

## Terms of use

for provision of video, article and image data  
as part of the BDH web application VDI 3805

Issue: February 2016

### **Preliminary remark:**

The BDH and the companies involved in this web application provide videos, product, image and catalogue data (hereinafter known as data) for use exclusively under the following conditions. The data are made available for this purpose via download from the webpages <http://www.vdi3805-portal.de> and <http://www.vdi3805-portal.com> (hereinafter known as the VDI3805 portal).

### **§ 1 Intended purpose**

The data on the VDI3805 portal may only be used for advertising purposes, for customer and product acquisition, product design and planning. To this end, the data may be imported, into the EDP system, copied and disclosed free of charge. With regard to disclosure, § 4 must also be observed.

### **§ 2 Right of use / scope of processed data records**

The user acquires simple, non-exclusive, revocable right of use over the data. The latter may solely be used for the purpose described in §1. The data may be used in online shops until revocation by the BDH or the company in question. Use of the data in social networks (e.g. Facebook etc.) requires the consent of the participating company.

The product and catalogue data may not be modified. The videos and image data may not be edited, by either photo compositing, photomontage or electronic means.

The BDH and the companies involved cannot accept any liability for the accuracy and up-to-dateness of the data. The user must check up-to-dateness.

We expressly reserve the right to change, amend and delete parts of this offer or the entire offer without separate announcement or temporarily or definitely discontinue the offer. Timely notification will be provided before the offer is deleted or discontinued.

### **§ 3 Rights over the data supplied**

The companies involved in the web application hereby assure that they hold the necessary legal position to grant the rights of use under § 2.

## **§ 4 Disclosure to third parties**

Disclosure of electronic data to third parties is allowed, provided that the user complies with the terms of use defined under § 1 and 2.

## **§ 5 Liability**

All persons involved in the VDI3805 portal endeavour to constantly ensure the accuracy, completeness and up-to-dateness of the information provided via the VDI3805 portal. No guarantee however is undertaken in this respect.

Any liability for damages and expenditure to which you may be entitled in connection with use of the VDI3805 portal is excluded, unless we are guilty of deliberate action or gross negligence.

If the user who has received data from third parties violates the rights of use according to § 2, the companies involved in the VDI3805 portal can claim damages for the damage incurred, which also includes legal defence and prosecution costs.

## **§ 6 User fee**

Provision of the VDI3805 portal including all data is free of charge. The user is not entitled, on his/her part, to demand a user fee for software or data from third parties. This also applies to downloaded data and their further use.

## **§ 7 Term**

These terms of use apply until revoked.

## **§ 8 Copyright notice**

The data provided within the context of the VDI3805 portal are protected by copyright. Any use outside the strict limits of copyright law without the consent of the author is prohibited and punishable by law.

## **§ 9 Final provisions**

Should any individual provisions of these terms of use be or become invalid, the validity of the remaining terms of use shall be unaffected notwithstanding. Modifications and amendments to the terms of use require being in writing. The place of performance and place of jurisdiction is Cologne. The Law of the Federal Republic of Germany solely applies with the exclusion of UN purchase rights.