Licence Conditions and Terms of Use for Commercial Purposes
(Version from 04.08.2016)

1. Scope, general

(1)   These Licence Conditions and Terms of Use (hereinafter "Terms of Use") apply between Seadex GmbH (hereinafter also referred to as "Seadex") and the respective users for free provision of the library **yasmine** (hereinafter "Library") including the user documentation and the other accompanying material.

(2)   The Terms of Use apply accordingly to the provision of new program versions of the Library (e.g. patches, bug fixes, updates, upgrades, etc.) as well as to the user documentation made available for download on the Seadex website.

(3)   The Terms of Use apply exclusively. Deviating, opposing or supplementary general terms and conditions of the user shall only become components of the contract if Seadex has expressly consented to their application in writing. This consent requirement shall always apply, in particular even if Seadex starts to provide the service without reservation despite being aware of the general terms and conditions of the user.

(4)   Individual agreements concluded with the user in the individual case (including collateral agreements, additions and amendments) shall always take precedence over these Terms of Use. A written agreement or Seadex's written confirmation shall be decisive for determining the content of such agreements.

(5)   Declarations and notices which are significant from a legal point of view and which must be submitted to Seadex by the user after conclusion of the agreement (e.g. deadlines, notices of defects, rescission declarations or reductions) must be in writing to be valid.

(6)   With the consent of the user, Seadex has the right to change the content of the existing agreement as well as these Terms of Use, providing that the user can be reasonably expected to accept the amendment, taking account of Seadex's interests. The user shall be deemed to have granted his consent to the amendment to the agreement if he does not object to the amendment within one month of receipt of the amendment notification. Seadex undertakes to notify the user of the consequences of not raising an objection in the amendment notification.

(7)   Seadex offers the software, the documentation and the information

exclusively for use by companies and public institutions. The user declares that he is acting as or for a company, i.e. is carrying out commercial or self-employed professional activity or is acting on behalf of a public institution, when using the software.

2. Services

(1)   Seadex shall make the Library and information about the Library available free of charge for download on the Seadex website.

(2)   The registration for the use of the Library is free of charge. The user has no entitlement to be registered by Seadex though.

(3)   Given the nature of the Internet and of computer systems, Seadex does not warrant that the Seadex website will always be available without interruptions.

3. Registration

(1)   During the registration process, the user must provide the information requested in a truthful manner and inform Seadex without delay should changes arise. The user shall ensure that he receives e-mails from Seadex sent to him in the framework of the registration process.

(2)   After registration, the user will receive notification of his username and password ("user data"). The user must change the password he is sent by Seadex to a personal password known only to him. The user will only be able to view or amend his data or to revoke or extend the consent he has granted to data processing after inputting his personal user data.

(3)   The user must keep his personal user data confidential. The user shall be liable for all orders, declarations of intent, uses and applications carried out with the personal user data.

(4)   The user shall inform Seadex without delay should he obtain knowledge of misuse of the personal user data by third parties. In this case, Seadex shall be entitled to block the user data. The user can request in writing that his registration be deleted at any time. In this case, Seadex shall delete all user data and all other personal data saved about the user as soon as this data is no longer required for the purpose of winding up ongoing contractual relationships.

(5)	Seadex is at all times entitled to make content which is freely accessible subject to registration or to revoke an existing registration or access authorisation by blocking the user data without giving reasons.

4. Provision of the software, rights of use

(1)	The Library and the associated information shall be provided by way of a free download.

(2)	Seadex's Library is free open source software which is provided under the following Terms of Use:

Permission is hereby granted, free of charge, to any user obtaining a copy of the Library and associated documentation, the rights to use, copy, modify, merge, publish, and/or distribute copies of the Library without restrictions, and to permit persons to whom the library is furnished to do so.

The copyright notices in the Library and in the associated documentation as well as these Licence Conditions and Terms of Use shall be included in all copies or substantial portions of the Library and must not be removed.

**(3)	The user is not, however, entitled to sell, lease, rent or sublicense the Library itself or modifications thereof. Passing the Library or modifications thereof on to third parties for a fee is expressly prohibited.**

(4)	The restrictions listed above do not apply in the event that the Library or parts thereof become parts of third-party software and/or of open source software as a result of integration or compilation.

(5)	The right of use shall be granted for all known types of use as well as for all types of use which are as yet unknown. It also includes the right to make modifications to the Library which are necessary from a technical point of view for certain types of use permitted by this licence.

(6)	Each user may install, extend and update the Library free of charge.

(7)	Seadex shall provide public tutorials to assist with installation of the Library. We offer limited support for general questions. Please note that the more comprehensive support for self-installation is subject to concluding a consultancy agreement. Open source stands for freedom but not necessarily for free.

(8)	All other rights which go beyond this section and are not expressly granted by Seadex remain the rights of Seadex alone. Personal rights remain unaffected.

