EPLAN

eLAB - Terms of use

In addition to the Terms of Use EPLAN Cloud Platform, the following Terms of Use apply to the use of applications provided within the scope of EPLAN eLAB:

§ 1 Conclusion of contract, subject matter of contract
1.1 By activating the login button, a contract of use for cloud-based applications within the framework of eLAB is concluded between EPLAN GmbH & Co. KG (hereinafter referred to as "EPLAN") and the user.

1.2 The subject matter of this contract is the use of the eLAB applications by the user. By means of eLAB the user obtains access to prototype applications and applications under development at an early stage. The contents made available through this have neither market-ready product character nor have they gone through the EPLAN quality assurance process. In this respect, the user should not use the eLab applications for the purpose of commercial production.

§ 2 Scope of use
2.1 EPLAN grants the user a simple, non-exclusive right of use ("license") in accordance with these contractual conditions and to the extent of the EPLAN license model valid at the time of conclusion of the contract. Any further use of eLAB is excluded unless EPLAN has agreed to the extended use in advance in text form (by e-mail).

2.2 Excluded in particular are:
a) the temporary provision of eLAB (e.g. as application service providing) for other companies or
b) the use of eLAB for the training of persons who are not employees or otherwise employed by the user, unless EPLAN has permitted the user such use in text form. Operation by a third party on behalf of, under the control of and exclusively for the purposes of the user (IT outsourcing, hosting) is permitted. 2.3.

2.3 EPLAN is entitled to use the user's data made available within the framework of eLAB for evaluation, for pre-training of intelligent mechanisms and for gaining knowledge and also to make it available in anonymised form to other users of eLAB. Unless otherwise agreed, the user grants EPLAN a comprehensive right of use, unlimited in time and space, to the uploaded contents of the data made available via eLAB for this purpose.

2.4 EPLAN may record and evaluate the use of the applications made available within the scope of eLAB, including frequently used functions, typical operating steps and the use of digitized component data. There is no evaluation at the level of individual or a few users. EPLAN may use the findings obtained in this way to improve the user-friendliness, range of functions and performance of the entire EPLAN software. EPLAN is entitled to use the findings for commercial market and target group identification.

§ 3 Duration of the contract
3.1 The contract of use begins with the initial registration of the user and is concluded for an indefinite period.

3.2 The user contract may be terminated by either contracting party at any time with a notice period of 24 hours.

3.3 The right to extraordinary termination for good cause remains unaffected.

3.4 The termination must be in text form (e-mail to elab@eplan.de) to be effective.

3.5 In the event of termination, all uploaded data of the user will be deleted immediately. The user has no claim to provision or restoration of the deleted data.

§ 4 Warranty, availability
4.1 A warranty by EPLAN in the event of material defects and defects of title is excluded. This shall not apply if EPLAN fraudulently conceals a defect of title or material defect in the eLAB application at the time of conclusion of the contract of use.

4.2 Since the eLAB applications are exclusively prototype software which is still under development, in particular a certain availability of the data uploaded by the user is not guaranteed.

§ 5 Liability
5.1 EPLAN shall only be liable if EPLAN is at fault, unless the law provides for liability without fault.

5.2 EPLAN shall be liable without limitation for intent and gross negligence.

5.3 In the event of a degree of fault which falls short of Section 5.2 (simple negligence), EPLAN shall be liable:
a) unlimited in the event of injury to life, limb or health;
b) limited to compensation for the foreseeable, typically occurring extent of damage for other damage arising due to the breach of an essential contractual obligation. An essential obligation is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the maintenance of which the other contracting party justifiably relies.

5.4 In addition to Section 5.3, EPLAN shall be liable exclusively for direct material damage up to a maximum amount of € 50,000 per damaging event, whereby the liability for the entirety of all damaging events within a calendar year shall be limited to € 100,000. Liability for financial loss and any kind of consequential damage is excluded, in particular for loss of profit, for damage from loss of production and for damage incurred by third parties.