

InfraCaLCC, Terms and Conditions

Revision 1.1 as of April 30, 2009

Before using InfraCaLCC, please review the following terms and conditions (the Agreement) which defines in combination with your individual "registration form" your rights, responsibilities, and benefits as a user of this service.

InfraCaLCC License and Terms and Conditions of Use

The InfraCaLCC.de website and all calculating functionality together are an Internet service (the "Service") owned and operated by Die Ingenieurwerkstatt Gesellschaft für Lifecycle-Engineering mbH, the service provider ("DI", "we", "our" or "us"). "You" or "your" means any user of the Service. By using the Service, you indicate that you agree with these terms and that you accept the rights and duties of this Agreement. If you do not find these terms and conditions agreeable, your only opportunity is to discontinue using the Service without any further recourse. We may change, amend, or otherwise update this Agreement at discretion at any time. Your continued use of the Service indicates your acceptance of such changes. If you don't agree with any change that is made, your only recourse is to stop using the Service. Otherwise you are bound by such changes.

Use of the System

A revocable right to use the system is granted by DI to each registered user. The system operator is not obliged to grant the right. Using the service may be subject to an additional chargeable service level-agreement (e.g. access to the Knowledge base, to the Helpdesk system, to training courses, support and consulting) between user and system operator.

InfraCaLCC.de includes graphics, descriptive text, data, and other content accessible by any site visitor, and other content that can only be accessed as a registered user or paying subscriber to the Service "(the Content)". All Content, whether freely available or available only to paying customers, is owned and/or copyrighted by DI. Said content may be used only in accordance with this limited use license.

Registration

Before using the Service a registration has to be accomplished with the system operator, therefore the user provides at least full name, company, telephone number and a valid company email address ("contact information") within the "registration form" transmitted by postal mail or telefax. The user agrees that Contact Information is published partially to other users for the purpose of establishing contacts and collaboration between users. While registration you have to choose a service-level, which determines the accessible functions and may be subject of a yearly service fee. For details refer to your individual "registration form".

After registration you will be provided a username and initial password, which is your liability to change immediately. Therefore you must provide DI with accurate, complete, and up-to-date registration information. Failure to do so will constitute a breach of this Agreement. You understand that you may not (i) select or use a name of another person to impersonate that person; (ii) use the rights of any person other than yourself without authorization; or (iii) use a name that we, in our sole discretion, deem inappropriate. As you submit information, you understand that InfraCaLCC is owned and operated by DI.

By using InfraCaLCC you agree, that your entire activities within the system are logged, and for the purpose of system maintenance and care activities will be monitored by system administrator.

General Use LICENSE

You are licensed to use the Content for personal as well as commercial purposes. Editing, modifying, decompiling or reselling any work or portion thereof is prohibited, except as through the features and methods provided within the Service. Online or other republication of Content is prohibited,

except as through the features and methods provided within the Service or after receiving a written consensus by DI. Violation of this License may result in immediate termination of your registration and may result in legal action for injunction, damages or both. You may access software and content provided on the Service only as permitted by the Service.

User provided information

Portions of the Service will contain information (“content”) provided by other users, to which you may also contribute appropriate information. For all content, DI is a distributor only. By submitting content to InfraCaLCC, you grant DI a license for the content to use, host, distribute and allow hosting and distribution of that content, to the extent and in that form or context as described. The system operator ensures that no other user can see or edit the entered Content in the original appearance but the entering user, unless, this user has marked some or all of “his” Content as 'to publish' for all or for other single selected users. Anyway, the system operator is not responsible for damage that is caused by infringement of this obligation even on slight or gross negligence. In addition by submitting content the user agrees in general, that all content may be used in a strictly anonymized approach for the extension of the knowledge base and thus becomes visible in an anonymized version for all or some other users without further notification. You should submit only content which belongs to you and will not violate the property or other rights of other people or organizations.

LIABILITY DISCLAIMER

The content, features, information, and services included in the Service may include mistakes and errors. Changes are periodically made to the Content. We provide all Content in this Service “AS IS”, and without any warranty of any kind, including any preservation of the Content for future access. DI makes no representations concerning the suitability, reliability or accuracy of the Content or the service provided on the Service for any purpose. We disclaim all warranties, expressed or implied, in connection with the Content and the services provided on the Service, including conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no case will we be liable for any direct, indirect, punitive, special or other damages including, without limitation, lost or delay of use, overrun, wrong computations, lost profits, loss of data or any other damage in contract, tort, equity or any other legal theory, even if advised of the possibility thereof.

DI may, from time to time, provide opportunities to users of the Service to link to or to buy services from third parties. Sites of those third parties will provide terms and conditions different from those found here. DI makes no warranty concerning third-party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third party provider and not from DI.

Because some states/jurisdictions do not allow exclusions as broad as those stated above or limitations of liability for consequential or incidental damages, the above limitations may, in whole or in part, not apply to you. If you are dissatisfied with any portion of this service or with any of this terms of use your sole and exclusive remedy is to discontinue the use of this service.

The System is operated in the Federal Republic of Germany and operated to be in compliance with the laws of the FRG. Access is governed by these terms and conditions under the laws of FRG. Registration as a user to this site or any of the services provided on it results in your customer information being stored and processed in the FRG, and you, in registering, specifically consent to that storage and processing. You may access that information at any time to confirm its correctness and to keep it current in connection with your registration or subscription. If you are subscribing or registering for use of this site from outside of the FRG, you consent to the storage and processing in the FRG of the personal data you submit, within the scope of a PRIVACY STATEMENT of DI. You may and should review and correct this information regularly.

You shall notify us by regular mail, fax or by e-mail at support@ingenieurwerkstatt.de of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or billing information. You will be responsible for maintaining the confidentiality of your password. You will never be required to reveal your password to any representative or agent of DI.

You are responsible for all usage or activity on InfraCaLCC via your password account. Distribution of your password to others for access to InfraCaLCC is expressly prohibited and shall constitute a breach of this Agreement. Any fraudulent, abusive, or otherwise illegal activity may be reason for termination of your account, at our sole discretion.

COMMUNICATIONS BETWEEN DI AND YOU.

DI will send electronic mail to you for the purpose of informing you of changes or additions to InfraCaLCC, or of any related products and services.

TERMINATION

Should you breach this Agreement we will revoke your license to use the Service and suspend your right of access. In such a case, no portion of your fee will be refunded. Should we decide to suspend your access right for any reason other than breach, we will refund to you the unused portion of your subscription payment for the current timeperiod, which will be your sole and exclusive remedy upon such a suspension of service.

MODIFICATIONS TO THIS AGREEMENT AND THE SERVICE.

DI has the right, at its sole discretion, to modify this Agreement or the Service, including the Content of the Service, at any time. Changes in Service will be posted on InfraCaLCC.de, or sent via e-mail to you. If any portion of this Agreement or any change of this Agreement of the Service is unacceptable to you or will cause you to no longer be in compliance with the Agreement, your only recourse is to discontinue usage of the site.

MISCELLANEOUS

This Agreement is governed by the law of the FRG. Any action to enforce this Agreement shall be brought in the courts located in Frankfurt / Main.

Official correspondence must be sent via postal mail to: Die Ingenieurwerkstatt GmbH, Biebricher Allee 23, 65187 Wiesbaden, Germany