

General Terms and Conditions of Use ("GTC") for the use of the Strauss VR app

1. Scope, provider, subject matter of the contract

- 1.1 These GTC govern the use by the user of the VR application and device software (the "App") provided by Strauss Deutschland GmbH & Co. KG, Frankfurter Straße 98-108, 63599 Biebergemünd, ("Strauss," "we") on compatible VR glasses (together "Services").
- 1.2 In particular, the Services enable measurements and 3D room calculations (digital tape measure/laser measuring device) and the storage of measurement data on the device.
- 1.3 Any deviating terms and conditions of the user shall not become part of the contract unless we expressly agree to their validity in writing.

2. Definitions

"Consumer" is any natural person who uses the Services primarily for purposes that cannot be attributed to their commercial or self-employed professional activity (§ 13 BGB).

"Measurement data" is measurement, room, 3D, and metadata generated or uploaded by the services (e.g., lengths, areas, volumes, floor plans, point clouds, room models, timestamps, device/user IDs).

3. Conclusion of contract; user accounts

- 3.1 Use requires acceptance of these Terms of Use and registration of the device via the platform supporting the device. For this purpose, each user is provided with an automatically generated username and password together with the device. After registration on the platform, the device is ready for use. Further information on the registration process can be found in the help section provided with the device.
- 3.2 The minimum age for use is 18 years. Otherwise, use may only take place with the proven consent of the legal representatives.
- 3.3 Users are obliged to provide accurate information and to treat access data confidentially.
- 3.4 We may refuse registrations or block accounts if false information, misuse, or legal risks exist.

4. Scope of services; availability; changes

- 4.1 We provide the services within the scope of the current range of functions. Certain features may vary depending on the device, region, or account type.
- 4.2 We strive to ensure high availability; maintenance windows, updates, and disruptions may occur. Statutory warranty rights (in particular §§ 327 ff. BGB) remain unaffected.
- 4.3 We may modify the services (security, technical improvements, legal requirements, new/discontinued features). For consumers, § 327f BGB (security and feature updates) applies.
- 4.4 Beta/preview features may be marked as such and may involve increased risks/changes.

5. Rights of use for the app and services

- 5.1 We grant a simple, non-transferable, non-sublicensable right to use the app and services in accordance with these GTC, limited to the term of the contract and the account type.

5.2 The following are expressly prohibited: reverse engineering, decompiling (except to the extent permitted by law), circumventing protective mechanisms, unauthorized reproduction/distribution, transfer to third parties outside the permitted organizational use, use for the development of competing services, automated reading without approved interfaces.

6. **Rights and responsibilities**

6.1 The user grants Strauss a worldwide, royalty-free, simple right of use to process measurement data for the purpose of providing the services, storing, displaying, sharing, exporting/porting, troubleshooting, securing, and improving the services.

6.2 Strauss may use measurement data in aggregated or anonymized form for statistical, improvement, and security purposes, provided that no personal reference can be made (any longer).

6.3 The user is responsible for obtaining the necessary rights, consents, and access/recording permissions (e.g., in third-party premises) and for not infringing any third-party rights (personal rights, copyrights, property rights, confidentiality rights).

7. **Accuracy of measurements; safe use of VR**

7.1 The app is not a calibratable precision measuring device and is not a substitute for technical measurements relevant to surveying or structural engineering. Measurements may vary depending on the sensor technology, surfaces, light, calibration, user guidance, and environmental conditions.

7.2 Critical uses (e.g., safety-related components, structural calculations, medical/clinical applications) are excluded unless expressly agreed in writing.

7.3 The device may only be used in a safe environment free of obstacles; the instructions for use and measures specified by the manufacturer of the glasses (e.g., recommended breaks) must be observed.

8. **Data protection**

Information on the processing of personal data can be found in the data protection information at <https://www.strauss.com/de/de/Rechtliches/Datenschutz>.

9. **Pricing; billing (for services subject to a fee)**

9.1 Insofar as services are subject to a fee, the prices, billing periods, and service descriptions stated at the time of conclusion of the contract shall apply.

9.2 We may change prices with future effect; we will provide reasonable notice of any such changes. Consumers have a special right of termination in the event of disadvantageous changes.

10. **Third-party platforms, app stores, device manufacturers**

10.1 Use may require third-party platforms (e.g., app stores, VR operating systems). Their terms of use apply in addition.

10.2 Functions depend on the VR hardware/firmware. We are not responsible for third-party products.

10.3 Updates may be distributed via app stores/manufacturer channels.

11. **Prohibited uses**

The following are prohibited in particular: illegal content/uses; security testing without permission; mass automated reading; disruption/circumvention of security mechanisms; uploading malicious software; violation of export/sanctions regulations; use in particularly vulnerable environments (e.g., critical infrastructure) without a separate agreement.

12. **Warranty and digital content**

Consumers are entitled to the statutory rights in the event of defects in digital products (Sections 327 et seq. BGB), including the obligation to provide security updates. No further guarantees exist unless expressly stated.

13. **User liability**

The user is liable in accordance with the statutory provisions.

