

CONDITIONS OF USE

**for the use of and registration at
www.versioneye.com**

Version 1.0 / as at 25.01.2012

1. Area of application of the Conditions of Use

VersionEye GmbH (in formation), Neckarauer Waldweg 27, D-68199 Mannheim (hereinafter called the "Provider") operates a web-site (hereinafter called the "Web-site") at www.versioneye.com which enables the user, after registration, to obtain new versions of products (for example from Java libraries) free of charge via email or smartphone (hereinafter called the "Service").

The Conditions of Use apply to all registered users of the Web-site (hereinafter called the "Users"). By registering, the User agrees to the exclusive application of these Conditions of Use.

As a precautionary measure the application of the User's own General Terms and Conditions of Business is expressly contradicted.

On each occasion the version of the Conditions of Use valid at the time of the registration applies. The latest version of the Conditions of Use can always be seen directly on the Website and can also be printed out.

2. Amendments to the Conditions of Use

The Provider reserves the right to amend the Conditions of Use. The User will be expressly informed of the amendments in a suitable manner and his/her attention will be drawn to the amended passages which will also be highlighted. Notification will usually take the form of publication on the Website at the menu item provided for this purpose. However, the Provider reserves the right to select the manner in which the User's attention is drawn to the amendments.

If the User fails to indicate within six (6) weeks of notification of the new version that he/she does not accept the new version, this constitutes tacit consent and the new version applies from this time onwards. When giving notice of the amendment(s), the Provider particularly undertakes to inform the User of the significance of his/her reaction.

In the event that the User objects to the amendment within the time allowed, the Provider is entitled to terminate the User's registration for the use of the Website Service at the time that the new version of the Conditions of Use are to come into force.

3. Subject of the contract, services, functionalities, availability

After registering, the Provider will make it possible for the User to be informed about the appearance of new versions of products (for example, versions of Java libraries) and similar by email or smartphone.

By registering, the User will receive the facility to access the use of the Service (hereinafter called the "Account"). The Account comprises the simple, non-transferable entitlement to use the Service; the entitlement may be freely revoked at any time.

The Provider reserves the right to delete or block Accounts at any time without notice.

The various possibilities of using the Website can be amended at any time without notice, i.e. either enhanced or curtailed. The User does not acquire any rights that specific functionalities and possibilities of use exist, will continue to exist or will be established in the future.

The Provider does not guarantee any specific availability in respect of the use of the free Service. However, the Provider will, of course, endeavour to achieve the maximum possible availability within the constraints of his sphere of influence.

The Provider may at any time restrict access to the services in so far as this is necessary for the safety of the operation of the network, the maintenance of the integrity of the network and particularly the avoidance of serious disruption to the network, software or stored data.

4. Registrations, access data

The User can also use the Service's search function without registration. However, if the User wishes to follow the updating of a library, he/she must register in advance. It is possible to register anonymously under a pseudonym but an email address belonging to the User which is currently in existence and available must be indicated. The User affirms that he/she actually uses the email address he/she indicates and that the address exists. Under no circumstances is there any entitlement to registration or to the grant of use of the website by the Provider.

When registering, the User himself/herself will choose a password with which he/she can in future log in. The user himself/herself is wholly responsible for the security and strength of this password. The Provider wishes to point out that passwords should normally consist of at least six characters and, if at all possible, a combination of letters, figures and special characters. The User must keep his/her password strictly secret and not pass it to any third party.

5. Consent to the receipt of advertising and to the transmission of data including transmission to countries outside the EU

The User is aware that the Provider must finance this free service by advertising.

Therefore by registering, the User agrees that the Provider will arrange for advertising to be sent to the email address indicated by the User.

By registering, the User also agrees that the personal data he/she provides will be passed to third parties for the purpose of advertising.

The data may also be passed to countries outside the territory of the EU or the European Economic Area (EEA). In this process the data may also be passed, in particular, to countries outside the EU or EEA without a reasonable level of data protection within the meaning of German data protection law (e.g. the USA). The particular risks which therefore exist for the User by reason of this fact are known to the latter and he/she expressly gives his/her consent to the above.

When registering, the User must give a corresponding statement of consent. Registration is only possible if this statement of consent is given.

The statement of consent may be revoked at any time but such revocation means at the same time that the Account will be terminated and the User will lose any possibility of using the Service.

6. Rights to the Website

Only the Provider is entitled to all rights to marks, rights to business-related designations, rights to a name, rights to trade marks, copyright, ancillary copyrights and other rights to the Website itself, its individual graphical and textual components and their functionalities and services and such rights may not be used, circulated, copied, reproduced, made available to the general public, executed, transmitted or otherwise exploited without the Provider's prior written consent. Rights of exploitation or other rights are not transferred to the User.

