

# Terms of Use

**Welcome to Baumatic website. Please read these terms and conditions carefully before using this website. This website could be used only for information purpose. By using this site or downloading materials from this site you agree to be bound by these terms and conditions. If you do not accept these terms, do not use this website.**

## Use of site

Baumatic grants you a non-exclusive, non-transferable, limited right to access, use and display this site and the materials thereon. You agree not to interrupt or attempt to interrupt the operation of the site in any way.

Baumatic authorizes you to view and download the information ("materials") at site only for your personal, non-commercial use. This authorization is not a transfer of title in the materials and copies of the materials and is subject to the following restrictions: 1) you must retain, on all copies of the materials downloaded, all copyright and other proprietary notices contained in the materials; 2) you may not modify the materials in any way or reproduce or publicly display, perform, or distribute or otherwise use or communicate them for any public or commercial purpose; and 3) you must not transfer the materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use.

You agree to abide by all additional restrictions displayed on the site as it may be updated from time to time. This site, including all materials, is copyrighted and protected by worldwide copyright laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of this site and to prevent any unauthorized copying of the materials. Except as expressly provided herein, Baumatic does not grant any express or implied right to you under any patents, designs, trademarks, copyrights or trade secret legislation.

## User warranties

You represent and warrant that you will use the site in compliance with this Agreement including the laws and provisions under this Agreement and to comply with all existing and future site policies and rules. You agree that you will not use the site to: (1) transmit spam or unsolicited communications; (2) pretend to be Baumatic or someone else; (3) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the site; (4) misrepresent your affiliation with a person or entity; (5) act in a manner that negatively affects other users' ability to use the site; (6) engage in activities that would violate any applicable law, (7) post or transmit any material which violates or infringes in any way upon the rights of others or which is unlawful, abusive, defamatory, vulgar or otherwise objectionable or which contains any advertising or solicitation with respect to products or services or (8) collect or store personal data about other users unless specifically authorized by such users. If you do not comply with the aforesaid, you may not use the site, Baumatic shall not be legally bound by this Agreement, and reserves all its legal rights in relation to such non-compliance.

You further agree to defend, indemnify and hold harmless Baumatic, its affiliates and their respective officers, directors and agents from and against all claims and expenses, including attorney fees, arising out of the use of this Site.



# Terms of Use

## Changes

Baumatic reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement in whole or in part, at any time. Changes in this Agreement will be effective when notice of such change is posted on the site. Your continued use of the site after any change to this Agreement are posted will be considered acceptance of those changes.

Baumatic may terminate, change, correct any errors or omissions in any portion of the site, make any other changes to the site, the materials and the products, programs, services or prices (if any) described in the site, suspend or discontinue any aspect of the site, including the availability of any features of the site, at any time without notice. Baumatic may also impose limits on certain features and services or restrict your access to parts or the entire site without notice or liability. Baumatic may terminate the authorization, rights and license given above at any time and, upon such termination, you shall immediately destroy all materials.

## Acknowledgement of Intellectual Property Rights

You acknowledge that all intellectual property rights (including, but not limited to, copyright, patents, know-how, confidential information, database rights, and rights in trademarks and designs (whether registered or unregistered) in the Site are vested in Baumatic or its licensors.

## Information provided by you

The Privacy Policy associated with this site protects any personally identifiable information you may provide to Baumatic via this site. However, you should not send any confidential or proprietary information to Baumatic via the site. You agree that any information or materials that you or individuals acting on your behalf provide to Baumatic will not be considered confidential or proprietary. By providing any such information or materials to Baumatic, you fully assign and transfer to Baumatic all intellectual property rights in and to such information and materials and Baumatic is thereby free to use, reproduce, display, publicly perform, transmit, distribute, modify assign, and license such information and materials, and you further agree that Baumatic is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to Baumatic. You further warrant that you shall not provide any information or materials to Baumatic that is defamatory, threatening, obscene, harassing, or otherwise unlawful under whatever applicable law, or that incorporates the proprietary material of another. Baumatic reserves the right to, in its sole discretion, remove any information provided by you from the site.

## Personal Data Protection

Baumatic and its subsidiaries respect your privacy and are committed to protecting it. We have structured our websites so that, in general, you can visit Baumatic on the Web without identifying yourself or revealing any personal information, with exemption in specific cases. Baumatic will not sell, rent or lease your personal information to others. Baumatic uses personal information to understand better your needs and interests and to provide you with

# Terms of Use

better service. Once you choose to provide us with personal information, you can be assured it will be used only to support your customer relationship with Baumatic. We take seriously the trust you place in us. Processing and using personal information is in accordance with Consolidated version of the Personal Data Protection Act 101 of April 4, 2000, on the Protection of Personal Data and on Amendment to Some Acts ([www.uoou.cz](http://www.uoou.cz), reg.number 00030751).

