

General conditions of use of the online customer service DosiCon

These terms and conditions supplement the General Terms and Conditions for the Official Personal Dosimeter Service (AWST) at the Helmholtz Zentrum München. They pertain to the access and use of the online customer service DosiCon that AWST provides to its customers upon request.

1. ACCESS

DosiCon is accessible only to customers who have been authorized by the AWST to use the online service. DosiCon is an online interface that can only be used in interaction with other software applications such as the radiation safety software provided by the AWST to its customers.

Upon receipt of customer's written request for online access to DosiCon, the AWST will set up an individual account for him. The customer will receive a user ID and a password that will be sent to him by the AWST via postal mail. In his request for access to DosiCon, the customer must provide information on the radiation safety software that he intends to use for accessing DosiCon. The AWST provides neither direct nor indirect support for external software. It guarantees support only for the DosiCon interface and all other dosimetric issues.

If for the use of DosiCon, multiple operational numbers are to be activated through a single account, the customer must specify in his written request, whether the exchange of dosimeters between companies/organizations should be possible.

Each access with correct login data shall be considered as authorized by the customer, unless the customer provides proof that the access is due to circumstances beyond his scope of risk. The customer must take all necessary measures to ensure the security and confidentiality of his user name and password. As access to DosiCon usually takes place through a single account, the responsibility for the rights management of the applied radiation safety software that communicates with DOSICON lies with the customer.

AWST reserves the right to block the customer's access to the online service DosiCon in case of abusive or improper use.

2. USE OF THE ONLINE CUSTOMER SERVICE / DUTY OF DATA MAINTENANCE

DosiCon is a service provided by the AWST for the processing of the official personal dose monitoring. Upon authorization by the AWST, the customer can retrieve and transfer data from his own system into the management system of the AWST by using DosiCon. In this process, all data transmitted are checked for basic errors such as mandatory fields or accuracy of date indications. If this check is successful, the data are transferred to the management system while the existing data are being overwritten. The exact functional range can be viewed in the program documentation (which can be sent to the customer on request).

A test environment with test modes can be supplied to software developers. As a matter of principle, no access to real data is provided for testing purposes. The data transmitted by the customer via DosiCon constitute the basis for the proper processing of the personal dose monitoring. The customer is solely responsible for the faithful performance of data maintenance. The data exchange with the AWST must therefore be carried out completely,

regularly and on a timely basis. The AWST does not verify the accuracy of the data. They are further processed as submitted by the customer via the radiation safety software.

The duty of data maintenance includes especially:

- creating new accounts for people registered for monitoring or removing user accounts,
- changing or updating personnel master data (e.g. name changes, changes of monitoring purposes, information on the occupational category and type of radiation),
- assigning dosimeters to individuals,
- relevant changing of the deployment area,
- modifying site master data.

After activating the customer's account for accessing the online dosimetry, the customer himself carries out data maintenance exclusively by electronic means. Customer's written reports on data maintenance are generally not processed by the AWST. A processing by the AWST is only in exceptional cases possible, for example if the data maintenance by the customer via DosiCon is temporarily not possible, and the customer has previously informed the AWST about this fact.

3. RIGHTS

All rights concerning the contents of the online customer service and the interface documentation shall remain with the AWST and third parties. By signing up for access to the online service DosiCon, the customer acquires no rights or licenses for the contents or the documentation, except for the right to use this service in accordance with the terms of use.

4. AVAILABILITY

The AWST makes all reasonable efforts to ensure the highest possible availability of the online customer service, but is unable to guarantee the continuous usability of the online service. In particular, no claims due to systemic failures can be made.

5. TERMINATION

Termination of the agreement to use the online customer service is possible for both sides at any time without observing a notice period. The notice of termination shall be given in writing. Termination shall be effective with the next dosimeter delivery following the notification, unless a later date is specified in the notice. Termination of the agreement to use the online customer service is not tantamount to termination of the radiation protection monitoring service. To ensure a smooth processing of the monitoring service, it is recommended to contact the AWST for further consultation. However, upon termination of radiation protection monitoring, the use and access to the online customer service shall automatically terminate.

6. LIABILITY

The AWST is liable for damages resulting from culpable injury to life, body or health, for damages arising from deliberate or grossly negligent breach of duty, and for damages resulting

from culpable violation of essential contractual obligations (i.e. those duties which are indispensable for the fulfillment of the contract). However, in case of slight negligence, liability in its amount shall be limited to damages that are contractually typical and predictable at the beginning of the contract. Any further liability shall be excluded.

In the event of loss or deterioration of data or programs, the AWST shall be liable only in so far as the damage could not have been avoided by the customer with regular backups in accordance with the current danger level, unless the damage has been caused deliberately or by gross negligence by the AWST.

Should the customer cause any damage by using the software interface, the costs entailed will be charged to his account, for example the costs for the recovery of data files, adjustment of data inconsistencies, etc.

7. PRIVACY NOTICE

The data entered by the customer are stored in accordance with paragraph 4 BDSG and, in accordance with paragraph 41 section 7 StrISchV and paragraph § 35a RöV, forwarded to the Radiation Protection Register (paragraph 12c AtomG) as well as to the addressees listed in Appendix 4 of the Directive on requirements for official personal dose monitoring services.

8. Modifications

The AWST reserves the right to modify the conditions of use at any time and shall inform the customer to that effect. If the customer does not raise objections within 6 weeks after receipt of the communication, the modifications shall be deemed accepted. The customer will be informed about this legal consequence in the above mentioned communication from the AWST.

9. FINAL PROVISIONS

The law of the Federal Republic of Germany shall apply. Munich will be the exclusive court of jurisdiction for all disputes arising from or in connection with the use of the online customer service, provided that the requirements set out under paragraph 38, section 1 of the German Code of Civil Procedure (ZPO) apply.

10. CONTACT US

Helmholtz Zentrum München

German Research Center for

Environmental Health

The Official Monitoring Service (AWST) at the Helmholtz Zentrum München

80219 München

Phone (DosiNet & DosiCon): +49 (0) 89 3187-2020

E-Mail: awst-online@helmholtz-muenchen.de