

Terms of Use for registered users

Article 1 Preamble

CADMAI Software GmbH (hereinafter referred to as CADMAI) enables persons to upload documents in form of files to an internet portal and add information to these documents.

For this purpose, the web site "portal.poi3d.com" (hereinafter referred to as POI3D) shall be used.

To upload content on POI3D, you first must accept the Terms of Use. You will then be granted access to your user space on POI3D.

Article 2 Usage Rights

By accepting these Terms of Use you are granted by CADMAI a simple, non-exclusive right to the usage of POI3D limited to the duration of the usage relation, as far as this is required for the usage as a registered user.

Article 3 Limitations of Actions/Individual Responsibility/Password

(1) Actions

You hereby undertake to limit the usage of POI3D exclusively to legal, harmless, non-political and non-commercial purposes. For this reason, in the following actions in particular are explicitly prohibited:

- Distribution of political postings, advertisement, chain mails, junk or mass mailings to CADMAI or other persons invited online,
- criminal or unlawful actions, such as the distribution of racist, religiously fanatic, hate propagating, violent or pornographic data, fraud, verbal abuse or harassment, sending of viruses or other unlawful data, that may impair the functions of POI3D,
- transfer or sale of usage rights to different users,
- disclosure or sending of any contents received from CADMAI or other persons via POI3D, with the intention of causing any damage or harm to other persons,
- unlawful collecting or disclosure of personal data of other persons invited online,
- pretending to be another person.

(2) Individual Responsibility for Contents

You shall be responsible for uploaded and downloadable documents, files, images, videos or other materials. You shall make sure, and assert hereby, that materials used in your user space do not infringe on copyrights, rights of ownership or other rights of third parties.

Apart from actions prohibited as stated above, you hereby assert not to make available to anyone in your user space any contents,

- that are of violent nature or contain links to web sites of adult or mature content,
- which you know to be incorrect or misleading,
- promoting illegal actions,
- that violate copyrights, rights of ownership or other rights of a third party, such as pirated computer software or links to such software,
- that show a picture of a person uploaded without the person's permission,
- promoting commercial activities, such as gambling, barter trade or pyramid schemes.

(3) Password

You shall treat your password as confidential. In particular, you shall not disclose the password to other persons or use the login data of another person invited online.

Furthermore, you shall not create several logins for yourself. All damages resulting from loss or misuse of the password shall be borne by you.

Article 4 Indemnity

You shall indemnify CADMAI from and against all claims and costs from third parties arising from a violation of the conditions stipulated in Article 3. CADMAI shall be entitled to demand advance payments for costs arising in such case.

Article 5 Your Other Obligations to cooperate or Information Obligations

You are committed to providing assistance for the following obligations to cooperation and information obligations:

- provision of an internet connection and a regularly checked e-mail address,
- performance of an adequate data backup of all documents, files, images, videos or other materials uploaded in POI3D, so that those can be restored with reasonable efforts by you,
- immediate report in case of prohibited actions or contents to CADMAI, as soon as knowledge of such actions or contents is gained,
- forwarding of error messages of POI3D to CADMAI.

Article 6 Duration of Usage Relation / Termination

(1) CADMAI and the project manager authorized to do so at their own discretion may terminate your usage relation at any time without giving a reason.

(2) With the end of the usage relation the usage right granted herein shall also be terminated.

(3) The right to extraordinary termination remains unaffected.

Article 7 Warranty / Liability

(1) Warranty

The statutory warranty provisions shall apply.

(2) Liability

CADMAI shall be liable without limitation according to statutory provisions, if the damage

- results from gross negligence or intention or
- if liability is stipulated under the Product Liability Act or
- if it is a personal injury.

Apart from the above, for culpable violation of essential contractual duties CADMAI shall only be liable for contract-typical damage and up to an amount of 250.00 Euros. Essential contractual duties are duties whose fulfilment allow a proper performance of the contractual agreements, and whose violation endanger the contractual intention. Further contractual claims or tort claims are excluded.

Article 8 Data protection

The statutory provisions on data protection, according to GDPR and German Data Protection Act, BDSG (neu), shall apply. Details are in the Privacy Policy for POI3D at poi3d.com/impressum/.

Article 9 End of the Usage Relation

Upon termination of the usage relation, you shall remove all documents, files, images, videos or other materials uploaded by you. If you do not fulfil this obligation, CADMAI shall be entitled to deleting these materials immediately and entirely after termination of the usage relation.

Article 10 Final Provisions

(1) Update of the Terms of Use

If the present Terms of Use are changed, the updated Terms of Use shall be considered accepted, if you do not object to the stipulated changes in writing by mail or e-mail to CADMAI within the next two months after receipt of the updated Terms of Use.

(2) Place of Jurisdiction / Applicable Law

The place of jurisdiction for all legal disputes arising from or in connection with the usage of POI3D for registered traders shall be Karlsruhe. The contract shall be governed and construed in accordance with German law, to the exclusion of United Nations Convention on Contracts for the International Sale of Goods (CISG).

(3) Severability Clause

If any provisions of these Terms of Use are held to be invalid, the validity of the remaining provisions shall remain unaffected thereof. The parties undertake to replace the ineffective provision by a new provision which has the same effect as the original provision

CADMAI SOFTWARE GmbH, Ottensooser Str 19a, 90482 Nürnberg/Germany, <http://www.cadmai.com>, Tel. / Fax: ++49-3212-1202 498, Email: info@cadmai.com, Registergerichtsnr.: HRB 18842 / RG Nürnberg, Steuer-Nr.: DE 241 123 00399, Ust-Ident-Nr.: DE221559943, Geschäftsführer Richard Brendel