

# Terms and Conditions

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## General Terms and Conditions RegProtect

Welcome to RegProtect. By signing yourself on as a user of RegProtect you agree to the following terms and conditions:

### Common Principles and Business Details

The RegProtect(tm) security platform and attached services are trading names of Qlient GmbH, Germany:

Qlient GmbH; Püttkampsweg 8, 22609 Hamburg, Germany  
Registered in Hamburg: HRB 93921  
VAT ID-Number: DE 242367161  
www.qlient.com

The responsible legal entity for all of the following terms and conditions set out under the name of RegProtect is Qlient GmbH. RegProtect, the attached services and corresponding terms and conditions are entirely governed by German law. The English translation of the General Terms and Conditions, the Specific Terms and Conditions for Finder Services, the [Privacy Guidelines](#) and the [Price List](#) are only for information purposes. The only authority for any agreement, claim or obligation arising from or in connection with RegProtect and its service is the actual German version of the above-mentioned documents.

### Registration of Objects and Valuable Items

Please be careful during the registration process to choose the right category and manufacturer for your object and/or valuable item. Fill in all other required information as correctly as possible.

Please note that it is strictly forbidden:

- > to register objects of which you are not the rightful owner
- > to infringe the law;
- > to place any violent, racist, pornographic content or content violating the protection of minors on the site;
- > to act in a deceptive or dishonest manner;
- > to violate the rights of third parties;
- > to send spam or any other form of advertisement;
- > to place or send virus, defective software or other technology that damages or negatively affects the functioning, the rights or the property of RegProtect and its users;
- > to excessively burden the RegProtect infrastructure with data or traffic or otherwise interfere with the proper functioning of the RegProtect platform;
- > to copy, change, publish or diffuse the content of other registrations;
- > to collect or get otherwise access to information on other users, especially but not exclusively e-mail addresses or account information, without prior consent of the respective user;
- > to evade or by-pass measures or technologies designed and implemented to restrict or prevent the unauthorized access or illegitimate influence the RegProtect platform and systems.

### Illegal Information, Fraud and Misuse

Please notify us of any problem with entries of inappropriate or illegal content via Email to [privacy@regprotect.de](mailto:privacy@regprotect.de). We keep the right of restricting or stopping our service in each particular instance, removing entries or specified content as well as taking technical and legal action to prevent certain individuals from using the service if we have indications of any violation of our terms and conditions, our Privacy guidelines, the special terms and conditions for finder services or for the violation of rights of other users or third parties.

### Registrations by Private Users and by Business Users

Registrations of objects and valuables by private users are free of charge. For business users, companies and corporations a service fee applies. If you would like to use RegProtect on a larger scale for business purposes please contact us for a specific and individual offer.

### Privacy and Data Protection

In order to be able to provide this service for you we will need you to provide some personal data. This data will be stored, processed and applied according to our [Privacy Guidelines](#).

### Usage of Information Received by Other Users

You are allowed to use information on other users, e.g. an Email-Address, that you receive through RegProtect, only for the purpose of contacting this other user in case of identified loss or fraud of an item registered by the other user. It is specially, but not exclusively, forbidden to collect or use this information for marketing, unsolicited Email (spam) or any other unrelated purpose.

#### **No Liability for Registration and User Communication**

Solely the users of RegProtect determine the content of their registration. RegProtect assumes no liability for the accuracy, quality, security and legal conformity of registrations and registered information as well as for any communication between users. This applies particularly in the case of fraudulent use of RegProtect.

#### **No Liability for the Content of Linked External Web-Sites**

Links to external websites in the internet may be placed on our website [www.regprotect.de](http://www.regprotect.de) / .com or corresponding sub-domains. We would like to emphasize that RegProtect has no influence whatsoever on design and content of the linked external pages.

Therefore RegProtect assumes no liability for the accuracy, or quality of the information on these sites and dissociates itself explicitly from the content of these websites. This statement is valid for all links to external sites displayed on RegProtect sites and all content of these external sites.

#### **General Liability**

RegProtect assumes liability for cases of intent and gross negligence including of its legal representatives and servants, in case of damage to life, health and the product liability legislation only according to the applicable law in Germany.

For other cases RegProtect assumes liability only for breach of fundamental contractual obligations, or impossibility of performance of service for which RegProtect is responsible.

Fundamental contractual obligations are those obligations which are mandatory to be performed for an orderly fulfilment of the contract and which the user of RegProtect services can trust to be performed. In these cases RegProtect's liability is limited to the typical loss or damage that could be expected at the time of contract conclusion.

#### **Overall Agreement**

For regular registrations by private users without purchase of the price-bearing finder services the general terms and conditions as well as the [Privacy Guidelines](#) apply.

If registrations are conducted by a company or corporation, the [Price List](#) valid at the moment of registration apply in combination with the general terms and conditions and the [Privacy Guidelines](#).

If the priced finder services are purchased by the user, the overall agreement is formed by the general terms and conditions, the [Privacy Guidelines](#), the special terms and conditions for finder services and the [Price List](#) valid at the moment of purchase of the finder services. This overall agreement between RegProtect and the user then replaces all prior agreements.

#### **Termination**

Contracts for the cost-free services are concluded without specific termination period and can be terminated by either party at any time without any period of notice of termination.

Contract for priced services run for a period of one year and shall thereafter be renewed for one-year periods unless they are terminated by either party giving the other no less than three months notice of termination before the end of the current contract period.

