

Terms of use

Preliminary note

Within the framework of its software Plan.One, Plan.One GmbH (hereinafter: "Provider") offers, among other things, a personalized, interactive online service for which users can register (hereinafter: "User").

The purpose of Plan.One is to provide users with tailor-made services with regard to the implementation of construction projects.

1. General

1.1

The provider enables users to access and use Plan.One on the basis of these General Terms and Conditions of Use; these regulate the relationship between the provider as the operator of Plan.One and the user.

1.2

These General Terms of Use apply to all content, functions and other services (hereinafter referred to as: "Applications") that the Provider makes available for Plan.One. For certain applications, additional conditions may be agreed with the user (hereinafter: "Additional Conditions"); the provider will inform the user of any existing Additional Conditions in good time before the use of such an application.

1.3

The use of certain applications within Plan.One - in particular those that require the acceptance of additional conditions or separate consent - may be restricted to certain users and/or corresponding groups.

2. Access

2.1

In order to be able to use Plan.One, the user must first submit a corresponding application. The application can only be made by the user himself. The application form is available in electronic form on the website www.plan.one.

2.2

The provider will check the above application in a timely manner. If this is complied with, the user specified in the application will receive a confirmation link by e-mail. After clicking on the confirmation link, the user has a user account.

2.3

The user may not pass on his access data and must treat these strictly confidentially. In the event that third parties gain knowledge of the access data, the provider must be informed immediately.

2.4

Three incorrect entries of access data or three months of non-use of access entitle the Provider to block the User's access.

3. Subject matter of the contract

The subject matter of the contract for the personalized, interactive online offer is to provide users with customized services with regard to the implementation of construction projects. This includes in particular the creation and maintenance of user profiles, the use of product information as well as extensive mediation, communication and suggestion services based on the evaluation of the information provided as well as personal usage behaviour.

3.1

Applications are available to the user via Plan.One. These can be used in particular for the following:

Create and maintain user profiles

Use of product information

- Find products via <https://plan.one> (manual)
- Find products directly from the planning environment (Graphisoft ArchiCAD, Autodesk Revit)
- Selected product data (parameters or entire BIM objects) can be integrated directly into the planning model
- Further data can be downloaded from the platform:
 - CAD data, catalogues, images, videos, etc. ...

Plan.One offers per product the information and downloads that the provider receives from the respective product supplier. It is not possible to provide exactly the same information and downloads per product across all categories, as these are either not provided by the product supplier or may not exist at all.

Plan.One is dependent on the cooperation of the respective product suppliers with regard to the up-to-dateness of products and product data. For this reason, it is not possible for Plan.One to contain data that is updated on a daily basis. This applies to new products as well as additional product information and downloads. The data published on Plan.One may therefore differ from the data published by the respective product supplier.

To ensure cross-manufacturer comparability of products, Plan.One performs a (partial) standardization of the data provided by the product supplier. This can lead to deviations between the naming of properties and property values on Plan.One and those of the respective product supplier.

Plan.One lists products that may no longer be available on the market in the form shown. The reason for this is that the product information displayed on Plan.One can serve as a basis for users' planning processes. In order for users to continue to have access to product information of already implemented or ongoing planning processes, products can continue to be listed on Plan.One even if they are no longer available in this form.

It may happen that listed products are removed from Plan.One. In this case, Plan.One complies in particular with the request of the respective product supplier if he wishes that products should no longer be listed on Plan.One. This can affect both products that are still available and products that are no longer available.

Plan.One allows the user to rank products according to a large number of filters. Products for which the set filter matches the associated technical properties are marked: each product tile shows how many filters match the properties of the product and how many filters are currently selected in total (e.g. 5/10). The filters are evaluated by Plan.One independently from each other. In particular, no relationships between technical properties are considered (example: there may be technical properties that are mutually exclusive in certain characteristics), as these are not available to Plan.One. A final check whether a product is available in a desired configuration is the responsibility of the user.

On each product page, the user has the option of specifying an individual configuration of a product via the "Configure product" function. Here it is possible to specify values for properties that can lead to a product configuration that is not available in this way. It is up to the user to assure the product supplier that a product is actually available in a specific configuration. The function "Request feasibility" offered after the configuration forwards the specific configuration to the respective product supplier as a request. Whether and how the product supplier answers this request is not the responsibility of the provider.

