

Terms of Use for FUTURA Engineering

1. Introduction

Futura Solutions GmbH (hereinafter referred to as 'Futura Solutions') develops and operates the cloud-based purchasing and procurement platform FUTURA[®], which is used to digitally interconnect business processes between purchasers (hereinafter referred to as "customer") and external actors, i.e., service providers, partners, and suppliers (hereinafter referred to as "users"). This technical communication basis, provided by means of a browser, enables the exchange of information and documents (hereinafter referred to as 'information') for the purpose of collaboration.

2. Subject of the Terms of use

'Futura Solutions' processes data on behalf of 'customer' and 'supplier'. In this respect and against this background, 'Futura Solutions' is a 'processor' in terms of the EU Data Protection Regulation (GDPR) (see Art. 4, para. 8). 'Customer', as the "controller" in terms of the GDPR (see Art. 4, para. 7) uses the cloud-based purchasing and procurement platform FUTURA[®] to interact with 'supplier' in a network. These Terms of Use shall regulate 'supplier's' use of the cloud-based purchasing and procurement platform FUTURA[®] provided by 'Futura Solutions'. The separate Privacy Policy for FUTURA[®] is an integral part of these Terms of Use.

3. Use of the FUTURA[®] supplier portal

'supplier's' first use of FUTURA[®] occurs when, upon initiation by a business partner ('customer'), they receive an invitation to share 'information' via FUTURA[®] and they wish to access the 'information' provided by 'customer' on FUTURA[®]. The use of FUTURA[®] by 'supplier' is free of charge.

4. Services provided by 'Futura Solutions'

'Futura Solutions' is not responsible for the establishment or non-establishment of a business relationship between 'supplier' and 'customer'. The performance of certain activities via FUTURA[®] by 'supplier' does not automatically result in a commission or an order being placed with 'supplier'.

As a rule, 'Futura Solutions' points out that the purchasing conditions of 'customer' are applicable in a business relationship between 'supplier' and 'customer'.

All 'information' posted via FUTURA[®] will be kept and stored in FUTURA[®] for at least 90 days after posting. After this period, 'Futura Solutions' reserves the right to delete the data unless a specific retention period has been agreed with 'customer' or unless legal retention periods prevent deletion. The legal retention period is regulated in the contract with 'customer'.

5. Rights of 'supplier' as a 'data subject'

With regard to the storage of 'information' in FUTURA[®], 'supplier' as a "data subject" has the right to have their personal data erased if the legal basis for processing the data is missing or has ceased to exist. In this case, 'supplier', as the "data subject", must demand the erasure of their data from the "controller", i.e., their respective business partner ('customer'), if the latter has collected the data in FUTURA[®] (this also applies to the correction of incorrect or incomplete data). 'Futura Solutions' as "processor" is not authorized to correct or delete data and particularly not personal data.

For further details on the GDPR, please refer to the document "Privacy policy for the usage of FUTURA[®]" (see also section 2).

6. Access to the FUTURA[®] supplier portal

Access to the FUTURA[®] supplier portal is possible via the Internet by using a browser within the framework of the existing technical and operational possibilities for data or mobile phone networks according to the applicable conditions of 'supplier's' respective network operator. 'Futura Solutions' is not responsible for the availability and performance of services provided by 'supplier's' network operator.

With the invitation by 'customer' and the accompanying registration as a new supplier in FUTURA[®], a so-called "user account" is initially provided in FUTURA[®] for 'supplier' to use. In the process, the data of 'supplier' which is initially used (including personal data such as the e-mail address), was collected by 'customer' in FUTURA[®]. This user account is a prerequisite for the participation and use of FUTURA[®] by 'supplier', for the exchange of 'information' with his business partner ('customer').

Following the invitation, the required login details (company login, username and one-time password) for the created 'user account' will be sent to 'supplier' in separate emails for security reasons.

With these login details, 'supplier' can log on to FUTURA®. 'supplier' must change the one-time password according to a predefined password management rule.

In the course of the first login to activate the user account, 'supplier' is being asked to take note of the Privacy Policy for the cloud service FUTURA® and to confirm the Terms of Use. In addition, when logging on for the first time, 'supplier' has the option to decide whether to make themselves visible to all other 'customer' using the cloud-based purchasing and procurement platform FUTURA®. Visibility to other companies can be withdrawn at any time or activated later. By confirming these Terms of Use, and taking note of the Privacy Policy, 'supplier' also consents or agrees to the lawfulness of the processing of their personal data (see Art. 6 para. 1 (a)). In this case, the created account will be activated. With the activation of the account by 'supplier', 'supplier' becomes "controller" of their own personal data that is subsequently collected.

In the event that 'supplier' does not take note of the Privacy Policy and at the same time does not agree to these Terms of Use and/or furthermore objects to the processing of their personal data or if 'supplier' does not respond to the invitation from 'customer' within a certain period of time to complete the registration process and activate the user account, this account with the personal data collected by 'customer' will be automatically deleted in myFUTURA®. The time limit for this is 90 days after the invitation from 'customer' has been sent.

7. Availability of the FUTURA® supplier portal

In general, 'supplier' can access the FUTURA® supplier portal 24 hours a day, seven (7) days a week. During maintenance work, there may be short-term shutdowns (usually at night). System users will be notified of the shutdown or interruption at least one (1) week prior to scheduled maintenance work. 'Futura Solutions' has no influence on the availability of the transmission paths of the respective network operators. Claims for damages due to non-availability of the FUTURA® supplier portal are excluded. Every user of the FUTURA® supplier portal is responsible for the provision of a suitable equipment and network connection for the using of the system.

