

Terms of use

General terms for the use of the United Planet website and the cost-free download of software

1. Services

1.1 On these internet pages (hereinafter referred to as: "website" or "websites"), United Planet GmbH ("United Planet") provides specific information and software, as well as, where applicable, related documentation at no cost for downloading.

1.2 Generally the websites are available 24 hours a day and seven days a week. However, due to the nature of the internet and computer systems, United Planet cannot accept any liability to maintain the continuous availability of these websites. United Planet may stop the operation of the individual sites or the entire website at any time.

1.3 United Planet provides the software, documentation and information exclusively for use by companies and public corporations. The user declares that by utilizing the website that they are acting on behalf of an undertaking, i.e. exercising a commercial or self-employment activity, or that it is acting on behalf of a public corporation.

2. Usage rights for software

Using the downloaded software is subject to specific license conditions which have to be accepted before the software can be used. These license conditions can be found at www.unitedplanet.com.

3. Duties of the user

3.1 While using the website the user shall not:

- harm other persons, in particular minors, or infringe their personal rights;
- breach public morality in their manner of use;
- infringe any industrial property rights or copyrights or any other proprietary rights;
- use any false identity for the purpose of misleading others;
- upload any contents containing a virus, so-called Trojan Horse, Hoax virus, or any other program that could damage data;
- transmit, store or upload hyperlinks or contents to which they are not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or illegal; or
- distribute advertising or unsolicited e-mails (so-called "spam") or incorrect warnings of viruses, defects or similar material and the user shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid scheme or similar action.

3.2 United Planet may deny access to the website at any time, in particular if the user breaches any duty arising from §§ 3.1, 7.1 or 8. United Planet shall not be liable for any

damage resulting from such denial of access except in cases of willful acts, gross negligence or fundamental breach of duty requiring liability by law.

4. Hyperlinks

This website may contain hyperlinks to the webpages of third parties. United Planet accepts no liability or responsibility for the contents of such webpages and United Planet does not consider such webpages as its own. The use of such pages shall be at the sole risk of the user.

5. Liability for defects

5.1 Insofar as any software, documentation or other information is made available at no cost, any liability for defects as to quality or title of the software, documentation or information especially in relation to the correctness or absence of defects or the absence of claims or third-party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving willful acts or fraud.

5.2 The information may contain general descriptions related to the technical capabilities of individual products which may not be available in certain cases. The required performance of the product shall therefore be determined in each case at the time of purchase.

6. Other liability, viruses

6.1 The liability of United Planet for defects in relation to quality and title shall be determined in accordance with the provisions of § 5 of these conditions. Any further liability of United Planet is excluded unless required by law, e.g. in cases of willful acts, gross negligence, personal injury or death, failure to achieve guaranteed characteristics, fraudulent concealment of a defect or in case of breach of substantial contractual obligations.

6.2 Although United Planet makes every endeavor to keep the website free from viruses, United Planet cannot make any guarantee in this regard. It is therefore recommended that the users themselves make all necessary steps and utilizes a virus scanner before downloading any software, documentation or information. In the same way, the user shall use all reasonable security measures and utilize a virus scanner to ensure that no viruses are uploaded onto the website.

6.3 §§ 6.1 and 6.2 do not intend any change in the burden of proof to the disadvantage of the user.

7. Intellectual property

7.1 Information on the website – provided it is from an external source – is denoted as such. “Information” comprises of a variety of texts, pictures and graphics which are used on the websites from United Planet. Information, which isn't denoted as such, is the intellectual property of United Planet and this may not be changed, sold, rented, supplemented or otherwise used in any other way without the previous written permission of United Planet. The use of this information as a copy on another website is

only allowed with written permission from United Planet and must be provided with a corresponding annotation (source citation).

At any time, United Planet reserves the right to change any of the website's information or content at their own discretion and without announcement.

7.2 All named brands and logos are brands, registered brands and/or trademarks of the respective company.

The trademarks "Intrexx", "Intrexx Share" and "United Planet" may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the previous written permission of United Planet.

Except for the rights of use and other rights herein expressly granted, particularly rights to company's name or proprietary trade rights such as patents, brands or utility models, no other rights shall be granted nor shall any duty be implied to grant such rights.

8. Data protection

Customer data is gathered, saved and processed for handling orders and guarantees, as well as for advertising purposes. Personal data is gathered when these are voluntarily transmitted as part of a product order, customer account registration or newsletter subscription.

Disclosure of your personal data to appointed service providers only occurs within the framework of their performance of the service (haulers, logistics specialists, banks).

The parties regard the applicable terms of data protection. Provided the services of United Planet represent an order data processing in accordance with §11 BDSG or if there is a duty to conclude an agreement according to §11 Paragraph 5 BDSG, the parties will conclude an agreement for order data processing. Detailed information regarding data protection can be found at: www.unitedplanet.com.

9. Place of jurisdiction, Applicable law

9.1 The place of jurisdiction shall be Freiburg i.Br. insofar as the User is a merchant in terms of the German Commercial Code (Handelsgesetzbuch).

9.2 The law of Germany shall apply to the exclusion of the UN Convention on the International Sale of Goods.