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ValiCash terms of use and licence terms

A. Terms of use

Section 1 General provisions

Section 1.1

Koenig & Bauer Banknote Solution (DE) GmbH (hereinafter referred to as “Koenig & Bauer”) makes the ValiCash mobile application for the authentication of banknotes (hereinafter referred to as the “app”) and the information and functionalities contained therein available to the user solely for private use. Insofar as the app is distributed via an app store, the general terms and conditions of the respective app shop shall also apply to the acquisition of the app.

Section 1.2

During the installation process of the app, the user confirms by clicking the “Accept” button (iOS) that he or she agrees to these terms of use (hereinafter referred to as the “terms”) and declares that he or she has the consent of his or her legal representative if he or she has not yet reached the age of majority according to the applicable law. Koenig & Bauer shall be entitled to supplement, amend or replace this agreement with further terms at any time without the necessity of communicating individually with the user. By continuing to use the app, the user agrees to the respective version of the terms of use. Koenig & Bauer shall also be entitled to modify, interrupt or discontinue the app at any time, temporarily or permanently, with or without notice to the user. Koenig & Bauer shall not be liable to the user or any third party for any modification, interruption or discontinuation of the app. In the event of a modification, these terms of use shall also apply to the modified app.

These terms shall also apply to any updates that become due insofar as such update is not governed by a separate agreement.

Section 2 Rights of use

Koenig & Bauer grants the user the non-exclusive, revocable, non-sublicensable, free of charge and non-transferable right to use the app, including all digital content contained therein, in accordance with these terms of use for private purposes only.

Section 3 Obligations of the user and prohibitions

Section 3.1

The user shall only use the app lawfully in accordance with these terms of use and in compliance with the applicable law.

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The user shall procure and maintain at their own expense any technical devices and related ancillary services required for the user's connection to, access to or other use of the services.

Section 3.2

The app may not be made available to third parties, whether in return for payment or free of charge, nor may it be published, licensed, sold or otherwise commercially exploited. The rights to the app may not be rented, leased or otherwise transferred.

The user shall neither distribute the app nor reproduce the app, in whole or in part. Modifying or editing the images or information or the professional or commercial use of the information is not permitted. Offering services using the app is also prohibited.

Any use of the app that adversely affects the app itself, or websites linked to it, or the software accessed through the app, is also prohibited. In particular, any manipulation of the app or the programme code, for example, through viruses, Trojans or other malicious programme codes or other actions or tools that could damage the app and the digital content, is prohibited.

Section 4 Technical requirements

The app requires an iOS operating system version 14 or higher for iOS devices. Although Koenig & Bauer, without any legal obligation to do so, is endeavouring to adapt the app to the latest operating system versions and new mobile end device variants as well as making the app available for these end devices, the user shall have no right to demand such an update. The user shall be solely responsible for checking and ensuring that the end device intended to be used for the installation of the app meets the above-mentioned technical requirements.

Section 5 Warranty

Koenig & Bauer is committed to making the app widely available and regularly updating the information that can be accessed.

Koenig & Bauer does not provide any assurance or warranty that the app will always be available without interruption or fault or that the information will always be correct or complete.

Koenig & Bauer does not provide any warranty or assurance of any kind, whether express or implied, with regard to the app and the information made available, including, but not limited to, implied warranties.

Furthermore, Koenig & Bauer does not warrant the marketability, satisfactory quality, fitness for a particular purpose, accuracy, completeness, current validity or uninterrupted use of the app.

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In particular, Koenig & Bauer does not warrant that all counterfeit banknotes will be identified as such and does not provide any warranty in the event that genuine banknotes are identified as counterfeits.

Section 6 Liability and indemnity

Section 6.1

Any liability of Koenig & Bauer for any damage, in particular compensation for consequential damage caused by a defect, is excluded, irrespective of when such damage occurred or occurs or on what legal grounds it is based.

