

# SAP Splash Terms of Use

Please scroll down and read the following Terms of Use ("Agreement") carefully. The following terms and conditions govern your use of the SAP Splash website (the "Service"). The Service is operated by SAP SE with principal offices located at Dietmar Hopp-Allee 16, D-69190 Walldorf, Germany ("SAP"). Your use of the Service is subject to your acceptance of all of this Agreement and policies governing the Service, including the SAP Splash Privacy Statement. If you do not agree to all of these terms, please do not use the Service.

- 1 Definitions:** "SAP" refers to SAP SE, for and on behalf of itself and its subsidiaries and affiliates. "You" and "Your" refers to the individual that wishes to use the Service and has agreed to this Agreement.
- 2 Responsibility of Visitors.** SAP has not reviewed, and cannot review, all of the material posted to the Service, and cannot therefore be responsible for that materials content, use or effects. By operating the Service, SAP does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Service may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Service may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. SAP disclaims any responsibility for any harm resulting from the use by visitors of the Service, or from any downloading by those visitors of content there posted. SAP has not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which the Service

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- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that You claim has been infringed or material which otherwise violates Your rights;
- a description of where the material that You claim is infringing/violating is located;
- Your address, telephone number, and e-mail address;
- a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

SAP's Copyright Agent for Notice of claims of copyright infringement on its site can be reached as follows:

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**5 Changes.** SAP reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. SAP may also, in the future, offer new services and/or features through the Service (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

**6 Termination.** SAP may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement, you may simply discontinue using the Website. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, intellectual property, warranty disclaimers, indemnification and limitations of liability.

**7 Warranty Disclaimer:** The Service is provided “as is”. Dribbble and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Dribbble nor its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Service at your own discretion and risk.

**8 Limitation of Liability:** Irrespective of the legal reasons, SAP, its licensors, suppliers, and their respective employees, agents and subcontractors shall only be liable for damages occurred under this Agreement if such damage (i) cannot be waived under applicable law or (ii) is caused by intentional misconduct of SAP or (iii) consists of personal injury. In all other cases, SAP, its licensors, suppliers, and their respective

employees, agents and subcontractors, shall not be liable for any kind of damage or claims hereunder. You agree that in no event shall the amount of damages sought exceed €50,000.

- 9 General Representation and Warranty.** You represent and warrant that (i) your use of the Service will be in strict accordance with the SAP Privacy Statement, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and (ii) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party.
- 10 Indemnification.** You agree to indemnify and hold harmless SAP, its licensors, suppliers, and their respective employees, agents and subcontractors from and against any and all claims and expenses, including attorneys fees, arising out of your use of the Service, including but not limited to out of your violation this Agreement.
- 11 Law/Venue:** This Agreement is governed by and construed in accordance with the laws of the Germany. You and SAP agree to submit to the exclusive jurisdiction of, and venue in, the courts of Karlsruhe in Germany in any dispute arising out of or relating to this Agreement.
- 12 Miscellaneous:** This Agreement is the complete Agreement for the Service licensed. This Agreement supersedes all prior or contemporaneous agreements or representations with regards to the subject matter of this Agreement. If any term of this Agreement is found to be invalid or unenforceable, the surviving provisions shall remain effective. SAP's failure to enforce any right or provisions stipulated in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement.