



General Terms and Conditions

Only the German version of this document is binding. This translation is provided to aid understanding; in the event of discrepancies the German wording applies. The German version is available at www.synergetix.de; if you received this document by email, it was attached to the same email.

General Terms and Conditions for the purchase and use of Simple Locale for IP-Symcon.

1. Scope of Application

These General Terms and Conditions apply to all contracts between **Synergetix, Dr. Kai J. Oey**, Gothaer Str. 5, 14612 Falkensee, Germany (hereinafter “Synergetix”), and the customer concerning the purchase and use of the software **Simple Locale for IP-Symcon** (hereinafter “Simple Locale”).

Simple Locale is offered to both consumers and businesses. Any terms and conditions of the customer deviating from these provisions shall only apply if Synergetix has expressly agreed to their validity.

For consumers, mandatory statutory consumer protection provisions of the country in which the consumer has their habitual residence shall additionally apply, insofar as they are applicable.

2. Contracting Party

The contracting party of the customer is:

Synergetix
Dr. Kai J. Oey
Gothaer Str. 5
14612 Falkensee
Germany

Synergetix is the business name of the sole proprietor Dr. Kai J. Oey.

3. Subject Matter of the Contract

The subject matter of the contract is the provision against payment of the software Simple Locale for IP-Symcon, including the license key required for the respective edition, as well as the right to use the software within the scope of these General Terms and Conditions and the associated license terms.

Simple Locale is an extension for the software IP-Symcon and requires a functioning IP-Symcon installation. IP-Symcon is a product of an independent third party and is not part of the contract with Synergetix.

The specific scope of services is determined by the edition offered at the time of purchase.

4. Ordering and Conclusion of the Contract

The presentation of products in the online shop does not constitute a binding offer to conclude a contract.

By completing the ordering process, the customer submits a binding offer to purchase the selected Simple Locale edition.

The contract is concluded when Synergetix accepts the customer's offer by sending the license key. This is sent immediately after the payment succeeds, in an email that also confirms receipt of the order. There is no separate acknowledgement sent beforehand.

The contract text and the documents relevant to the contract are made available to the customer with that email on a durable medium: these General Terms and Conditions, the withdrawal policy and the license terms are attached as



PDFs, each in the version in force at the time the contract was concluded. Where the order is not placed in German, the German versions are attached as well; under section 21 they are the authoritative ones.

5. Provision of the Software and License Key

After successful receipt of payment, the license key will generally be sent automatically by email to the email address provided by the customer. That email carries the invoice and the contract documents named in section 4 as PDF attachments.

The software itself is provided through the designated distribution channels for Simple Locale. The license key enables activation of the purchased edition.

The customer is responsible for providing a correct email address when placing the order and for protecting the license key against unauthorized access.

6. Scope of the License and Use

Upon purchasing a Simple Locale edition, the customer receives a **non-exclusive, perpetual right of use** for the purchased edition.

The license is limited to **one IP-Symcon installation**. Within this single IP-Symcon installation, however, Simple Locale may be installed and used any number of times, for example simultaneously for an administration interface and a public visualization.

The license authorizes use of the purchased edition in accordance with its intended scope of functionality. Use on multiple independent IP-Symcon installations requires a separate license for each installation.

The customer's statutory rights and the provisions of these General Terms and Conditions remain unaffected.

7. Transfer and Assignment of the License

The purchased Simple Locale license may be permanently transferred, sold, or given to a third party. This expressly includes the transfer of a license together with an IP-Symcon installation or an associated home automation system, for example as part of the sale or transfer of a property.

Any transfer must be notified to Synergetix so that the license can be assigned to the new license holder and the previous license holder can be removed from the licensing system.

Sublicensing is not permitted. In particular, the license holder may not grant sublicenses or independent rights of use to Simple Locale to third parties based on their own license.

Following a valid transfer, the previous license holder may no longer use the transferred license.

8. Updates and Further Development

Updates are generally provided without an additional license fee for a validly licensed Simple Locale edition.

An update means the provision of a newer version of Simple Locale that is published in the designated stable software branch ("stable") and subsequently made available through the designated distribution channels. This may include, in particular, bug fixes, security and compatibility adjustments, as well as new or modified functions.

There is no entitlement to any particular future feature, specific further development, or the permanent provision of future versions. Use may be limited to the currently supported version.

9. Dependence on IP-Symcon and Third-Party Providers

Simple Locale has been developed for use with IP-Symcon and requires a suitable and functioning IP-Symcon installation. Synergetix assumes no responsibility for the availability, functionality, or future development of IP-



Symcon.

Certain functions of Simple Locale may optionally use external translation services such as Google Translate, DeepL, or MyMemory. Use of such services may require the customer to provide their own account and API key from the respective provider.

The customer is responsible for their respective account and API key, compliance with the terms of use of the respective provider, and any costs incurred. Information provided by Synergetix about the terms, free allowances or cost controls of external providers is non-binding and merely reflects our knowledge at the time; only the respective provider's own terms are authoritative.

Changes to, restrictions on, or discontinuation of interfaces by IP-Symcon or external providers may require adaptations to Simple Locale. Synergetix will take such changes into account through further development and, where technically possible, through updates, but cannot guarantee permanent compatibility with future versions or interfaces.

10. License Activation and License Verification

The purchased license is activated through the licensing system provided by Synergetix. Simple Locale may regularly verify whether a license is valid.

License verification requires an internet connection. Temporary unavailability of the license server does not automatically cause an already activated license to lose its validity. Simple Locale may therefore continue to be used even if the license server is temporarily unavailable.

Functions that require a connection to external translation services additionally require an appropriate internet connection and, where applicable, a valid API key for the respective service.

