License Conditions and Terms of Use of the framework essentials
- Private and Academic Use -
Version from 06.04.2017

1. Scope, general

(1)   These License Conditions and Terms of Use (hereinafter "Terms of Use") describe the requirements and procedures for use of the free forms of use of the framework **essentials** (hereinafter "Product") provided by Seadex GmbH (hereinafter also referred to as "Seadex") including the user documentation and the other accompanying material.

(2)   The Product is provided to users as open source software. There are various ways of using the program code or the services we offer.

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

(4)   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.

(5)   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.

(6)   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 must be in writing to be valid.

(7)   Seadex offers the Product, the documentation and the information exclusively for private, non-commercial and academic use. The user declares that, when using the Product, he is neither acting as or for a company, i.e. is not carrying out commercial or self-employed professional activity.

2. Rights of use

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

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

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

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

b) The rights granted only apply to acts, which are not aimed at gaining a commercial advantage or monetary remuneration ("non-commercial use").

(3)   The user is not entitled to distribute, rent, lease, lend or sublicense the Product, parts, or modifications thereof. Passing the Product on for a fee is expressly prohibited.

(4) The limitations mentioned above do not apply in the case that the Product or parts of it become part of third-party or Open Source software.

(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 Product 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 Product free of charge.

(7)   Seadex shall provide public tutorials to assist with installation of the Product. Seadex offers 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.

3. Provision of the Product

(1)   The following applies with respect to remuneration for use of the Product:

(a)   Seadex offers the Product free of charge.

(b)   Seadex reserves the exclusive right to collect corresponding remuneration for the event that the user uses the Product for commercial purposes.

(2)   The user acknowledges that he is not permitted to remove, conceal, or change references to rights of ownership contained in the Product or which are added to it. This also applies to copyright notices or trademarks.

(3)   Irrespective of other rights of Seadex, the license granted shall automatically expire if the user breaches the provisions of these Terms of Use. In such a case, the further use of the Product, copies of it and all of its components is strictly prohibited and Seadex reserves the right to claim corresponding remuneration for the event of use contrary to the provisions of these Terms of Use.

4. Third-party software, open source software

(1)   The Product can contain components of third-party software and/or open source software governed by separate license conditions. Where necessary for lawful use of the Product, the software license 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 Product if he agrees to the software license conditions applicable to this third-party or open source software which take precedence over these Terms of Use. If he rejects these, he shall refrain from installing and using the Product.

5. Warranty and liability

(1)   If the Product, 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.

(2)   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 Product.

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

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

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

(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 limited to negligence).

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

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

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

6. Data protection

(1)   By using the Product described herein, the user agrees to Seadex saving general and personal data on his instruction.

(2)   The use does not give us any rights in the data used by the user which are created with the Product. The scope, type and content of the data is your responsibility alone.

(3)   Data will be treated as private and confidential unless the user makes a separate request that Seadex makes certain data public.

(4)   An exception to this rule is the fact that Seadex reserves the right to select individual data for demonstration and advertising purposes and to display this data in a public gallery as examples. In doing so, Seadex will always correctly reference the author and does not obtain any further rights in this content.

7. Amendments and additions to the Terms of Use

(1)   Seadex reserves the right to extend or amend these Terms of Use in order to cover new services and functions.

(2)   Amendments shall be published in advance on Seadex's website in order to give users sufficient time to acquaint themselves with these amendments.

(3)   Seadex has the right, with the user's consent, to modify the content of the established contract as well as of these Terms of Use providing the user can be reasonably expected to accept the amendment, taking account of Seadex's interests. The user's consent to the amendment to the Terms of Use shall be deemed granted if the user does not object to the amendment within one month of receipt of the amendment notification. Seadex undertakes to notify you of the consequences of not raising an objection in the amendment notification.

8. Applicable law, jurisdiction

(1)   The law of the Federal Republic of Germany applies to the provision of the Product 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 user 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)   Should one of the provisions of these Terms of Use be invalid, this shall not affect the validity of the other provisions.

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