

Terms of Use SCAYLE live stream

THESE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THE “LIVE STREAM EVENT SERVICE” (“**SERVICE**”).

BY ACCEPTING THESE TERMS OF USE, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS OF THESE TERMS OF SERVICE. IF YOU ARE AGREEING TO THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF USE, IN WHICH CASE THE TERMS “YOU”, “YOUR” OR “USER” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MUST NOT ACCEPT THESE TERMS OF USE AND MAY NOT USE THE SERVICE.

1. Access and restrictions

The use of the Service requires the registration of an account for the Service. Only natural persons of legal age or legal entities (through a representative), who are not consumers within the meaning of § 13 of the German Civil Code (BGB) are permitted to register. It is not permitted to create an account automatically. This includes, among other things, the use of automatic devices, scripts, robot, spider, crawler or scraper services. The mandatory information requested during registration must be provided in full and must be accurate.

You may not access the Service if You are a direct competitor of SCAYLE or ABOUT YOU, except with prior written consent. In addition, You may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

2. Use Restrictions

You shall not (a) make the Service and its content available to, or use the Service for the benefit of, anyone other than Yourself/Your company, (b) sell, resell, license, sublicense, distribute, rent or lease the Service or its contents, (c) use the Service or its content in a manner that violates applicable law or any applicable third party application terms, (d) use the Service to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of the Service or data contained therein, (f) attempt to gain unauthorized access to the Service or its related systems or networks, (g) permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Service, (h) copy (including filming, making screenshots or voice records) the Service or any content, part, feature, function or User interface thereof, (i) access the Service in order to build a competitive product or service or for other competitive purposes, or (j) use the Service to distribute text messaging “spam,” bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients who have not consented to such messages. SCAYLE and ABOUT YOU shall have the right (but not the obligation) in its reasonable discretion to refuse to use or remove Users that, in SCAYLE’s and ABOUT YOU’s violate any of these Terms of Use or any applicable law.

SCAYLE/ ABOUT YOU (and its licensors, where applicable) shall own all right, title and interest, including all inventions (whether patented or not), patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secrets, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world, in and to the Service and all modifications, extensions, customizations, scripts or other derivative works of the Service. SCAYLE/ ABOUT YOU owns all right, title and interest in the technical, performance, usage and operational data of its Service, which SCAYLE/ ABOUT YOU might use to analyze, improve, develop, support and operate the Service.

None of the above mentioned rights are granted to Users hereunder other than as expressly set forth herein, and SCAYLE/ ABOUT YOU (and its licensors, where applicable) reserve all rights not expressly granted herein.

3. Confidentiality

“Confidential Information”, with respect to a party (the “Disclosing Party”), shall designate all non-public confidential information in connection with the business of the Disclosing Party. SCAYLE/ ABOUT YOU and YOU shall comply with this Sect. 3 in the exchange of Confidential Information. For SCAYLE/ ABOUT YOU Confidential Information shall in particular mean the documents provided via the Service (unless provided for free use) and information about functions and pricings during the talks. Upon disclosure, Confidential Information shall be set for and/or identified as confidential, with the provision that information of which it was known, or under the given circumstances would have had to be known, to the party receiving this information (the “Receiving Party”), that the Disclosing Party regards it as confidential or protected, shall also be deemed as Confidential Information, even if it was not set forth or identified as such. The Receiving Party shall keep the Confidential Information secret and shall treat it with at least the same degree of care which the Receiving Party uses for protecting its own confidential information, but, however, with reasonable care. The Receiving Party shall use the Confidential Information only for exercising rights and for fulfilling duties in accordance with the respective Individual Contract. Confidential Information shall be disclosed only to those employees and contractors of the Receiving Party who have a need to know this Information.

The obligations under this Sect. 3 shall apply for two (2) years beyond the end of the respective Individual Contract.

Confidential Information shall not fall under this Sect. 3 to the extent that (i) it becomes generally accessible and such is not based upon any breach of this Sect 3.; (ii) it was known to the Receiving Party prior to the date of receipt and the Receiving Party was allowed to use the Confidential Information freely and without any duty of non-disclosure; (iii) the Receiving Party lawfully obtained the Confidential Information through a third party, who is neither employed by the Disclosing Party nor associated with its business enterprise in another manner, and who supplied this information to the Recipient Party voluntarily and lawfully; (iv) the Receiving Party can prove that this information was independently deduced by employees or personnel of the Recipient Party who had no access to the corresponding Confidential Information, and that no Confidential Information was used to deduce this Information; and/or (v) the Confidential Information has to be disclosed by operation of law or

a judicial decision, or disclosure is ordered by an authority having the right to do so for this purpose.

4. Warranty

Except as specifically provided herein, use of the Service provided by SCAYLE/ ABOUT YOU, including but not limited to the application services, is at User's sole risk. The Service is provided on an "as is" and "as available" basis. SCAYLE/ ABOUT YOU and its suppliers and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied indemnities and warranties of merchantability, fitness for a particular purpose, title, and non-infringement. SCAYLE/ ABOUT YOU does not warrant the accuracy, completeness, or usefulness of its Service, and User relies on such services at customer's own risk. Any material that User accesses or obtains through the Service, including User content, is done at User's own discretion and risk and User will be solely responsible for any damage to User's computer or loss of data that results from the download of any material through the Service.

Besides the above, the statutory warranty provisions as contemplated under § 600 of the German Civil Code (BGB) shall apply to the no-charge functions of the Service.

5. Liability

SCAYLE/ ABOUT YOU shall be liable to the extent provided by law for any damages which are caused by the no-charge functions of the Service.