

Terms of Use for Anyline Apps



Legal Provisions

Section 1 | Which scope do these Terms have?

- 1.1 **Entire Agreement.** These **Terms**, govern your use of the **Apps**. Except as explicitly agreed in writing between us, none of your terms and conditions shall be incorporated into or form any part of these Terms, and you agree that such terms and conditions will not apply to your use of the Apps.
- 1.2 **Definitions.** To avoid repetitions, make this document easier to read, and ensure continuity, we use definitions in the Terms which we **highlight** for easier visibility. Whenever you see a definition for the first time, we highlight it. The meaning associated with each highlighted term is set forth in the definition section at the end of these Terms.
- 1.3 **Applicability.** Whenever you complete the registration for one of our Apps and accept these Terms, they will apply to your use of the Apps and you will enter into an **Agreement** regarding the use of the Apps. Should this not apply to you, any use of our Apps is prohibited, unless explicitly agreed between you and us in documented form.
- 1.4 **Enterprise and Professional Services.** We might offer you tailor-made professional services in individual cases or our enterprise data capture solutions on a licensing basis. In both cases, the provision of such services and apps is subject to separate terms and is not covered under these Terms.

Section 2 | Which rights do you receive from us?

- 2.1 **Grant of License.** In accordance with and subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, and non-transferable license to use our Apps during the **License Period** (hereinafter the **License**).
- 2.2 **License Scope.** Your License solely encompasses the right to access and use our Apps solely for the purpose of testing it in non-commercial/non-production environments.
- 2.3 **Reservation of rights.** Except as expressly provided herein, no other right or license is granted by us under your Agreement (in particular, concerning the source code of our Apps) and all rights not expressly granted hereunder are reserved to us or our licensors.

Section 3 | Which assistance do we provide?

- 3.1 **Updates.** We regularly update and release new versions of our Apps in our sole discretion. To use the latest functions of the Apps you will need to update to the newest version and you acknowledge that updating the Apps might change the scope of the Apps you are using, based on the used release version.

Section 4 | Which responsibilities do you have?

- 4.1 **Responsibility regarding your use.** You are solely responsible and liable for
 - a. any prerequisites necessary for the Apps' use, such as meeting technical requirements outlined in the **Datasheet**, attaining necessary permits and licenses and complying with third-party terms of operating systems;
 - b. compliance with these Terms as well as laws and regulations applicable to the Apps use, as for example the laws outlined in sections 9.2; and
 - c. ensuring that no rights of third parties are infringed when uploading, scanning or transferring the images through the Apps.
- 4.2 **Respecting our rights and goodwill.** You will not undertake or knowingly facilitate any third-party action that damages us or is likely to damage our goodwill or our Apps. You thus will, for example, not
 - a. subject to section 4.3, disassemble, decompile, reverse engineer, decipher, translate or use any other means to attempt to discover any source code, algorithms, trade secret, or other intellectual property right meant to be kept secret by us which underlies the Apps;
 - b. use the Apps or **Scan Results** to create any service, software, or documentation that is the same as, substantially similar to or has similar functionality as the Apps;
 - c. adapt, combine, create derivative works of, or otherwise modify the Apps, for example, remove proprietary notices or make them unrecognizable;

- d. use the Apps for any other purpose than as a data capture solution for the data our Apps are designed for or for testing purposes; for example, you will not use the Apps to (i) develop viruses, tracking tools or malicious code or (ii) participate in fraudulent schemes; or
- e. infringe our rights or any third-party rights when using the Apps and you shall inform us on any infringement of our rights immediately.

4.3 Mandatory decompiling exemptions. To the extent applicable laws grant you a mandatory right to decompile the Apps to establish interoperability and/or correct errors, any decompiling is only allowed after you informed us about the non-operability and/or error over the App's contact form and gave us the option to remedy the issue as set forth in sections 6.3 and 6.4.

Section 5 | What do we receive from you?

5.1 Free-of-Charge. We charge no fees for the use of the Apps, but you will grant us the rights set forth below for the provision of the services. In particular, we collect and process the data included in your Scan Results for the purpose of training and enhancing the Apps and our other software products.

