

Nutzungsbedingungen

Allgemeines zur Installation

Bitte lesen Sie zunächst die Allgemeinen Geschäftsbedingungen für die Überlassung und Nutzung der AusweisApp2 durch. Nachdem Sie zugestimmt haben, können Sie die Installation fortsetzen.

§ 1 Nutzungsbedingungen und Datenschutzhinweis

(1) Diese Allgemeine Geschäftsbedingungen (AGB) des Bundes, vertreten durch das Bundesministerium des Innern (nachfolgend "Bund") und dem Nutzer gelten für die Überlassung und Nutzung der Software AusweisApp2 (nachfolgend AusweisApp2) und deren neue Versionen, die auf der Grundlage dieser Bedingungen überlassen werden.

(2) "Nutzer" im Sinne dieses Vertrages sind natürliche Personen.

§ 2 Vertragsgegenstand und Unentgeltlichkeit

(1) Die AusweisApp2 wird regelmäßig hinsichtlich ihrer Konformität zu den Technischen Richtlinien des Bundesamtes für Sicherheit in der Informationstechnik [TR-03124-2] zertifiziert sowie hinsichtlich ihrer Nutzerfreundlichkeit [EN ISO 9241 Teil 110 Ergonomie Mensch-System-Integration zur Prüfung der Benutzbarkeit und Funktionalität und Trusted Design Guidelines zur Prüfung der Vertrauenswürdigkeit] und auf Barrierefreiheit [BITV 2.0] überprüft.

(2) Die AusweisApp2 wird in maschinenlesbarer Form unentgeltlich überlassen. Der Quellcode der AusweisApp2 wird ebenfalls unentgeltlich veröffentlicht. Eine Auflistung der verwendeten Open Source-Bestandteile der AusweisApp2 findet sich im Anhang.

(3) Die AusweisApp2 wird von der Governikus GmbH & Co. KG (Governikus) als Erfüllungsgehilfe des Bundes überlassen.

§ 3 Verwendungszweck

Die AusweisApp2 und alle ihre Bestandteile dienen ausschließlich dazu, im Zusammenhang mit der Nutzung der Online-Ausweisfunktion des Personalausweises bzw. des elektronischen Aufenthaltstitels und der Übermittlung der damit verbundenen Daten gemäß den gesetzlichen Vorgaben verwendet zu werden.

§ 4 Einräumung von Nutzungsrechten

(1) Im Rahmen des oben in § 3 beschriebenen Verwendungszwecks räumt der Bund dem Nutzer unentgeltlich ein zeitlich und räumlich nicht begrenztes, nicht ausschließliches Recht ein, die AusweisApp2 und die auf der Grundlage dieser Bedingungen überlassenen neuen Versionen für den elektronischen Identitätsnachweis zu nutzen. Eine weitergehende Nutzung ist nicht gestattet.

(2) Es ist insbesondere nicht gestattet, das in § 4 Absatz 1 eingeräumte Nutzungsrecht an Dritte zu übertragen oder unterzulizenzieren. Jede in dieser Vereinbarung nicht ausdrücklich genehmigte Nutzung bedarf der ausdrücklichen und schriftlichen Zustimmung des Bundes.

(3) Es ist auch nicht gestattet, die AusweisApp2 oder ihren Quellcode ohne die vorherige Zustimmung des Bundes zu ändern.

(4) Die im Anhang aufgeführten Softwarekomponenten der AusweisApp2 sind Open Source Software. Die Nutzungsbefugnisse für diese Open Source-Komponenten richten sich alleine nach den Bedingungen der jeweiligen Open Source-Lizenzen. Die Lizenzierung erfolgt unmittelbar durch die jeweiligen Rechtsinhaber. Die Texte der jeweiligen Open Source-Lizenzbedingungen sind ebenfalls im Anhang abgedruckt. Die Beschränkungen aus § 4 Absätze 1 bis 3 gelten nicht für die Open-Source Bestandteile der AusweisApp2.

§ 5 Pflichten und Obliegenheiten des Nutzers

(1) Der Nutzer verpflichtet sich, die AusweisApp2 entsprechend des in § 3 genannten Verwendungszweckes zu nutzen. Es liegt in seinem Interesse, dass in Verbindung mit der AusweisApp2 genutzte Hard- und Software des Nutzers immer auf dem neuesten Stand der Sicherheitstechnik (System- und Firmware Update, Virens Scanner, Firewall usw.) sind.

(2) Es liegt im eigenen Interesse des Nutzers aber auch des Bundes, dass stets nur die neueste Version der AusweisApp2 (siehe §6) verwendet wird.

§ 6 Pflege und Support

(1) Der Bund bietet nach eigenem Ermessen und ohne hierzu verpflichtet zu sein für Teile der AusweisApp2 zusätzliche kostenfreie Supportleistungen in Form von Dokumentationen und online Hilfen auf dem AusweisApp2-Portal im Internet unter der Adresse www.ausweisapp.bund.de an, sowie über die Hotline des Herstellers Governikus unter der E-Mail-Adresse: support@ausweisapp.de und der Tel.-Nr.: +49 1805 348 743. Auch stellt er verfügbare neue Versionen der AusweisApp2 zur

Verfügung. Hieraus erwächst jedoch kein zusätzlicher Anspruch auf Mängelbeseitigung, auf Zertifizierung, auf Beibehaltung der Supportleistungen oder der Hotline und auf Überlassung neuer Versionen.

(2) Verfügbare neue Versionen der AusweisApp2 können im Internet kostenfrei auf dem AusweisApp2-Portal unter der Adresse www.ausweisapp.bund.de sowie über allgemein zugängliche AppStore heruntergeladen werden.

