

PREAMBLE

The Lilian Labs GmbH (in the following: Lilian Labs) has developed a new test procedure for the analysis of water. This test method makes it possible with the help of the most modern measuring technology and a software tool developed for this purpose, the mobile apps (LILIAN App and LILIAN Manager), to determine several water parameters simultaneously within a very short time without manual sample preparation. The LILIAN water analysis system, consisting of the LILIAN water analysis device, the so-called SensoSticks, must be purchased by the user in advance.

These general terms and conditions of use of the Mobile App (hereinafter referred to as "TOS of the App") define the rules of use and access of the LILIAN Manager software developed by Lilian Labs and the LILIAN apps available for it (hereinafter referred to as the "App").

By installing the App on your device and/or accessing the App as a visitor and/or user, you unconditionally and unreservedly accept all of the App's TOS as defined below. If you do not wish to accept the TOS of the App, please do not access the App.

Any visit and/or use of the App must comply with the App TOS.

Lilian Labs reserves the right to change the TOS of the App in whole or in part at any time in order to adapt them to changes in the services, technical development, the development of the law or jurisdiction or on the occasion of the introduction of new services. The relevant TOS are those which are valid at the time of the connection with and the use of the App by the user.

Lilian Labs therefore encourages the user to consult the latest version of the TOS of the App regularly. This is available via the App and on the Lilian Labs website.

1. Definitions

The following terms in these TOS of the App, whether used in the singular or plural, shall have the following meanings:

"Lilian Labs App and/or Mobile App" means the "Lilian Labs" software issued and made available by Lilian Labs to provide access to Services and which is available free of charge on the website www.lilianlabs.com to be downloaded by the user to their mobile device. The App also includes contents, software, programs, tools (programming, navigation, ...), databases, operating systems, documentations and all other components and services of the App as well as updates and new versions which may be added to the App by Lilian Labs.

The term Lilian Labs App and/or Mobile App includes both available versions: The on- and offline usable LILIAN App as well as the online usable LILIAN Manager including the LILIAN Manager App for data entry.

"Content" means, in particular, the structure of the App, the Editorial Content, drawings, illustrations, images, photographs, graphic representations, trademarks, logos, acronyms, company names, audiovisual works, multimedia works, visual content, audio and sound content and any other content present in the App and/or in other components of the App.

"ALB" means the General Terms and Conditions for Supplies and Services of Lilian Labs applicable to the products offered by Lilian Labs and marketed via the website www.lilianlabs.com.

"Service": any service available for selection in the form of a purchased/offered product and offered on www.lilianlabs.com and via the Lilian Labs app.

"Partner": means the provider selected by Lilian Labs to provide the Service to the Service Recipient.

"Services" means the various features and services offered by the App.

"Website" means the official website of Lilian Labs, the address of which is www.lilianlabs.com.

"User" or "you/your/yours/yours" means a natural person of legal age or a legal entity represented by the management or the board of directors, as the case may be, downloaded solely for the use described in the Preamble.

2 Purpose of the App

The purpose of the App is to enable you to access the measurement results of the SensoSticks collected by the Lilian either directly via the App or in case of using the Lilian Manager via the Dashboard application.

Several services are offered to the user, in particular:

- Create user accounts;
- Evaluate your measurement results from the Lilian measuring device by displaying and exporting them sorted by facilities, measuring locations, measuring positions;
- to be informed about exceeded limit values by e-mail or push message.

3 Availability of the app

The App is available 24 hours a day, 7 days a week, except in case of force majeure or the occurrence of an event beyond the control of Lilian Labs and subject to any outages and maintenance necessary for the proper functioning of the App.

The software version of the App may be updated from time to time to add new features and new services.

Maintenance and/or updates may be carried out without prior notice to Users.

4. Access conditions and financial conditions

4.1 Access conditions

4.1.1 Download

Equipment and material resources enabling access to the App shall be provided by the User.

To access and use the App, you must have the following:

- A compatible mobile phone or mobile device;
- An internet access;

The following mobile phones and mobile devices are compatible:

- Mobile phone equipped with an Android® OS 7.1.1 operating system or a later developed version.

If these requirements are met, the Lilian Labs app can be downloaded free of charge from the website www.lilianlabs.com/downloads.

4.1.2 Create and register the user account

If the user does not have a Lilian Labs user account, he must first create one to be able to use the LILIAN Manager App. He must provide the following information:

- E-mail address
- Password

Once the user account is created, the user enters his email address and a confidential password to access the services.

The user guarantees to Lilian Labs that the information provided during registration is correct, complete and up-to-date. The registered user has the possibility to create further users independently via the dashboard application LILIAN Manager.

