

## **Terms of Use**

### **1. Scope**

1.1 Any use of this web site provided by Karsten Huck 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 Web Site these Terms of Use are accepted in their then current version.

1.2 If the User uses this 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 Web Site contains specific information, as well as – as the case may be - related documentation, for viewing or downloading..

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

### **3. Registration, Password**

3.1 Some pages of the Web Site may be password protected. In the interest of safety and security of the business transactions, only registered Users may access said pages. I reserve the right to deny registration to any User.

I particularly reserve the right to determine certain sites, which were previously freely accessible, subject to registration. I am 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 Web Site; or
- did not use the 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 e-mail address, as

supplied to me, 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 me into a password known only to the User (if possible). 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 log-off 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 me thereof without undue delay in writing, or, as the case may be, by e-mail.

3.5 After receipt of the notice under paragraph 3.4, I 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 me 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 I 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 and documentation made available on or via this Web Site is subject to these Terms of Use or, in case of updating information, documentation, subject to the applicable license terms previously agreed to with me. Separately agreed to license terms shall prevail over these Terms of Use.

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

4.3 Information 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 documentation. The User may make one backup copy of the information and documentation where necessary to secure further use in accordance with these Terms of Use.

4.4 The information and documentation are protected by copyright laws as well as international copy-right 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 documentation, or any copies thereof.

4.5 §§ 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 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 me.

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.

## **6. Duties of the User**

6.1 In accessing or using the 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 e-mails (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 I may deny access to the Web Site at any time, in particular if the User breaches any obligation arising from these Terms of Use.

## **7. Hyperlinks**

The Web Site may contain hyperlinks to the web pages of third parties. I 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 I do 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 or documentation is made available at no cost, any liability for defects as to quality or title of the information 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 wilful misconduct or fraud.

## **9. Other Liability, Viruses**

9.1 The liability of me 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 me is excluded unless required by law, e.g. under the Act on Product

Liability or in cases of wilful 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 wilful misconduct or gross negligence.

9.2 Although I make every endeavour to keep the Web Site free from viruses, I 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. Data Privacy Protection**

For collection, use and processing of personally identifiable data of the User of the Web Site, I shall comply with applicable laws on data privacy protection and the Web Site Data Protection Privacy Policy, which is available per hyperlink on the Web Site and/or on [www.karstenhuck.de](http://www.karstenhuck.de).

## **11. Supplementary Agreements, Place of Jurisdiction, Applicable Law**

11.1 Any supplementary agreement requires the written form.

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

11.3 The individual pages of the Web Site are operated and administered by Karsten Huck. The pages comply with the applicable law in Germany. I make no representation that information and/or documentation on the Web Site are appropriate or available for viewing or downloading at locations outside such country. If Users access Web Site from outside such country, they are exclusively responsible for compliance with all applicable local laws. Access to Web Site's information, and/or documentation from countries where such content is unlawful is prohibited.

In this case and where User seeks to do business with me, the User should contact me directly.

11.4 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.

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