(9)	The Library, documentation and information are protected both by copyright

laws and by international copyright treaties as well as by other laws and agreements on intellectual property. The user shall observe these rights; he shall especially not remove alphanumeric identifiers, marks or copyright notices from the documentation or the information.

(10)   Irrespective of other rights of Seadex, the licence granted shall automatically expire if the user breaches the provisions of these Terms of Use. In such a case, the further use of the Library, copies of it and all of its components is strictly prohibited.

(11)   Seadex reserves the right to claim corresponding remuneration for the event of use contrary to the provisions of these Terms of Use. Further the user indemnifies Seadex from all claims on the part of any third parties, that are based on such a violation.

5. Third-party software, open source software

(1)   The Library can contain components of third-party software and/or open source software governed by separate licence conditions. Where necessary for lawful use of the Library, the software licence conditions applicable to the respective third-party or open source software shall be listed in the appendix to these Terms of Use. The user undertakes to only install the Library if he agrees to the software licence conditions applicable to this third-party or open source software which take precedence over these Terms of Use. If he rejects these, the user shall refrain from installing and using the Library.

6. Warranty and liability

(1)   Seadex shall make the entire Library available in good conscience observing the duty of care.

(2)   The user declares his express consent to use of the Library "as is". There is no guarantee that the Library will always be available.

(3)   Beyond the agreed services, use shall be at the user's own risk, especially in the case of free use and any self-installations of the Library.

(4)   If the Library, information or documentation are provided free of charge, liability for material or legal defects in the information, software and documentation,

especially for it being accurate, free from errors, free from property rights and copyrights belonging to third parties, complete and/or usable – apart from in cases of provable intent or fraudulent intent – is excluded.

(5)   Seadex does not accept any liability for losses or risks of any kind arising from use of the Library. This includes damage to your computer system or another device as well as to losses of data resulting from use of or downloading the Library.

(6)   Seadex, our employees, members, representatives or other contracting partners shall, under no circumstances, be liable for direct, specific or indirect losses or damage, lost profit and the loss of data resulting, for example, from tortious acts (including but not restricted to negligence).

(7)   The availability of the Library excludes times when Seadex's servers are not available via the Internet for technical reasons which lie outside of Seadex's sphere of influence. Seadex shall not accept any liability for events of this kind.

(8)   Seadex shall not accept any liability for malfunctions of services of third-party providers for server hardware, memory capacities or network services.

(9)   The manufacturer shall only be liable for the loss of data to the extent that the user backs up his data at adequate intervals, at least once per day, in a machine-readable format, thereby ensuring that the data can be restored with a reasonable amount of effort. If the user does not back up the data in this manner, the manufacturer's liability shall be restricted to the amount it would have cost to restore the data had a proper back-up copy been made as well as to the damage which would have resulted from the loss of current data which would have been lost even if data had been backed up on a daily basis.

(9) Seadex shall also not accept any liability for errors or delays in performance of the duties where the trigger is outside of its control. This includes, but is not limited to, fire, flooding, earthquakes, power cuts and Internet disturbances.

7. Data protection

(1) Seadex saves and processes personal data in the framework of and in compliance with the statutory data protection provisions. Seadex only saves and processes personal data to the extent necessary to process and perform the licence agreement and to the extent that consent has been granted to use of the data. The respective current version of Seadex's data protection declaration applies which can be downloaded from the Seadex website.

8. Applicable law, jurisdiction

(1)   The law of the Federal Republic of Germany applies to the provision of the Library and all related legal relationships between Seadex and the user. Application of the UN Convention on Contacts for the International Sale of Goods (CISG) is excluded.

(2)   Where (i) the user is a businessman within the meaning of the German Commercial Code (Handelsgesetzbuch), (ii) the customer is a legal person under public law or a special fund under public law or (iii) the user does not have a general place of jurisdiction in the Federal Republic of Germany, Rottweil, Germany, is agreed as place of jurisdiction. However, Seadex remains entitled to file a claim or to institute other court proceedings at the general place of jurisdiction of the user.

9. Final provisions

(1)   General terms and conditions of the user shall not be binding even if Seadex does not object to them again in writing. The general terms and conditions of the user shall not become a component of the agreement even if Seadex provides services.

(2)   Amendments and additions to these Terms of Use must be in writing. This also applies to amendments to this written form requirement itself.

(3)   Should an individual provision of these Terms of Use be or become invalid or unenforceable, this shall not affect the validity of the other provisions. In place of the invalid provision, a provision shall be deemed agreed which reflects, as closely as possible, the economic purpose of the invalid provision. The same shall apply in the event that these Terms of Use contain a lacuna.

(4)   The assignment of rights of the user under the contractual relationship with Seadex shall only be permissible with Seadex's prior written consent.

(5)   Where these Terms of Use are translated into other languages, the German version shall remain the only legally binding version.