

Beta software terms and conditions for panocms.de

Last updated: 30.04.2015

Background:

These Terms and Conditions create an agreement between you and Carsten Bonas, Chamer Str. 123, 94315 Straubing (hereinafter referred to by name or as "me", "I", "my", „mine“, „we“, „us“ „our“). These Terms and Conditions govern your use of the beta version of our Software **panocms** ("the Software"), provided as a Software-as-a-Service including any and all related components, website, documentation and tutorials.

1. Agreement

1.1 By accepting these Terms and Conditions and continuing to use this service and to download and install the related Softwarekomponents, you agree to be bound by these Terms and Conditions and hereby enter into a legally binding Agreement with us.

1.2 If you do not accept these Terms and Conditions, you will not be permitted to use this service and download, install or use the related Softwarekomponents.

2. Interpretation

2.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.1.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;

2.1.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.1.3 "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time

2.1.4 a Schedule is a schedule to these Terms and Conditions; and

2.1.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and

2.1.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.3 Words imparting the singular number shall include the plural and vice versa.

2.4 References to any gender shall include the other gender.

2.4 References to persons shall include corporations.

3. Licence and Use of Software

3.1 You are hereby granted a non-exclusive licence to use the software to these terms and conditions.

3.2 Provision of the software takes place over the internet. Transfer point for SaaS services is the router output of the data center used by me. This licence entitles you to

download, install and use the Software for testing and evaluation purposes.

3.3 You may not modify the Software in any way, reverse engineer, decompile or disassemble the Software, create derivative works based on the Software, reproduce the Software, resell the Software, sub-licence the Software.

3.4 You acknowledge us as sole licensor of the software and the associated copyrights. our rights as sole licensor also relate to extensions of the Software.

4. Disclaimer of Warranties and Liability

4.1 The Software is currently in development and is released solely for the purposes of testing. You hereby acknowledge that the Software is not a finished product and as such may contain defects. The Software is provided "as is".

4.2 We make no representation or warranty that the Software will meet your requirements, be of satisfactory quality, be fit for a particular purpose, be compatible with all computer systems, or will be secure.

4.3 You acknowledge that use of the Software may lead to data loss or other damage to your computer or the data held thereon.

4.4 You acknowledge that your use of the Software is at your own risk.

4.5 We shall not be liable for any direct, indirect, consequential or incidental loss or damage of any kind resulting from or relating to the Software or its use.

5. Software Updates

5.1 We may from time to time during the Beta Test Period release updates for the Software. The updates will be made available at www.panocms.de.

5.2 You are under no obligation to install updates, however it is preferred that you do so.

6. Support

No specific technical support is provided for the Software. We ask that you send emails in the normal manner and our Support Team will respond to you directly.

7. Reporting and Feedback

You should submit feedback via the 'Ask a Question' option in the tutorial page.

8. Data Protection

The Parties undertake, to keep secret the findings that were gained in the context of the contract subject matter - in particular, technical or economic data as well as other knowledge - and to use it exclusively for the purposes of the subject matter of the contract.

This does not apply to information that is publicly available or without unauthorized action or omission of the contracting parties are open to the public or because of a court order or a law must be made available.

If in the context of the subject matter, personal data must be processed, we and the customer will comply with the legal data protection regulations.

We have the customer in accordance with the Federal Data Protection Act (Act) indicated that customer data is stored.

9. Termination

9.1 Your licence to use the Software shall terminate at the end of your licence term.

9.2 We reserve the right to terminate prior to the end of the term if you commit a material breach of these Terms and Conditions.

9.3 We reserve the right to terminate the Beta Test Period at any time.

9.4 Any and all obligations which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Beta Test Period or your licence shall survive termination under this Clause.

10. Relationship of Parties

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between you and us.

11. Modification

11.1 We may modify the Software and / or these Terms and Conditions at any time. In the event that modifications are made, we will publish details of them on our website at panocms.de.

11.2 If you do not agree to be bound by any modified terms and conditions we may introduce, you should immediately cease using the Software upon publication of those terms and conditions.

12. Final Provisions

The place of performance is Straubing/Bayern. The sole place of jurisdiction for both parties is Straubing/Bayern. Solely the laws of Federal Republic of Germany shall apply. The contract, its supplements and amendments, as well as any modifications must be in written form.

Should a clause of the contract be or become ineffective, this shall not affect the validity of the contract as a whole. The contracting parties commit themselves to substitute the ineffective clause with one that most closely reflects the economic intention. The same applies if during the execution of the contract a loophole in it becomes obvious.