

Terms of Usage for the GTI Forum

Note: With your first log-in you expressly accept the subsequent terms of usage!

§ 1 Validity of the Terms

GTI Gesellschaft fuer technische Informatik mbH (Corporation for Technical Information Science, hereafter referred to as GTI) operates this forum exclusively on the basis of these terms of usage. Any terms, amendments or restrictions to the contrary that might possibly exist on the part of the user are hereby declared void, these remaining ineffective.

§ 2 Rules of Participation and Exclusions

(I) Use of the GTI forum within the context of a service agreement concluded with GTI is free of charge and non-binding, though subject to close observation of these terms of usage. All other users have guest status, therefore their charge-free access remains restricted to selected areas of the forum.

(II) In the context of the publication media made available by the operator, the user is permitted to transmit or publish e-mails or other messages, especially guest book entries, forum contributions, events or other messages that violate legal provisions, or are grossly offensive. Among the latter count, for instance:

1. messages whose contents violate the legal provisions of the Federal Republic of Germany and/or the joint rights of the European Union;
2. messages that violate the rights of any third party, such as e.g. industrial property rights (brands, copyrights) or personal rights in general, including the personal right of informational self-determination;
3. messages having pornographic contents, or, in particular, messages that violate the provisions of the Protection of Young Persons Act;
4. messages having racist, slanderous, insulting, violence-glorifying and/or discriminatory contents.

Equally, the transmission of e-mails and other messages having incorrect or manipulated sender- or recipient data is not permitted. The same applies to the transmitting and forwarding of messages having incorrect or manipulated contents.

(III) The operator reserves the rights to delete user-generated entries at any given time and without stating reasons, in particular in cases of violation of third party rights, as well as in cases of suspected infringements of civil- or criminal law. The same applies to cases of contents of offensive nature or in violation of public morals. There exists, however, no legal obligation for doing so. In addition, the access rights of offending users may be deleted or blocked without prior notification.

§ 3 Liability of the Operator

(I) The operator offers no warranty regarding the information and data of any third party. This applies in particular to the completeness, correctness, and inapplicability of third party rights, or the conformity with legal provisions or other binding regulations.

(II) The operator is under no obligation to respond to inquiries made in the GTI Forum. The assured reply to support-inquiries within one workday following reception of the inquiry as defined in the service agreement applies solely to messages communicated directly to GTI. However, GTI staff will make an effort to react as swiftly and constructively as possible to Forum contributions whenever this appears to be called for.

(III) The operator offers no warranty regarding the correctness, applicability or usability of the own contents.

(IV) The operator offers no warranty for the functional reliability of the systems he has made available. In particular, no warranty is offered regarding the transmission, the complete transmission and/or timely transmission of information, data, e-mails and other messages.

(V) The operator is under no obligation to maintain or to abstain from interrupting or changing, existing information, data and services. However, the operator will strive to inform users well in advance whenever he intends to drop or to discontinue any given electronic service.

§ 4 References and Links

(I) Liability will not become effective in cases of direct or indirect references to other internet pages (links) external to the operator's area of responsibility except whenever the operator has knowledge of the contents, and whenever it would be technically feasible and reasonable for the operator to prevent the use of unlawful contents.

(II) The operator has no influence on current and future design and contents of the interlinked pages. The operator therefore distances himself explicitly from all contents of such interlinked pages. The statement applies to all links

and references that are part of the own internet publication, as well as to outside entries in the guest books, discussion forums and mailing lists set up by the operator. The party offering such pages as have been referred to, that is, not the party referring to the respective publication via a link, is solely liable for illegal, incorrect or incomplete contents, and in particular for damages resultant from the use of information offered in this manner.

§ 5 Copyrights and Trademark Rights

The copyrights for published objects created by the operator himself is retained exclusively by the latter. Any reproduction or use of such images and texts in any electronic or printed publication is not permitted without the operator's express consent.

§ 6 Salvatory Clause

If any of the terms defined here are rendered ineffective in part or in whole this will not effect the effectiveness of the remaining terms. Rather, the parties assume the obligation to define a provision that will come closest to the intention, and that will take the place of, the term rendered ineffective.

§ 7 General Terms

(I) The seat of the operator will be agreed to be the place of jurisdiction, law permitting.

(II) The user exempts the operator upon first request from all claims raised against the operator in the context of actions originating with the user.

(III) These terms of usage are subject to the laws of the Federal Republic of Germany.