The support team provides support from Monday to Friday from 08:00 to 18:00 CET / CEST. Special support hours are specified in the contracts with 'customer'.

8. Logging including cookies

The FUTURA® supplier portal automatically collects certain information and stores it in log files. This information includes IP addresses, internet browser, internet provider and date and time stamps, among other things. In addition, so-called session cookies and persistent cookies are used, which have a certain runtime. So-called "Remember-Me" cookies and other cookies are not used. Rather, the above-mentioned cookies are used for the functionality of the application as well as for application security measures. Furthermore, any resulting information is not passed on to third parties. In the FUTURA® supplier portal, no cookies with third-party advertising or tracking features are placed on the computers of 'supplier'. If 'supplier's' browser is configured to not accept the FUTURA® supplier portal cookies, 'supplier' will not be able to access the FUTURA® supplier portal or operate the application.

9. Duties and obligations of 'supplier'

'supplier' is especially obligated:

- a. Not to misuse the FUTURA® supplier portal.
- b. Not to pass on data and documents, in short, 'information' received through the FUTURA® supplier portal to third parties, nor to reproduce or use them commercially in any other way (this includes the system documentation and screenshots of the application).

10. Usage by third parties

'supplier' is not permitted to share their allocated FUTURA® supplier portal account, particularly user data and username or data related to their user account, with third parties.

'supplier' is obliged to inform 'Futura Solutions' immediately if 'supplier' discovers unauthorized use of their user data. 'Futura Solutions' is authorized to block the account of 'supplier' if 'Futura Solutions' detects usage by a third party.

11. Copyrights and rights of use

'supplier' shall be granted the non-exclusive right to use the FUTURA® supplier portal with the aid of certain browsers for a limited period during the processing of a business transaction (e.g. tender, auction or billing).

All 'information' submitted to 'supplier' via the FUTURA® supplier portal is for the exclusive use of 'supplier' only. Electronic multiple use or disclosure of 'information' to third parties is prohibited. The 'supplier' is not allowed to duplicate (except for his own use), distribute or sell, publish or otherwise transfer 'information' provided by the FUTURA® supplier portal in any form, and to use it for business purposes.

12. Confidentiality and data protection

'Futura Solutions' undertakes to keep secret for an unlimited period of time all 'information' which becomes accessible within the framework of the business relationship, and which is designated as confidential or which is recognizable as confidential due to other circumstances, in particular as business or trade secrets, and not to record it or pass it on to third parties or use it in any way — unless required or necessary to achieve the purpose of the contract.

When processing personal data, 'Futura Solutions' will observe the relevant data protection regulations, in particular those of the GDPR and the Federal Data Protection Act (BDSG).

Employees of 'Futura Solutions' and third parties involved (e.g., vicarious agents) are obliged to maintain the confidentiality of personal data in accordance with the GDPR.

13. Personal data of 'supplier'

'Futura Solutions', as "processor" for both 'customer' and 'supplier', will always treat personal data of "supplier" confidentially. This confidentiality also subsists if 'supplier', by activating the option "Visible to other customers as well", makes his personal data and contact information visible to all other companies using the FUTURA® supplier portal. Even under these circumstances, 'Futura Solutions' continues to be the "processor" for 'supplier' as the "controller".

'supplier' can also create accounts for colleagues as additional contact persons, e.g., as their representatives in the FUTURA® supplier portal. By creating additional accounts for colleagues and contact persons and by collecting their personal data, 'supplier' becomes the "controller" for those persons and in particular for their personal data. 'supplier' must first obtain the consent and lawfulness of the processing of personal data of such colleagues and contacts outside of the FUTURA® supplier portal before collecting such data in the FUTURA® supplier portal. Thereupon, the rights of the colleagues and contact persons as "data subject" shall apply in relation to 'supplier' as "controller", in accordance with section 5 ("Rights of 'supplier' as a 'data subject'").

14. Changes to the ToU

Changes to these Terms of Use for the FUTURA® supplier portal will be communicated to 'supplier' via the FUTURA® supplier portal. In the event of a change, the relevant document must be reconfirmed or taken note of.

15. Place of fulfillment / liability

The place of fulfillment (place of performance) is the registered office of Futura Solutions GmbH (Wiesbaden, Germany). This also applies in particular to the worldwide use of the cloud-based purchasing and procurement platform FUTURA®. 'Futura Solutions' shall not be liable to 'user' for events causing damage that have occurred on transmission paths of the respective network operators or in a switching facility of the network operators.

'Futura Solutions' does not guarantee that the system time of the cloud-based application FUTURA® corresponds to the time of the respective time zone.

In all other respects 'Futura Solutions' shall only be liable for intent and gross negligence.

Liability for all other damage is excluded, whereby liability in accordance with the provisions of the Product Liability Act remains unaffected.

'Futura Solutions' accepts no liability for the correctness, completeness and up-to-dateness of the data offered and transmitted. 'Futura Solutions' excludes liability for the correctness, completeness and up-to-dateness of operating instructions.

'Futura Solutions' accepts no liability for the content of the data offered and transmitted.

16. Final provisions

The rights and obligations of these General Terms and Conditions shall also apply to all legal successors of the parties.

a. Amendments, supplements, declarations, notifications, supplements and necessary declarations of consent require the written form to be legally effective. Verbal, collateral agreements have not been made.

b. The law of the Federal Republic of Germany shall apply. The place of jurisdiction for all disputes is the registered location of Futura Solutions GmbH.

Should any provision of these terms and conditions be or become invalid, or should they contain a loophole, the remaining provisions shall remain unaffected. In place of the invalid provision, a valid provision which comes as close as possible to the economic purpose of the invalid provision shall then be deemed as agreed; the same shall apply in the case of a loophole.

