

ITW Fastener Calculation Software i-WOOD Website Terms and Conditions

(1) Introduction

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you cannot use our website.

You must be at least 18, (eighteen), years of age to use our website. By using our website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 (eighteen) years of age.

Our website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our cookies policy.

(2) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) Republish material from this website (including republication on another website);
- (b) Sell, rent or sub-license material from the website;
- (c) Show any material from the website in public;
- (d) Reproduce, duplicate, copy or otherwise exploit material from our website for a commercial purpose;
- (e) Edit or otherwise modify any material on the website; or
- (f) redistribute material from this website (except for content specifically and expressly made available for redistribution)

Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

(4) User generated content

In these terms and conditions, "your user content" means material (including without limitation any data, numeric values, text, images) that you submit to our website, for whatever purpose.

You acknowledge and agree that all of your user content is non-confidential and non-proprietary.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

(5) Limited warranties

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

The **ITW Fastener Calculation Software i-WOOD** accessible on our website was designed to assist in calculating the load bearing capacity of dowel-type fasteners for timber-to-timber, panel-to-timber and steel-to-timber connections according to EN 1995-1-1:2004+A1:2008+A2:2014. The fasteners detailed here comprise parts of our standard assortments.

The calculation of intermediate layers is carried out on the basis of the publication "BLASS, Hans Joachim; LASKEWITZ, Bernd: Bearing capacity of connections with dowel-type fasteners and intermediate layers".

The calculation of strengthenings is carried out on the basis of the publication "Hartmut Werner, 1993. Bearing capacity of timber connections with dowel-type fasteners in consideration of varying parameters".

The operation of the **ITW Fastener Calculation Software i-WOOD** requires a wide knowledge of the EN 1995-1-1:2004+A1:2008+A2:2014 and its contents. The results are always to be interpreted respecting all other clauses/rules of EN 1995-1-1:2004+A1:2008+A2:2014.

We expressly state that malfunctions in programs cannot be entirely excluded. You and/or the project engineer/architect are ultimately responsible for checking the results for their admissibility. Implied warranty on the suitability of this program or of calculated results of this program for a particular purpose are expressly excluded.

We make no guarantee that the software will run without interruption or that it is free from any defects. You are solely responsible for results determined through the use of the software as well as for the use of such results.

We cannot be held responsible, if the website/software code is modified by you without our express prior written approval or for the improper use of this software.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

The date on which the calculation result from the **ITW Fastener Calculation Software i-WOOD** was generated, based on the data entered by the user, will be stated in the calculation result. It should be noted that the **ITW Fastener Calculation Software i-WOOD** is subject to constant modifications.

We provide no warranty for uninterrupted availability and fault-free operation of the **ITW Fastener Calculation Software i-WOOD**.

(6) Limitations and exclusions of liability

We can only be held liable in the undisputed or legally determined case of:

- intent;
- culpable breach of essential contractual obligations;
- gross negligence on the part of corporate bodies or executive officers;
- culpable bodily injury, death and damage to health;
- defects we have fraudulently concealed;
- personal injury and property damage to personal items, provided that liability exists under the Product Liability Act for privately used items.

In the event of the breach of essential contractual obligations we shall also be liable for gross negligence on the part of non-executive employees or for slight negligence on the part of corporate bodies and executive officers. In the event of the breach of essential contractual obligations due to slight negligence, our liability is limited to reasonably foreseeable damage typical to the given type of contract.

Our liability for the destruction of data, within the limitations set out in the foregoing, is limited to the costs which would be required for their reconstruction, if the data had been properly saved by you.

Any further liability under any legal grounds whatsoever shall be excluded.

(7) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach due to intent or negligence by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions due to intent or negligence.

(8) Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

(9) Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

(10) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

(11) Data Protection

The processing of personal data is carried out in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG) of Germany. The technical data collected by and during the use of the **ITW Fastener Calculation Software i-WOOD** as well as the personal data entered by the user, if and to the extent that they are necessary for the use of the **ITW Fastener Calculation Software i-WOOD** and the proper calculation of the result, are stored, processed and used by us.

11.1 Data storage, processing and use

The user agrees to the storage, processing and use of the following data:

- data provided by the user in the course of the registration;
- the access ID;
- the information provided in the context of individual access to the **ITW Fastener Calculation Software i-WOOD**;
- the logging and storage of data that enables the identification of the PC from which the **ITW Fastener Calculation Software i-WOOD** was accessed;
- the time and duration of access to the **ITW Fastener Calculation Software i-WOOD**;
- the file request, i.e. the planning proposals that the user has accessed via the **ITW Fastener Calculation Software i-WOOD**;
- storage of the calculation result in file hosting.

11.2 Data transfer to third parties

We may store, process, and use this data as part of the purpose of this Agreement and, in the case of file hosting by companies engaged by us, based in the EU. The same applies to the protection of the provided software against unauthorised access or misuse.

We involve third parties resident in the EU to support and maintain the provided **ITW Fastener Calculation Software i-WOOD**. We oblige these third parties to comply with the data protection requirements as well as to maintain confidentiality regarding the aforementioned data. The transmitted data is limited to the minimum required. Insofar as we are obliged to do so by law or by court order, we only pass on the data to state institutions and authorities entitled to information.

