

End User Licence Agreement

SimonsVoss AX2Go | Status: 2025.11

1. General information

The mobile application “AX2Go” (the “App”) is provided by SimonsVoss Technologies GmbH (“SimonsVoss”, “we” or “us/our”). This End User Licence Agreement including the terms of use contained herein (the “Licence Agreement” or “EULA”) represents a binding agreement between you (the “End User”, “you” or “your”/“you”) and SimonsVoss. It governs the general terms and conditions for the download and use of the App by the End User on their mobile device.

In addition to the requirements set out in this EULA, downloading and using the App requires the conclusion of an effective Software Fee Agreement between SimonsVoss and the operator of the locking system (e.g. employer, property owner/administrator/manager, etc.) for which the App is to be used as an access authorisation medium.

It is possible that the locking system operator for which the App is to be used as an access authorisation medium will impose further requirements and obligations on you, which shall be complied with.

2. Scope of application

The App can be used on a mobile device with the Android or iOS operating system. The App allows you to use your mobile device to open the locks of buildings or facilities (the “Location”) that are equipped with a SimonsVoss locking system, provided you have previously been granted authorisations (access rights) for this Location by the locking system operator in question. The locking system operator shall be solely responsible for this. This means that the granting of access rights is not covered by this EULA. SimonsVoss therefore accepts no responsibility for the granting or revoking of access rights.

3. Downloading the App and agreeing to the EULA

Under Android, this EULA is displayed after downloading the app and clicking to open it; under iOS, the EULA is stored in the App Store and you accept it when you download the app.. To access the App and use the services, you must tick the “Agree and continue” box or a corresponding box that is displayed for this purpose. By ticking this box, you agree to the content of this EULA (including all warranty and liability limitations contained therein) and undertake to comply with the provisions set forth therein. You are therefore requested to read and check this EULA carefully before clicking on this field and accessing the App.

4. Licence granting and updating

- 4.1. Subject to the terms and conditions of this Licence Agreement, SimonsVoss grants you a limited, non-exclusive, non-sublicensable, non-assignable and non-transferable right to download, install and use the App for personal, non-commercial purposes on a mobile device owned, provided to you for use or otherwise controlled by you, in accordance with the terms and conditions set forth in the Licence Agreement. You accept this licence when installing the App.
- 4.2. The terms of this Licence Agreement apply to you in accordance with the version that was valid when you first installed the App. The terms and conditions also apply to all updates to the App (see section 9 below). You agree that SimonsVoss may modify the terms of this Licence Agreement by adding, deleting or modifying the existing content. Such changes may be made at any time. In particular, SimonsVoss may provide an amendment to this Licence Agreement with each update, which will be accepted by you by means of a corresponding notice and subsequent download, thereby amending this Licence Agreement.

- 4.3. As an alternative to providing you with an App update, SimonsVoss may notify you directly or publish a notice or new version of this Licence Agreement in a manner that is appropriate in the circumstances to reach you.

5. Fees

- 5.1. SimonsVoss will not charge you any separate costs for downloading and using the App. Your right to download and use the App is covered by the remuneration for the Software Fee Agreement to be concluded between the locking system operator and SimonsVoss.
- 5.2. Connection costs to mobile phone networks or other indirect costs are not affected by this. You are therefore aware that the terms and conditions of the Agreement with your mobile network operator continue to apply while you are using the App. You may therefore be charged by the mobile network operator for access to the network connection services for the duration of the connection while accessing the App and/or the services.
- 5.3. SimonsVoss reserves the right to introduce additional functions or services over and above the free basic version in the future, which may be or become subject to a fee in the future. In this case, SimonsVoss will inform you in good time in advance of the relevant terms and conditions.

