

**General Terms and Conditions of Use for Registration on the MiC 4.0 Test Tool
VS ID (ANB ID VS)**
(As of July 2024)

- 1.1 These Terms of Use apply in the version valid at the time of conclusion of the contract for the establishment of a VS ID offered by (i) VDMA Services GmbH (hereinafter referred to as "VS"), Lyoner Str. 18, 60528 Frankfurt am Main, or (ii) a company affiliated with VS pursuant to §§ 15 et seq. of the German Stock Corporation Act (AktG), ((i) and (ii) individually or jointly "VS") in accordance with the following provisions by means of an online registration. The establishment of a VS ID is a prerequisite for the use of services offered by VS or other companies ("Partner Companies") on the website [<https://mic40-testtool.iot-sontheim.com>] or in any other way ("Services").
- 2 Registration**
- 2.1 The creation of a VS ID requires the registration of a user account ("**VS ID user account**") on [<https://mic40-testtool.iot-sontheim.com>]. Registration is free of charge.
- 2.2 The offer to register a VS ID user account is aimed at entrepreneurs within the meaning of § 14 para. 1 BGB, i.e. natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or self-employed professional activity when concluding the legal transaction (registration of a VS ID user account on the basis of these Terms of Use), as well as to educational and research institutions (together "**Users**").
- 2.3 In the course of the registration process, the user must specify his access data. These consist of an e-mail address and a freely chosen password. In addition, all information required on the electronic registration form must be provided completely and correctly when registering. The User may not impersonate another person or company or use a name or company that he or she is not authorized to use when registering.
- 2.4 If registration or profile data changes in the course of use, the user must immediately correct his data on [<https://mic40-testtool.iot-sontheim.com>] in the personal settings. If costs arise as a result of the incorrect information (e.g. in the case of incorrect entries due to incorrect account information), the user is obliged to reimburse VS for these costs, provided that he is responsible for the incorrect information.
- 2.5 By submitting the registration data, the User submits an offer to VS to complete the registration of a VS ID User Account on the basis of these Terms of Use. VS decides on the acceptance of the offer at its own discretion. With the activation of access to the services by VS, a "**VS ID user relationship**" is established. VS is free to offer individual users an extended scope of services (esp. management of user accounts of one's own company, or one's own educational and research institution).
- 2.6 The registration and the VS ID or VS ID user account together with access data are not transferable. VS does not guarantee that any other holder of a VS ID user account is the person that the respective holder claims to be. VS reserves the right to verify identity and information at any time. As a precautionary measure, the User therefore authorizes VS to use all registration information (including its updates) to verify the accuracy of the information.
- 2.7 By registering, the User accepts all VS Terms and Conditions applicable to the purchase of Products and Services (Including Software and Software as a Service) in the version in force at the time of purchase or order. These are, in particular, the General Terms and Conditions of Delivery VS (ALB VS), the General Terms and Conditions of Contract for the Provision of Software Products (GTC Software VS) and the General Terms and Conditions of Use for Software as a Service (GTC SaaS VS) (available at [[VDMA \(vdmaservices.de\)](https://vdmaservices.de)] or made available by VS upon request). Deviating and supplementary General Terms and Conditions of the User shall only apply to the extent that VS has expressly agreed to them in writing.
- 3 Responsibility for the access data**
- 3.1 The access data, including the password, must be kept secret and must not be made accessible to unauthorized third parties under any circumstances.
- 3.2 It is the User's responsibility to ensure that access to the VS ID User Account and the use of the available services is exclusively by the User. If there is a fear that unauthorized third parties have become aware of the access data or will become aware of it, VS must be informed immediately via [info@mic40.org].
- 4 Blocking of access**
- VS may, at its sole discretion, temporarily or permanently block the registration of the VS ID or the VS ID user account in whole or in parts of it, if there are concrete indications that the user is or has violated these Terms of Use, terms of use of other services and/or applicable law, or if VS has any other legitimate interest in the blocking. When deciding whether to block, the legitimate interests of the user are appropriately taken into account.
- 5 Termination of the VS ID user relationship**
- 5.1 The VS ID user relationship can be terminated by the user with a notice period of four weeks to the end of the month. The user is aware that a VS ID user relationship may be a prerequisite for the use of free and fee-based services.
- 5.2 VS is entitled to terminate the VS ID user relationship with a notice period of three months to the end of the month, but at the earliest with effect at the time of the earliest termination option of the fee-based services purchased by the user.
- 5.3 The possibility of termination for good cause remains unaffected.
- 5.4 In the event of a complete termination of the VS ID user relationship, VS is entitled to irretrievably delete all data created within the framework of the VS ID user relationship upon expiry of 30 calendar days after the termination takes effect and after the expiry of any statutory retention periods. Regardless of the existence of a VS ID user relationship, VS may be obliged to delete personal data even before that in accordance with the provisions of the applicable data protection law.
- 6 Secrecy**
- 6.1 The User undertakes to keep secret all business and trade secrets or other confidential information that are received or become known to him during the performance of the contract by VS. The confidential information and documents embodying it may not be made available to third parties. The user shall store and secure the information and documents in such a way that misuse by third parties is excluded, but at least with the care of a prudent businessman.
- 6.2 The duty of confidentiality does not include information and documents that were generally known and accessible at the time of disclosure, or were already known to the user at the time of disclosure, or were later legitimately made available to him by third parties.
- 6.3 The obligations under Clause 5.1 shall continue to exist beyond the end of the contract for an indefinite period of time, and indeed as long as an exception under Clause 5.2 has not been proven.
- 7 Data processing, data protection**
- 7.1 VS reserves the right to collect and process anonymised data and information when using any software and services made available to the extent permitted by law. By using the software and services provided, the user grants VS the non-exclusive right to collect anonymized data

