

Terms of Use DOCUFY Machine Safety Test Environment (Hosting) ASP DOCUFY GmbH

1 Scope of Application

These Terms apply to the free access to DOCUFY's Machine Safety Server that is offered by DOCUFY. DOCUFY's General Terms and Conditions apply in addition to these Terms.

2 Restriction on Use

For a limited period, the user is granted access to DOCUFY's Machine Safety Server and may use the software available there for its entrepreneurial activities, § 14 BGB (German Civil Code), subject to these Terms and to the functionalities provided by the software ("Machine Safety Free ASP"). Any copying or distribution of the software, passing it on to third parties or making it publicly accessible is prohibited, as is any disassembly, decompilation, adaptation or modification of the software.

The software accessible under the Machine Safety Free ASP may differ from other versions of the programme, or the functionality of the software may be restricted without such restrictions being pointed out separately. This applies in particular to early versions of programmes (beta versions, pre-releases).

3 Terms of Use, Discontinuation

DOCUFY is entitled to revoke permission to use Machine Safety Free ASP at any time without giving reasons. Upon such revocation, all rights of the customer to use Machine Safety Free ASP shall terminate. DOCUFY shall then be entitled to delete all access authorisations and all data existing at DOCUFY that relates to Machine Safety Free ASP. The customer shall be under obligation to irrecoverably delete any software and data in its possession which originates from Machine Safety.

4 Features

DOCUFY provides Machine Safety Free ASP in its then current condition. The free use option serves to enable the user to test the functionalities and behaviour of the software for its own purposes.

There is no obligation to provide any particular features or to meet any particular requirements, in particular a given level of availability or accessibility of the server.

Functionality may be restricted at random and may in particular deviate from fee-paying versions. The user must bear this in mind when verifying whether the software meets its needs, or when using the software.

5 Liability / Warranty

The following limitations of liability do not apply to statutory liability claims for losses caused by mortal injury, physical harm or health damage, claims under the Product Liability Act, or claims under Telecommunications Act § 44 a. In respect to the aforementioned claims, statutory provisions shall apply.

Warranty for the free version shall apply solely to defects in title or material defects that have been fraudulently concealed.

Moreover, DOCUFY shall be liable only in cases of intent or gross negligence, irrespective of the legal cause (e.g. warranty, default, impossibility, breach of duty in contractual or other relations governed by the law of obligations, impediment to performance at the time of contract closure, breach of duties to show consideration, tort etc.). In particular, DOCUFY shall not be liable for losses resulting from the usage of Machine Safety Free ASP contrary to these terms.

Insofar as third-party software is required for using Machine Safety Free ASP, the user shall obtain such software directly from the respective provider at its own expense. DOCUFY does not assume any warranty or responsibility for third-party software.

This provision shall also apply for the benefit of DOCUFY's vicarious agents or managerial bodies.

6 Other Provisions

German law shall apply exclusively, excluding CISG. Insofar as permissible by law, the location of DOCUFY's registered place of business shall be exclusive venue for all and any disputes arising from or in connection with the use of Machine Safety Free ASP.

End of Terms of Use for DOCUFY Machine Safety Free ASP – revised November 2014