

# Terms of Use - B.E.G. BIM Application Suite

Version: 03-2020

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#### Access to the BIM portal

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B.E.G. has the right to block access after receipt of a notification regarding changes to your professional occupation from your employer or principal. B.E.G. reserves the right to block access or delete log-in credentials at any time. In particular, this may be considered if there are reasons to suspect misuse of the BIM portal.

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You can request to have your log-in credentials deleted at any time without specifying a reason, as long as this does not conflict with any statutory provisions.

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#### Limited liability

When using the BIM portal, you acknowledge and accept to use it at Your sole risk. You agree that under no circumstances, you will have any claim against B.E.G. or associated companies whether as employee, subcontractor, agent, representative, consultant, installer or otherwise for loss, damages, harm, injury, expense, work stoppage, loss of business information, business interruption, computer failure or malfunction which may be suffered by you or any other party from any cause whatsoever, howsoever arising in connection with the use of the BIM portal even where B.E.G. was aware or ought to have been aware of the potential of such loss. B.E.G. is not liable for damages arising from any interruption to the BIM portal, for damages caused by technical defects or viruses (or similar disruptive elements). To the maximum extent permitted by applicable law, B.E.G. shall not be liable for any direct, indirect, general, special, incidental, punitive and/or consequential damages arising out of the use or inability to use the BIM portal. To the maximum extent permitted by applicable law, B.E.G. shall not be liable for any direct, indirect, general, special, incidental, punitive and/or consequential damages arising out of the inability to use any back-up data.

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You shall indemnify B.E.G. and affiliated companies and hold them harmless against any claims which may arise from any loss, damages, harm, injury, expense, work stoppage, loss of business information, business interruption, computer failure or malfunction which may be suffered by you or any other party whatsoever as a consequence of any act or omission of B.E.G. or affiliated companies, whether negligent or not, arising out of your use of the BIM portal or from any cause whatsoever, howsoever arising in connection with the BIM portal.

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## Miscellaneous Terms

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# **Contact information**

This website is operated by B.E.G., a company incorporated in Germany, with registered office at 51789 Lindlar (Germany), Gerberstraße 33, district court Köln HRB37515.

If you require any further information or have other questions please contact us via projects@beq.de.