Terminations have to be in text form (e.g. letter or Email) according to §126 b BGB (German legislation).

Contracts for the use of the RegProtect-platform are concluded with the sign on of the user.

In the RegProtect shop the purchase contract is concluded with the delivery of goods.

#### **Contract Data**

The contract and related general terms and conditions are not stored by RegProtect when you are registering for RegProtect and/or when purchasing finder services.

#### **No Waiver**

If we don't take action on certain terms and conditions, breach of rules or any other infringement we will still be entitled to do so at a later period of time.

#### **Severability Clause**

If a condition is or becomes illegal, invalid or unenforceable, that shall not affect the effectiveness, validity or enforceability of any other condition set out in these terms and conditions.

#### **Assignment or transfer of Agreement**

RegProtect is entitled to assign or transfer rights and obligations under this agreement at any time.

#### **Unilateral Amendment of Agreement or Conditions**

RegProtect reserves the right to make reasonable changes to one or several conditions of the General Terms and

Conditions, the [Privacy Guidelines](#), the Specific Terms and Conditions for Finder Services and the [Price List](#). Prices valid at the moment of contract conclusion can be adapted in the event of a value-added or other tax increase. Similarly provisions on data protection and privacy can be adapted due to legal requirements or changes to legislation

#### **Bilateral Amendment of Agreement**

In addition RegProtect is entitled to make changes to one or several provisions of the General Terms and Conditions, the [Privacy Guidelines](#), the Specific Terms and Conditions for Finder Services if you do not object the changes that we have communicated in due time to you via Email within the four weeks following the communication.

The possibility of objection and legal consequences will be duly mentioned and explained in those communications.

#### **Governing Law and Jurisdiction**

These conditions and the overall agreement are governed by and construed in accordance with German law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

If a user of RegProtect is a company or a corporation or if a private user of RegProtect has no general legal venue in the Federal Republic of Germany, the jurisdiction for all disputes and claims that arise from or in connection with this agreement and conditions shall lie with the courts of the city of Hamburg.

If you have any questions please contact [info@regprotect.de](mailto:info@regprotect.de)

### **Specific Terms and Conditions for Advanced Finder Services**

#### **Common Principles**

RegProtect offers to its users advanced finder services which are priced and need to be purchased by the user.

Finder services may also be offered in co-operation with partners. If specific terms and conditions apply due to the respective co-operation we will inform you of these conditions in a separate communication.

#### **Services and Benefits**

RegProtect delivers to the users of an advanced finder service the corresponding materials for the identification of objects and valuables (e.g. stickers, key rings, etc). The complete list of RegProtect services and corresponding materials can be looked at and ordered on the website [www.regprotect.com](http://www.regprotect.com).

The materials are equipped with distinct and anonymous codes - the RegProtect Codes. Based on these RegProtect Codes the objects and valuables that are marked with these materials can be clearly and unambiguously identified.

#### **Registration of Objects**

The delivered materials will have to be activated once by the user at [www.regprotect.de](http://www.regprotect.de). Following activation each object you want to register should be attributed a RegProtect Code.

#### **Protection of Personal Data with Advanced Finder Services**

Your personal data remains anonymous for the finder of your objects. Also, your Email address will not be known to the finder while contact is established via the RegProtect platform: Using the RegProtect Number attached to the object the finder can make contact to the user (owner) via [www.regprotect.de](http://www.regprotect.de) / .com .

#### **Prices**

The currently valid prices for the advanced finder services can be consulted in our [Price List](#).

#### **Key Finder Service**

Key rings from RegProtect can easily be sent by the finder without any further packing via normal mail to the RegProtect Service Centre (the finder simply deposits keys and key ring in any post box).

For keys that thus arrive at the RegProtect Service Centre, RegProtect will inform the user about the finding by using the contact details the user registered at RegProtect and agree an address the keys should be sent to. RegProtect users agree for their own benefit to keep contact details registered at RegProtect (phone number, e-mail) constantly updated. Costs attached to the return shipment of found keys to an address in Germany (postage, packing, etc.) will be covered by RegProtect for a maximum of two cases per key ring and contract year. Costs arising for additional cases or for return shipment to addresses outside of Germany will be charged to the user.

#### **Storage and Return of Keys**

RegProtect will store registered keys and key rings that are sent to the RegProtect Service Centre free of charge for a period of six months. The six-months period starts with the date of the first communication about the found

keys to the user.

If for reasons that RegProtect is not responsible for (e.g. because a user has not updated his contact information) found keys/key rings cannot be returned to the user within this six months period, any claims of the user against RegProtect concerning these keys/key rings will be invalid.

#### **Liability for the Storage of Keys**

During the storage of the keys in the RegProtect Service Centre RegProtect assumes liability only for the kind of accuracy RegProtect is used to apply to its own affairs.

#### **Liability for the Shipment of Keys**

RegProtect assumes no liability for loss or damage of keys caused by or during the shipment by third parties. This applies to the shipment of keys from the finder to RegProtect as well as the shipment from RegProtect to the legitimate addressee of the keys.

With handover of the keys to a adequate enterprise (e.g. post, parcel services, etc.) the liability for loss or damage is transferred to the user. Potential claims against a third party charged with the shipment will be assigned to the user be RegProtect. RegProtect will support users with the enforcement of their claim within limits of reasonable resource and feasibility.