

Terms of Use

Sandbox Apps Trial Software

§1 Scope of the terms of use

The following terms of use of INSYS Microelectronics GmbH, Regensburg (referred to as "INSYS" in the following) regulate the legal relationship between INSYS, its customers, and the users, who access the Internet page of INSYS (www.insys-icom.com) to get information about the sandbox apps trial software offered there and, as the case may be, use them in succession.

§2 Preconditions for use

The use of the "Sandbox Apps" trial software offered on www.insys-icom.com is free. This trial software is for test purposes only. The copyright or other annotations must not be removed, modified or made illegible. INSYS does not assume any liability, guarantee or warranty for any data loss, subsequent damage or any incompatibilities with other software in any form that might have resulted from the use of our software. The use of our software is at one's own risk. The user commits himself to execute a regular data backup in all areas and of all data before and during use of the offered software to prevent a data loss on our programs or third party software that might occur. Moreover, the user is obliged to acquire information about updates or bug fixes independently. An incorrect handling or a handling that does not comply with the proper instructions of the programs during installation, update or regular use is outside of our scope of influence and responsibility and excludes any liability or warranty in any form on our part consequently. You waive a claim for damage compensation in any form with the installation. We cannot guarantee the function of the program. We cannot be prosecuted here as well, if you suffer damage from the use of the software. Moreover, we reserve the right to discontinue any free software at any time without giving any reasons. Any violation of the copyright or the terms of use of this software may be prosecuted under criminal and civil law.

§3 Reservation of right of modification

INSYS reserves the right to modify or amend these terms of use in future. Any modifications or amendments of these terms of use will always be published on the Internet page www.insys-icom.com. The INSYS web site and the sandbox apps are provided without any assurance regarding availability and quality.

§4 Copyrighted material

The use of copyrighted material that is made available by INSYS or a third party, is only allowed for the user under the conditions specified in §2. Users must not duplicate, replicate, transfer, distribute, publish or commercialise the sandbox apps.

§5 Limitation of liability

The receipt of information regarding the sandbox apps is at the user's own risk. He is solely responsible for damage to his computer system or other technical devices used or for the loss of data or other damage because of using content or other transactions regarding the sandbox apps, unless deliberate intention or gross negligence on the part of INSYS can be demonstrated.

The customer is obliged to provide the necessary technical preconditions for using the sandbox apps at his own expenses, in particular the necessary hardware and software. INSYS does not assume any warranty for the compatibility of the sandbox apps with this individual hardware and software equipment.

Claims for damages against INSYS are excluded irrespective of the legal foundation, unless INSYS has acted with deliberate intention or gross negligence or the claims for damages result from the violation of a warranted feature.

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§6 Reservation of proprietary rights

Handing over the software does not grant the user any proprietary right over the software, but only a right of use.

If some clauses are null and void, ineffective or voidable, the remaining clauses will remain unaffected and must be interpreted or amended such that the intended commercial purpose is achieved in a legally allowed manner as close as possible. This is also effective for regulations that may require elaboration.

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