

Terms of Use for Live Streaming of Tests on Live Streaming Website www.ift-arena.de



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ift Rosenheim GmbH, hereinafter referred to as "ift" or "operator", carries out product tests in its laboratories – after receiving the corresponding order from the client –, records these and gives the client, hereinafter referred to as "user", the opportunity to follow the testing of its products via live video streaming on the live streaming website www.ift-arena.de.

§ 1 Scope of Application and Principles

- (1) The following Terms of Use apply to the live video streaming of tests offered by ift on the live streaming website www.ift-arena.de. In addition and as add-on to these Terms of Use, the [General Terms of Use for Online Services of ift Rosenheim www.ift-rosenheim.de](http://www.ift-rosenheim.de) shall apply. The following more specific Terms of Use shall take precedence over the general terms of use insofar as they contain deviating provisions.
- (2) By logging in and/or by using the live streaming website www.ift-arena.de, the user accepts these terms and conditions for live streaming of tests and the General Terms of Use for Online Services of ift Rosenheim www.ift-rosenheim.de.
- (3) In addition to these terms and the General Terms of Use, the [General Terms and Conditions of ift](#) apply. The same applies for the conditions and guidance on the use of ift test documentations (including ift logo and pictogram). In addition, the operator's [Privacy Policy](#) is authoritative for the use of the live streaming website www.ift-arena.de.
- (4) The Terms of Use for live streaming of tests, the General Terms of Use for Online Services of ift Rosenheim www.ift-rosenheim.de and the operator's Privacy Policy can be viewed, saved and printed at any time at www.ift-rosenheim.de. Conditions of the user that contradict or deviate from these terms and/or the General Terms of Use shall have no validity.
- (5) The operator reserves the right to change these Terms of Use for users for the future, for example to take account of changes in legislation or changes to the online services of ift Rosenheim www.ift-rosenheim.de.

§ 2 Conditions for Use

- (1) The precondition for using the live streaming website www.ift-arena.de and tracking live tests is access to the Internet. The provision of Internet access and the software required for this is not the subject of the services provided.
- (2) The following technical requirements must also be met for the use of the live streaming website www.ift-arena.de and the viewing of live tests:
 - (a) A computer, notebook, tablet or smartphone with fast Internet access and a modern browser in the latest version are required to access the live stream.
 - (b) For reception of the live stream, at least DSL 6000 is required; for HD streams, at least DSL 16000 or comparable.
 - (c) Mobile terminals must have sufficient UMTS/LTE/HSDPA reception with a download bandwidth of 6000 KBit. It should be noted that a live stream results in considerable data transfer, which can cause considerable costs, especially for mobile devices with limited monthly transfer volumes; the costs are borne by the user.
- (3) It is the responsibility of the user to lay the aforementioned technical conditions. He has to bear the costs for the terminal equipment as well as the telecommunication.
- (4) Another precondition for the tracking of the live test is that the user informs the operator in writing when commissioning the test, but at the latest one day before the test, that he wishes to see the testing of his product(s) on the live streaming website www.ift-arena.de and that he requests the necessary login data (cf. § 4) in sufficient number (in writing).

§ 3 Object of Use and Operation

- (1) The operator carries out product tests in his laboratories – after the user has commissioned him to do so.
- (2) The user and any person equipped with a corresponding access authorisation (hereinafter referred to as "authorised person") can follow the testing of its products via live video streaming via the live streaming website www.ift-arena.de. The precondition for this is that the user or authorised person logs into the live streaming website www.ift-arena.de. For this purpose, the user and each authorised person require a link and a personalised login (cf. § 4).
- (3) As long as the link is active, the user or authorised person can observe and see the test. The operator is responsible for the activation or deactivation of the link.
- (4) Watching/tracking live video streaming is free of charge for users and authorised persons. The operator reserves the right to charge a fee at any time.
- (5) The operator records the product tests and archives these records insofar as he is obliged to do so by the relevant standard for the respective test. If the operator is obliged to record and archive the product tests, the user can obtain a copy of the test recording on DVD or via ift Cloud upon written request. The compilation and sending of a copy of the test record is free of charge. However, the operator also reserves the right to charge a fee at any time in this respect. The user may only use the (copy of the) test recording to the extent set out in § 5.

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- (6) The operator is entitled, at his own discretion and without prior notice, to discontinue or change his portal, the live streaming website www.ift-arena.de as well as the live streaming of tests at any time or in any other way.

