

## Terms of Use

Welcome to this application (the “App”) of Hoffmann SE (hereinafter referred to as “we” and/or “Hoffmann”). These terms of use apply to all users of this App.

### 1. User licence and intellectual property rights

We and all our affiliated companies and/or licensors hold all the intellectual property rights to the App and its content. You have no rights in or to this App, unless explicitly provided otherwise in these Terms of Use.

For the use of this App, we grant you a limited and explicitly non-exclusive, non-transferable licence, which may be revoked at any time. Use of the App must without fail be consistent with the provisions of these Terms of Use. In particular, the licence does not confer a right to copy and/or distribute this App. Furthermore, you are not permitted to make any changes to this App.

### 2. Impermissible use

You are prohibited from using this App in an illegal manner and/or in a manner which violates the principles of good practice.

### 3. Disclaimer of warranty

We provide no warranty for the correct functioning of this App. Rather, the App is provided as is, and you use it at your own risk. We thus do not guarantee that the App functions without errors or is free from viruses or that actions carried out through the App cannot contain errors.

### 4. Exclusion of liability

We provide the App to you free of charge. Within the limits laid down by law, we therefore accept no liability for any losses that you may incur due to the use of the App. You use the App at your own risk. If you have incurred any losses, the only course of action open to you is to erase this App.

### 5. Termination

We are permitted to make amendments to these Terms of Use at any time. They will be announced by us within this App and will become effective within 10 days. If you do not agree to the amended terms of use, the only course of action open to you is to erase this App.

### 6. Applicable law and place of jurisdiction

These Terms of Use are subject to German law and must be interpreted accordingly. The courts in Germany have exclusive jurisdiction in the event of any disputes relating to these Terms of Use.

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## Privacy Policy

We attach great importance to the protection of your privacy. We consider it part of a company's responsibility to protect information and data entrusted to it. To ensure that you feel comfortable when using our App, when processing your personal data we strictly comply with the provisions under the law. In this privacy policy, we would now like to inform you in detail how we handle your data.

### 1. Who is responsible for the processing of my data?

The controller for the processing of your data when you visit this website is Hoffmann SE, Haberlandstr. 55, 81241 Munich.

You can contact the data protection officer at Hoffmann SE by post at the above address, for the data protection officer, or by e-mail at: [dataprotection@hoffmann-group.com](mailto:dataprotection@hoffmann-group.com).

### 2. When does the App record data concerning you and on what legal basis?

When you download the App, the necessary information will be transferred to the App Store, particularly the user name, e-mail address and customer number of your account, the time of the download, payment information and the individual device code numbers. We have no influence over that data collection and are not responsible for it. We only process the data if it is necessary for downloading the App onto your mobile end device.

When you contact us by e-mail, your e-mail address and, if you provide it, your name and telephone number will be stored by us to answer your questions. The legal basis for the processing of the data is Art. 6 Para. 1 lit. f GDPR.

We use Google Analytics so that we can analyse and regularly improve the use of our App. For that purpose we use "cookies", i.e. text files which are stored on your device and make it possible to analyse your use of the App. Through the statistics obtained we can improve our service and make it more interesting for you as a user. For the exceptional cases where personal data is transferred to the USA, Google is subject to the EU-US Privacy Shield, <https://www.privacyshield.gov/EU-US-Framework>.

The legal basis for the use of Google Analytics is Article 6(1) sentence 1(a) GDPR.

Details of the third-party provider: Google Dublin, Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland; if you are not a resident of the EU: Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

Terms of use: <https://www.google.com/analytics/terms/gb.html>.

Privacy overview: <https://support.google.com/analytics/answer/6004245?hl=en>.

Privacy policy: <https://policies.google.com/privacy?hl=en>.

You can find further information on privacy here: <https://www.hoffmann-group.com/GB/en/houk/company/datenschutz#>.

You can revoke your consent to use Google Analytics at any time by making the appropriate setting in the App.

### 3. How long is your data stored?

We store your data only as long as necessary for the achievement of the purpose for which it was collected (for example in connection with a contractual relationship), or insofar as this is legally required.

We delete the data collected during the contacting process after the storing is no longer necessary, or - in the case of legal obligations to retain data - limit the processing.

The data collected through Google Analytics is automatically erased after 14 months. Data whose retention period has lapsed is erased automatically once per month.

### 4. What data protection rights do you have?

You have a right with respect to Hoffmann SE and the Hoffmann group companies, subject to the respective statutory conditions, to be provided with information (Article 15 GDPR), to rectification (Article 16 GDPR), to erasure (Article 17 GDPR), to restriction of the processing (Article 18 GDPR) and to data portability (Article 20 GDPR). You also have a right to lodge a complaint with a data protection supervisory authority (Article 77 GDPR).

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If you have granted consent to Hoffmann SE or a Hoffmann group company you may revoke it at any time with effect for the future by e-mail, fax or letter:

Hoffmann SE, Haberlandstr. 55, 81241 Munich, fax: +49 89 839189, e-mail: [dataprotection@hoffmann-group.com](mailto:dataprotection@hoffmann-group.com).

If Hoffmann SE processes your data on the basis of a balancing of interests, you may object to the processing. If you lodge an objection, we will no longer process your data unless the controller company can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or the processing serves the purpose of the establishment, exercise or defence of legal claims.

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