7. Posting of statements and comments / Code of Conduct

The User may also assess the various libraries and post comments.

The User him/herself bears sole responsibility for all the statements and comments etc. which he/she posts.

The User undertakes to observe the rights of others, particularly their personal rights such as rights of use, ancillary copyrights and rights of exploitation. In so far as the User posts statements and comments, he/she affirms that he/she is in possession of the rights which are necessary for this (in that he/she has written the text him/herself) or that he/she has obtained the necessary consent in advance from the relevant holder of the right.

The User undertakes not to post any content which is pornographic, unlawful or in breach of public morality in any way whatsoever. This also includes, for example, content which is harmful to minors, offensive, personally degrading, insulting and slanderous or which glorifies violence, is of a nature which is left or right extremist, or relates to child pornography or is of any other comparable content. The same applies to links to such or comparable content.

Content which is suspected of infringing rights may be immediately corrected or deleted by the Provider at any time and without consultation.

The User will post all content to the best of his/her knowledge and will, in particular, post his/her assessments and comments in a manner which is honest and which does not seek to damage or deceive.

The User undertakes to make no unauthorised attempt to access the data of other users or to unlawfully access, retrieve, transmit, amend or misuse the data of third parties in any way whatsoever.

The User is responsible for ensuring that content which he/she posts is free from malicious software, malware, viruses, Trojans or other programs and codes.

The User undertakes to check compliance with these rules on each occasion before posting content.

The Provider is neither responsible for the User's actions in using the Website nor for the actions of third parties, particularly Website visitors and guests.

By uploading and posting his/her own content, the User automatically gives his consent for his/her own rights of use to this content to be transferred to the Provider. This applies in particular but not exclusively to comments which the User posts. The Provider is entitled to exploit and use these comments from the User as if they were his own. This applies for an unlimited period which also extends beyond the end of the term of the contractual and user relationship between the User and the Provider.

8. Blocking, deletion of Users and Accounts

The Provider reserves the right to exclude individual Users. The Provider is entitled to delete, block and/or to prevent these Accounts from participating in the Service or in certain functionalities and possibilities of use. This applies in particular if there are actual indications which constitute grounds for suspecting that

- the User has committed or is committing crimes via the Account;
- the User has posted unlawful content of any nature whatsoever;
- the User has culpably infringed these Conditions of Use in any other way.

This list is not exhaustive. The Provider reserves the right to block Accounts for additional reasons. In arriving at a decision, the Provider will take reasonable account of the User's interests, particularly against the background of the seriousness of the breach or suspicion.

In cases of doubt the burden of proof lies with the User. The User must demonstrate and prove that, contrary to the Provider's suspicion, he/she has acted in accordance with the rules and that there are no grounds for blocking the Account.

9. Compensation, indemnification

The User is obliged to compensate the Provider for loss or damage to the User arising from a breach of the User's obligations unless the User is not responsible for the breach of the obligations.

In the event of his/her failure to comply with his/her obligations, the User will indemnify the Provider for his liabilities towards third parties. The User will reimburse the Provider for losses arising from failure to comply with the User's obligations including lawyers' fees, lost profits and similar save only in the event that the User is not responsible for the breach of his/her obligations.

10. Duration of use of the Service

The Service may be used for an unlimited period.

The User has the right to delete his/her Account at all times and thereby to terminate its use.

The Provider has the right to end the ability to use the Account at any time and to block or delete the User's Account immediately and without notice.

11. Cessation of the Provider's activity

In so far as and for so long as the free functionalities are offered and used, the Provider is entitled at any time to interrupt the provision of content and the grant of access to the Service or to end such provision for an indefinite period or to end such provision definitively and finally.

The User has no entitlement of use or entitlement to the grant of access.

12. The Provider's liability

The Provider is only liable for such loss or damage as is caused by intent or gross negligence.

The Provider is also liable for loss or damage which arises from the breach of material contractual obligations caused by ordinary negligence but in such cases liability is limited to foreseeable, typical average loss or damage.

The Provider is always liable for loss of life, bodily injury and impairment of health and is also liable under the German Product Liability Act (*Produkthaftungsgesetz*).

13. Legal system, place of performance, assignment, off-setting

Only the law of the Federal Republic of Germany applies to these Conditions of Use but with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

The place of performance is the Provider's registered office in Germany.

The rights and obligations arising from these Conditions of Use may not be assigned or transferred in any other way without the prior consent of the other party.

The user may only assert off-setting against such counter-claims as are uncontested or have been judged to be final and absolute.

14. Language

Only the German-language version of these Conditions of Use and other rules/texts of the Provider in connection with the use of the Service are binding in law. Other language versions are only for the understanding and information of Users speaking other languages.

15. Separability clause

If one of the provisions which is set out here should be or become invalid, the validity of the other provisions remains unaffected thereby.