

# Terms and Conditions – myMBRAUN Interface

**Last updated: January, 24<sup>th</sup> 2017**

Please read these Terms and Conditions ("Terms") carefully before using the myMBRAUNInterface (the "Service") provided by M. Braun Inertgas-Systeme GmbH, Dieselstr. 31, 85748 Garching, Germany ("MBRAUN").

Your use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all users and others who wish to use the Service. By using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you can't use this service, and user must unplug the cable between the glovebox and the internet connection.

## **Accounts**

The account for the glovebox is pre-configured in factory by MBRAUN. The user has to supply to MBRAUN the specifications of his network (proxy, password if necessary). The username and password used by the SERVICE to be connected to the server is defined by MBRAUN and will be given to the manager of the service where the glovebox is installed. If the user wants to monitor data via myMBRAUN App, this username and password will be necessary for the 1<sup>st</sup> connection between myMBRAUN App and glovebox. These username and password can't not be modified or managed by the users.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of MBRAUN and MBRAUN's licensors. The Service is protected by copyright, trademark, and other laws of Germany. MBRAUN's trademarks and trade dress may not be used in connection with any product or service without MBRAUN's prior written consent.

## **Use of Service**

You may not reproduce duplicate, copy or re-sell the Service or any part of it. You agree not to access without authority, interfere with, damage or disrupt a) any part of the Service, b) any equipment or network on which the Service is stored, c) any software used in the

provision of the Service, or d) any equipment or network or software owned or used by any third party.

### **Links To Other Web Sites**

The Service may contain links to third party web sites or services that are not owned or controlled by MBRAUN. MBRAUN has no control over, and assume no responsibility for the content, privacy policies, or practices of any third party web sites or services. MBRAUN does not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that MBRAUN shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

MBRAUN strongly advises you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

### **Service Information**

Information regarding your glove box parameters such as oxygen and moisture content, box pressure, freezer temperature, alarm points, glove box trends, set points and all other information will be data the Service stores on a server which will be accessible by MBRAUN and MBRAUN subsidiaries.

By using the Service you agree to allow MBRAUN and MBRAUN subsidiaries access to information for MBRAUN sole discretion including but not limited to a.) Access to stored data on the Services server b.) direct maintenance recommendations via email contact and/or phone call from MBRAUN authorized sales and services personnel c.) data being collected and exported directly from the Service to use for product analysis and performance measurements.

### **Privacy Policy**

You expressly acknowledge and agree that MBRAUN collects information from you with this Service. By connecting your glovebox to the Service, information sent by the glovebox will be stored on the server: oxygen rate, moisture rate, box(es) pressure, freezer temperature, antechamber pressure, solvent sensor value, and every alarms and status information generated by the glovebox. MBRAUN doesn't sell, trade, or otherwise transfer outside MBRAUN parties your data.

**Indemnification**

You agree to defend, indemnify and hold harmless MBRAUN and MBRAUN's licensees and licensors, and MBRAUN's and their respective directors, officers, employees, contractors, partners, agents, suppliers, or affiliates (collectively, the "M. Braun Parties"), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) use and access of the Service, by you or any person using your account or password, or b) a breach of these Terms by you or any person using your account or password.

**Limitation Of Liability**

In no event shall any M. Braun Party, be liable for any compensatory, direct, indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, research, time, data, use, goodwill, or other losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content.

Except MBRAUN shall be fully liable for intent and gross negligence as well as for damages resulting from injury to life, body or health. In case of ordinary or slight negligence, MBRAUN shall be liable only for breaches of a material contractual obligation. To the extent permitted by law: (i) MBRAUN shall not be liable for any lack of commercial success, lost profits and indirect damages and (ii) liability in accordance with the above clauses shall be limited to the typical, foreseeable damages. The foregoing limitations on liability shall apply whether any claimed liability, loss or damage is based on warranty, contract, tort (including negligence) or any other legal theory, whether or not MBRAUN has been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

**Disclaimer**

Your use of the Service is at your sole risk. You assume sole responsibility for results obtained from the use of the Service, and for conclusions drawn from such use. MBRAUN shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to MBRAUN by you in connection with the Service, or any actions taken by MBRAUN at your direction.

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to,

implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

No M. Braun Party warrants that a) the Service will function uninterrupted or secure basis or be available at any particular time or location; b) the Service will be compatible with all hardware or software you may use; c) any errors or defects will be corrected; d) the Service is free of viruses or other harmful components; or e) the results of using the Service will meet your requirements.

### **Changes**

MBRAUN may change or update the Service and anything described in it without notice to you. If the need arises, MBRAUN may suspend access to the Service, or close it indefinitely. These Terms contain all the terms agreed between MBRAUN and you regarding their subject matter and supersede and exclude any prior terms and conditions, understanding or arrangement between MBRAUN and you, whether oral or in writing. MBRAUN reserves the right, at MBRAUN sole discretion, to modify or replace these Terms at any time. If a revision is material MBRAUN will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at MBRAUN sole discretion.

By continuing to access or use the Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

The Terms and Conditions are available in their current form at [www.mbraun.de](http://www.mbraun.de).

### **Termination**

MBRAUN may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under MBRAUN's sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply unplug the cable between the glovebox and the internet connection, this terminates the operation of the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnity and limitations of liability.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Germany.

MBRAUN failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable

by a court, the remaining provisions of these Terms will remain in effect. The invalid or unenforceable term is to be replaced by statutory provision.

These Terms constitute the entire agreement between MBRAUN you and regarding MBRAUN's Service, and supersede and replace any prior agreements MBRAUN might have had between MBRAUN you and regarding the Service.

### **Assignment**

You may not assign your rights under these Terms to any party; MBRAUN may assign their rights under these Terms without condition. These Terms will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

### **Contact MBRAUN**

If you have any questions about these Terms, please contact MBRAUN.

### **Responsible for the myMBRAUN App Contents**

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### **Value-Added Tax Identification Number (VAT No.)**

DE 129 406 284

**Further Information**

M. Braun Inertgas-Systeme GmbH is members of INDUS Holding AG.

**Technical myMBRAUN App Information**

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