6. Licence restrictions

To the extent permitted by law, you may not:

- 6.1. copy the application unless expressly permitted under this licence;
- 6.2. modify, translate or adapt the Application or create other works derived from or improvements to the Application, regardless of whether such works and improvements would be patentable;
- 6.3. reverse engineer, disassemble, decompile or decode the Application or make any other attempt to derive or access the Application source code or any part thereof;
- 6.4. remove, delete, alter or obscure any trade marks or references to copyright, trade marks, patents or other intellectual property or other proprietary rights incorporated in the Application or any copies thereof;
- 6.5. use the Application in a manner that could be detrimental to our interests; or
- 6.6. use, deliver or transmit any viruses, Trojan horses, trapdoors, backdoors, worms, Easter eggs or other code to damage, adversely affect, disrupt or intercept any systems, applications, data or personal information;
- 6.7. disable or circumvent any restrictions associated with your mobile device's operating system, for example by means of a process known as "jailbreaking" or "rooting"; or
- 6.8. rent, lend, lease, sub-licence, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, including by making the Application available on a network from which such Application can be accessed from more than one mobile device at a time.

7. Reservation of rights

- 7.1. You acknowledge and agree that the Application is not sold or transferred to you, but is provided to you under a limited licence. This Licence Agreement does not grant you any property rights or rights of use in the Application or any related rights other than the right to use the Application in accordance with the licence granted, subject to all terms, conditions and restrictions set forth

under this Licence Agreement. SimonsVoss as licensor reserves all of its rights, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights in or relating to the Application, except as expressly granted to you in this Licence Agreement.

- 7.2. SimonsVoss reserves the right to discontinue support for this App, modify the App and/or develop a successor solution at its own discretion.
- 7.3. Our privacy policy at <https://www.simons-voss.com/de/datenschutz.html> applies.

8. Functions and use of the Application - your obligations

- 8.1. You must have a compatible mobile device with an Android or Apple iOS operating system that is BLE-capable (version 5.0 or higher) and can be connected to the internet so that the App can be downloaded, installed and updated. The App may not be compatible with certain versions and/or models of mobile devices due to different hardware, software or platforms. If the App is not compatible with your mobile device, SimonsVoss shall not be liable for any damages or costs that you may incur in connection with the attempted use with such a mobile device. If your mobile device is not connected to the Internet or if flight mode is activated on your mobile device, you may not be able to use the App or certain functions.
- 8.2. The App only works in conjunction with a compatible SimonsVoss system that is intended for use with this application to grant access to certain secured areas (e.g. residential and/or commercial premises). Moreover, the following settings shall be implemented for using the App: The App must run permanently in background mode. If you restart the mobile device or after a forced termination of the App, you may have to restart the App. There may be functional differences between the two operating systems Android and iOS. To use the App, you must also enable and activate the Bluetooth function on your mobile device. Depending on the operating system version, it may also be necessary to authorise the Location for Bluetooth sharing. The release of notifications (push notifications) is still essential for the correct functioning of the App, as this is used to transmit access authorisations. Enabling the camera function is optional. This can be used to scan an AX2Go key using a QR code.
- 8.3. You must take the necessary measures to handle the Application and your mobile device with due care, bearing in mind that the Application and your mobile device may be used for potentially critical functions, for example, to gain access to secure and sensitive areas (e.g. residential and/or commercial premises), and that any unauthorised use of the Application may have serious consequences. You should handle your mobile device with at least the same degree of care that you use when handling your physical keys or wallet. In addition, it is possible that further duties of care and/or requirements have been or will be imposed on you by the operator of the respective locking system or that such further duties of care and/or requirements arise from the circumstances.
- 8.4. Furthermore, you agree to:
 - 8.4.1. protect your mobile device from unauthorised access with a screen lock, whether using Face ID, fingerprint, a PIN code known only to you or another comparable option.
 - 8.4.2. ensure that all settings, network connections and changes required to run the App on or from your mobile device are current and correct and that your mobile device and the Application are always updated by downloading any updates as soon as they are made available.
 - 8.4.3. immediately inform the person or organisation from whom you have received the relevant access rights (e.g. employer, property owner/administrator/manager, etc.) if your mobile device is lost, stolen or hacked or if you suspect that your mobile device protection is no longer guaranteed.

