



General Terms and Conditions

cogvis software und consulting GmbH
fearless – Terms and conditions of use
2018

1. INTRODUCTION

- 1.1. cogvis sells fall sensors with the aim of supporting persons in need of care or health conscious persons, as well as their close persons (e.g. relatives, nursing staff) in everyday life.

2. VALIDITY OF THE GENERAL TERMS AND CONDITIONS

- 2.1. These terms and conditions apply between us (cogvis software und consulting GmbH) and natural and legal persons (customer) for the legal transaction as well as towards business customers also for all future transactions, even if in individual cases, in particular with future supplementary or follow-up orders thereupon is not expressly referred to.
- 2.2. The current version at the time the contract is concluded of our General Terms and Conditions, which is also available on our homepage (<http://agb.cogvis.at>), applies.
- 2.3. We enter into contracts exclusively on the basis of our terms and conditions.
- 2.4. The customer's terms and conditions of business or changes or additions to our terms and conditions require our express consent - in case of business customers in written form - in order to be valid.
- 2.5. Terms and conditions of the customer are not accepted, even if we do not expressly object to them upon receipt by us.

3. SUBJECT MATTER OF THE CONTRACT

- 3.1. cogvis offers the following applications and information to fearless users:
 - a) fearless fall sensor
 - b) fearless platform
 - c) fearless notification module

4. LIMITATION OF THE SCOPE OF SERVICES

- 4.1. The delivered equipment and services only provide the security that may be expected based on the operating instructions, installation location/position, regulations of the supplier, technical rules and other information agreed as part of the contract.
- 4.2. Due to physical or optical facts, no 3D-based method can guarantee 100% accuracy.
- 4.3. In the course of assembly and repair work, it cannot be ruled out that damage to existing cables, devices and the like may occur as a result of unrecognizable conditions or material defects. We shall only be liable for such damages if we have culpably caused them.

5. WARRANTY AND LIABILITY

- 5.1. cogvis does not warrant that the fearless platform or sensor is always available and error-free, or that the required software and hardware are working error-free.
- 5.2. The data transfer between the sensor and the platform is encrypted according to the state-of-the-art technology. However, cogvis does not guarantee that the data transfer via external systems, in particular the Internet or telecommunications networks, will not be tracked, recorded or falsified by third parties.
- 5.3. The use of the cogvis offer is exclusively at the user's own risk.
 - 5.3.1. the use of the hardware, including, but not limited to, (i) the respective sensor, (ii) intelligent lamps/sockets and (iii) smartphone/tablet as end devices;
 - 5.3.2. any use by the user of data created by cogvis or provided by cogvis, including but not limited to (i) measured motion values, or (ii) behavioral patterns such as detected falls, etc. The user expressly acknowledges that such data may be erroneous and cogvis assumes no responsibility for the accuracy of such data to the extent permitted by law.
- 5.4. The use of any software or hardware from cogvis does not replace the consultation of a specialist physician or support by nursing staff by the user, as the system cannot draw any medical conclusions about the state of health.
- 5.5. Legal transactions between the user and a third party provider lead to contractual relationships exclusively between the user and the third party provider. cogvis does not guarantee the services of third parties.

6. DISCLAIMER OF LIABILITY

- 6.1. cogvis is only liable within the scope of the existing legal best practices, regardless of the legal reason (pre-contractual, contractual, non-contractual), if damage has been caused by cogvis, gross negligence or intentionally. In case of slight negligence, cogvis is not liable towards companies and towards consumers only with regard to injury to life, body, health. Any liability of cogvis towards companies for consequential damages, mere damage to property, loss of profit and/or damages from claims of third parties is excluded.
- 6.2. With the exception of the legally prescribed cases, neither cogvis, nor the companies affiliated with cogvis, are liable for damages that may arise from the use of the fearless fall sensor or content made accessible via the online and mobile offer or other types of use of the online offer. This also applies to damages that may result from errors, problems, viruses or data loss.
- 6.3. cogvis assumes no liability for the downloaded material or any material that the user has received as a result of using the service on the fearless platform. The user alone is liable for any damage that it could cause to his computer system or for the loss of data due to downloading any material related to the service from the cogvis platform.
- 6.4. The user assumes full liability for any complaint or action of judicial, extrajudicial or any other kind that arises from or is in any way connected with conflicts with third parties. The user acknowledges and accepts that under no circumstances and in no way cogvis is responsible for the actions or omissions of other users, not even for any damage resulting from said actions or omissions.

7. RISK ASSUMPTION

- 7.1. § 7 KSchG applies to the transfer of risk when it is sent to the consumer.
- 7.2. The installation of fearless should be done by qualified personnel. It is important that fearless is positioned and fixed to the wall or ceiling according to the installation guide. cogvis is not liable for damages caused by insufficient or faulty installation.

8. OTHER PROVISIONS

- 8.1. Customer satisfaction and technical compatibility with existing systems is important to us. For this reason, devices can be returned to cogvis by the user two months after the invoicing. In this case the money will be reimbursed. (money-back guarantee)
- 8.2. The fearless service fee is automatically extended at the end of the first reference year and will be invoiced by cogvis.

- 8.3. The customer agrees that cogvis may use his data - especially name, address, e-mail, telephone number - for marketing activities in connection with cogvis offers and further developments, even if the use of fearless devices has expired. The data will not be passed on to third parties under any circumstances.
- 8.4. Should individual provisions of these General Terms and Conditions be or become invalid, the remaining terms and conditions shall remain unaffected.
- 8.5. Applicable law and place of jurisdiction.
- 8.5.1. These GTC and all legal relationships and disputes between users and cogvis are subject exclusively to Austrian law with the exception of the conflict of law's provisions and the UN Convention on Contracts for the International Sale of Goods.
- 8.5.2. Place of fulfillment and exclusive jurisdiction for all disputes is Vienna, Austria.

Last updated: 29/05/18