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# Hegel.net - Terms of Use

Kai Froeb

{translationwarning}

1.

## Scope

1.1

Any use of this web site provided by Hegel.net, c/o Kai Froeb, Kleinstr.10, D-81379 München, Germany and/or its affiliates ("Hegel.net"), "Hegel.net Web Site", is subject to these Terms of Use. These Terms of Use may be amended, modified or replaced by other terms and conditions, e.g. for the purchase of products and services. With log-in, or where a log-in is not required, in accessing or using the Hegel.net Web Site these Terms of Use are accepted in their then current version.

1.2

If the User uses this Hegel.net Web Site as business customer, i.e. that it is not acting for purposes which are outside its trade, business or profession, or as administration customer, § 312e para. 1 sentence 1 no. 1 - 3 of the German Civil Code does not apply..

2.

## Services

2.1

This Hegel.net Web Site contains specific information and software, as well as - as the case may be - related documentation, for viewing or downloading..

2.2

Hegel.net may stop the operation of the Hegel.net Web Site in full or in part at any time. Due to the nature of the internet and computer systems, Hegel.net cannot accept any liability for the continuous availability of the Hegel.net Web Site.

3.

## Registration, Password

3.1

Some pages of the Hegel.net Web Site may be password protected. In the interest of safety and security of the business transactions, only registered Users may access said pages. Hegel.net reserves the right to deny registration to any User. Hegel.net particularly reserves the right to determine certain sites, which were previously freely accessible, subject to registration. Hegel.net is entitled, at any time and without obligation to give reasons, to deny the User the right to access the password-protected area by blocking its User Data (as defined below), in particular if the User

uses false data for the purpose of registration;

violates these Terms of Use or neglects its duty of care with regard to User Data;  
violates any applicable laws in the access to or use of the Hegel.net Web Site; or  
did not use the Hegel.net Web Site for a longer period.

### 3.2

For registration the User shall give accurate information and, where such information changes over time, update such information (to the extent possible: online) without undue delay. The User shall ensure, that its email address, as supplied to Hegel.net, is current at all times and an address at which the User can be contacted.

### 3.3

Upon registration the User will be provided with an access code, comprising a User ID and a password ("User Data"). On first access the User shall promptly change the password received from Hegel.net into a password known only to the User. The User Data allows the User to view or change its data or, as applicable, to withdraw its consent to data processing.

### 3.4

The User shall ensure that User Data is not accessible by third parties and is liable for all transactions and other activities carried out under its User Data. At the end of each online session, the User shall logoff from the password protected websites. If and to the extent the User becomes aware that third parties are misusing its User Data the User shall notify Hegel.net thereof without undue delay in writing, or, as the case may be, by email.

### 3.5

After receipt of the notice under paragraph 3.4, Hegel.net will deny access to the password-protected area under such User Data. Access by the User will only be possible again upon the User's application to Hegel.net or upon new registration.

### 3.6

The User may at any time request termination of its registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such event Hegel.net will remove all user data and other stored personally identifiable data of the User as soon as these data is no longer needed.

## 4.

### Rights of Use to Information, Software and Documentation

#### 4.1

The use of any information, software and documentation made available on or via this Hegel.net Web Site is subject to these Terms of Use or, in case of updating information, software or documentation, subject to the applicable license terms previously agreed to with Hegel.net. Separately agreed to license terms shall prevail over these Terms of Use.

#### 4.2

Hegel.net grants User a non-exclusive and non-transferable license, which may not be sub-licensed, to use the information, software and documentation made available to the User on or via the Hegel.net Web Site to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by Hegel.net in making same available.

#### 4.3

Software shall be made available at no expense in object code. There shall be no right for the source code to be made available. This shall not apply to source code related to open source software, which license conditions take priority over these Terms of Use in the case of transfer of open source software and which conditions require the making available of the source code. In such case Hegel.net shall make the source code available in return for the payment of costs.

#### 4.4

Information, software and documentation may not be distributed by the User to any third party at any time nor may it be rented or in any other way made available. Unless such is allowed by mandatory law, the User shall not modify the software or documentation nor shall it disassemble, reverse engineer or decompile the software or separate any part thereof. The User may make one backup copy of the software where necessary to secure further use in accordance with these Terms of Use.

#### 4.5

The information, software and documentation are protected by copyright laws as well as international copyright treaties as well as other laws and conventions related to intellectual property. The User shall observe such laws and in particular shall not modify, conceal or remove any alphanumeric code, marks or copyright notices neither from the information nor from the software or documentation, or any copies thereof.

#### 4.6

§§ 69a et seq. of the German Copyright Law shall not be affected hereby.