- 8.4.4. Before every (including temporary) transfer of your mobile device to a third party or before disposing of the mobile device, you shall ensure that no unauthorised access can take place via the mobile device, e.g. by activating a screen lock or (temporarily) deactivating or uninstalling the App.
- 8.4.5. If you are no longer able to access your mobile device at a certain time, you must inform the locking system operator immediately. They can then issue you with an alternative access medium.
- 8.5. **For security reasons, we recommend that the locking system operator keeps reserve transponders or RFID cards available as a replacement access medium. Further details regarding a reserve and failure concept must be agreed with the locking system operator.**
- 8.6. **Please note that SimonsVoss cannot provide you with an access medium. Only the locking system operator can do this.**
- 8.7. SimonsVoss has no means of monitoring or controlling the handling of your mobile device and your mobile device protection. SimonsVoss can therefore accept no liability if your mobile device is accessed without authorisation. SimonsVoss cannot accept any liability for informing the locking system operator if your mobile device has been hacked or misused or used without authorisation.

9. App updates

- 9.1. SimonsVoss reserves the right to develop and provide updates to the App from time to time at its sole discretion, such as upgrades, bug fixes, patches, other error corrections and/or new features (jointly, the "Updates"). The Updates may completely change or delete certain functions and features. You agree that SimonsVoss is under no obligation to provide any Updates or to continue to support or provide any particular functions or features. Depending on the settings made on your mobile device, the following scenarios are possible when your mobile device is connected to the Internet:
 - 9.1.1. The App automatically downloads and installs all available Updates; or
 - 9.1.2. You will be notified of Updates being available or you will be prompted to download and install the available Updates.
- 9.2. **You agree that you will download and install all Updates immediately. You acknowledge and agree that if you fail to download and install Updates, the App or any part of it may not run correctly. You further agree that all Updates shall be considered part of the App and subject to all terms and conditions of this Licence Agreement.**
- 9.3. The decision as to whether to provide an update or not is generally at the discretion of SimonsVoss, except where SimonsVoss is expressly obliged to do so by law or contract. SimonsVoss accepts no responsibility for the support or maintenance of the App. You are aware that applications are subject to change over time and that there is no guarantee that applications will be kept up to date by the manufacturer. As part of an update, the licence terms may also be updated and adapted in accordance with section 4 above.

10. Availability

- 10.1. SimonsVoss will make every effort to ensure that the App is always available. However, SimonsVoss does not guarantee unlimited or specific availability. You are aware that the App is provided via the internet and mobile networks, so the quality and availability of the App may be affected by factors outside SimonsVoss' control. Furthermore, you are aware that for the App and the mobile access services to function properly (i) the physical technology of the access

control system of the relevant Locations must be in perfect condition and maintained accordingly, (ii) the locking system operator of the relevant Location must have granted the user the appropriate authorisations for mobile access to the Location. These aspects are also beyond the SimonsVoss control.

- 10.2. Therefore, without this list being exhaustive, SimonsVoss accepts no liability of any kind for the unavailability of the App or the Services, nor for difficulties in downloading or accessing the Content, nor for any other disruption to the communications system that results in the App or the services being unavailable. Furthermore, SimonsVoss accepts no liability for the non-availability of the services due to an unsuitable condition of the physical technology of the access control system or incorrect granting of corresponding access authorisations to the user by the system operator.

