

General Terms of Use

as of January 2004



(Solely the German version is legally binding; this version is just a translation.)

1. Area of Application

- 1.1. Utilization of these Internet pages (entitled "miray-website" within this document) provided by miray is solely permissible based on these terms. These General Terms of Use can be extended, modified or replaced in individual cases by further terms, e.g. for the purpose of acquiring products. By starting usage the validity of these General Terms of Use in their respective form is accepted.
- 1.2. When using the miray-website as or for a company, i.e. in execution of a commercial or freelance business activity, or for a public entity, § 312e Abs 1 S. 1 Nr. 1-3 BGB cannot be applied.

2. Services

- 2.1. Miray holds certain information and software ready on the miray-website, optionally alongside with documentation.
- 2.2. Miray is authorized to partially or entirely shut down the miray-website. Due to the nature of the Internet and computing systems miray cannot give any warranty for the uninterrupted availability of the miray-website.

3. Rights of use for Information, Software and Documentation

- 3.1. Utilization of information, software or documentation provided on the miray-website is subject to this terms or - for updates of information, software or documentation - to the relevant license agreements made earlier with miray. Separately stipulated license agreements override these terms.
- 3.2. Miray concedes a non-exclusive and non-transferable right to the user to use information, software and documentation presented on the miray-website within the extent of the particular agreement, or, if no agreement made, according to the purpose pursued by miray by providing and ceding it.
- 3.3. Software ceded to the user does not contain any claim on issuance or disclosure of the source code.
- 3.4. Neither information, nor software or documentation may be sold, rented or relinquished in any form by the user to a third-party at any time. As far as mandatory legal provisions do not determine something different, the user must not alter, reverse-engineer or disassemble neither software nor its documentation, nor extract parts of it. Deviating agreements are possible in individual cases after being permitted in advance by miray in written form.
- 3.5. Information, software and documentation are protected by copyright laws and international copyright agreements as well as other laws and agreements regarding intellectual property. The user will acknowledge these rights and especially will not remove alphanumeric identifiers, trademarks and copyright notes from neither information, nor software or documentation resp. copies of these. Apart from that, the §§ 69a et seq. 'Urheberrechtsgesetz' remain unaffected.

4. Intellectual Property

- 4.1. Notwithstanding the particular provisions in number 3 of these terms of use information, trademarks and other content from the miray-website may not be altered, copied, duplicated, sold, rented, used, amended or used in any other form.
- 4.2. Beyond the rights of usage or other rights granted within these terms of use, the user will not be granted any further right of any kind, especially on the company's name and on commercial trademark properties, as patents, registered design or trademarks, and miray will not be subject to any liability to grant such rights.

5. User's Obligations

- 5.1. The user may not use the miray-website to:
 - inflict any harm to of persons, especially minors, or infringe their personal rights;
 - offend against morality (contra bonos mores) by his/her utilization behavior;
 - violate commercial trademarks and copyrights or other proprietary rights;
 - transfer contents containing viruses, so called Trojan Horses or other programs which can do harm to software;
 - enter, store or send hyperlinks or contents he is not allowed to, especially if these hyperlinks or contents violate non-disclosure agreements or are illegal; or
 - distribute advertising or unsolicited email (so called "Spam") or unfounded warnings of viruses, malfunctions or suchlike, or to call upon participation in lotteries, snowball-systems, chain letters, ponzi schemes or comparable activities.
- 5.2. Miray may inhibit access to the miray-website at any time, particularly if the user violates his obligations arising from these terms.

6. Hyperlinks

- 6.1. The miray-website may contain hyperlinks to third parties' websites. Miray neither takes responsibility for the contents of these websites nor adopts these websites and their contents, since miray is not in control of linked information and also is not liable for the contents and information provided there. Their usage underlies user's own risk.

7. Liability for Deficiencies in Title or Matter

- 7.1. As far as information, software or documentation is committed at no charge, liability for deficiencies in title or matter of information, software or documentation, especially for their truthfulness, correctness, exemption from third parties' trademarks and copyrights, completeness and/or usability - except in case of intention or gross negligence - is not granted.
- 7.2. Information on the miray-website may contain specifications or general descriptions of technical capabilities of products, which do not necessarily have to be valid (e.g. due to changes in the product or different product versions) in every individual case. The desired characteristics of a product have to be cleared individually in advance in each case.

8. Further Liability, Viruses

- 8.1. Liability of miray for deficiencies in title or matter is based upon § 7 of these terms of use. Any other liability of miray is excluded, as far as there is no mandatory liability e.g. due to product liability law, due to intention, gross negligence, due to infringement of life, body or health, due to grant of a guarantee of condition, due to fraudulent concealment of a deficiency or due to infringement of substantial contractual obligations. But indemnity resulting from infringement of substantial contractual obligations is limited to the contract-typical predictable damage, as far as it is not based on intention or gross negligence.
- 8.2. Although miray always endeavors to keep the miray-website free of viruses, miray does not guarantee it being free of viruses. Prior to downloading information, software and documentation the user will implement action for adequate safety mechanisms and antivirus software for his own protection and for the prevention of viruses on the miray-website.

9. Data Protection

- 9.1. Miray observes applicable legal regulations of data protection when inquiring, using and processing personal data of users of the miray-website.

10. Subsidiary Agreements, Jurisdiction, Applicable Law

- 10.1. Subsidiary agreements must be in written form.
- 10.2. Jurisdiction is München, if the user is businessman in terms of the 'Handelsgesetzbuch'.
- 10.3. Miray runs and takes responsibility for the individual pages of the miray-website. These pages account for German demands. Miray does not take responsibility for information, software and/or documentation from the miray-website being permitted for access or download from places outside Germany. Users accessing the miray-website from places outside Germany are exclusively responsible themselves for the compliance with the appropriate regulations as defined in the respective national laws. Access to information, software and/or documentation on the miray-website is disallowed from countries, where this access is illegal. In this case and if the user wants to establish business relations to miray, the user should establish direct contact with miray.
- 10.4. German law applies to the exclusion of CISG (United Nations Convention on Contracts for the International Sale of Goods).