In case of registration you automatically agree with using and processing of your personal information. Personal information will not be kept longer than necessary for providing the services, unless you ask us to delete them from our system.

## Use of software

You may not: (a) use any device or software capable of interfering with the operation of the site; or (b) take any action, which imposes a disproportionately large or unreasonable load upon the infrastructure of the site (such as sending mass emails - "spamming"), or (c) interfere or tamper with the software of the site or the functionality thereof. This includes putting material on the site, which is infected with viruses or other elements that may damage or interfere with the programming structure of the site.

## Chat rooms and other user forums

Baumatic may, but is not obligated to, monitor or review any areas on the site where users transmit or post communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such communications. Baumatic retains the right to remove messages that include any material Baumatic deems abusive, defamatory or otherwise unacceptable.

## Links to third-party Websites

Baumatic does not undertake to monitor or review Third Party Site Content nor is Baumatic responsible for the accuracy or reliability of any such third party web sites. Furthermore, Baumatic may provide on this site links to Web Sites operated by other entities. If you use these sites, you will leave this site. If you visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements.

Baumatic makes no warranty or representation regarding any linked Web Sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that Baumatic or this site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of Baumatic or any of its affiliates or subsidiaries.

## Linking to Baumatic site

All links to the Site should contain the name " Baumatic " and link to [www.baumatic.com](http://www.baumatic.com). The link, when activated by a user, displays that page full-screen in a fully operable and



# Terms of Use

navigable browser window. The appearance, position, and other aspects of the link may neither create the false appearance, nor be such as to damage or dilute the goodwill associated with the name and trademarks of Baumatic or its Affiliates. Baumatic reserves the right to revoke this consent to link at any time in its sole discretion.

## **Guidelines for linking to Baumatic's websites**

You may create links to this site from other sites, but only in accordance with the terms of the Guidelines for linking to Baumatic's websites and in compliance with all applicable laws:

A site that links to Baumatic's website:

- May link to but not replicate Baumatic content
- Should not create a browser or border environment around Baumatic content
- Should not imply that Baumatic is endorsing it or its products
- Should not misrepresent its relationship with Baumatic
- Should not present false information about Baumatic products or services
- Should not use the Baumatic logo without permission from Baumatic
- Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups

## Disclaimers

Although care has been taken to ensure the accuracy of the information on this site, Baumatic assumes no responsibility therefore. The materials may contain inaccuracies and typographical errors. Baumatic does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the site. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. All content is provided "as is" and "as available". Baumatic expressly disclaims any representations or warranties of any kind, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, non-infringement, or as to the operation of this site or the content. Baumatic does not warrant or make any representations as to the security of this website. You acknowledge any information sent may be intercepted. Baumatic does not warrant that the website or the servers which make this site available or electronic communications sent by Baumatic are free from viruses or any other harmful elements. All such representations, warranties and conditions are excluded except to the extent that law prohibits their exclusion.

## Limitation of liability

In no event shall Baumatic be liable for any direct, indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption) resulting from, arising out of or in connection with the use of, or inability to use this site or the content or out of or in connection with this agreement, even if Baumatic has been advised of the possibility of such damages. In addition to the terms set forth herein, in no event shall Baumatic be liable for any errors, inaccuracies or omissions contained in this site.



# Terms of Use

## Duty to mitigate losses

Without prejudice to limitation of liability set forth herein, you shall take all reasonable steps to mitigate your loss arising in relation to any claim or action (whether for negligence, breach of contract or otherwise), which you may bring against Baumatic.

## Notices

All references to "writing", "notices", and "notification" and all similar ends related expressions shall cover electronic methods of communication (for instance, e-mail) provided that the party relying on the communication retains acceptable evidence that the communication was sent and received.

## Exclusive remedy

If Baumatic does not comply with its undertakings under this Agreement, it shall either correct the non-compliance or, at its option, terminate this Agreement by prior notice, posted on this web site, to you. To the maximum extent permitted by law, this clause expresses your sole and exclusive remedy in relation to non-compliance by Baumatic.

## General

This Agreement constitutes the entire agreement between Baumatic and you with respect to your use of the site. Any cause of action you may have with respect to your use of the site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

## Third Party rights

Except as expressly provided in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms.

## Jurisdiction Statement

This site is controlled, operated and administered by Baumatic from its offices in Prague and in Liberec, The Czech Republic. Baumatic makes no representation that materials at this site are appropriate or available for use at other locations outside of the Czech Republic and access to them from territories where their contents are illegal is prohibited. If you choose to access this site from locations outside of the Czech Republic, you do so on your own initiative and are responsible for compliance with applicable local laws.

Baumatic may revise these Terms of Use at any time by updating this posting. You should visit this page from time to time to review the then-current Terms of Use because they are binding on you.

*Up-dating: May 2007*

