Conditions of use

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Preliminary note

Plan.One GmbH (hereinafter: "Provider") provides an interactive online service as part of their Plan.One software (hereinafter: "Plan.One") for which architects can register and then assign rights to users they have appointed.

1. General

1.1

The Provider gives the architect access to Plan.One and use of it based on these General Conditions of Use. These conditions regulate the relationship between the Provider as the operator of Plan.One and the architect using the service, the users they have appointed, as well as the relationship between the architects/users themselves.

1.2

These General Conditions of Use apply to all content, functions and other services (hereinafter: "Applications") which the Provider makes available for Plan.One. For certain Applications, additional conditions may be agreed with the user where necessary (hereinafter: "Additional Conditions"). The Provider shall make the user aware of any existing Additional Conditions in good time prior to the use of such an Application.

1.3

The use of certain Applications within Plan.One – in particular those which

require the acceptance of Additional Conditions or a separate agreement – may be limited to certain architects/users and/or corresponding groups.

2. Access

2.1

To be able to use Plan.One, an appropriate application from the architect is first required. The application can only be made by the architect themselves or a private company/legal person (hereinafter collectively "Architect") of the executive management. The application form is available in electronic form on the website www.plan.one.

In the application, an administrator must be named by the Architect. They will be authorised in the name of the Architect to assign and/or revoke authorisations for their employees for Plan.One in accordance with Point 3 (hereinafter: "Users").

The Users and the administrator are authorised to act in the name of and on behalf of the Architect, in particular when they make declarations of intent for the Architect.

2.2

The Provider shall review the abovementioned application promptly. If it is granted, the administrator specified in the application is sent a confirmation link by e-mail. The administrator is then requested to change their password.

2.3

The Architect must ensure that the access data is not passed on by the administrator and the Users and that it is treated as strictly confidential. In the event that a third party obtains knowledge of the access data, the Provider must be informed without delay.

2.4

Incorrectly entering the access data three times or not using the access for three months entitles the Provider to block access for the administrator and/or User in question.

2.5

The Architect must inform the Provider without delay if an administrator no longer operates/is to no longer operate in its name and on its behalf, and access is to be denied in future.

2.6

Should the Architect wish to name a new administrator, they can make an appropriate application to the Provider. The application form is available in electronic form on the website www.plan.one.

3. Subject of the contract

3.1

Via Plan.One, a range of Applications is available for the User to use, depending on the allocations from the administrator. These Applications can be used in particular for the following:

Creating and maintaining an architect profile

- Setting up a profile page for the Architect with the following content:
    - Name of the company
    - Description
    - Location
    - Logo
    - Area of work (which countries, what kind of projects)
    - Other content: images, videos, news etc.
- Setting up personal profile pages
- Adding employees (admin)

Creating and maintaining user profiles

The condition for this is that the User accepts the Conditions of Use.

Setting up projects

- Setting up projects

- Project type, location, other details

- Adding suitable products to a project

- Creating reference projects

  - Managing projects:

    - Inviting people

    - Changing privacy settings

    - Declaring a reference project

    - Archiving

    - Changing or adding project details

Use of product information

- Finding products via https://plan.one (manual)

- Finding products directly from planning environment (data is extracted and filter automatically applied)

- Selected product data (parameters or entire BIM objects) can be integrated directly in the planning model

- Other data can be downloaded from the platform:

  - CAD data, manuals, images, videos etc.

Analysis of own projects

- Overview of own projects and products used

- General overview of ongoing published projects and products used in them

Configuration of the dashboard

- Configuration of the content displayed on a dashboard page.

  - Selecting which data is interesting and adding to or setting it on the dashboard

Contact

- Contact with consultant or product supplier to clarify questions (communication network)

3.2

The Provider strives to continuously develop Plan.One. Within the scope of this continuous development, Plan.One, as well as individual Applications, will be improved and/or enhanced.

3.3

The entitlement to use of Plan.One and its Applications can only be granted within the limits of the current state of the art. In this connection, it may also occasionally be necessary to temporarily limit the services provided within Plan.One – for example, in view of capacity limits, the security of Plan.One, the integrity of the servers or in order to implement technical measures in the interest of the proper provision of the services. The Provider will take the legitimate interests of the users into consideration and, for example, announce planned maintenance work in Plan.One on the website in advance.