Circumventing, manipulating, or otherwise technically interfering with license activation or license verification is not permitted.

11. Discontinuation of the Licensing System

If Synergetix permanently discontinues operation of the licensing system or individual services associated with it, already properly acquired perpetual licenses will generally remain valid.

An already activated license may continue to be used in this case, insofar as the respective version of Simple Locale, IP-Symcon, and any required third-party interfaces technically permit this.

Following a permanent discontinuation of the licensing system, in particular the initial activation of new installations and the retrieval of certain edition-specific content or designs may no longer be possible.

12. Prices and Payment

The prices stated in the online shop at the time of the order apply. For consumers, prices are stated including the applicable statutory VAT.

Payment is processed through the payment service provider **Stripe** offered in the online shop. Depending on availability, payment methods may include credit card and Apple Pay.

Payment is due immediately as part of the ordering process unless otherwise stated in the shop.

Voucher codes are a reduction of the respective purchase price; they are neither a means of payment nor a stored-value voucher. Payout in cash, transfer to another order and payout of any residual value are excluded.

Each voucher code can be redeemed once only and applies exclusively to the editions specified when it was issued. Several voucher codes cannot be combined with one another.



If a voucher code belongs to a time-limited promotion, it loses its validity when that promotion ends.

The price actually paid, not the list price, is decisive for the invoice, the payment and any refund. If a contract is withdrawn from or reversed, Synergetix refunds the amount paid; a voucher code redeemed in the process counts as used up and does not become valid again.

13. VAT and International Orders

Sales are generally made from Germany. Orders from other countries may be accepted insofar as the online shop technically and legally permits this.

For businesses based in other Member States of the European Union, the reverse charge procedure may apply if the statutory requirements are met. The customer must provide the required and accurate business and VAT information for this purpose.

For customers outside the European Union, the applicable statutory provisions regarding VAT, taxes, duties, and other public charges apply. To the extent that such charges are payable by the customer, they are not assumed by Synergetix.

14. Right of Withdrawal for Consumers

Consumers have a statutory right of withdrawal. Details are set out in the separate [Withdrawal Policy](#).

Synergetix does not require consumers to waive their right of withdrawal by consenting to the performance of digital services before the withdrawal period has expired.

In the event of an effective withdrawal, the relevant license will be deactivated. The customer must no longer use the provided license key and must delete it. Simple Locale will then return to the designated trial mode.

15. Statutory Rights in Case of Defects and Support

The statutory rights in case of defects apply. For consumers, this includes in particular the statutory provisions governing contracts for digital products.

No entitlement to specific properties or permanent compatibility with future versions of IP-Symcon, operating systems, or third-party interfaces is established unless such a property has been expressly agreed.

Synergetix provides a ticket system for support requests. There is no entitlement to a specific response or resolution time unless expressly agreed otherwise.

16. Liability

Synergetix is liable in accordance with statutory provisions unless these General Terms and Conditions provide for a legally effective deviation.

Any limitation of liability does not apply to damages resulting from injury to life, body, or health, to damages caused by intentional or grossly negligent conduct, or in cases where liability is mandatorily prescribed by law.

Synergetix assumes no responsibility for the functionality of IP-Symcon, operating systems, hardware, networks, or external third-party services to the extent that these are outside Synergetix's sphere of influence.

The customer is responsible for creating an appropriate backup of their IP-Symcon installation before installing or updating Simple Locale.

17. Customer Obligations

The customer may use Simple Locale only within the scope of the purchased license and these General Terms and Conditions.



The customer is in particular required to protect license keys and access credentials against unauthorized access and must not circumvent or manipulate technical measures used for license activation or verification.

Depending on the configuration, use of Simple Locale may result in the translation of names, variables, or other content within an IP-Symcon installation. Scripts or automations created by the customer that directly depend on specific names or contents of such objects may therefore be affected. The customer is responsible for reviewing and securing such individual dependencies.

18. Rights to the Software and Source Code

Simple Locale and all components of the software are protected by copyright. The purchase of a license grants only the rights of use expressly granted in these General Terms and Conditions and the associated license terms.

The public availability of the source code, in particular through a publicly accessible GitHub repository, does not constitute the granting of any additional rights to use, modify, reproduce, distribute, or sublicense the software.

Rights to the source code and the software remain with Synergetix or the respective rights holders. The applicable license terms for Simple Locale form part of the provisions governing the use of the software.

19. Misuse and Unauthorized Use

Circumventing or manipulating the licensing system, unauthorized use of a license, unauthorized distribution of license keys, and other intentional interference with the technical operation of the licensing system are not permitted.

In the event of a significant or repeated violation of these provisions, Synergetix is entitled to take the necessary technical and legal measures. This may include blocking a license used improperly, to the extent legally permissible.

The legally permitted transfer of a license pursuant to Section 7 remains expressly unaffected.

20. Applicable Law and Place of Jurisdiction

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods, unless mandatory statutory provisions provide otherwise.

For consumers, the choice of law applies only to the extent that it does not deprive the consumer of the protection afforded by mandatory provisions of the country in which the consumer has their habitual residence.

If the customer is a merchant, a legal entity under public law, or a special fund under public law, or has no general place of jurisdiction in Germany, the courts at the registered business address of Synergetix shall have jurisdiction for all disputes arising from the contractual relationship, to the extent legally permissible.

21. Final Provisions

Should individual provisions of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall replace any invalid or unenforceable provision.

Amendments and supplements to these General Terms and Conditions do not require any particular form unless a stricter form is required by law.

The version of the General Terms and Conditions applicable at the time the contract is concluded shall be authoritative.

These General Terms and Conditions are also provided in languages other than German. **In the event of any discrepancies or contradictions between the German version and a translation, the German version shall prevail exclusively.**