4.2 Financial conditions

The app is offered to the user free of charge. This does not apply to:

- Performances of water analyses with the help of the Lilian Manager. Current measuring prices are to be taken from the current service catalogue.
- Contract costs of the mobile phone operator, if no SIM card provided by Lilian Labs is used;
- Connection costs and access to the Internet;
- All additional costs charged for loading the data.

5. End user license agreement

Lilian Labs grants the user a personal, non-exclusive, revocable, non-transferable, worldwide and free of charge right to use the app, its contents and services. This is granted exclusively for his own use and in the context of the use of the App and its services and to the exclusion of any other purposes.

This licence does not grant the user any right to use the content. It is strictly forbidden to the user:

- Make any adaptation, modification, translation, transcription, editing, compiling, reverse engineering, assembling, disassembling or transcoding or apply reverse engineering to all or any part of the App, the Services and/or the Content;
- Create works derived from the Licensed App;
- Use software or processes designed to copy the Content without prior permission from Lilian Labs;
- Export the App, or combine it, in whole or in part, with any other software program.
- Reproduce the App in whole or in part, by any means and in any form, permanently or temporarily;
- Set up systems capable of hacking the App and/or the Content in whole or in part or violate the Mobile App TOS.

If you breach these prohibitions, you will be liable to prosecution and damages. The terms of this license apply to any updates provided by Lilian Labs which replace and/or supplement the original App, unless that update is accompanied by a separate license. In this case the conditions of that license apply with priority.

6. Obligations to cooperate

The user expressly undertakes:

- To load the App onto his end devices exclusively for the use described in the preamble;
- To make brief quotations, analyses and reproductions for press reviews as well as for other uses within the limits and under the conditions laid down by law, and to do so by indicating the names of the authors and the editorial source;
- To refrain from the use of software or devices which could interfere with the smooth functioning of the app, or to engage in actions which would place a disproportionate burden on the Lilian Labs infrastructure;
- To inform Lilian Labs as soon as he becomes aware of any piracy and in particular of any illegal or non-contractual use of the App and/or the Content, irrespective of the manner of distribution;
- Not to sell, rent, sub-license or otherwise distribute the App and/or the Content to any third party.

7. Self-commitment

Lilian Labs will use its best endeavours to ensure the proper functioning of the App and undertakes to protect access, use and application of the App and the Website to the extent commercially reasonable.

8 Liability

The responsibility of Lilian Labs does not exist for the risks accepted by the user (see article XI.I).

Lilian Labs cannot be held responsible:

- In the event of a malfunction, loss, delay or error in the transmission of data which is beyond the control of Lilian Labs;
- For direct or indirect damages of any kind resulting from the use or inability to use the App and in particular any financial or business losses and loss of data, especially in the information system of the user of the App;
- For direct and indirect damages of any kind resulting from the content and/or use or inability to use websites linked to the App, or with websites that the User can access through the App;
- For damages of any kind incurred by users, their devices, their computer and telephone equipment and the data stored therein, or for any possible impact on their personal, professional or commercial activities;
- For sending messages and/or data to an incorrect, erroneous or incomplete address;
- If data does not reach Lilian Labs for whatever reason or if the data received by Lilian Labs is illegible or unprocessable;

- In the event that the User cannot access or use the Website, the App and/or the Services for any reason, in particular in the event of maintenance, updating or implementation of technical improvements;
- In the event that the connection should be interrupted for any reason.

Furthermore, Lilian Labs accepts no liability in the event of improper use of the terminal device and/or an incident related to the use of the terminal device when using the App. Lilian Labs shall not be liable for any damage caused to users, their terminal equipment, their computer and telephone equipment and the data stored therein, or for possible effects on their personal, professional or commercial activities.

To the extent permitted by applicable law and to the extent that Lilian Labs is held liable for damages not contemplated herein, Lilian Labs' liability is limited solely to specific, actual and ascertained damages.

9. Data protection

In order to become acquainted with the specifics of the policy implemented by Lilian Labs for the protection of personal data, the user is expressly requested to take note of the data protection information about the protection of personal data on the website at <https://lilianlabs.com/en/privacy-policy/>. The user is informed that the data protection policy implemented by Lilian Labs is not applicable to this website.

The User is informed that the App uses tracers or "cookies" designed for use by Lilian Labs. To learn more about the use of "cookies", the User is expressly requested to take note of Lilian Labs' privacy notice on the subject of cookies, which is available on its website at <https://lilianlabs.com/en/privacy-policy/>.