In this regard, Koenig & Bauer shall not be liable – to the extent permitted by law – for any loss or damage that may be caused to hardware or software due to the use of or access to the app or due to links to other websites.

The exclusion of liability shall apply in particular to the quality, current validity, accuracy, completeness and availability of the content and functions provided by the app.

The above exclusion of liability shall not apply

- in the event of intent or gross negligence,
- in the event of culpable injury to life, limb or health,
- in the event of defects that have been fraudulently concealed by Koenig & Bauer,
- if it falls within the scope of a guarantee promise,
- in the event of liability under the law on product liability, insofar as this applies to personal injury or property damage in respect of privately used products.

In the event of a proven culpable breach of material contractual obligations (i.e. obligations that are essential to the contract and on which one may reasonably rely) Koenig & Bauer shall be liable even for ordinary negligence; in the latter event, this shall be limited to the reasonably foreseeable damage typical for the contract.

Any exclusion or limitation of liability in favour of Koenig & Bauer shall also apply to the employees, representatives and vicarious agents of Koenig & Bauer as well as to its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG).

Section 6.2

The user indemnifies Koenig & Bauer against any claims by third parties – which shall include the legal fees and court costs arising from the defence of such claims – asserted against Koenig & Bauer on the grounds of any acts by the user in breach of the law or of this agreement.

Section 7 Data protection

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Koenig & Bauer shall at all times comply with the requirements of the applicable data protection law, in particular the GDPR.

The user grants Koenig & Bauer an ordinary, non-transferable, sublicensable right, unrestricted in terms of geographical area and content, which shall remain in force even after the termination of this agreement, to use the content and the data collected on an anonymous basis insofar as necessary. Koenig & Bauer shall not be liable for the content or data. Personal data shall not be processed.

Section 8 External links

The app may contain links to websites of third parties. These links grant the user access to information that may be useful or interesting to him or her.

If the user reaches external websites via these links in the app, the responsibility for the content thereof shall be borne by the providers of these websites.

Koenig & Bauer does not adopt the content of these sites as its own. Koenig & Bauer shall not be liable for or provide any warranty in respect of the content of the linked sites.

Section 9 Intellectual property

The content of this app is protected by copyright. Koenig & Bauer shall remain the owner of all proprietary rights, including copyrights, patents, trademarks and all other intellectual property rights and technical solutions related to the app. The user acknowledges that the rights granted under this user agreement shall not grant the user any ownership rights to the app.

All rights to the content and data made available to Koenig & Bauer by the user shall remain with the user.

Koenig & Bauer shall take reasonable steps to ensure that the app's security meets the customary industry standards.

Koenig & Bauer shall be entitled to introduce new versions and updates of the app, in particular to make changes to the design, operational procedure, technical specifications, systems and other functions of the app, at any time and without prior notice.

Section 10 Termination

If the user breaches the terms of use or if the user's conduct infringes the law, the rights of third parties or public morality, the user's rights of use pursuant to Section 2 shall automatically terminate and Koenig & Bauer shall be entitled to prevent the user from accessing the app temporarily or permanently.

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Any unlawful use, in particular, the reproduction, distribution or publication for commercial purposes, will be prosecuted by Koenig & Bauer to the full extent of the civil and/or criminal law.

Section 11 Final provisions of the terms of use and licence

Section 11.1

Should any provision of these terms of use be or become invalid or contain a loophole, the legal validity of the remaining provisions shall remain unaffected. Instead of the missing or invalid provision, a provision shall be deemed to have been agreed upon that comes as close as possible to the originally intended economic purpose.

All amendments and supplements to these terms of use must be in writing. This shall also apply to any amendment of this written form requirement.

Section 11.2

All disputes arising out of or in connection with the use of the app in accordance with these terms of use shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

If the user is a consumer, any further rights granted to consumers under the laws of the country in which the consumer permanently resides shall remain unaffected.

