

# Terms of use for Roth QuickCalc

*Last updated: 2017-09-06*

Please read these Terms of use ("Terms") carefully before using the QuickCalc webtool (the "Service"). The Service is operated by Roth Nordic A/S ("us", "we", or "our"). Your access to and use of the Service is conditioned upon your acceptance of and use in compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, you will not be able to access and use the Service.

## **Purchases**

This Service does not contain the option for purchasing products in any way, this is always done thru our distributors around the Nordic region.

## **Content and usage**

All content available as part of the Service, including, but not limited to text, graphics, logos, images, data compilations, software and the compilation thereof (collectively, the "Content") is our property or the property of our affiliates, partners or licensors and is subject to legal protection, in particular copyright and trademarks held by the aforementioned parties.

The user is granted a limited, revocable non-transferable and non-exclusive license to access and use the Service. Any unauthorized use by the user of the Service and/or the Content automatically terminates the license without prejudice to any other remedy provided by these Terms.

It is not allowed to copy, modify, reverse engineer or create any derivative works based upon the Service. Only Roth Nordic A/S has the rights for the Service, its functions and the Content.

Any external use as public showcasing and marketing is not allowed without direct permission in writing by Roth Nordic A/S.

The Service output is not confidential to the market. The user can use the Service for his own use, as quoting and pricing his own underfloor heating projects. Furthermore, the user is allowed to send the printed templates to other parties, such as his customers or other business partners.

## **Password**

Passwords for accounts are personal and must not be shared, unless you have been specifically authorized by Roth Nordic A/S. If you suspect that your password is misused please contact us immediately at [QuickCalc@roth-nordic.com](mailto:QuickCalc@roth-nordic.com)

## **Disclaimer of liability**

Download of the Service is at the user's own risk. In no event are we liable for any damage occurring as a consequence of downloading, installation, storage or use of the software, including damage and functional disruptions as a consequence of virus or the like.

The content and functions of the Service is provided without any express or implied guarantee of the accuracy or completeness thereof as well as fitness for a particular use. Furthermore, we are at any time entitled to change the content of the Service without prior notice.

## **Indemnification**

The user agrees to defend and indemnify Roth Nordic A/S for any loss, damages or costs that we may occur, including third party claims, due to the user's use of the Service and/or Content in violation of applicable legislation or the provisions of these Terms.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If an amendment is considered material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined in our sole discretion.

### **Invalidity**

Where any of these terms are deemed to be unlawful or invalid and thereby unenforceable this will not affect the validity and enforcement of the remaining terms.

### **Governing law and venue**

All aspects and any disputes arising in connection with use of the Service are governed by Danish law, excluding the application of any conflict of laws rules.

Any disputes arising in connection with use of the Service must be settled by the Danish courts.

## **Privacy Policy – Roth QuickCalc software**

In this privacy policy, we explain how Roth Nordic A/S (“Roth Nordic” or “we”) processes and uses personal data about you which we collect when you use the Roth QuickCalc software.

This privacy policy applies to your use of our software once you use the software on your electronic device and any of the services accessible through the software.

Please read the following carefully to understand the terms and conditions under which we process your personal data.

### **1. Personal data we collect from you**

We may collect and process the following personal data about you:

- > Information that you provide when creating a profile. This includes name, email address, phone number and your personal password.
- > If you contact us via the software or in another way we may keep a record of that correspondence.

### **2. The use of personal data**

Personal data is collected and used in connection with provision of the services included in the software and for the purpose of notifying you of any changes thereto as well as responding to any requests made by you in order to comply with the agreement entered into between Roth Nordic and you regarding use of the software. Further, your personal data may be used for identifying and solving problems, improving our services and similar as we have a legitimate interest herein. We may also contact you with information, promotions, products, services and offers that may be interesting to you if you have provided your prior express consent, unless legislation allows us to contact you without your prior consent. Your personal data will be deleted when we no longer need to process the data to fulfil one or more of the purposes mentioned above. Your data may be processed and stored for longer in an anonymous form. Your personal data is stored with our business partner situated in Finland Our business partner will only process the data for the purposes set out above and under our instructions.

“When performing calculations with Roth QuickCalc, the user commits himself to not entering personally identifiable information in the system.”

### **3. Cookies**

A cookie is a small text file which is stored on the user's IT equipment (such as a PC, tablet, smartphone, etc.) allowing the website/app to recognize the equipment and user. Cookies may for instance be used for the purpose of preparing statistics of the users' website/app use and for optimization of website/app contents. A cookie is a passive file and cannot collect information from the user's computer/device or spread virus or other harmful programs. Some cookies are placed by websites (third parties) other than the one stated in browser's address line (the URL). The contents of such cookies may be of a general nature, but they may also be, for example, analytical tools or embedded comment fields. This means that cookies are stored from parties other than the one owning the website/app. Some cookies are created temporarily and expire at the end of the user session when the browser/app is closed (session cookies). Other cookies are stored on the user's IT equipment for a longer period of time (persistent cookies). When the user revisits a website/app, new session cookies will be placed in the temporary memory, whereas a persistent cookie will be renewed.

Cookies are used in the software to improve your browsing experience. In addition to use for statistical purposes, the cookies are used to identify you and allow the site to recall your personal settings and login.

The cookies used in the QuickCalc software are session cookies placed by Roth Nordic. These session cookies will expire at the end of the user session when the browser is closed.

If the user chooses to block cookies from the QuickCalc domain via his browser, the user experience and functionalities might fail in some form. Cookies are highly recommended to run the system correct and safe.

### **4. Security**

We have implemented security measures to ensure that our internal procedures meet our high security policy standards. Accordingly, we use our best endeavors to protect the quality and integrity of your personal data.

We encourage you to keep your password safe and confidential and ask that you do not share it with anyone.

### **5. Links to other websites**

Our software may from time to time contain links to other websites operated by third parties. If you follow a link to these websites, please note that these websites have their own privacy policies which apply to such websites. We encourage you to read these privacy policies before submitting any personal data to such websites.

### **6. Access to your personal data, etc.**

You have a right of access to the personal data processed about you, subject to certain statutory exceptions. Furthermore, you can object to the collection and further processing of your personal data. In addition, you have the right to correct your personal data, if necessary. Under certain circumstances, you also have the right to receive your personal data in a structured, commonly used and machine-readable format and have such data transmitted to another data controller.

### **7. Amendment of data, cancellation of services, etc.**

If you want us to update, amend or delete the personal data that we have recorded about you, or if you no longer wish to receive information from us, or if you have any questions concerning the above guidelines, you may contact us at [QuickCalc@roth-nordic.com](mailto:QuickCalc@roth-nordic.com).

You can also write to us at the following address:

*Roth Nordic A/S  
Att.: R&D Department  
Centervej 5, 3600 Frederikssund  
Denmark  
Mail: [QuickCalc@roth-nordic.com](mailto:QuickCalc@roth-nordic.com)*

### **8. Changes to the privacy policy**

This privacy policy may be updated from time to time by posting the new policy in the software or, if appropriate, notification via email.

### **9. Complaints**

If you have any questions or wish to complain about the processing of your personal data, you may contact us on the addresses specified in clause 7 above. You may also file a complaint with the Danish Data Protection Agency, Borgergade 28, 5, 1300 Copenhagen.