11.3 Right to information, erasure, and blocking

The user has the right to information about his stored personal data, their origin, and their recipients at any time. The user may also request the correction of incorrect data.

11.4. Rights of the data subject

If we process your data, you have extensive rights as a data subject, which are listed in detail below:

11.4.1 Withdrawal of consents

If we require your consent to the processing of your data, we will collect it from you and use your data for the purposes specified in connection with the consent. Your consents are digitally logged.

If you have given us your consent to the processing of your data, you can revoke your consent at any time with effect for the future. To do so, please write to Mr. Michael Polworth, Carl-Zeiss-Str. 19, 30966 Hemmingen or send an e-mail to datenschutz@itw-befestigungssysteme.de.

11.4.2 Right of information

You can obtain information about your data processed by us at any time within the framework of Art. 15 GDPR. In particular, you can request information about the purposes of the processing, the categories of data processed, categories of possible recipients, and the planned storage period. Please send your request for information to Mr. Michael Polworth, Carl-Zeiss-Str. 19, 30966 Hemmingen or send an e-mail to datenschutz@itw-befestigungssysteme.de.

11.4.3 Right to rectification

You are entitled to request rectification or completion of your data stored by us in the event of inaccuracy of the data within the framework of Art. 16 GDPR.

To assert your right to rectification, please write to Mr. Michael Polworth, Carl-Zeiss-Str. 19, 30966 Hemmingen or send an e-mail to datenschutz@itw-befestigungssysteme.de.

11.4.4 Right to erasure

You may, within the framework of Article 17 of the GDPR, request the erasure of the data if the storage of the data is no longer necessary and there is no other legal basis for processing. In addition, you can request erasure if you have objected to the processing and there are no priority, legitimate reasons for the further processing of your data and if your data has been processed unlawfully or if there is a legal obligation to erase it under EU or national law.

To assert your right to erasure of the data, please write to Michael Polworth, Carl-Zeiss-Str. 19, 30966 Hemmingen or send an e-mail to datenschutz@itw-befestigungssysteme.de.

11.4.5 Right to restriction of processing

In addition, under Article 18 GDPR, you have the right to restriction of processing if you dispute the accuracy of the data for a period that enables the controller to verify the accuracy of the data; if the processing is unlawful, but you refuse to erase the data; the purpose of the processing has been completed, but the data are necessary for the assertion of your legal claims or if you have objected under Article 21 GDPR and it is not yet clear whether the legitimate reasons of the controller outweigh your interests.

To assert your right to restriction of processing, please write to Mr. Michael Polworth, Carl-Zeiss-Str. 19, 30966 Hemmingen or send an e-mail to datenschutz@itw-befestigungssysteme.de.

11.4.6 Right to data portability

Within the framework of Article 20 GDPR, you have the right to obtain the data concerning you in a common, structured, and machine-readable format (data portability). In addition, under certain conditions, you can obtain that your data be transmitted directly by a controller, as far as this is technically possible.

To assert your right to data portability, please write to Michael Polworth, Carl-Zeiss-Str. 19, 30966 Hemmingen or send an e-mail to datenschutz@itw-befestigungssysteme.de.

11.4.7 Right to object

You have the right to object to the use of your data for the above purposes at any time (Art.

21 GDPR). This is possible insofar as the objection is directed against direct marketing or there are reasons for doing so, which arise from your particular situation. In the event of an objection to direct marketing, you have a general right of objection, which is implemented by us without specifying a particular situation.

To assert your right to object, please write to Mr. Michael Polworth, Carl-Zeiss-Str. 19, 30966 Hemmingen or send an e-mail to datenschutz@itw-befestigungssysteme.de.

11.4.8 Right to appeal to the supervisory authority

We would also like to point out that, without prejudice to any other administrative or judicial remedy, you have the right to complain to a supervisory authority, in particular in the Member State of your place of residence, place of work or place of the alleged infringement, if you consider that the processing of the data concerning you is in breach of the GDPR.

A list of supervisory authorities (for the non-public sector) with address can be found at: https://www.bfdi.bund.de/DE/Infothek/Anschriften_Links/anschriften_links-node.html

11.5 Consent and right of withdrawal

The user consents to the storage, processing and use of the data referred to in point 11.1 for the purposes specified in this section 11.

The user can revoke his consent at any time with effect for the future and demand that the personal data of the user be blocked or erased.

He is no longer permitted to use the software in the event of a revocation. As a result of the revocation, his data will be kept inaccessible until the expiry of the retention period of a maximum of 6 [six] months. After this period, the data will be erased, unless a legal regulation or a court order requires further retention.

Further information on the processing of personal data can be found in the data protection declaration under <https://www.itw-befestigungssysteme.de/de/datenschutz/> and from the information under <https://www.itw-befestigungssysteme.de/de/datenschutz-info/>.

(12) Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(13) Entire agreement

These terms and conditions constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(14) Law and jurisdiction

These terms and conditions will be governed by German law, and, if not excluded by law, any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of Hemmingen.