If the user is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law and

- a) It has its registered office within the European Union at the time of the initiation of proceedings, it is hereby agreed that the registered office of Koenig & Bauer shall be the exclusive place of jurisdiction for all disputes arising in connection with these terms of use. Notwithstanding this, Koenig & Bauer shall also be entitled to institute proceedings in the court having jurisdiction over the registered office of the user.
- b) It has its registered office outside the European Union at the time of the initiation of proceedings, all disputes arising in connection with these terms of use shall be finally determined in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS) to the exclusion of the ordinary legal recourse. The arbitral tribunal shall consist of a sole arbitrator if the amount in dispute does not exceed EUR 200,000 or of three arbitrators if the amount in dispute exceeds EUR 200,000. The place of arbitration shall be Würzburg. The language of the proceedings shall be German.

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B. Licence terms

Section 1 Scope of application and information

Section 1.1

In addition to the terms of use, this licence agreement (hereinafter referred to as the “EULA”) shall apply in respect of the “ValiCash” application (hereinafter referred to as the “app”) between Koenig & Bauer Banknote Solutions (DE) GmbH, Friedrich-Koenig-Straße 4, D-97080 Würzburg (hereinafter referred to as “Koenig & Bauer”) and the user. This EULA shall not create any legal relationship between the user and the App Store/Play Store. The app provided by Koenig & Bauer shall be subject to Koenig & Bauer’s terms of use and privacy policy.

By downloading, accessing and/or using the app, the user accepts and agrees to be bound by these licence terms and confirms that they constitute a legally binding contract between Koenig & Bauer and the user. In addition, the user accepts these conditions on their own behalf and on behalf of their employer or the organisation they represent when acting as a representative of another entity (such as a company, public authority or other legal entity).

Koenig & Bauer shall be entitled to amend these terms and conditions with or without notice to the user.

Section 1.2

As set out in the terms of use, the user shall not distribute or make the licensed app available on a network in which the app could be used by numerous different devices at the same time. The user may not transfer, redistribute or sublicense the licensed app, and in the event that the user sells their Apple device to a third party, the user shall first remove the licensed app from the Apple device before doing so. The user may not reproduce the licensed app or any updates or parts thereof (except as permitted under these licence terms and the terms of use), reverse engineer, disassemble, attempt to derive its source code, modify it or create derivative works from it (except to the extent, and only to the extent, that any of the above restrictions are prohibited under the applicable law or to the extent permitted under the licence terms, if any, applicable to the use of any open source components incorporated into the licensed app).

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Section 1.3

The user consents to Koenig & Bauer collecting and using technical data and related information – in particular, technical information about the device, system and application software and peripherals – that will be collected at regular intervals in order to facilitate the provision of software updates, product support and other services (if any) provided to the user in connection with the licensed app. Koenig & Bauer shall be entitled to use this information to improve its products or to provide the user with services or technologies, provided that this is done in a form that does not reveal the identity of the user.

Section 1.4

The rights granted by these licence terms shall automatically terminate if the user fails to comply with the terms.

Section 1.5

The licensed app may grant access to services and websites of Koenig & Bauer and/or third parties (collectively and individually referred to as “external services”). The user hereby acknowledges that the use of the external services shall be solely at the user’s own risk. Koenig & Bauer shall not be responsible for verifying or evaluating the content or accuracy of external services provided by third parties and shall not be liable for such external services by third parties. The information displayed in a licensed app or external service, particularly financial, health and location information, shall be for general information purposes only and Koenig & Bauer or its representatives do not provide any warranty in respect thereof. The user warrants that he or she will not use the external services in a manner that does not comply with the terms of this licence agreement or infringes the intellectual property rights of Koenig & Bauer or third parties. The user shall not use the external services to harass, abuse, stalk, threaten or defame any natural or legal person and acknowledges that Koenig & Bauer shall not be responsible for any such use. External services may not be available in all languages or in the user’s home country and may not be suitable or available for use at a particular location. If the user decides to use any such external services, the user shall be solely responsible for compliance with all applicable laws. Koenig & Bauer shall be entitled to change, block, remove, deactivate or introduce access prohibitions or restrictions with regard to the external services at any time without notice and without incurring any liability to the user.