14. **Strauss's liability**

14.1 In cases of intent and gross negligence, Strauss is liable in accordance with the statutory provisions.

14.2 In cases of simple negligence, Strauss shall only be liable for breach of a material contractual obligation, limited to compensation for foreseeable, typically occurring damage. A material contractual obligation is an obligation whose fulfillment is essential to achieving the purpose pursued by the conclusion of the contract and on whose fulfillment the user may regularly rely.

14.3 The limitation of liability under Section 14.2 does not apply to claims under the Product Liability Act and, outside the scope of this Act, to at least negligent injury to life, limb, or health of persons.

14.4 Insofar as Strauss' liability is excluded or limited, this also applies to the personal liability of its employees, representatives, and vicarious agents.

15. **Updates, data access, rights to device data, costs**

15.1 We provide the digitally owed services and maintain them in accordance with the contract.

15.2 We deliver the necessary updates, including security updates, for the agreed period. The user shall install the provided updates without delay, insofar as this is reasonable.

15.3 For the purposes of providing the services and functions of the app and troubleshooting, we store and process certain device data generated during the use of , partly automatically and partly manually by the user themselves, in a separate area of the platform that is only accessible to Strauss. In some cases, the data is only stored on the device itself.

This includes the following data

- **Account and master data** (e.g., user ID, email address linked to the device), including automatically generated device-related passwords and device ID. This data is stored in a restricted area of the platform that only Strauss has access to. Passwords cannot be viewed by Strauss.
- **Interaction/sensor data**, such as gaze vectors, hand/finger poses, controller events, if the user has generated this data export themselves . This data is stored exclusively on the device itself.

- **Measurement and project data**, such as length/area values, distance points/vectors, project data entered by the user, provided that the user has generated this data export themselves. This data is stored exclusively on the device itself.
- **Metadata**, such as session/transaction IDs, timestamps, app/build version, error message codes, performance metrics (e.g., "scan successful/aborted"). This data is stored in a separate area of the platform to which only Strauss has access.

Account and master data as well as metadata may also be processed by Meta. Further information on data processing by Meta can be found at: <https://transparency.meta.com/de-de/policies/other-policies/pre-disclosure/quest/>.

- 15.4 Strauss also uses the above-mentioned account and master data as well as metadata for the continuous development of services, analysis, and quality assurance. For this purpose, the user hereby grants Strauss a non-exclusive, non-exclusive, transferable and sublicensable, worldwide, perpetual, irrevocable right to use the relevant data for the following purposes: (i) business and service analysis; (ii) product and feature development; (iii) future AI training, testing, and evaluation, if applicable; (iv) quality assurance, support, and reliability engineering; and (v) other internal uses directly related to the aforementioned purposes. Processing for the above purposes shall always be carried out in a depersonalized form. The right of use shall remain unaffected by any termination of these GTC or the termination of the user relationship.
- 15.5 The user can view their measurement data in the app via the device at any time. It is also possible to export device data. Further information on how to perform such an export using the functions provided by Meta for this purpose can be found [\[here\]](#).
- 15.6 At the user's request, data may also be shared with third parties, depending on the recipient and availability. Further information on this can be found in the information provided by Meta.
- 15.5 If the provision of further data to the user or third parties is requested, we are available at any time at datenschutz@strauss.de for corresponding inquiries, which will be reviewed and processed as quickly as possible. The provision of further information may be subject to additional requirements, including the protection of trade and business secrets or the assumption of costs to the extent permitted by law.
- 15.7 Further information on the use of data and its provision can be found in the data information section of the app's privacy policy. This information is not part of these Terms of Use and is subject to change at any time.
- 15.8 If services are or will be subject to a fee, consumers will be clearly informed in advance about the price and scope of services. In this case, consumers can terminate the contractual relationship at any time.
16. **Term, termination, blocking**
- 16.1 The contract runs for a period of two (2) years. It is automatically extended for a further year if Strauss does not object by giving the user four (4) weeks' notice before the end of the contract period.
- 16.2 We may block or terminate accounts if there is good cause (e.g., significant breach of duty, misuse, legal risks) and if, taking the circumstances into account, continuation is unreasonable.
- 16.3 In the event of termination, we will delete the respective accounts. We delete or anonymize personal data in accordance with the data protection information and statutory retention obligations. Exports should be made in good time before the end of the contract. After the end of the contract, only data required by law may be available.

17. **Changes to these GTC**

- 17.1 We may amend these GTC for objectively justified reasons (e.g., legal situation, security requirements, functions, market conditions), provided that the user is not unreasonably disadvantaged.
- 17.2 The following applies to consumers: We will inform you of any significant changes in good time. If the consumer does not object within 30 days and continues to use the services, the changes shall be deemed to have been approved; we will point this out in the notification. In the event of disadvantageous changes, the consumer has a special right of termination.

18. **Assignment, subcontractors**

- 18.1 Rights and obligations may not be assigned without consent, except to affiliated companies or as part of a company/asset transfer by Strauss.
- 18.2 We may use subcontractors; however, we remain responsible. An overview of key subcontractors can be found in the privacy policy.

19. **Final provisions; place of jurisdiction; language**

- 19.1 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, mandatory consumer protection regulations of the country of habitual residence remain unaffected.
- 19.2 Frankfurt am Main is the exclusive place of jurisdiction for merchants, legal entities under public law, or special funds under public law; consumers may bring legal action before the courts of their place of residence.
- 19.3 The contract language is German. Any translations are for information purposes only.