5.2 Scan Images and Results. To continuously improve the Apps and our other software products and fulfil our contractual obligations under your Agreement, we need to process Scan Images and Results using artificial intelligence. Solely for this purpose, you grant us an unlimited, transferable, and royalty-free right to use your Scan Images and Results and any data within this Scan Images and Results for any action required to fulfil such purpose. Insofar as the Scan Images and Results contain **Personal Data** the processing of such data (and your respective rights under the **GDPR**) are set forth in the privacy policy for our Apps which is available at <https://anyline.com/imprint-and-legal>.

5.3 Feedback. You assign us all rights to any suggestions, requests or other feedback regarding the Apps and warrant that no laws or legal obligations prohibit you from doing so. We may freely use such feedback without any confidentiality or other restrictions.

Section 6 | Which liabilities and warranties do apply?

6.1 Authority. You warrant that you have the authority and obtained any consent necessary to enter into an agreement for the use of our Apps.

6.2 Conformity. The scanning solutions provided within the Apps will substantially conform to the information on the solutions provided in the Datasheet.

6.3 Remedy. If a **Defect** of the App exists, we will remedy the Defect within a reasonable time period. In case we are not able to do so, you can always terminate your Agreement and the use of our Apps by deinstalling such Apps. The remedies set forth in this Section 6.3 are your sole and exclusive remedies for any Defect or any breach of Section 6.2.

6.4 Requirements for any remedy. We will only remedy a Defect if

- a. you have updated and use the latest available App release version;
- b. you have notified us immediately on the Defect over our support form; and
- c. you have not caused the Defect by use contrary to these Terms.

6.5 No other warranties. Other than the warranties given in section 6.2 there is no other documentation, information, or advice, whether oral or written by us, that shall constitute any express or implied warranty of any kind. We do not warrant that the Apps will be sufficient for a particular purpose, whereas you may use the Apps to determine if our enterprise software suits your intended purpose.

6.6 Indemnification. You will indemnify and hold us and our employees, suppliers, and licensors harmless from all third-party claims (including legal fees) resulting from a breach of your Agreement by you or any third-party or individual you choose to grant access to the Apps. You will not agree to any settlements of third-party claims where we have been named a party without our prior written consent.

6.7 Limitation of liability for damages. To the fullest extent permitted by law, our liability for damages caused by us with respect to the use of the Apps is limited as follows:

- a. we are only liable for wilful or grossly negligent actions as well as claims caused by injury to life, body or health of persons. Any liability for slight negligence is expressly excluded;
- b. any liability for indirect damages and **Consequential Damages**, regardless of the legal basis, as well as loss of profit is excluded;
- c. any claims for damages shall be brought (i) forward within 6 months from the time you acquired knowledge of the damages and (ii) exclusively against us and not our employees, contractors, or agents; and
- d. we will assume no liability for any failure to perform our obligations under these Terms for reasons beyond our reasonable control, for example, natural disasters, pandemics, war, acts of public authorities or terrorism.

Section 7 | How long will your agreement be in effect?

- 7.1 Term of the Agreement.** Your Agreement commences when you first accept these Terms according to section 1.3 and continue until you delete and no longer use the Apps.
- 7.2 Termination for cause.** We may terminate any use of the Apps and block your access with immediate effect if you are in breach of these Terms.

Section 8 | What is your right to withdrawal and why does it not apply?

- 8.1 Applicability of this section.** This section only applies if you are **Consumer**.
- 8.2 Non-applicability of right to withdrawal.** Consumers do not have the right of withdrawal under the Austrian Act on distance contracts and off-premises contracts (*Fern- und Auswärtsgeschäfte-Gesetz*) if the performance of a service is started at the Consumer's request before the expiry of the withdrawal period, in such a case, the right of withdrawal shall lapse after legal notice of these consequences for requesting early performance. **You hereby acknowledge and expressly agree that with the first-time use of the Apps, the performance of services by us will take place prior to the expiry of the withdrawal period and that this entails the loss of the right of withdrawal.**

Section 9 | How do we process personal data?

- 9.1 Data protection.** We are obligated to comply with the provisions of the GDPR as well as any other data protection provisions. We process the personal data received by you for the purpose of fulfilling your Agreement. Further information on this and your rights as a data subject is outlined in the privacy policy for our Apps which is available at <https://anyline.com/imprint-and-legal>.
- 9.2 Your data processing responsibilities.** You are solely responsible for complying with all applicable data protection regulations when scanning and processing personal data, including, but not limited to, the lawfulness of processing and any consents necessary by the concerned data subjects whose personal data is part of the images you scan and process through our Apps.

Section 10 | What happens in case of a dispute?

