

# PRIVACY STATEMENT RITAPP

## Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between Rittmeyer AG ("Rittmeyer AG", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the RITAPP mobile application and any of its products or services (collectively, "Mobile Application" or "Services").

## General information

This privacy statement describes the purpose and scope of the use of personal data for data and the use of site services when using the Mobile Application. Personal data shall mean any information relating to an identified or identifiable natural person, i.e. first name and surname, e-mail, etc.

## Application-related use of data

The Mobile Application does not collect any personal data.

## Disclosure of data to third parties

Push Notifications are implemented using OneSignal, 2850 S Delaware St Suite 201, San Mateo, CA 94403 (collectively "OneSignal"), which provides this function as a service.

If you have enabled and accept the permissions for Push Notifications for the mobile application on your mobile device, the Mobile Application may send data to OneSignal. For more information about OneSignal and its functions, please visit <https://onesignal.com>. Your data may be processed by OneSignal and stored on OneSignal systems. The collection, processing and use of such data is governed by OneSignal's Terms of Use and Privacy Policy, which can be found at [https://onesignal.com/privacy\\_policy](https://onesignal.com/privacy_policy).

The subscription to the notifications can be temporarily suspended or terminated at any time in the settings of the mobile device or by deleting the Mobile Application on the device.

## Server Connection

To use the Mobile Application, it is required to establish a connection to your RITOP-Server (collectively "server") with your own login credentials (server address, username and password). If you connect to a server with the Mobile Application, you are responsible for maintaining the security of your connection and you are fully responsible for all activities that occur under the connection to the server and any other actions taken in connection with it.

Data will be transferred and may be stored on the server. This data is required to establish the connection between the Mobile Application and the server, to send and receive process data and to send Push Notifications to the Mobile Application using OneSignal. The following information may transfer to the server: OneSignal Player ID (UUID that OneSignal creates per device per app using OneSignal), Mobile Device Name, Login Information (e.g. Username, Password).

You must immediately notify the owner of the server of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

## Data retention

Login credentials (Server IP-Address, Username and Password) will be saved in the Mobile Application while you logged in. After logout from the connection, this data will be deleted. No other personal data will be stored in the Mobile Application.

## Backups

We are not responsible for Content residing in the Mobile Application. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content.

## Links to other mobile applications

Although this Mobile Application may be linked to other mobile applications, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked mobile application, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their mobile applications. We do not assume any responsibility or liability for the actions, products, services and content of any other third parties. You should carefully review the legal statements and other conditions of use of any mobile application which you access through a link from this Mobile Application. Your linking to any other off-site mobile applications is at your own risk.

## **Advertisements**

During use of the Mobile Application, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Mobile Application. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party.

## **Contents suitable for children**

The Mobile App is suitable for children, teenagers and adults. Its contents are child-friendly.

## **Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Mobile Application or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related mobile application, other mobile applications, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related mobile application, other mobile applications, or the Internet. We reserve the right to terminate your use of the Service or any related mobile application for violating any of the prohibited uses.

## **Intellectual property rights**

This Agreement does not transfer from Rittmeyer AG to you any Rittmeyer AG or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Rittmeyer AG. All trademarks, service marks, graphics and logos used in connection with our Mobile Application or Services are trademarks or registered trademarks of Rittmeyer AG or Rittmeyer AG licensors. Other trademarks, service marks, graphics and logos used in connection with our Mobile Application or Services may be the trademarks of other third parties. Your use of our Mobile Application and Services grants you no right or license to reproduce or otherwise use any Rittmeyer AG or third-party trademarks.

## **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will Rittmeyer AG, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Rittmeyer AG has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Rittmeyer AG and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Rittmeyer AG for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

## **Severability**

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

### **Changes and amendments**

We reserve the right to modify this Agreement or its policies relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Agreement in the Mobile Application. When we do we will post a notification in our Mobile Application. Continued use of the Mobile Application after any such changes shall constitute your consent to such changes.

### **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Mobile Application or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Mobile Application and its Services.

### **Contact**

If you have any questions about this Agreement, please contact us.

This document was last updated on January 24, 2020.

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