11. Limitation of liability

- 11.1. SimonsVoss shall be liable in accordance with the statutory provisions insofar as you assert claims for damages or reimbursement of expenses based on intent or gross negligence or non-compliance with guarantees given in writing (including the assumption of a procurement risk), as well as in cases of culpable injury to life, body or health.
- 11.2. In the event of minor negligence, SimonsVoss shall otherwise only be liable for the breach of material contractual obligations. Material contractual obligations are those arising from the nature of the contract and which are of particular importance for the achievement of the contractual purpose. In the event of a breach of material contractual obligations due to minor negligence, our liability shall be limited to the foreseeable, typically occurring damage, however, to a maximum of EUR 500.00 per damage event; in this case claims for damages and reimbursement of expenses shall become statute-barred after twelve months.
- 11.3. Any further liability for damages or reimbursement of expenses than provided for in these terms and conditions is excluded, regardless of the legal nature of the claim asserted. Any mandatory provisions of the Product Liability Act shall remain unaffected.
- 11.4. To the extent permitted by law, SimonsVoss shall in particular not be liable for:
- 11.4.1. indirect damage, immaterial damage or loss of profit;
- 11.4.2. any damage or loss of any kind suffered by the User as a result of accessing or running the App and/or the services and/or their execution and caused by them (including but not limited to the installation of the App and any damage caused to the User's mobile device as a result of such installation); and/or
- 11.4.3. damages or losses of any kind arising from the unavailability of the App or the services.

12. Personal and non-personal data / data protection

When you download, install or use the App, we may receive or collect data about you and your use, including your contact details, in connection with your use of the Application and/or a particular Service. In connection with your access to and use of the App, you have certain rights with regard to the personal data you provide to us. These rights are set out in our privacy policy, which can be viewed at the following link: <https://www.simons-voss.com/de/datenschutz.html>. Should you have any questions or concerns, you can contact us by email at dataprivacy@allegion.com or contact our external data protection officer Dr Sebastian Kraska(email@iitr.de) directly.

13. Term and Termination

- 13.1. The term of this Licence Agreement begins when you have downloaded and installed the App and confirmed your acceptance of this Licence Agreement and ends at the latest upon termination of the Software Fee Agreement to be entered into by and between the locking system operator and SimonsVoss.
- 13.2. Upon effective termination of the Licence Agreement, your right to use the App ends and you must uninstall the App, including all copies on your mobile device, and delete it from your mobile device and refrain from any further use.
- 13.3. Both you and SimonsVoss may terminate this Licence Agreement at any time by giving one month's written notice. Once the termination has taken effect (regardless of who terminated it), you must uninstall the App, including all copies on your mobile device, delete it from your mobile device and refrain from any further use.
- 13.4. The term of this Licence Agreement shall end immediately and automatically without notice if you materially breach any of the obligations set out in this Licence Agreement or permanently uninstall the App from your mobile device.
- 13.5. Termination of this Licence Agreement shall have no restrictive effect on any rights or remedies to which SimonsVoss may be entitled.

14. Severability clause

Should a provision in this Licence Agreement be or become invalid in whole or in part or contain loopholes, this shall not affect the validity of all other provisions of the Licence Agreement.

15. Assignment

You are prohibited from assigning your rights under this Licence Agreement without prior written consent. Any such intended assignment will result in the withdrawal from or termination of the Licence Agreement at our sole discretion. We may assign our rights and obligations set forth under this Licence Agreement in whole or in part to a third party of our choice.

16. Applicable law

The interpretation of this Licence Agreement and all disputes arising out of or in connection with this Licence Agreement shall be governed exclusively by German law, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17. Place of jurisdiction

If you are a consumer residing in Europe, both you and we are entitled to submit any dispute to any competent court. If you are a merchant or a legal entity, the place of jurisdiction for all disputes arising in connection with this Licence Agreement or the App or in connection with it is Munich (Germany).

18. Entire agreement

This Licence Agreement represents the entire agreement between you and SimonsVoss with respect to the subject matter of this Licence Agreement and supersedes all prior or contemporaneous communications, agreements and understandings, whether written or oral.

19. Communications to SimonsVoss

For general questions, enquiries or matters relating to this Licence Agreement, please use the following communication channels for all correspondence:

SimonsVoss Technologies GmbH

Feringastrasse 4

85774 Unterföhring

Germany

Telephone +49 (0)89 99228-0

marketing-simonsvoss@allegion.com

www.simons-voss.com