

ARtist UG (haftungsbeschränkt)

Terms & Conditions

In force since: 19. April 2019

These Terms and Conditions will be applied fully and affect to your use of our products and services. By using our products and services, you agree to accept all terms and conditions written in here. You must not use our products and services if you disagree with any of these Terms and Conditions.

You are entitled to use, create, contribute, upload, and share your content (User-Generated Content) by utilizing our products and services. In order to do so, you must comply and agree to the following Terms and Conditions

Topics:

- AR.fx specific clauses
- Intellectual Property Rights
- Restrictions
- Your Content (User-Generated Content)
- No warranties
- Limitation of liability
- Indemnification
- Severability
- Variation of Terms
- Assignment
- Entire Agreement
- Governing Law & Jurisdiction

AR.fx specific clauses

The use of our mobile application AR.fx is entirely your responsibility. You are solely responsible for the safe use of our products and services. We do not assume any liability or damage claims arising from the use of our products and services.

We inform you that our products and services, in particular the AR.fx application may not be used on roads and other traffic routes such as tram and railway lines, waterways as well as on private properties of third parties. We will not assume any liability for any damage to persons or property caused by the misuse of our products and services.

Intellectual Property Rights

Other than the content you own, under these Terms, our company and/or its licensors own all the intellectual property rights and materials contained in our products and services.

You are granted limited license only for purposes of interacting with the material provided by our products and services.

Restrictions

You are specifically restricted from all of the following:

- Selling, sublicensing and/or otherwise commercializing any material;
- Using our products and services in any way that is or may be damaging to our company;
- Using our products and services contrary to applicable laws and regulations, or in any way may cause harm to our company, or to any person or business entity;

Your Content (User-Generated Content)

In these Terms and Conditions, "Your Content" shall mean any audio, video text, images, creations, feeds or other material you choose to contribute.

You as a user of our products and services you are solely responsible to comply with and not to violate any Intellectual Property rights for the content you contribute to. You own all Intellectual Property in your own original content you contribute. You must not upload or contribute any content not originally created by you or any content which is not properly licensed to you. Your Content must be your own and must not be invading any third-party's rights. Our Company reserves the right to remove any of Your Content from our products and services at any time without notice.

We especially inform you to comply with related regulations concerning personal rights when contributing photos, videos, screen shots etc. depicting human beings.

Don't upload or contribute with content that is illegal or prohibited by law.

By contributing Your Content to our products and services, you automatically grant our Company an exclusive, worldwide, irrevocable & perpetual, fully-paid, royalty-free, sub licensable license to use, modify, sell, reproduce, adapt, publish, publicly display, publicly perform, translate and distribute it in any and all media.

No warranties

Our products and services are provided "as is," with all faults and our Company express no representations or warranties, of any kind related to our products and services or the materials.

Limitation of liability

In no event shall our Company, nor any of its officers, directors and employees, as well as our partners and service providers shall be held liable for anything arising out of or in any way connected with your use of our products and services whether such liability is under contract. Our Company, including its officers, directors and employees as well as our partners and service providers shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of products and services.

Indemnification

You hereby indemnify to the fullest extent our Company from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Severability

If any provision of these Terms and Conditions is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms

Our Company is permitted to revise these Terms and Conditions at any time as it sees fit, and by using our products and services you are expected to review these Terms and Conditions on a regular basis.

Assignment

Our Company is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms and Conditions.

Entire Agreement

These Terms and Conditions constitute the entire agreement between our Company and you in relation to your use of our products and services, and supersede all prior agreements and understandings.

Governing Law & Jurisdiction

These Terms and Conditions will be governed by and interpreted in accordance with the laws of the Federal Republic of Germany, and you submit to the non-exclusive jurisdiction of the state and federal courts located in the Federal Republic of Germany for the resolution of any disputes.