

Living Lab Cologne Terms of Use

Living Lab Cologne is a project of the EEBus Initiative e.V. It operates as an experimental laboratory. EEBus Initiative e.V. maintains this laboratory (Living Lab) to test its own developments in the EEBus ecosystem, support existing projects, and serve as a demonstration and training facility.

The laboratory offers a continuously expanding testing environment to provide assistance in subjecting the interoperability of electronic devices and their data interfaces to initial tests. For this purpose, the testing environment of the Living Lab includes a selection of provided and installed devices and systems.

Living Lab (the laboratory) may also be made available to external companies/users. The use of the laboratory and the equipment therein is at the user's own risk with their own personnel.

Compensation to be provided by the user:

Living Lab Cologne or EEBus Initiative e.V. does not charge a fee for the use of the laboratory. To promote the further adoption of the EEBus standard, the EEBus Initiative e.V. intends to create a publicly accessible list on the initiative's website, detailing devices whose EEBus compatibility has been tested.

In return, the user agrees to provide the results of their tests to the association in a usable data format (see Annex 1).

The user agrees that the data obtained can be published by the EEBus Initiative e.V. for its own purposes and assigns the usage and exploitation rights of the data to the EEBus Initiative e.V. The publication of data on a website is permitted solely in relation to the information detailed in Annex 1, provided that the data has not been altered by the EEBus Initiative e.V.

The user is obliged to inform the EEBus Initiative e.V. if subsequent or additional testing reveals that compatibility may not be present, and the publication of the data might thus present a misleading impression.

Specifically:

1) The tests conducted by the user are executed at their own responsibility. Test objectives and results are determined solely by the user. The EEBus Initiative e.V. merely grants the possibility of using the laboratory.

EEBus Initiative e.V. is not responsible for the completeness and correctness of the testing environment, experimental and testing arrangements, devices, and systems.

EEBus Initiative e.V. explicitly states that the provision of the laboratory does not replace comprehensive, independent functional testing of the tested equipment by the user. The user acknowledges that the provision of the laboratory by the EEBus Initiative e.V. is made only in this context.

The introduction of personal equipment into the laboratory, such as the test object, is at the user's own risk. Similarly, the EEBus Initiative e.V. is not responsible for the manner in which the tests are conducted. Furthermore, EEBus Initiative e.V. assumes no liability for any damage to brought-in equipment that occurs during testing.

The equipment within the laboratory must not be damaged by the user. Should any damage occur, the user is required to report it immediately. This also applies if the damage is not yet clear but there is a suspicion that equipment may not be functioning properly.

2) Liability:

The EEBus Initiative e.V. is liable in principle for its own intentional and grossly negligent actions, as well as those of its legal representatives, senior employees, and other agents.

Furthermore, the EEBus Initiative e.V. is liable in principle for breaches of contractual obligations that are fundamental to the proper execution of the contract and upon which the contractual partner relies and is entitled to rely (so-called cardinal duties); in this case, the EEBus Initiative e.V. is also liable for negligent conduct by its agents.

Apart from this, contractual and non-contractual liability is excluded.

The EEBus Initiative e.V. is liable in full for damages only for its own intentional actions, as well as for gross negligence on its part and that of its legal representatives and senior employees. In other respects, its liability is limited to the replacement of typically foreseeable damages.

Liability under the Product Liability Act remains unaffected by this provision, both in terms of basis and amount.

Liability for damages arising from injury to life, body, or health, which are based on intentional or negligent breaches of duty by the parties, their legal representatives, or agents, remains unaffected both in principle and in amount. Legal provisions apply in this regard.

Governing Law:

This agreement is governed by and construed in accordance with the laws of Germany.

Validity of the English Version:

This English version is legally binding only if signed by non-German speakers as part of the contractual agreement; otherwise, it serves as a reading version for informational purposes only.

For the User

The user of the laboratory is liable for any damage to the provided equipment and premises according to statutory provisions. If technical specifications are provided to the user for the testing environment, the user must independently verify these specifications.

I hereby agree to the terms and conditions of use:

Cologne,
