



## General Terms of Use for the Use of ZENNER IoT GatewayPLUS in the Minol ZENNER Connect GmbH LoRaWAN Network „EUROPE“

Version as of 1st August 2022

### 1. scope of services

1.1 The GatewayPLUS supplied by ZENNER is fully configured to the Minol ZENNER Connect network (hereinafter: LoRaWAN network) upon delivery. The network operator of the LoRaWAN network is Minol ZENNER Connect GmbH (hereinafter: MZC) or a third party commissioned by it.

1.2 The use of the LoRaWAN network includes sensor data reception and data transmission in selected countries of the European Union, which are currently: Germany, Austria, Denmark, Sweden, the Netherlands, Poland, Italy, France, Spain, Croatia and Slovenia. The scope of use with regard to the period of use and the number of end devices to be transmitted depends on the respective product description of the purchased product or the separately concluded network usage contract.

1.3 The prerequisite for using the GatewayPLUS is an active account in the MZC LoRaWAN middleware, in which the devices are created, and a SIM card (in the case of the Indoor and Outdoor GatewayPLUS), which is already installed in the GatewayPLUS supplied. The GatewayPLUS SMART does not have a SIM card, but requires a WLAN connection for use.

### 2. Consent of the buyer and user of the IoT GatewayPLUS

By commissioning the GatewayPLUS in the LoRaWAN network, the purchaser agrees that ZENNER International and the network operator MZC commissioned by it may also use this GatewayPLUS for data reception and data transmission from third-party terminals.

### 3. installation of the GatewayPLUS

3.1 The purchaser is responsible for the professional installation of the GatewayPLUS and the end devices. In particular, the correct positioning of the GatewayPLUS must be ensured. The user must ensure that the power supply complies with the recognised rules of technology.

3.2 Before installing the GatewayPLUS, please be sure to observe the instructions for use and installation. If necessary, a specialist company should be commissioned with the installation in accordance with the instructions.

### 4. Commissioning and Provisioning

4.1 The end devices created by the user in his user account automatically connect to the LoRaWAN network via the gateway after commissioning of the devices and can be received in the LoRaWAN network for the duration of use. Please observe the device-specific instructions for use and installation when commissioning the end devices.

4.2 During the period of use, terminal equipment from other providers may also be installed and commissioned in the LoRaWAN NETWORK if and in so far as this does not contravene these terms of use.

4.3 The extension of the period of use beyond the agreed period or an extension of the scope of use is only possible upon conclusion of a separate network usage contract with the network provider MZC. In this case, please send your request to: [shop@zenner.de](mailto:shop@zenner.de)

### 5. Obligations of the user to cooperate and provide information

5.1 For the error-free commissioning and maintenance of the reception capability of the customer's LoRaWAN GatewayPLUS for data transmission (i.e. from the IoT end devices via the IoT GatewayPLUS and the public telecommunications or mobile network to the backend system), it is a prerequisite that the user fulfils the cooperation and information obligations listed below.

5.2 The user is obliged

- to ensure that the requirements for the use of the IoT GatewayPLUS are met and that all other technical requirements at the location of the GatewayPLUS that are necessary for this are fulfilled (see instructions for use and installation).
- to use the LoRaWAN GatewayPLUS exclusively for data transmission in the following countries of the European Union: Germany, Austria, Denmark, Sweden, the Netherlands, Poland, Italy, France, Spain, Croatia and Slovenia.
- to install the GatewayPLUS exclusively in accordance with the instructions for use and installation or to commission a specialist company with the installation in accordance with the instructions.
- to provide a power connection for the GatewayPLUS in accordance with the instructions for use and installation for the operation of the IoT Gateway at his own expense.

- to provide a WLAN connection for the GatewayPLUS SMART, via which the data is transmitted to the backend. This may incur additional data transmission costs for the customer.

5.3 If the user fails to comply with his obligations to cooperate, the exclusions of liability set out in clause 8 shall apply. Furthermore, the performance obligations of ZENNER and its network operator MZC GmbH shall be suspended until the user brings about the technical preconditions and fulfils his obligations to cooperate. The assertion of further claims for damages by ZENNER shall remain unaffected.

## **6. Authorisation of use in the Federal Republic of Germany**

6.1 The user is entitled to use the LoRaWAN network for sensor data reception and data transmission for the agreed period of use and the agreed number of end devices.

6.2 An extension of the term or an expansion of the scope of services is possible upon conclusion of a separate usage agreement.

6.3 The GatewayPLUS may only be used in the following countries of the European Union: Germany, Austria, Denmark, Sweden, the Netherlands, Poland, Italy, France, Spain, Croatia and Slovenia. In the event of infringement of the use, ZENNER is entitled to have the gateway permanently excluded from data transmission and to deactivate the SIM card. This also applies if the contractually agreed number of registered devices is exceeded. In the case of the GatewayPLUS SMART, such exclusion can be effected by switching off the LoRaWAN data transmission.

## **7. Restrictions on use and misuse**

7.1 Use of SIM cards and other third party infrastructure / telecommunication providers.

- The IoT GatewayPLUS Indoor and Outdoor, is equipped with a SIM card owned by third parties (telecommunication or mobile phone providers). The use of the SIM cards by the user is not the subject of this contract. Against this background, use for other purposes, e.g. for the application of voice or SMS services, is also excluded and is expressly prohibited for the customer.