3.4

Plan.One is available for at least 95% of each quarter.

3.5

The Architect agrees that all actions performed using their access data and/or the access data of administrators and Users on Plan.One can be attributed to them. Administrators and Users are vicarious agents of the Architect.

4. User obligations

To enable Plan.One to function with its large number of Users, all Users must comply with certain rules.

4.1 General

4.1.1

Administrators/Users are responsible for content (including text, images, graphics and links) which they make available or distribute via Plan.One. It therefore falls within the area of responsibility of the administrator/User to ensure that the respective content is legal, and above all does not violate applicable laws and does not infringe the rights of third parties.

4.1.2

The Users of Plan.One use respectful language and maintain polite interaction with one another. Accordingly, drawing attention to other people in a negative fashion or ridiculing them is not permitted.

4.1.3

No chain letters may be sent nor competitions, lotteries, sweepstakes or similar run and/or organised.

4.1.4

If administrators/Users provide information in profiles and groups, this must

reflect reality.

4.1.5

Posts which are racist, violent, sexist, discriminatory or otherwise offensive, as well as those which insult, defame, threaten or verbally belittle persons, ethnic groups or religious denominations are not permitted.

4.1.6

No profiles which serve to extract, store, edit, modify, forward or otherwise misuse information may be set up within Plan.One.

.2 Publishing image files

4.2.1

Every administrator/User has the option to upload an image file to Plan.One in order to add this to their own profile. Moreover, Users are able to add further pictures to so-called photo albums in order to manage these for themselves or make them accessible to friends or all Users of Plan.One. Finally, the creator of a group within Plan.One is also able to upload an image file for the group they created.

4.2.2

Before uploading an image file, the User must ensure that they have exclusive rights of use for the photo or file and that making the image file accessible to the public does not infringe legal regulations, accepted principles of morality and/or the rights of third parties.

4.2.3

It is forbidden to upload image files depicting violence and/or make such image files available to the public via Plan.One. In addition, the image files must not include content or depictions of a sexual, pornographic, discriminatory, offensive, racist, defamatory or otherwise illegal nature. Uploads of image files in

which company logos, brand names or other trademarks – especially those of competitors of Plan.One – or other protected marks are solely or jointly shown are likewise prohibited.

4.2.4

If photographic images are to be uploaded in which one person or several other persons besides the administrator/User can be identified, the image file may only be uploaded, tagged and linked with the approval of the third party or third parties.

4.2.5

Following the upload of an image file, this can be removed once more or replaced by the administrator/User who uploaded the file at any time with future effect.

4.2.6

The Provider reserves the right to remove image files and/or links to other administrators/Users without advance notice if and insofar as the Provider has specific grounds to believe that making these accessible to the public via Plan.One will infringe legal regulations, accepted principles of morality and/or the rights of third parties.

4.3 Use of content within Plan.One

4.3.1

Plan.One and its applications may only be used for commercial purposes. Users therefore must not use the contact details of other Users who can be accessed via Plan.One for any other purpose than their own business communication. Thus, for example, using the data of a user for the purposes of personal data acquisition by employers, training companies, personnel or employment agencies, universities, colleges or by similar public or private educational institutions is not permitted.

4.3.2

Any use which aims to use Plan.One, the Applications it provides or the content it has made accessible for business purposes or any other commercial purpose is prohibited. This also applies to political content.

4.3.3

With the exception of legally permissible cases, the content which is accessible via Plan.One must not be copied, distributed or otherwise made accessible to the public without the agreement of the respective rights holder. In this respect, the use of computer programs for the automatic reading of data such as crawlers is also forbidden.

4.4 Messages

The repeated sending of messages is not permitted if another User has advised that this is not desirable.

4.5 Disruptions to Plan.One

4.5.1

Disruptions to Plan.One are forbidden. In particular, taking measures which may lead to an undue burden being placed on Plan.One (e.g. through mass notifications or messages ["spam"]) or to unacceptable harassment of other Users is prohibited.

4.5.2

Electronic attacks of any kind on Plan.One (including all of the hardware and software used in the running of Plan.One) or on individual Users are prohibited. The measures listed below, among others, are considered to be electronic attacks:

- Hacking attempts, i.e. attempts to overcome, circumvent or otherwise override the security mechanisms of Plan.One.