### 5.

#### Intellectual Property

##### 5.1

Notwithstanding the particular provisions in § 4 of these Terms of Use, information, brand names and other contents of the Hegel.net Web Site may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of Hegel.net.

##### 5.2

Except for the rights of use and other rights expressly granted herein, no other rights are granted to the User nor shall any obligation be implied requiring the grant of further rights. Any and all patent rights and licenses are expressly excluded.

6.

#### Duties of the User

6.1

In accessing or using the Hegel.net Web Site the User shall not harm other persons, in particular minors, or infringe their personal rights; breach public morality in its manner of use; violate any intellectual property right or any other proprietary right; upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data; transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or distribute advertising or unsolicited emails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the User shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

6.2

Hegel.net may deny access to the Hegel.net Web Site at any time, in particular if the User breaches any obligation arising from these Terms of Use.

7.

#### Hyperlinks

The Hegel.net Web Site may contain hyperlinks to the web pages of third parties. Hegel.net shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Hegel.net does not control the information on such web pages and is not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the User.

8.

#### Liability for defects of title or quality

8.1

Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in

relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving willful misconduct or fraud.

## 8.2

The information on the Hegel.net Web Site may contain specifications or general descriptions related to the technical possibilities of individual products which may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

## 9.

### Other Liability, Viruses

#### 9.1

The liability of Hegel.net for defects in relation to quality and title shall be determined in accordance with the provisions of § 8 of these Terms of Use. Any further liability of Hegel.net is excluded unless required by law, e.g. under the Act on Product Liability or in cases of willful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. The damages in case of breach of fundamental contractual obligations is limited to the contract-typical, foreseeable damage if there is no willful misconduct or gross negligence.

#### 9.2

Although Hegel.net makes every endeavor to keep the Hegel.net Web Site free from viruses, Hegel.net cannot make any guarantee that it is virus-free. The User shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

#### 9.3

§§ 9.1 and 9.2 do not intend nor imply any changes to the burden of proof to the User's disadvantage.

## 10.

### Export Controls

#### 10.1

The export of certain information, software and documentation may, e.g. due to its nature or intended use or final destination, be subject to authorization. The User shall strictly conform with the export regulations for information, software and documentation, in particular with those of the EU as well as the individual EU member states and the USA. Hegel.net shall label information, software and documentation in relation to German and EU export control lists and U.S. Commerce Control List.

## 10.2

The User shall particularly check and verify that

the information, software and documentation shall not be used for any purpose related to armaments, nuclear technology or weapons;

no undertaking or person listed in the U.S. Denied Persons List (DPL) shall receive commodities, software or technology of U.S. origin;

no undertaking or person named in the U.S. Warning List, U.S. Entity List or U.S. Specially Designated National List shall receive items of U.S. origin without a license; and

no undertaking or person named in the Specially Designated Terrorists List, Foreign Terrorist Organizations List, Specially Designated Global Terrorists List or in the Terrorists List of the EU shall receive goods;

no military consignees shall be supplied;

the early warning instructions of the respective German authorities shall be observed.

Access to software, documentation and information on the Hegel.net Web Site shall only take place if such conforms with the above checks and guarantees. Where the User does not comply with the above, Hegel.net shall not be obliged to perform.

## 10.3

Upon request Hegel.net shall inform the User of the relevant contact points for further information.

## 11.

### Data Privacy Protection

For collection, use and processing of personally identifiable data of the User of the Hegel.net Web Site, Hegel.net shall comply with applicable laws on data privacy protection and the Hegel.net Web Site Data Protection Privacy Policy.

## 12.

### Supplementary Agreements, Place of Jurisdiction, Applicable Law

#### 12.1

Any supplementary agreement requires the written form.

#### 12.2

The place of jurisdiction shall be Munich (Germany) if the User is a merchant in terms of the German Commercial Code (Handelsgesetzbuch).

#### 12.3

The individual pages of the Hegel.net Web Site are operated and administered by Hegel.net and/or its affiliates. The pages comply with the law applicable in the country where the responsible administrator has its residence. Hegel.net makes no representation that information, software and/or documentation on the Hegel.net Web Site are appropriate or available for viewing or downloading at locations outside such country. If Users access Hegel.net Web Site from outside such country, they are exclusively responsible for compliance with all applicable local laws. Access to Hegel.net Web Site's information, software and/or documentation from countries where such content is unlawful is prohibited. In this case and where User otherwise seeks to get in contact with Hegel.net, the User should contact Hegel.net, c/o Kai Froeb, Kleinstr.10, D-81379 München, Germany.

#### 12.4

These Terms of Use shall be governed by - and all disputes relating to or in connection with these Terms of Use or their subject matter shall be resolved in accordance with - the laws of Germany, to the exclusion of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded.