

Addendum-I - extending additional declaration to the existing general terms and conditions of the company tetys

Reference: Software product "elexxyr"

Version: 01.06.2023

1 - Changes, Validity, Right of Objection

1.1 tetys ("Provider") offers the product "elexxyr" exclusively at www.elexxyr.com, which can be purchased by users ("User"). Within the scope of possibilities, the Provider renders all performances, deliveries and services to all Users exclusively on the basis of its General Terms and Conditions as well as this extending additional declaration to the product. The User's general terms and conditions expressly do not become part of the contract unless the Provider expressly agrees to them in advance and in writing. Provider and User are hereinafter referred to as the "Parties" insofar as both are concerned.

1.2 The GTC as well as Addendum I is published on the official website and is available there in the current version. Deviating information that may be displayed on pages loaded from caches is invalid.

1.3 The Provider is entitled to make changes to its GTC as well as to Addendum I with effect for the future. The provider will only make these changes for valid reasons (e.g. technical development, changes in laws or jurisdictions or other equivalent reasons). Should a contractual imbalance arise between the provider and the user, the change will not be made.

1.4 As a rule, the announcement is made by publication on the URL www.elexxyr.com under the menu item provided for this purpose. Changes are additionally announced to the user by e-mail.

1.5 The User shall have a period of 14 (fourteen) days ("Objection Period") after notification and acknowledgement to object to the changes.

1.6 If the User does not object to the amended terms and conditions within this period in writing by e-mail or by deleting them from the Provider or if the User continues to use the product despite receipt of the notice of amendment, the amended or supplementary terms and conditions shall automatically become effective. The Provider shall make extra reference to this circumstance when notifying the User of a change.

1.7 If the User objects in due time, the Provider shall be entitled to close the User account at the point in time at which the amended or supplementary terms and conditions are to enter into force. Any service fees paid in advance over the termination period shall not be refunded to the user. Further claims of the user are excluded.

1.8 Changes made by the User to the GTC or this supplementary declaration or outdated versions (e.g. from the User's local computer or clipboard) are expressly not accepted.

1.9 Unless otherwise specified, the Provider shall send all notifications and any other correspondence with the User concerning the GTC or the supplementary declaration by e-mail.

1.10 In all other respects, the Provider reserves the right to choose the form of correspondence for all other correspondence.

2 - Pre-Order

2.1 The Pre-Order phase is valid until 31.07.2023.

2.2 There is a right of withdrawal until the deployment. This possibility as well as the required procedure will be pointed out by e-mail after conclusion of the purchase.

2.3 The software will be made available August 2023. The customer will receive an e-mail for this purpose in order to activate licenses already purchased.

3 - Download/Delivery

3.1 The software shall be offered as a download without exception. The customer shall ensure on his own responsibility that it is the product's own website before downloading.

4 - Account

4.1 For a full use of elexxyr a user account is required. It is the duty of the user to provide correct and complete data, as these are also required in the continuation of the relationship with the user.

4.2 The user undertakes to make changes to the data himself; upon corresponding request of the provider the user has to confirm the data.

4.3 Upon expiration of the pre-order phase or license acceptance, the User shall receive a user account ("Account"), linked to the e-mail address provided to us by the conclusion of the purchase, for an indefinite period of time, unless otherwise stipulated in the specific offer. In the event that a different provision is stipulated, the then individually agreed term shall be decisive.

4.4 After the end of the pre-order phase or with the conclusion of the purchase, Buyers will receive an e-mail with further instructions to complete their user account.

4.5 The User undertakes to keep user names and passwords ("access data") to his account secret and to inform the Provider immediately as soon as he becomes aware or suspects that unauthorized third parties are aware of the access data. In this case, he shall change his data or have it changed by the Provider. In such a case, the provider also has the right to temporarily block the user's access. The User shall be re-admitted for use as soon as the suspicion of misuse of the access data by him or a third party has been dispelled at the Provider's discretion.

4.6 If a third party uses an account without authorization because he has obtained the user's access data due to the user's fault, the user shall be treated as if he had acted himself. The provider is entitled to consider any access with the user's data as access of the user himself.

4.7 tetys points out that passwords should be changed regularly via provided possibilities in the account for security reasons.

5 - Use

5.1 The use of elexxyr is only possible by means of software installed locally on the computer or other terminal device ("computer") of the user.

5.2 The costs for this software and its use as well as the costs arising from the internet connection shall be borne by the user.

5.3 It is the responsibility of the user to keep the computer in a condition that allows the use of elexxyr. The Provider does not provide any support for this.

5.4 tetys shall not be liable for any damage or loss of data that may be caused by the installation, of third party software or in any other way on the User's computer, such as viruses or spyware. In particular, the user is obliged to check all incoming emails and downloaded software for viruses and spyware.

5.5 By using elexxyr the user agrees to the current development status.

5.6 The user has to support tetys to the best of his ability in the event of a possible elimination of defects and vulnerabilities.

6 - License

6.1 A license has a term of 365 days, unless otherwise declared.

6.2 A purchased license is assigned to the email address we have on file.

6.3 Changes to this allocation can be made via our website and by using the full access data to the user account itself.

6.4 The purchase of further licenses ("License Management") is possible in coordination with the support.

6.5 The respective specified term of a license begins with its activation by the user and his password setting. It cannot be interrupted, paused or even suspended.

6.6 Terms can be viewed in the user account.

6.7 Extensions of a license can be made independently in the user account.

6.8 Before the expiration of a license, the user will be notified by e-mail.

7 - Warranty for defects

7.1 With the license agreement the user receives the possibility to use elexxyr. There is no claim to the use of a certain version or to the maintenance or bringing about of a certain condition/range of functions.

7.2 The user is aware that software can never be completely free of bugs. Accordingly, a defect shall only be assumed in the event of a severe and sustained malfunction.

7.3 In case of regular updates and maintenance, force majeure or inaccessibility due to, but not limited to, external manipulation, failures may occur. Claims of the User, in particular claims for damages, shall not arise from this.

7.4 Defects discovered by the User shall be reported immediately upon discovery. For reasons of preservation of evidence, the User should document these in text form and send them to the Provider via GitHub. The User shall check all help pages, FAQ pages and GitHub for similar reports before reporting any error.

7.5 Defects based on external influences, operating errors of the User or force majeure are excluded from the warranty.

7.6 The User undertakes to cooperate to the extent possible in the rectification of defects.

8 - Limitation of liability

8.1 In principle, any liability is excluded and shall only take place in accordance with the following provisions.

8.2 tetys shall be liable for damages and reimbursement of futile expenses ("Damages") due to breach of contractual or non-contractual obligations only

in case of intent or gross negligence,

in case of negligent or intentional injury to life, body or health,

due to the assumption of a quality guarantee,

in case of negligent or intentional breach of essential contractual obligations,

on the basis of mandatory liability under the German Product Liability Act (Produkthaftungsgesetz) and within the scope of § 44 a of the German Telecommunications Act (TKG), or

on the basis of other mandatory liability.

9 - Miscellaneous

9.1 tetys expressly reserves the right to change, amend or delete parts or the entire offer without prior notice or to discontinue the publication temporarily or permanently.

9.2 The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding the conflict of laws rules.

9.3 The exclusive place of jurisdiction for all disputes arising from this contract shall be - to the extent permitted by law - Aachen in North Rhine-Westphalia.

9.4 If parts or individual formulations of these provisions are or become invalid, the remaining parts of the document shall remain unaffected in their content and validity.