Terms and Conditions

1 Area of application of the Terms and Conditions

1.1 The company PartKeepr UG (haftungsbeschränkt), Chamissostraße 10, D-68167 Mannheim (hereinafter called the "Provider") operates under the addresses www.partkeepr.com and www.partkeepr.org a website (hereinafter called "Website") at which a user can use the product PartKeepr (hereinafter called "Service") after registration. Additionally, the user can conclude support contracts (hereinafter called "Support"). Usage of the service and support is exclusively possible via the Internet unless agreed otherwise.

1.2 The terms and conditions apply to all registered users of the website. By registering, the User agrees to the exclusive application of these Terms and Conditions.

1.3 The validity of the user's own conditions is expressly rejected as a precaution.

1.4 On each occasion the version of the Conditions of Use valid at the time of the registration applies. The latest version of the Terms and Conditions can always be viewed directly on the Website.

2 Amendments to the Terms and Conditions

2.1 The provider reserves the right to change the terms and conditions. The user will be informed of the amendments in a suitable manner and their attention will be drawn to the amended passages which will be highlighted. Notification of amendments will usually take place on the website under the menu item provided for that purpose. The provider reserves the right to select the manner in which the user's attention is drawn to the amendments.

2.2 If the user fails to indicate the denial of the new version of the Terms and Conditions within six (6) weeks of notification, this constitutes tacit consent and the new version of the Terms and Conditions applies from this time onwards. When giving notice of the amendment(s), the Provider is obligated to inform the User of the significance of their reaction.

2.3 In the event of a denial of the new version of the Terms and Conditions by the user, the provider is entitled to terminate the user's registration, beginning with the date the new version of the Terms and Conditions take effect.

3 Subject of the contract, Services, Functionalities, Availability

3.1 The provider provides the user with the option to create a copy of the service

(hereinafter called "Instance") after successful registration and/or to conclude a support contract.

3.2 The user needs to choose a plan during creation of an instance. The chosen plan defines the specific functionalities of the created instance. The chosen plan is only valid for the chosen instance and cannot be transferred to other instances.

3.3 The user can only create a single copy of an instance with a free-of-charge plan. The user can create an arbitrary amount of instances for paid plans.

3.4 Some plans have a free trial period. These plans are indicated as such. For plans with a trial period no payment is required during the trial period. After the trial period is expired the user is required to pay the plan charge in order to use be able to the instance.

3.5 Payment is required for non-free plans. If payment is missing for a specific instance, the provider is entitled to disable the instance for further use until the provider asserts payment receipt.

3.6 The user can conclude a support contract. The service description can be found within the document "Service Description for PartKeepr Technical Support" which can be found on the provider's website.

3.7 The user can setup reoccurring payments for instances and service contracts using the payment provider PayPal or other payment providers specified by the provider. Reoccurring payments will be automatically initiated prior expiration of the paid usage period.

3.8 The user can cancel reoccurring payments at any time. Instances and/or support contracts stay active until the paid usage period expires. The user cannot claim a refund for the already paid usage period.

3.9 The various possibilities of using the Website or the Service can be enhanced, amended or canceled at any time without notice. The user cannot claim specific functionalities or possibilities within instances using free plans. Features defined within a plan are exempted from this clause.

3.10 The provider is entitled to restrict access to features if this is necessary for the safety of the operation of the network, the maintenance of the network and particularly the avoidance of serious disruption to the network, software or stored data.

3.11 The provider aims to operate the service at any time. The user cannot claim a refund in case of a service outage.

3.12 The provider reserves the right to update instances to current versions of the product PartKeepr (herein after: "Updates"). The user cannot claim a specific version

of PartKeepr. The user cannot claim access to the service during updating. In the event of an update, the provider informs the user in advance with the estimated duration of the update.

3.13 The scope of these Terms and Conditions does not include briefing, training or documentation in any form.

3.14 The provider only provides the service using the Internet. Any other access methods are excluded.

3.15 The provider is not responsible for errors within the service as long as these errors are also included in the freely download-able versions of PartKeepr.

3.16 The user is responsible to create backups themselves if the chosen plan does not contain backups. Should the chosen plan contain data backups, the provider is responsible to create backups within the defined interval .

3.17 The user can request a restore of the data for an instance if the chosen plan contains backups. The request must be sent in written form using E-Mail or letter post. The provider will inform the user at which time the restore will take place and at which time the backup was created. All data which is changed or modified since the backup creation time will be lost.

4 Registration, access data

4.1 An anonymous registration by the user is required to use the service. The user must provide an existing E-Mail address. The user affirms that the email address actually exists and is in use. Under no circumstances is there any entitlement to registration or the grant of use of the service by the provider.

4.2 The user is required to choose a password with which they can log in. The user is responsible for the security and strength of the chosen password.

4.3 The provider points out that passwords should contain at least six characters and should contain a combination of letters, figures and special characters. The user is required to keep their password strictly secret and not pass it to third parties.

4.4 The user may create additional accounts within an instance if allowed by the chosen instance plan. Those additional accounts are personally bound and not transferable. The additional accounts are subject to requirements of Paragraph 4.3.