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- and to process information and in particular for the following purposes:
- To provide and improve VS's products and services (including those beyond the term "Services" as defined above).
 - Compliance with legal requirements.
 - Web analysis and improvement of the online presence.
 - Use of limited websites and for authentication.
 - Use of digital services, e.g. platform offers, newsletter subscription / cancellation or use of applications.
 - Prevention of misuse of VS.
- 7.2 The right to collect the data expires at the same time as Termination of the VS ID user relationship. However, VS remains entitled to retain copies of the data already stored and to process them for the purposes mentioned above.
- 7.3 VS and the user will comply with the applicable data protection law.
- 7.4 If VS processes personal data as the controller, the details can be found in the data protection information of the respective product. The user undertakes to make this data protection information known to the data subjects.
- 7.5 If VS processes personal data as a processor for the user, the contracting parties conclude an agreement on order processing in accordance with Art. 28 GDPR. The user must immediately inform VS of this circumstance in text form.
- 8 Exemption**
- 8.1 The User is obliged to indemnify VS against all costs and claims that third parties assert against VS due to the infringement of their rights by the User's content or due to a violation of the law by the User. This does not apply if and to the extent that the user is not responsible for the infringement of the rights of third parties.
- 8.2 In addition, the user is obliged to reimburse VS for all costs arising from the infringement, in particular costs of appropriate legal defense, including court and attorney fees. This does not apply if and to the extent that the infringement is not attributable to the user.
- 9 Limitation**
- 9.1 VS is only liable for damages – for whatever legal reasons – only:
- a) in case of intent,
 - b) in the event of gross negligence,
 - c) in the event of injury to life, limb or health,
 - d) in the case of defects that have been fraudulently concealed,
 - e) insofar as a guarantee has been assumed,
 - f) in accordance with the provisions of the Product Liability Act or
 - g) in the event of a breach of an essential contractual obligation.
- 9.2 If simple negligence violates an essential contractual obligation pursuant to Section 8.1 g), i.e. an obligation the fulfilment of which is essential for the proper execution of the contract in the first place and on the compliance with which a contracting party regularly relies and may rely, as well as an obligation the breach of which jeopardizes the achievement of the purpose of the contract, the obligation to pay compensation is to be based on the contract-typical, foreseeable damage. This also applies to lost profits and other financial losses.
- 9.3 Unless otherwise agreed in other terms or agreements, VS's liability for all damages arising out of or in connection with these Terms of Use and caused by VS, its organs, subcontractors, employees, vicarious agents or auxiliary persons, as well as for all indemnification obligations, regardless of the legal basis but with the exception of the cases referred to in Section 8.1 a) to f), amounts to an amount of EUR 25,000

(total maximum liability amount).

- 9.4 The above exclusions and limitations also apply to the liability of the organs, employees, representatives, vicarious agents, Assistants affiliated companies (§§ 15 et seq. AktG), suppliers and licensors of VS.
- 9.5 VS is not liable for the accuracy, completeness and timeliness of the data and information provided by the user or third parties. VS is not responsible for the content of third-party websites to which the website [<https://mic40-testtool.iot-sontheim.com>] refers by means of links.
- 10 Changes to these Terms of Use**
- VS reserves the right to change these Terms of Use at any time with effect, even within the existing VS ID Terms of Use. The User will be notified of such changes at least 30 calendar days before the planned entry into force of the changes. If the user does not object within 30 days of receipt of the notification, the changes shall be deemed to have been effectively agreed upon upon expiry of the objection period. In the event of an objection, the VS ID user relationship ends at the end of the next possible termination date. In the notification of changes, the user is informed of his right to object and the consequences.
- 11 General Provisions**
- 11.1 German law applies to the exclusion of German private international law and the UN Convention on Contracts for the International Sale of Goods.
- 11.2 If the User is an entrepreneur pursuant to Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law, all disputes arising out of or in connection with this Agreement shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these Regulations. The seat of the arbitral tribunal is Frankfurt am Main. The language of the arbitration is German or English.
- 11.3 Should any provision of these Terms of Use be or become invalid, the validity of the remaining provisions shall remain unaffected. In such a case, the contracting parties are obliged to cooperate in the creation of provisions by which a result that comes as close as possible to the invalid provision is legally effective. The foregoing shall apply mutatis mutandis to the closure of any gaps in the contract.

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