§ 4 Retrieve Login Data and Login

- (1) In order to be able to follow the live video streaming of its products, the user or the authorised person must log into the live streaming website www.ift-arena.de. For this purpose, the user and each authorised person need a link and a personalised login for the live streaming website www.ift-arena.de.
- (2) The user receives on written request from the operator in separate emails the link and the necessary login data (in sufficient number). The user must request the login data in writing at the latest one day before the test (cf. § 2 No. (4)). He must inform the operator of the number of personalised logins required. The registration of several users with one login and/or the passing on of login data to third parties is not permitted.
- (3) For each session, i.e. for each test, the operator assigns new login data, which he transmits to the user or his authorised users by email upon request. This does not apply if several tests of the user's product(s) are carried out on one or two consecutive days. In this case no new login data will be generated, but the already existing login data can be used for several sessions on this day/these days.
- (4) By logging in, the user or authorised person confirms that he has read, understood and accepted these terms and the [General Terms of Use for Online Services of ift Rosenheim](#) www.ift-rosenheim.de as well as the operator's [Privacy Policy](#).
- (5) The user or the authorised person is obligated to keep the login data secret. If he/she violates this confidentiality obligation, the operator is entitled to temporarily or permanently exclude the user and/or the authorised person from the use of the live streaming website www.ift-arena.de. Any claims for damages remain unaffected by this.
- (6) The user must immediately notify the operator in writing of any misuse of his login data or the login data of his authorised person(s) or of any corresponding suspicion or loss of this data.

§ 5 Rights and Duties of the User and Scope of Use

- (1) The user or the authorised person may watch the live streaming – even in the presence of third parties.
- (2) The user or the authorised person is not authorised to:
- (a) forward the login data and/or the link, which the operator has transmitted to him, to third parties;
 - (b) record the live streaming (e.g. by means of screen capture or a camera directed at the screen), record it, use it commercially, edit it, duplicate it, manipulate it, reproduce it publicly and/or put it into circulation in any other way;

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- (c) take control of the camera (zoom and pan) or use the speaker function without the operator's consent.
- (3) Upon written request, the user shall receive a copy of the test recordings on DVD or via ift Cloud (cf. § 3 No. (4)). The user or the authorised person may only use the test records within the scope of these Terms of Use and exclusively for his own internal use (e.g. for training employees).
- (4) The user or the authorised person is not entitled to edit, duplicate, redesign, manipulate, commercially use, pass on to third parties, publicly reproduce, publish for advertising or other purposes and/or otherwise market the recording of the test and/or parts thereof. This also applies to screenshots of the recording of the test.
- (5) The operator reserves the right to temporarily or permanently exclude the user from the use of the live streaming website www.ift-arena.de and to block his login data in the event of a violation of the above regulations, suspicion of a violation and/or misuse of the live streaming website. Any claims for damages arising for the operator remain unaffected by this.
- (6) The user shall be liable for any damages incurred by the operator as a result of a violation of the above provisions and/or misuse.
- (7) All rights, in particular the copyrighted rights of use and exploitation to the test records, are – in relation to the user – exclusively with the operator. The user shall not remove any copyright notes, trademarks or other proprietary notes and shall ensure that authorship is acknowledged.

§ 6 Operator's Liability

- (1) The operator assumes no liability for the functionality of the Internet access, the terminal equipment and/or the software used by the user/authorised person. Furthermore, he assumes no liability for technical malfunctions when accessing the Internet and for interactive processes reaching the user correctly and at a certain transmission speed.
- (2) The operator does not assume any liability and/or guarantee for the correctness, faultlessness, completeness and reliability of the recording of the test.
- (3) Insofar as the operator provides the user with the recording of the tests free of charge, he shall not be liable – except in the case of intent and fraudulent intent – for material defects and defects of title in the recording.

§ 7 Data Protection

- (1) When using the live streaming website www.ift-arena.de and during or on the occasion of the streaming of the live tests, the operator collects, stores and processes the following personal data of the user or the authorised person(s):
- Name
 - Email address
 - IP address
 - Audio data

as well as the following personal data of the persons present on site:

- Image data
- Audio data
- Names, if any

(3) The above data will be processed exclusively for the following purposes:

- Live streaming of test
- Archiving of test

The data will not be passed on to third parties or will only be passed on in accordance with the provisions of data protection law as well as in the case of the existence of the relevant conditions of permission.

(4) The legal basis for the processing of data is article 6 paragraph 1a GDPR.

(5) The data is transmitted via a secure VPN connection so that third parties have no access to the transmitted data during streaming. The login data is secured by SSL encryption.

(6) Details on collection, storage, processing and use of personal data as well as the rights of data subjects can be found in the operator's privacy policy, which is brought to the attention of the user or authorised person when logging in (cf. § 4 No. (4)). The [Privacy Policy](#) is part of these Terms of Use.

§ 8 Final Provision

Insofar as these special terms of use do not contain more specific provisions, the [General Terms of Use for Online Services of ift Rosenheim](#) www.ift-rosenheim.de. shall apply. In particular with regard to the object of use, data protection and data security, confidentiality, obligations of the user, scope of use, liability of the operator, place of jurisdiction and applicable law, §§ 3, 5 to 11 of the General Terms of Use for Online Services of ift Rosenheim www.ift-rosenheim.de. apply in addition to the above provisions.