

LAMBORGHINI EYE application terms of use

I. I. Scope of application

1. These terms of use shall apply to the download, installation and use of the LAMBORGHINI EYE application (hereinafter known as the App) published by KOMSA Services GmbH (hereinafter known as "KOMSA" or the "Publisher").
2. We ask you, the user (hereinafter for simplification and regardless of sex, all users shall be referred to as the "User" (masculine)) to confirm when you installed the App that you have read, understood and accepted these terms of use. If you do not accept these terms of use, you may not use the App.
3. The App will only work in conjunction with the LAMBORGHINI EYE product and may also only be used on the basis of and as described in the instructions for use and operating manual for this product.
4. The distribution of media data outside the App to third parties or other services (for example the User's private cloud) shall take place at the User's responsibility and at his own risk and on the basis of the current laws of the country in which the product is used.

Legal notice

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I. II. Scope of use of the App

1. The App allows access to and control of the LAMBORGHINI EYE system installed in the car whilst it is being driven and parked. The LAMBORGHINI EYE system comprises windscreen and rear window cameras, including an SD card, which can be controlled by the App.
2. Media data from the LAMBORGHINI EYE system can be loaded and used on the User's smartphone using the App.
3. The App and the LAMBORGHINI EYE system communicate by Wi-Fi. Please refer to the operating manual and terms of use of your device on which the App has been installed to establish the Wi-Fi connection.

4. The use of the App enables the User to switch the LAMBORGHINI EYE system on and off, configure and control it, record media data using the system or download media data from the LAMBORGHINI EYE system to the User's device (for example a smart phone) and to locate the car. Please refer to the operating manual for the product for further details of using the LAMBORGHINI EYE system and handling it correctly.

I. III. App download, installation and compatibility

1. You can download the App direct from the Apple iTunes Store, Google Play Store or Tencents App Store. Please refer to the current app and download information in the relevant stores.
2. Before installing the App, make sure that it will run with the operating system installed on your device. The App is compatible with Android devices from version 4.2 and iOS devices from version 6.0. The User must provide an internet connection for the download.

I. IV. Installation and first use of the App

1. Before first use, the App must be registered with the LAMBORGHINI EYE system by the User. The access data required for this are provided in the operating manual for the LAMBORGHINI EYE system. In addition, before first use, the user has to make sure the latest firmware of the LAMBORGHINI EYE is installed.
2. After completing the initial registration process, the password must be changed and kept safely. The SSID and password data can be changed later at any time. Ensure that you choose an adequately secure password (at least 8 characters, using letters, numbers and special characters) and do not disclose it to anybody else.
3. This means that once you have logged in, no fresh authorisation is required to use the system. Your device should therefore be secured with a password to prevent the data being used by unauthorised persons.

I. V. App costs

The App is supplied to the use of free of charge.

I. VI. Consent to future updated terms of use

1. In the event of future new software versions of the App which result in an update to these terms of use, the User must grant his consent to these updated terms of use. Otherwise the App can no longer be used.
2. The updated terms of use shall be supplied to the User when the software is released and shall also be available on the website at <http://www.noritel.de/leistungen/fahrerassistenz/>.

I. VII. Support

If you require support, please contact the following: apps@partner.noritel.de

I. VIII. Usage authorisation, granting of licence

1. The Publisher is the sole authorised user of the App.
2. The Publisher shall grant the User non-transferable, personal, non-exclusive and revocable utility rights and shall grant him a licence to download and use the App as described in these terms of use as long as the use of the LAMBORGHINI EYE system and/or the App does not break local laws.
3. It shall be illegal for the User or third parties to copy, amend, re-engineer, decompile, disassemble or remove copyright information from the software.

I. IX. Responsibilities of the User

1. The User shall bear sole responsibility for all action relating to the App and the LAMBORGHINI EYE system and must only use the App in compliance with all the laws in force at the place of use of the LAMBORGHINI EYE system.
2. The User shall be responsible for familiarising himself with local statutory regulations and requirements for using the App and the LAMBORGHINI EYE system.
3. If the current laws in the country of use mean that it is illegal to use the LAMBORGHINI EYE system with the App or this use is subject to restrictions, the User must not use the product or may only do so on the basis of these national restrictions.
4. The User shall provide the assurance that he is not infringing any third-party rights and has received all the required licenses, consents and rights required for using the App.
5. The User shall provide the assurance that he has not created, saved, processed, distributed (published or disclosed to third parties) any records which infringe the intellectual property, the private sphere, personality and other rights of third parties, data protection or the rights of the public or which relate to copyright, trademark or patents matters.
6. The User shall bear sole responsibility for notifying third parties about records if this is required under national legislation or to respect the rights of those involved or other third parties.
7. The use of a so-called dash cam in traffic, in public and/or the collection, storage and evaluation of the media data is illegal in some countries. The User must find out before using the LAMBORGHINI EYE system whether this use is legal in the country in which he wishes to use it. Any infringement of the rights of third parties or national laws may result in sensitive legal consequences, for example misdemeanour prosecutions, criminal prosecutions, fines and compensation claims.
8. The User bears sole responsibility for complying with the duty to delete personal data required by local data protection regulations. Personal data are data which provide information and may provide clues as to the identity of certain private individuals, such as photographs, videos, name, age, sex, address, etc.
9. Whilst the car is being driven by the User, he must not use the App and/or the device on which the App is installed to control the LAMBORGHINI EYE system or to operate or check it.
10. The Publisher shall be indemnified by the User from all claims and/or damages resulting from the incorrect, illicit or illegal use of the App and breaches of the laws in force at the place of use. The User undertakes to indemnify the Publisher from all claims resulting from infringements of third party rights, data protection laws or other laws by the User due to his use of the App.

I. X. Miscellaneous

The invalidity or voidance of parts of these terms of use shall not affect the validity of the other provisions. If a provision of these terms of use is regarded as illegal or unenforceable, it shall be replaced by an enforceable provision which comes as close as possible to the intention of the original provision. The same shall apply in the event that the provisions contain a loophole.