

Terms of use

for the xact-fit test of UVEX ARBEITSSCHUTZ GMBH (Würzburger Str. 181 – 189, 90766)

1. UVEX ARBEITSSCHUTZ GMBH has the exclusive, irrevocable and unlimited right of use to the xact-fit test software. UVEX ARBEITSSCHUTZ GMBH grants the user a non-exclusive, non-transferable right to access and use the services of the xact-fit test and the documentation for internal use during the term of the contract.
2. UVEX ARBEITSSCHUTZ GMBH retains all intellectual property rights relating to the software and any materials provided by UVEX ARBEITSSCHUTZ GMBH.
3. UVEX ARBEITSSCHUTZ GMBH may suspend or terminate access to the software under certain conditions, including legal requirements or non-compliance with these terms of use.
4. UVEX ARBEITSSCHUTZ GMBH reserves the right, at its sole discretion, to make changes to the software that are necessary or required for: (a) maintaining or improving the quality of the software, or (b) complying with applicable law.
5. When accessing the xact-fit test software and the materials of UVEX ARBEITSSCHUTZ GMBH, the following terms of use must be observed:
 - (a) The software may not be used in such a way that data protection rights or the rights of third parties are infringed.
 - (b) The software or materials may not be copied or modified, nor may derivative works be created.
 - (c) The software may not be damaged, destroyed, deactivated, impaired or obstructed.
 - (d) The software or materials may not be rented, lent, sold, sublicensed, published or made available to other persons or organizations in any other way.
 - (e) The software or materials may not be reverse engineered, disassembled, decompiled, decrypted, adapted or otherwise attempted to derive or gain access to the source code of the software.
 - (f) Security devices or protective measures used by the software may not be circumvented or violated. Access or use is only permitted with valid access data from authorized users.

- (g) It is not permitted to enter, upload, transmit or make available any information that is unlawful or harmful (including materials containing harmful code).
- (h) Trademarks or intellectual property notices from the software or materials may not be removed, deleted, altered or rendered unrecognizable.
- (i) The software may not be used for competitive analysis, the development of competing software or products, or for any other purpose that conflicts with the interests of UVEX ARBEITSSCHUTZ GMBH.

6. The user is solely responsible for:

- (a) the content of any data,
- (b) their IT infrastructure,
- (c) the security and use of access authorizations,
- (d) the backup of their shared data.

Any liability on the part of UVEX ARBEITSSCHUTZ GMBH in this regard is excluded.

- 7. Within the xact-fit test, the user will be provided with a case, headphones, a pair of batteries, a pair of spare batteries, a charging cable, tweezers, and an extra hygiene kit. In addition, the user will receive the rights of use to the pre-installed software as described in (1).
- 8. When using the software, the user is responsible for complying with all applicable data protection and security laws. In particular, the user undertakes to implement the technical and organizational measures required by data protection law.
- 9. UVEX ARBEITSSCHUTZ GMBH provides support for the xact-fit test, which covers hardware and software errors. Support is included in the xact-fit test. To resolve the issue, users can call +46 451-253400 (Swedsafe AB) or send an email to xact-fit-test@uvex.de. Support also includes software updates, i.e. bug fixes, patches, and relevant updates.

Support is available Monday through Friday from 8:00 a.m. to 4:00 p.m. There is no entitlement to a specific response or solution time from UVEX ARBEITSSCHUTZ GMBH or to the availability of specific updates.