

## **General Terms of Use**

### **1. Scope of application**

(1) The following terms and conditions apply to all services to be provided by us in this app, unless otherwise agreed between you and us.

(2) In the event of changes to the General Terms of Use, the most recent version shall apply; in the event of a service already commenced on our part, it shall apply unless the user objects. The user will be informed about changes informed of his right to object.

### **2. service contents**

(1) For the annual reading of the consumption recording devices for heating and water, Mießen Jessica & Berger Jonas GbR will provide you with the necessary service in the form of an app so that you can record your consumption. This is then transmitted via Mießen Jessica & Berger Jonas GbR to your landlord / your property management / your basic supplier / your energy service provider or your municipality.

(2) You will be informed about the meter reading either directly via Mießen Jessica & Berger Jonas GbR or via your landlord / your property management / your basic supplier / your energy service provider or your municipality and then have the option of downloading the Messtex app from the App Store or Google Play Store and registering in the app using your personal legitimization code.

(3) After a successful legitimization, you will receive an overview of your existing consumption metering devices for water and heating.

(4) You can read off the consumption manually or have it recorded using your mobile phone camera. Instructions for recording via mobile phone camera are provided in the app.

(5) Proper service provision is only possible if you adhere to the explanations and procedures provided to you in the app.

(6) The meter reading service does not include billing by Mießen Jessica & Berger Jonas GbR. This will be done by your landlord / your property management / your basic supplier / your energy service provider or your municipality after Mießen

Jessica & Berger Jonas GbR has transmitted the meter readings.

### **3. reading of the devices, change of user**

(1) After receipt of your meter reading notification, you have 14 days to carry out the meter reading and submit the data. You can find this in your meter reading notification.

(2) If a meter reading and transmission does not take place within this 14-day period, you will receive a second reminder notification. When you receive this, you will again be given a 14-day period to read and transmit your data. If this deadline is not met either, the consumption in the usage unit concerned will be estimated. If you would like to avoid an estimate, please contact your landlord / your property management / your basic supplier / your energy service provider or your municipality. There is then the possibility of a third meter reading. This subsequent reading must, however, take place no later than two weeks after the second meter reading date, for which you will receive a new notification.

(3) The performance of an interim meter reading within the billing period (e.g. due to a change of user) requires your landlord / your property management / your basic supplier / your energy service provider or your municipality to agree an interim meter reading date for this at a charge. You will be informed of this.

(4) If a change of user occurs during the billing period, the landlord / property management / basic supplier / energy service provider or the municipality will inform us. The new user will then receive a new legitimization code for registration in the app.

### **4 Liability**

(1) In the event of a breach of material contractual obligations that is not due to intent or gross negligence, liability shall be limited to the damage that both parties foresaw as a possible consequence of the breach of obligation at the start of performance.

liability shall be limited to the damage which both parties foresaw as a possible consequence of the breach of duty at the start of performance or which they take into account the circumstances of which they were aware or should have been aware or should have foreseen.

(2) Mießen Jessica & Berger Jonas GbR shall not be liable for the improper entry of data or meter readings.

(3) Mießen Jessica & Berger Jonas GbR shall also not be liable for the performance of internet or service providers.

(3) Mießen Jessica & Berger Jonas GbR shall also not be liable for the performance of internet or service providers, for failures of the app which do not fall within the area of responsibility of Mießen Jessica & Berger Jonas GbR and for a loss of data of the user.

(4) The transmission risk (e.g. data loss during transmission, falsification during transmission, falsification, complete loss) of declarations, messages and documents shall be borne by each contracting party itself.

(5) Outside the breach of essential obligations, liability for slight negligence - except for damage caused by delay - is excluded.

## **5. data protection**

We process your personal data in accordance with the European Data Protection Regulation (DSGVO), the Federal Data Protection Act (BDSG) and other data protection regulations. You can find more details on this in "Privacy Policy".

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