5 Termination

5.1 Termination of instances and reoccurring payments is possible at any time.

5.2 In case of termination of a reoccurring payment for a given instance, the user is entitled to use the service up until the end of the paid period. The data for the given instance is retained. The user can re-create a reoccurring payment at any time.

5.3 Reoccurring payments will be terminated in case of termination of an instance. Further use of the instance is not possible, remaining paid time will be voided. The user cannot claim a refund for the voided usage time.

5.4 The provider is entitled to store the data of the terminated instance for up to 2 months after termination.

5.5 The termination of the user's account is possible at any time. The user is required to inform the provider in written form (E-Mail or letter post) to terminate a user account. Termination of the user's account also terminates all instances, support contracts and reoccurring payments. The user cannot claim further usage or a refund.

6 Rights to the website

6.1 Only the Provider is entitled to all rights to marks, rights to business-related designations, rights to a name, rights to trade marks, copyright, ancillary copyrights and other rights to the Website itself, its individual graphical and textual components and their functionalities and services and such rights may not be used, circulated, copied, reproduced, made available to the general public, executed, transmitted or otherwise exploited without the Provider's prior written consent. Rights of exploitation or other rights are not transferred to the User.

7 Posting of data / Code of Conduct

7.1 The user is responsible for all posted data (texts, images etc) for their instances.

7.2 The user is obligated to conform to third-party rights, especially personality, usage, copyright and patent rights. The user assures that they own the rights for the posted data, or have obtained the necessary consent of the rights owner.

7.3 The user is obligated not to post pornographic, unlawful or in breach of public morality content. This also includes, for example, content which is harmful to minors, offensive, personally degrading, insulting and slanderous or which glorifies violence, is of a nature which is left or right extremist, or relates to child pornography or is of any other comparable content. The same applies to links to such or comparable content.

7.4 Content which is suspected of infringing rights may be immediately corrected or deleted by the provider at any time and without consultation.

7.5 The user is obligated not to attempt unauthorized access to data of other users or unlawfully access, retrieve, transmit, amend or misuse data of third parties in any way whatsoever.

7.6 The user is responsible that posted data is free of malware, viruses, trojans or other programs and codes.

7.7 The user is obligated to check compliance with these rules prior posting any data.

7.8 The provider is not responsible for actions by the user or third parties, particularly website visitors and guests.

8 Blocking / Termination of users and accounts

8.1 The provider shall retain the right to exclude individual users. The provider is entitled to terminate or block accounts or to restrict access to features or services. The provider may prematurely terminate paid instance plans or support contracts in the event of the existence of a compelling reason. There shall be a such reason, in particular, if there are actual indications that create the suspicion that:

- the user has committed or is committing crimes via the account or the instance

- the user has posted unlawful content of any nature whatsoever

- the user has culpably infringed these Terms and Conditions in any other way

This list is not definite. The provider will appropriately take the interests of the user into account, particularly against the background of the gravity of the breach or of the suspicion.

8.2 The onus of proof shall be incumbent on the user in cases of doubt. The user has to demonstrate and prove that, contrary to the provider's suspicion, he has behaved in compliance with the rules or there is no reason for blocking.

8.3 With a fee-based account, the blocking or deletion of the account means at the same time termination by the provider for a compelling reason. A remaining credit balance of the user still existing at that time is reimbursed to the latter. In this connection, the period paid in advance is paid off on a pro rate basis net of the actual possible period of use.

9 Compensation, indemnification

9.1 The User is obliged to compensate the Provider for loss or damage to the User arising from a breach of the User's obligations unless the User is not responsible for the breach of the obligations.

9.2 In the event of the users failure to comply with their obligations, the User will indemnify the Provider for his liabilities towards third parties. The User will reimburse the Provider for losses arising from failure to comply with the User's obligations including lawyers' fees, lost profits and similar save only in the event that the User is not responsible for the breach of their obligations.

10 Discontinuation of the provider's activity

10.1 In so far as and for so long as the free functionalities are offered and used, the Provider is entitled at any time to interrupt the provision of content and the grant of

access to the Service or to end such provision for an indefinite period or to end such provision definitively and finally.

10.2 The User has no entitlement of use or entitlement to the grant of access.

11 The providers' liability

11.1 The Provider is only liable for such loss or damage as is caused by intent or gross negligence.

11.2 The Provider is also liable for loss or damage which arises from the breach of material contractual obligations caused by ordinary negligence but in such cases liability is limited to foreseeable, typical average loss or damage.

11.3 The Provider is always liable for loss of life, bodily injury and impairment of health and is also liable under the German Product Liability Act (Produkthaftungsgesetz).

12 Legal system, place of performance, assignment, off-setting

12.1 Only the law of the Federal Republic of Germany applies to these Conditions of Use but with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

12.2 The place of fulfillment is the Provider's registered office in Germany.

12.3 The rights and obligations arising from these Conditions of Use may not be assigned or transferred in any other way without the prior consent of the other party.

12.4 The user may only assert off-setting against such counter-claims as are uncontested or have been judged to be final and absolute.

13 Language

13.1 Only the German language version of this service description is legally binding. Other translated versions are provided to support information and understanding to users speaking other languages.

14 Separability clause

14.1 If one of the provisions which is set out here should be or become invalid, the validity of the other provisions remains unaffected thereby.