Contact

- Contact with the consultant or product supplier to clarify questions (communication network)
- Contact details of consultants and product suppliers are for information only; there is no guarantee that the contact details are still current or that consultants/product suppliers will respond.

A request made via the "Contact manufacturer" function is forwarded by Plan.One to the respective product supplier for a response. Whether and how the product supplier answers a request is not the responsibility of the provider.

Identification and proposal of relevant construction products

The user with a user account will be suggested relevant building products for him. In order to be able to provide this service, the provider collects and stores information that is transmitted to him in the context of the use of his account. In addition to the characteristics of the product searched for by the user, his personal search and usage behaviour is also evaluated by the provider. Only in this way can the Provider identify and suggest relevant building products for the User.

Disclosure of personal data to manufacturers and cooperation partners

The personal data of users with a user account, which accrue in the course of registration and interaction, are forwarded by the provider to manufacturers and cooperation partners in order to be able to provide the mediation, communication and suggestion services that are the subject of the user contract.

3.2

The Provider strives to continuously develop Plan.One. As part of these further developments, Plan.One, as well as individual applications, will be improved and/or extended.

3.3

The right to use Plan.One and the applications exists only within the scope of the current state of the art. In this context, it may sometimes be necessary to temporarily restrict services within Plan.One - for example, with regard to capacity limits, the security of Plan.One, the integrity of the servers or to implement technical measures in the interest of proper provision of the services. The provider will take the legitimate interests of the users into account and, for example, announce planned maintenance work of Plan.One in advance on the website.

3.4

Plan.One is available at least 95% p.a. per quarter.

4. User obligations

In order for Plan.One to function with the multitude of its users, certain rules must be followed by all users.

4.1 General information

4.1.1

Users are also responsible for the content (including but not limited to texts, images, graphics and links) that they make available or distribute via Plan.One. It is therefore their responsibility to ensure that the respective content is lawful, in particular that it 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 treat each other

politely. Accordingly, it is inadmissible to highlight other people negatively or to ridicule them.

4.1.3

No chain letters may be sent or competitions, lotteries, betting games or similar conducted and/or organised.

4.1.4

When users make statements in profiles and groups, these must correspond to reality.

4.1.5

Racist, violent, sexist, discriminatory or otherwise offensive publications, as well as those that insult, defame, threaten or verbally disparage persons, ethnic groups or religious confessions are not permitted.

4.1.6

No profiles may be set up within Plan.One that are used to read, store, edit, modify, forward or otherwise misuse information.

4.1.7.

Users are prohibited from disclosing contact information of other users obtained through Plan.One to third parties without their consent and/or from using and/or allowing third parties to use such information for the purpose of advertising with telephone calls (e.g. unsolicited calls on mobile phones) or via Internet telephony or for the purpose of advertising using electronic mail (e.g. unsolicited e-mail or SMS advertising as well as via Plan.One's messaging service or an instant messenger).

4.1.8.

The user agrees that Plan.One sends him notifications; these messages contain notices and reports for users of Plan.One. The user acknowledges that Plan.One will use his personal data for this purpose in accordance with the settings selected by him; accordingly, the messages will be sent by e-mail to the e-mail address used by him for the use of Plan.One.

4.2 When using the contents within Plan.One

The content accessible via Plan.One may not - with the exception of legally permitted cases - be copied, distributed or otherwise made publicly accessible without the consent of the respective rights holder.

In this respect, the use of computer programs for the automatic reading of data, such as crawlers, is also prohibited.

4.3 Messages

Repeated sending of messages is not permitted if another user has indicated that this is not desired.

4.4 Malfunction of Plan.One

4.4.1

Disruptive interventions in Plan.One are prohibited. In particular, it is prohibited to take such measures that may lead to an excessive load on Plan.One (e.g. mass sending of notifications or messages [spam]) or to an unreasonable harassment of other users.