10 Security of the App

The App and the Software are provided "as is" and "as available" without warranty of any kind. Access to and use of the App is at the risk and peril of the User.

10.1 Risks for the user

It is the user's responsibility to take all appropriate measures to protect his own data and/or the software stored on his end device (mobile phone, computer) against damage (in particular malfunction, viruses, hackers ...).

By using the app, the user assumes responsibility for any negative consequences that may be caused by the app.

10.2 Risk factors on the internet

The technical performance of the mobile Internet requires a certain processing time for answering, displaying, querying or transmitting services.

The user declares that he/she is aware of the limitations and problems of the Internet and accepts that Lilian Labs cannot be held responsible for the following: (non-exhaustive list)

- The characteristics and limitations of the Internet and in particular the functional characteristics and the technical performance of the Internet;
- Problems in connection with the connection and/or access to the Internet and/or to websites;
- Problems related to network availability and bottlenecks;
- Problems related to network failure or saturation;
- Problems related to run time, access to online information, response times to display, view, query or otherwise transmit data;
- The risk of interruption;
- The lack of protection of certain data against possible misuse or piracy;
- The risk of infection by viruses that may be circulating on said networks, etc.

11. Technical restrictions

The user must ensure that he has an internet connection sufficient for the operation of the online app. Lilian Labs is not responsible for a malfunction of the app in case of missing or weak internet connection. Some services may not work in case of poor internet connection.

For the smooth functioning of the services of the App, it is necessary that certain functions of the mobile phone are activated (camera, location, networks, ...). If these functions are not activated or are not present on the user's mobile phone, some services in the app are not functional. Lilian Labs cannot be held responsible for non-functioning services.

Lilian Labs ensures that the App is published on its homepage and that the App is compatible with most mobile phones on the market. Due to the large number of models, different operating systems (current or not), additional costs of the providers and different software installed by the user, Lilian Labs cannot guarantee the perfect compatibility of the App with all mobile phones and is therefore not responsible for malfunctions.

12. Application of the ANB as well as ALB

The General Terms and Conditions for Deliveries and Services of Lilian Labs GmbH (ALB) available on the website under <https://lilianlabs.com/en/gdt/> apply to all users of the App and the associated services.

By purchasing a Lilian measuring device, the waterproof and dustproof smartphones and/or the SensoSticks you agree to the ALB, which can be accessed on the website.

The user is requested to carefully read the T&C and the TOS, which are accessible via hyperlink in the Settings section of the app, on each visit. The TOS and TOS may be changed by Lilian Labs at any time without prior notice.

13 Intellectual Property

Lilian Labs is the exclusive owner of all intellectual property rights in relation to the App and its content. Downloading the App does not give the user any rights to the intellectual property rights of Lilian Labs.

All rights of reproduction and representation are reserved. This also applies to downloadable documents. All texts, graphics, icons, photographs, plans, logos, videos, sounds, trademarks and in general all elements that make up the App may not be the subject of any representation, reproduction, exploitation or outsourcing, in whole or in part, on any medium without the express prior authorisation of Lilian Labs.

The user expressly undertakes that the use of the App does not affect the rights of Lilian Labs in any way and in particular that this use does not involve product counterfeiting and unfair or parasitic competition.

14 Termination of contract

Lilian Labs can decide at any time with a period of notice of 8 days to terminate the provision of the App. Notification of the end of the provision will be made by post or by displaying a message on a screen of the App.

Lilian Labs does not have to justify the decision to terminate the provision of the App and this decision cannot give rise to a claim for compensation or refund (the App is free).

Lilian Labs may terminate your End User Licence Agreement (V) if you fail to comply with the terms and conditions contained therein.

Upon termination, the rights and licenses granted to you will terminate and you must cease all use of the App.

15 Inseparability of the TOS and the App

If a court of competent jurisdiction rules that any provision of these TOS of the App is invalid, it must be deleted without affecting the rest of the TOS of the App. The remaining provisions of the Terms of Service shall remain valid and applicable.

16. Legal action, place of jurisdiction and applicable law

Prior to any legal action, the Parties undertake to jointly and in good faith attempt to reach an amicable solution within thirty (30) days. Any complaint will therefore first be made to Lilian Labs by email, by telephone or by writing to us with supporting documentation using the following contact details:

Lilian Labs GmbH
Salzdahlumer Strasse 196
38126 Braunschweig

For disputes which may arise from the validity of these terms and conditions of use of the ANB, their interpretation or their implementation, the court in the district in which Lilian Labs has its head office is exclusively responsible, provided that no contrary mandatory procedural regulations are opposed.

German law applies to the contractual relationships to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).