

Terms of Use of Horus Freeware

Horus software GmbH, Pforzheimer Straße 160, 76275 Ettlingen, Germany ("Horus") has developed a freeware version of the standard software Horus ("Horus Freeware"). The User may download Horus Freeware from the website www.horus.biz and use it under the following conditions.

§ 1 Subject-Matter of Agreement

1. The download and use of Horus Freeware are free of charge for the User. Through the download of the software and the User's consent to these Terms, a contract will be brought about between Horus and the User on use of Horus Freeware. The agreement is a contract for a gift in the sense of Sec. 516 et seq. of the German Civil Code (BGB). These Terms alone apply. Other contractual terms shall not become part of the agreement even where Horus fails to raise an express objection to them.
2. The User will receive Horus Freeware solely in implementable form. The source code will not be provided. Clause 2(3) hereof applies to open-source software.
3. Horus Freeware includes online help. No other documentation will be provided to the User.

§ 2 Grant of Rights

1. Horus grants the User the non-exclusive and inalienable right to use Horus Freeware him/herself for his/her own purposes. Any other use, in particular the adaptation, dissemination and public making available of Horus Freeware is subject to the prior written consent of Horus. Sec. 69d of the German Copyright Act (UrhG) shall remain unaffected.
2. Horus may revoke the license granted under paragraph 1 above, for good cause. There is good cause, in particular, if the User uses Horus Freeware contrary to the terms of paragraph 1 above or otherwise commits a significant breach of these license terms.
3. Horus Freeware contains software components of third parties which fall under various open-source software licenses ("Open-Source Software Components"). Open-Source Software Components are governed exclusively by the provisions of the relevant open-source software licenses. A list of Open-Source Software Components used and of the relevant open-source software licenses is available in Horus Freeware under "Installation Details."

§ 3 Material Defects and Defects in Title, Damages, Compensation for Expenditure

1. Horus is liable for material defects and defects in title in Horus Freeware only if Horus has fraudulently concealed such a defect.
2. Apart from this, Horus is only liable in case of intent or gross negligence.
3. Horus may raise the defense of contributory negligence. The User shall, in particular, back-up data and avert malware in accordance with the current state of the art.

§ 4 Statute of Limitations

1. Claims for damages and for compensation of futile expenses shall become statute-barred in relations with businesses within one (1) year as of the start of the statutory limitation period. The statutory limitation periods alone apply in case of intent, gross negligence, injury to life, limb or health, and with regard to claims based on the German Product Liability Act (Produkthaftungsgesetz).
2. The statutory provisions on limitation alone shall apply to contracts with consumers.

§ 5 Data Privacy Protection

1. **Horus processes personal data of the User in accordance with the provisions of data privacy law applicable at any time and the data privacy declaration issued by Horus.**

§ 6 Final Provisions

1. The User may only make a set-off against claims that are undisputed by Horus or that have been established with final force. Except in the area of Sec. 354a of the German Commercial Code (HGB), the User may assign claims under the license agreement to third parties solely with the prior written consent of Horus. The User has a right of retention and the defense of non-performance solely within the present contractual relationship.
2. Amendments and supplements to these Terms of Use have to be in writing in order to be valid. E mail and fax will not suffice. The requirement of written form may only be waived in writing.
3. The law of the Federal Republic of Germany applies, to the exclusion of the UN CISG.
4. The exclusive venue for all legal disputes arising under or in connection with these Terms is the registered office of Horus where contracts with businessmen are concerned. Horus is also entitled to file an action at the general venue of the User.