4.4.2

Electronic attacks of any kind on Plan.One (including all hardware and software used to operate Plan.One) or on individual users are prohibited. Such electronic attacks include, but are not limited to, the measures listed below:

- Hacking attempts, i.e. attempts to overcome, circumvent or otherwise disable Plan.One's security mechanisms,
- the application and/or spreading of viruses, worms, Trojans,
- Brute force attacks,
- Sending unsolicited advertising messages (spam),
- any other measures or procedures that may interfere with Plan.One, including all hardware and software used to operate Plan.One, and/or cause damage to Plan.One or users.

4.6 Blocking

According to the legal provisions, the provider as a service provider is not obliged to monitor the transmitted or stored information or to investigate circumstances that indicate illegal activity. However, should the provider become aware of the illegal action of a user or information 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 is liable to users without limitation for damages arising from injury to life, limb or health that are based on an intentional or negligent breach of duty and for other damages that are based on an intentional or grossly negligent breach of duty and fraudulent intent. In addition, the provider is liable without limitation for damages that are subject to liability under mandatory statutory provisions, such as the Product Liability Act, as well as in the case of the assumption of guarantees.

5.2

The Provider shall only be liable for such damages that are not covered by section 5.1 and that are caused by the slightly negligent conduct of the Provider's legal representatives, executives or other vicarious agents if this involves the breach of a material contractual obligation. In this case, claims for damages are limited in amount to the contract-typical foreseeable damages. A damage is no longer contract-typically foreseeable from an amount of 50,000.00 €. An essential contractual obligation is given in the case of obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the user has relied and was entitled to rely.

6. Data protection

The Provider points out that extensive processing of the data provided by the User or resulting from the evaluation of their portal use is necessary for the provision of the contractual services within the scope of the usage contract. Only in this way can the Provider provide in particular the mediation, communication and suggestion services that are the subject of the usage contract.

The user can find detailed information on data processing in the data protection information (<https://plan.one/datenschutzerklaerung/>). Of course, the provider is also personally available to users for questions regarding data processing. Please feel free to contact the provider at legal@plan.one.

7. Miscellaneous

7.1

The Provider reserves the right to amend the provisions of these General Terms and Conditions of Use at any time and without stating reasons, subject to the conditions set out below in sections 7.1.1 to 7.1.3 inclusive.

7.1.1

Expressly excluded from the aforementioned right to make changes is any change to the description of the subject matter of the contract pursuant to Section 3 of the General Terms of Use. The Provider is entitled to make changes and/or deviations. The Provider is entitled to make changes and/or deviations from the promised service in accordance with § 327r BGB (German Civil Code) if there is a valid reason for doing so, the User does not incur any additional costs as a result and the User is informed clearly and comprehensibly about the change. A valid reason is given, among other things, if

- a function of Plan.One is used by less than 10% of the users:
- a time-limited test shows that a tested function is of no practical use to the majority of users or is used by less than 10% of users,
- a function permanently causes interference with other parts of Plan.One.

7.1.2

Other amended provisions not covered by section 7.1.1 shall be sent to the User by e-mail before they come into force. If the User does not object to the validity of the new General Terms of Use within six weeks after receipt of the e-mail, the amended General Terms of Use shall be deemed accepted. The Provider undertakes to separately inform the User of the significance of the six-week period in the e-mail containing the amended provisions (in particular, that the amended General Terms of Use shall be deemed accepted by the User if the User does not object to the new General Terms of Use within the period after receipt of the e-mail).

7.1.3

If the User objects to the application of the new General Terms and Conditions of Use within the period specified in section 7.1.2, the Provider shall be entitled to terminate the contractual relationship with the User with fourteen days' notice.

7.2

For the purpose of fulfilling the contract, and thus for providing the service contractually owed by the Provider, the Provider may also use third parties as so-called vicarious agents.

7.3

In place of the Provider, third parties may enter into the rights and obligations arising from this contract for the Provider in whole or in part, subject to a prior notice period of one month. In such a case, the User is entitled to withdraw from the contract by terminating the contractual relationship with the Provider without giving reasons.

7.4

Each party is entitled to terminate this contractual relationship with a notice period of two weeks.

7.5

These General Terms of Use and the contractual relationship between the Provider and the User shall be governed exclusively by the laws of the Federal Republic of Germany. However, this choice of law only applies to consumers to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.