- The use and/or circulation of viruses, worms, trojans.

- Brute force attacks,

- Sending unsolicited commercial messages (spam).

- Other measures or methods which may disrupt Plan.One including all of the hardware and software used in the running of Plan.One and/or which may harm Plan.One or Users.

4.5.3

The access data for Plan.One must be kept strictly confidential by the Architect. They must ensure that the administrators and Users likewise treat the access data as strictly confidential. If the Architect has knowledge, or even if it is only suspected that the access data is known to a non-authorised person, the Architect must inform Plan.One of this immediately.

4.6 Blocking

In accordance with the statutory regulations, The Provider as the service provider is not obliged to monitor the information which is transferred or stored or to investigate circumstances that suggest illegal activity. However, should the Provider become aware of the unlawful actions of a User or receive information from within Plan.One, the information will be removed immediately or access to it will be blocked.

5. Liability of the Provider

5.1

The Provider shall be liable without limit to Users for damages arising from damage to life, limb or health which are based on a deliberate or negligent breach of duty as well as for other damages which are based on a deliberate or grossly negligent breach of duty as well as malice. Furthermore, the Provider

shall be liable without limit for damages which are subject to liability according to binding statutory provisions such as the German Product Liability Act (Produkthaftungsgesetz) as well as in the case of an assumption of guarantees.

5.2

For damages which are not covered by Item 5.1 and which were caused by the slightly negligent conduct of legal representatives, executives or other agents of the Provider, the Provider is only liable if they are the infringement of an essential contractual obligation. In this case, claims for compensation are limited to damages that are typical and foreseeable in this type of contract. Damages are no longer foreseeable in this type of contract if they are over €50,000.00. An essential contractual obligation exists for obligations whose fulfilment enables the correct execution of the contract in the first place and on whose observation the Architect depends and may depend.

6. Data protection

6.1

The elicitation, processing and use of personal data by Plan.One conform to the applicable provisions of data protection law, the general data protection information on the use of Plan.One as well as the consent declared by the Users for the processing of personal data.

6.2

Users are prohibited from passing the contact data of other Users acquired via Plan.One onto third parties without their approval and/or using this for the purposes of marketing with telephone calls (e.g. unsolicited calls to mobile phones [spom] or via internet telephony [spit]) or for the purposes of marketing using electronic mail (e.g. unsolicited e-mail or SMS adverts as well as via the Plan.One messenger service or an instant messenger [spim]) and/or allowing this to be used.

6.3

The User agrees that Plan.One may use cookies to gather, process and use their usage data. The use of these cookies serves to make Plan.One user-friendly and

user-related as well as to develop it effectively and securely. For example, it enables storage of the authentication data requested when logging in, thus allowing the login to be simplified. Moreover, cookies are also used for the personal welcome to Plan.One, among other things, and aid the provision of Applications, which are tailored to each User.

Cookies are alphanumeric identifiers which temporarily reside in the working memory (session cookies) or are permanently saved to the hard disk (permanent cookies). The settings of the internet browser used allows a free choice of whether cookies should be accepted, whether you should be informed when cookies are set or whether all cookies should be rejected. However, if function-related cookies are rejected, Plan.One cannot function or can only function to a limited extent, because certain functions are only available if and when consent is given to the use of function-related cookies.

6.4

The User agrees that Plan.One may send them notifications. These messages contain advice and reports for Users of Plan.One. The User acknowledges that Plan.One uses their personal data for this purpose in accordance with their selected settings. According to this, the messages are sent by e-mail to the address used by them for the use of Plan.One.

6.5

The User acknowledges that they can object to the above agreements in full or in part at any time with future effect in relation to Plan.One. This objection must be sent by e-mail to: Plan.One GmbH, Schlüterstraße 40, 10707 Berlin, Germany

7. Other

7.1

The Provider reserves the right to amend the provisions of these General Conditions of Use at any time and without providing reasons while observing the conditions outlined below under Point 7.1.1 and up to and including 7.1.3.

7.1.1

The above authority to make changes expressly does not include any changes to the description of the subject of the contract in accordance with Point 3 of the General Conditions of Use. The Provider shall therefore notify the Architect of any changes to and/or deviations from the service promised and offer them continuation of the usage relationship under the amended conditions if the interests of the Architect are adversely affected as a consequence of the changes and/or deviations.