- Any infringement may result in the SIM card being disconnected by the third party (telecommunications or mobile phone provider), subject to a charge. If, as a result of a violation, the SIM card is disconnected by the mobile network operator or the functionality of the IoT network or the IoT network components at the IoT network operator is disrupted or the IoT gateway is damaged, the customer shall indemnify ZENNER against any damage incurred as a result. The customer shall be liable for any damage incurred by the customer (e.g. to the IoT end devices), economic consequential damage, etc. The customer shall also be liable for any damage to the IoT gateway.

- In the case of the GatewayPLUS SMART model, data transmission takes place via the customer's WLAN and from there via the customer's respective Internet provider. The customer must observe the terms of use of his Internet provider. The same applies in the event that the customer does not carry out the data backhaul for the GatewayPLUS Indoor or Outdoor via the SIM card supplied but via a direct Internet connection.

7.2 Use of other IoT end devices and third-party data, hardware and software

- If the user wishes to receive a LoRaWAN IoT end device from another provider via the IoT GatewayPLUS, he is permitted to do so within the scope of the scope of use acquired with the purchase of the IoT Gateway (according to the number of end devices and duration).

- The user is prohibited from using devices, equipment, software or data that could lead to changes in the physical or logical structure of the IoT GatewayPLUS or the MZC LoRaWAN radio network.

7.3 Interventions in the infrastructure

- The user is obliged to refrain from interfering with the infrastructure of ZENNER and its pre-service providers. This also includes the obligation not to make any subsequent changes to the configuration of the IoT GatewayPLUS that impair the operation of the LoRaWAN network by the network operator commissioned by ZENNER, MZC or a third party.

- The customer is also obliged to ensure the physical security of the IoT GatewayPLUS by protecting it against unauthorised access in order to avoid impairments of the LoRaWAN network.

- If the IoT GatewayPLUS is stolen, damaged, destroyed or lost, the user shall immediately notify ZENNER of this circumstance using the contact form in the ZENNER Shop IoT Sensors and Solutions.

7.4 7.4 If impairments of the IoT network or errors in data transmission by the network operator commissioned by ZENNER, MZC, or third parties occur as a result of violations of the above restrictions on use and prohibitions on misuse, ZENNER shall be entitled to pass on any resulting costs to the user.

## **8. exclusion of liability**

8.1 Claims for damages and reimbursement of expenses by ZENNER, irrespective of the legal grounds, shall be excluded unless liability is mandatory under statutory provisions, e.g. in the case of damage,

- caused by culpable breach of an essential contractual obligation, i.e. an obligation which is important for the achievement of the respective contractual purpose (cardinal obligation) by ZENNER or its legal representatives or vicarious agents, in this case, however, only for typical contractual and foreseeable damage.

- for other damage caused by a grossly negligent breach of duty by ZENNER or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of ZENNER; for a slightly negligent breach of duty the liability is limited to a maximum of EUR 25,000.

- in the case of damage if and insofar as ZENNER has given a guarantee for the quality of an item or a work or has warranted a specific property, but only for damage typical of the contract and foreseeable or covered by the purpose of the warranty of quality, or if ZENNER can be accused of fraudulent intent.

Liability under the Product Liability Act remains unaffected by this.

8.2 ZENNER accepts no liability for damage caused by the use of telecommunications services and equipment of third parties. ZENNER is also not liable for interruptions of the electricity network (e.g. power failures) for which it is not responsible. ZENNER is furthermore not liable for interruptions of the customer's WLAN or internet connection.

8.3 Liability on the part of ZENNER is excluded insofar as damage is caused by the user not fulfilling his obligations to cooperate or not fulfilling them in a timely manner. Liability is also excluded for damage caused by errors in the installation of the gateway and/or the end devices.

8.4 ZENNER shall not be liable for the loss of data and/or programs insofar as the damage is due to the user's failure to carry out data backups and thereby ensure that lost data can be restored with reasonable effort.

## **9. Duration of Contract, End of Contract**

9.1 The usage relationship begins with the handover of the purchased IoT GatewayPLUS and the time of the first registration of an end device in the LoRaWAN network, but no later than 1 month after handover of the IoT Gateway.

9.2 The contract ends automatically on expiry of the agreed term by deactivation of the SIM card or, in the case of use of a GatewayPLUS without SIM card, by deactivation of the GatewayPLUS in the MZC LoRaWAN network, in each case without the need for termination.

9.3 The extension of the period of use beyond the agreed period or an extension of the scope of use is only possible by concluding a separate network usage contract with the network provider MZC. In this case, please send your request to: [shop@zenner.com](mailto:shop@zenner.com)

## **10. Jurisdiction, Applicable Law, Data Protection**

10.1 The contract shall be governed exclusively by the law of the Federal Republic of Germany.

10.2 The place of jurisdiction for all disputes arising from this contract is Saarbrücken.

10.3 ZENNER will collect, store, process and use the personal data transmitted to it by the user only for the fulfilment of the contractual purpose commissioned. The user expressly gives ZENNER his consent to this.

10.4 Severability clause Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions..

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