Section 1.6

Koenig & Bauer shall take reasonable care in making the licensed app available and shall exercise reasonable care with regard to the external services that are provided or made available by means of the licensed app. Koenig & Bauer does not make any other pledges or assurances with regard to the external services and in particular does not warrant that:

- a) The use of the external services will be uninterrupted or error-free.

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- b) The external services will operate without any loss, corruption, attack, virus, intrusion, hacking or other security-related disruption, and Koenig & Bauer disclaims all liability in this regard.
- c) The user shall be responsible for backing up the user's system, including backing up all licensed apps stored on the user's system.

Section 1.7

To the extent that no limitation of liability applies, Koenig & Bauer, its employees, representatives, vicarious agents and its affiliated companies within the meaning of Section 15 of the AktG shall under no circumstances be liable for any loss or damage caused by them if:

- a) A legal duty of care owed by Koenig & Bauer, its employees, representatives, vicarious agents and its affiliated companies within the meaning of Section 15 of the AktG was breached.
- b) This was not a reasonably foreseeable consequence of such a breach.
- c) Any increase in the loss or damage was due to a breach by the user of a provision of these licence terms.
- d) This was due to a decision by Koenig & Bauer to warn the user, to suspend or terminate the user's access to the external services or to take other measures during the investigation of suspected violations, or as a result of Koenig & Bauer concluding that a violation of this agreement had occurred.
- e) This arose in connection with the loss or corruption of data relating to the user's use of the licensed app.

In all other respects, the provisions on liability, the limitation of liability and the exclusion of liability in Part A, Section 6 shall apply mutatis mutandis.

Section 2 Additional terms of external platform providers

If the user downloads the app on Apple's iOS operating system, then the following shall apply:

- a) The app can only be accessed and used on a device that the user owns or controls and that uses Apple's operating system iOS 14 or later and only in accordance with Apple's terms of use as published in the terms of service for the App Store. The licence granted to the user for the app shall be limited to a non-transferable licence to use the licensed app on any iOS products.
- b) The user hereby acknowledges and agrees to the following:
 - Apple shall not be obliged in any way to provide support or maintenance services for the app.

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- Unless otherwise expressly provided for in these terms, legal claims in connection with the possession or use of the app shall be determined between the user and Koenig & Bauer.
 - If a third party claims that the possession or use of the app (in accordance with these terms) infringes any intellectual property rights, Apple shall not be responsible or liable to the user.
 - Koenig & Bauer, not Apple, shall be solely responsible for any claims by the user or any third party in relation to the licensed app or the user's possession and/or use of this application, including, but not limited to, claims arising from product liability, complaints of any kind that the licensed app does not comply with any applicable legal or regulatory requirements, and claims arising from consumer protection or similar laws.
 - Notwithstanding that these terms have been concluded between the user and Koenig & Bauer, Apple is a third-party beneficiary of these terms and, as such, shall be entitled to enforce these terms against the user.
- c) Furthermore, the user declares and warrants the following:
- The user does not reside, now or in the future, in a country that the US government has imposed an embargo on or that the US government has designated as a "terrorist-sponsoring" state.
 - The user is not included on any US government list of prohibited or restricted parties.
 - The user will observe the relevant contractual provisions of third parties when using the app, e.g. in the case of a VoIP app, the user may not breach his or her mobile data service contract when using this app.
- d) Koenig & Bauer shall be solely responsible for product defects of any kind, whether express or implied by law, insofar as liability for defects has not been excluded. In the event that the app meets the requirements for any applicable liability for defects, these licence terms stipulate that, to the maximum extent permitted by law, Apple shall have no other liability for defects with regard to the licensed app and that Koenig & Bauer shall be solely responsible for all other claims, losses, liabilities, damages, costs or expenses arising from the defect, insofar as liability has not been excluded.