- 10.1 Governing Law.** Your Agreement will be governed by Austrian law, except for its conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.
- 10.2 Venue.** Any dispute arising out of or in connection with your Agreement shall be subject to the exclusive jurisdiction of the competent court for commercial matters in Vienna, Austria (*Handelsgericht Wien*).
- 10.3 Dispute with consumers.** If you are a Consumer under the applicable law and have your domicile or residence in any other jurisdiction or are employed in any other jurisdiction, you can only be sued in the jurisdiction your domicile, residence or place of employment is located. The governing law shall only apply to the extent that it does not restrict any mandatory statutory provisions of the state in which you have your residence. Furthermore, an online dispute resolution platform has been set up at the European Commission to resolve disputes arising from online sales contracts and online service contracts. This gives Consumers the opportunity to resolve disputes out of court first. This can be accessed at the link: <https://webgate.ec.europa.eu/odr/>. We do not participate in a dispute resolution procedure before a Consumer arbitration board.

Section 11 | Which other provisions apply?

- 11.1 Confidentiality.** You shall not disclose or use any **Confidential Information** of us for any purpose other than for using the Apps as outlined and limited by these Terms.
- 11.2 Assignment.** We may assign your Agreement without prior notice. You may not assign or transfer your Agreement by any means without our prior written consent.
- 11.3 No Waiver.** Failure to enforce any provision of the Agreement shall not constitute a waiver of future enforcement of that or any other provision of your Agreement.
- 11.4 Third-party Beneficiary.** You acknowledge that our Apps include third-party applications. The licensor of these applications is a beneficiary under your Agreement and they, its successors and assigns, may enforce all of the terms of your Agreement. Your Agreement does not limit the legal or equitable rights (including injunctive relief), benefits or remedies of the licensor under or by reason of your Agreement.

11.5 Severability. If any provision of your Agreement is found to be invalid or unenforceable, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of your Agreement shall remain in effect.

11.6 Updates to these Terms. You agree in advance that we may change these Terms in the future, provided that such changes are required by (i) future revisions of the applicable law or judgments applicable to the use of the Apps or (ii) changes to our Apps, our other services or business model. All recent or previous versions of these Terms are available under <https://anyline.com/imprint-and-legal>. Should you object to the changes, we shall be entitled to terminate the Agreement with immediate effect if a continuation of the Agreement within the framework of the old terms of use is not possible or unreasonable for us.

11.7 Definitions. The definitions following below shall have the meaning ascribed to them below and these meanings form an integral part of the Terms.

Definitions

Definition	Meaning
Agreement	means the agreement that is concluded once you finish registration and accept these Terms, which govern the use of the Apps
Apps	means the software application we offer through mobile stores, such as Google's PlayStore or Apples App store and Web Apps / Instant Apps; the scanning solutions included in the Apps are outlined in the Datasheet
Confidential Information	means all confidential and proprietary information of us that is disclosed to you during the use of the Apps, regardless of whether the information has been marked as confidential or should be treated as such given the nature of disclosure.
Consequential Damages	damages which do not result directly from the damaging act, but only arise indirectly from the infringement of legal rights, for example damages exceeding the actual costs for repairing a damage
Consumers	means an individual that does not operate a business, which is an organization which is run on an independent basis for economic purposes, even if it not generating profits
Datasheet	a detailed overview on our scanning solution which are available in our Apps, available under https://ocr.anyline.com/datasheet
Defect	any deviation of the Apps from the material aspects set forth in the Datasheet
Features	the features mentioned under each module in the Datasheet
GDPR	Regulation (EU) 2016/679 (General Data Protection Regulation)
License	the right to use our Apps which we grant to you pursuant to section 2.1, subject to the scope and limitations set forth in these Terms
License Period	the period during which you are allowed to use the Apps, which starts on the date you complete registration and accept these Terms and ends once you discontinue using the Apps through a deinstallation of the Apps or are blocked due to non-compliance with your Agreement

Definition	Meaning
Personal Data	any information relating to an identified or identifiable natural person, as defined in Art 4 of the GDPR
Scan Images and Results	data, images or image data, from or in connection with the processing by the Apps
Terms	our Terms of Use for the Anyline Apps, in other words - this document
We, Us, Our	Anyline GmbH, an Austrian company, based in Zirkusgasse 13/2B, 1020 Vienna and registered with the Austrian companies register under FN 392187x