(3) Eventuelle Mängel der AusweisApp2 werden grundsätzlich dadurch behoben, dass der Bund jeweils eine neue Version der AusweisApp2 zum Herunterladen zur Verfügung stellt (siehe § 6 Absatz 1). Eine Pflicht zur Bereitstellung von neuen Versionen ergibt sich daraus grundsätzlich nicht. Die Pflichten des Bundes aus § 7 Abs. 2 bleiben hiervon unberührt

§ 7 Haftung

(1) Die Haftung für die Verletzung von Amtspflichten (§ 839 BGB, Artikel 34 GG) wird durch diese Nutzungsbedingungen und insbesondere durch § 7 nicht beschränkt. Unbeschränkt haftet der Bund in den Fällen der Verletzung von Leben, Körper und Gesundheit sowie nach dem Produkthaftungsgesetz.

(2) Im Übrigen haftet der Bund nach §§ 516 ff. BGB.

§ 8 Hinweis auf gewerbliche und urheberrechtliche Schutzrechte

(1) Die Zeichen AusweisApp2 und die entsprechenden Grafiken sowie das Signet zur Online-Ausweisfunktion sind für den Bund als Marken geschützt.

(2) Die AusweisApp2 ist für den Bund, umfassend urheberrechtlich geschützt. Jede in dieser Vereinbarung nicht ausdrücklich genehmigte Verwendung bedarf der ausdrücklichen und schriftlichen Zustimmung.

§ 9 Eventuelle Rechtsverletzungen

Macht ein Dritter gegenüber dem Nutzer Ansprüche wegen der Verletzung von Schutzrechten durch die AusweisApp2 gegenüber dem Nutzer geltend und wird die Nutzung der AusweisApp2 hierdurch beeinträchtigt oder untersagt, haftet der Bund wie folgt:

(1) Der Bund wird nach seiner Wahl und auf seine Kosten entweder die AusweisApp2 so ändern oder ersetzen, dass das Schutzrecht nicht weiter verletzt wird, oder den Nutzer von Lizenzgebühren gegenüber dem Schutzrechtsinhaber oder Dritten freistellen.

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(2) Voraussetzungen für die Haftung des Bundes nach § 9 Absatz 1 sind, dass der Nutzer den Bund von Ansprüchen Dritter unverzüglich verständigt, die behauptete Schutzrechtsverletzung nicht anerkennt und jegliche Auseinandersetzung, einschließlich etwaiger außergerichtlicher Regelungen, entweder dem Bund überlässt oder nur im Einvernehmen mit dem Bund führt. Die dem Nutzer nach Verständigung des Bundes durch die Rechtsverteidigung entstandenen, notwendigen Gerichts- und Anwaltskosten gehen zu Lasten des Bundes.

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(3) Soweit der Nutzer die Schutzrechtsverletzung selbst zu vertreten hat, sind Ansprüche gegen den Bund ausgeschlossen.

(4) Weitergehende Ansprüche des Nutzers wegen einer Verletzung von Schutzrechten Dritter sind ausgeschlossen. Dieser Ausschluss gilt nicht bei Vorsatz, grober Fahrlässigkeit und bei der Verletzung des Lebens, des Körpers oder der Gesundheit. Die Regelungen in § 7 Absatz 1 bleiben hiervon unberührt.

§ 10 Datenschutzhinweis

(1) Mit dieser Software werden personenbezogene Daten im Sinne des § 3 Absatz 1 des Bundesdatenschutzgesetzes (BDSG) zum Zwecke der Verarbeitung grundsätzlich nicht erhoben.

(2) Personenbezogene Daten aus dem Ausweischip werden ausschließlich zum Zweck des elektronischen Identitätsnachweises im Umfang der erteilten Berechtigung nach Einwilligung des Nutzers mit seiner Ausweis-PIN-Eingabe und auf dem Transportweg zwischen dem Ausweischip und dem Diensteanbieter sicher verschlüsselt und auch für Governikus nicht lesbar übertragen.

(3) Neben den reinen Daten, die zur Identifizierung/ Authentisierung benötigt werden, erhebt die Software nur mit Einverständnis des Nutzers Daten über die Art und Version der Anwendungsumgebung (Betriebssystem, Lesegeräte usw.) des Nutzers. Diese Daten kann der Nutzer bei Bedarf an Governikus übermitteln, um die ordnungsgemäße Verarbeitung prüfen zu lassen und

Fehlern im Verarbeitungsprozess vorzubeugen. Die Nutzung der Daten erfolgt dann im Rahmen des § 14 BDSG durch Governikus im Auftrag des Bundes und nur für den genannten Zweck.

(4) Die in der AusweisApp2 enthaltene Selbstauskunft über die im Chip gespeicherten Daten, ist ein Dienst der durch Governikus über das Internet erbracht wird. Die Ausweisdaten werden dabei nur zur Anzeige des Nutzers gebracht und nicht dauerhaft bei Governikus gespeichert oder für andere Zwecke verwendet.

§ 11 Deutsches Recht

Auf diese Nutzungsbedingungen ist ausschließlich deutsches Recht unter Ausschluss des Übereinkommens der Vereinten Nationen über Verträge über den internationalen Warenkauf (CISG).anwendbar

Anhang

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Lizenzen Dritter bei AusweisApp2

Nachfolgend finden Sie die Lizenzbedingungen der eingearbeiteten Open Source-Komponenten QT 5.5.x, OpenSSL 1.0.2, http_parser, Qhttpserver und Fervor.

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This product includes cryptographic software written by Eric Young (eay@cryptsoft.com).

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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