

Terms of use for the web browser software extension Lamiro

(Status: Karlsruhe, 17 July 2012)

General Provisions

The browser software extension ("add-on") is a service provided by solute gmbh and shall be provided free of charge for your personal, non-commercial use. These terms of use shall be the legally binding basis for the use of such add-ons. Please read these terms of use carefully before you install or use this add-on. By downloading or installing the add-on, you accept these terms of use. Should you not accept these terms of use, you must not install this add-on and/or must de-install it immediately, as the case may be.

Rights

solute gmbh is the exclusive owner of all property rights, including but not limited to the copyrights for the use, processing and utilisation rights, to the source and binary code of the software as well as to its documentation and all other related protectable materials. We shall not grant you any rights to the software other than the rights expressly granted by these licence terms.

All copyrights, brands, utility models, patents and other registered and unregistered intellectual property rights relating to the add-on, including without limitation the names billiger.de, Sparberater and Lamiro are and shall remain the property of billiger.de. You shall be entitled to use the add-on and any information received for your own, personal, non-commercial purposes exclusively and you must not copy, publish or otherwise use the add-on and any information received for any other purpose. You undertake not to adapt, change, create derivative works of the add-on and not to use any information retrieved, except for your own personal, non-commercial use. Any other use of the add-on or of the information retrieved shall be subject to solute gmbh's prior written consent.

Names, pictures and logos shall identify solute gmbh or third parties and its/their products and services and shall be subject to the copyright, trademark right and trademarks of solute gmbh and/or such third parties. Nothing in these terms of use shall be deemed to be the transfer of a license or right to use for a brand, utility model or copyrights of solute gmbh or any third party.

Disclaimer

The add-on and any information retrieved, including information relating to any third parties and their products and services, shall be rendered "as is" and "as available". To the extent legally permissible, solute gmbh shall exclude any and all warranties and guarantees (whether express or implied by virtue of law), including any implied guarantees of satisfying quality, fitness for a specific purpose, compliance, compatibility, security and accuracy of the add-on or of the retrieved information.

solute gmbh shall not be liable for any of the following cases of loss or damage (irrespective of whether such loss or damage was foreseeable or known, etc.) (a) loss of data, (b) loss of earnings or expected profits; (c) loss of business, (d) loss of business opportunities, (e) loss of goodwill or damage to its reputation; (f) third party losses or (g) any indirect, consequential, special or exemplary damage that may result from the use of the add-on, irrespective of the method of use.

solute gmbh shall not guarantee that the add-on will be free from interruptions or errors, that errors will be corrected or that the add-on is free from viruses or bugs. You confirm that you are responsible for the operation of suitable virus protection processes (including anti-virus and other security processes) in order to guarantee the fulfilment of your particular requirements for the correctness and functionality of data services.

In addition, solute gmbh shall not assume any liability for the correctness of the information shown, listed products may deviate from those shown on the dealer website and any information provided shall be without engagement. The listed offers are non-binding advertising statements of the relevant providers and shall in no event be deemed to be a binding offer made by solute gmbh.

Third-party contents

The add-on generates links to third-party websites the contents of which are not within solute gmbh's sphere of responsibility. Thus, the provider or operator of such linked websites shall be liable for the contents of such sites and solute gmbh hereby rejects any liability in relation to the contents of such third-party websites to the fullest extent permitted by applicable law. This means that you access such websites via a link provided by the add-on at your own risk. In addition, these terms of use shall not apply to third-party websites.

Privacy and data protection

solute gmbh takes the protection of your personal data very seriously and strictly complies with the provisions of the Data Protection Act. No personal data shall be collected or stored when you use the software. Your IP address shall not be processed and/or shall only be processed in anonymised form.

We shall temporarily process the following data which are required for the functionality of the add-on; Such data shall be without any references to your person:

- excerpts from the text of the website you visited in order to determine the contents to be delivered;
- URL of the websites visited via the add-on;
- the URL of the website you initially visited (if this is a supporting website);
- the time you visited a website;
- browser type and version.

If you visit any web address belonging to solute gmbh (e.g. billiger.de), the non-personal data usually collected for web tracking purposes shall be collected, by using the technology provided by Econda GmbH, the services of which were audited and certified by the Technical Inspection Agency (TÜV) as to compliance with the data protection laws. These data shall be collected and stored in an anonymised and pseudonymous manner in order to enable us to continuously improve our products and services offered. The data shall neither be used in any other manner nor disclosed to any third parties nor combined with data stemming from other sources. You are entitled to object to the analysis of your online behaviour on solute gmbh's websites by clicking on the following link:

<http://www.econda.de/econda/datenschutz/widerruf-datenspeicherung.html>

solute gmbh receives information from third-party providers of websites you visit via the links offered in the software. Such information contains the sites you visited and information on whether you order a product via such website or not. billiger.de receives no personal information about you from those third-party website providers and any information received shall be treated in compliance with these terms of use.

Security of your personal data

solute gmbh shall protect your personal data against unauthorised access, use or disclosure. solute gmbh shall ensure that the personal data you store on the server shall always be in a controlled and secure environment in which they are protected from unauthorised access and disclosure.

Disclosure of your data

You can send us feedback or a support request by using web-based contact forms. In case of a support request, you may provide us with your e-mail address in order to enable us to contact you.

solute gmbh shall not disclose any personal data to third parties, except to the extent necessary in the ordinary course of business. In such case, only the absolutely required minimum of your personal data shall be disclosed.

However, in case solute gmbh is obliged - based on applicable law or based on a court order - to disclose your data, it shall disclose such data to government institutions and authorities which are entitled to obtain such information.

All other data disclosed in the ordinary course of business shall not contain any identifiable information such as your IP address and shall not be allocable to individuals.

Right to request information

You shall be entitled to request information about the data stored with regard to your person, about the origin and recipient of such data as well as about the purpose for which they were stored. For any information about the data stored, please contact lamiro@billiger.de.

Changes of these terms of use

solute gmbh reserves the right to change these security and data protection policies to the extent necessary to adapt them to the technical development, but only to the extent permissible in accordance with statutory provisions. In such cases, solute gmbh shall adapt the information on data protection accordingly. So please make sure you check regularly for any amendments to the current version of these terms of use.

Contact

It is important to us that you can rely on us. Should you have any further questions pertaining to these terms of use or to data protection issues, please contact us per e-mail (lamiro@billiger.de). Our team will answer your request without delay.

Contact data

solute gmbh

Zeppelinstraße 15

76185 Karlsruhe

Germany

Phone: +49 (0)721 86956-0*

Fax: +49 (0)721 86956-66

*You can contact us on working days from 10 a.m. to 5 p.m.

E-mail lamiro@billiger.de

Managing director:

Lorenz Petersen

Register court: Local Court Mannheim

Register number: HRB 110579

VAT identification number: DE234663798