

Terms of Use

mybat.bioacoustictechnology.de

State: November 2015



§ 1 General Terms

§ 1.1 These general terms of use (which are henceforth called “terms of use”) regulate the contractual relationship between bat bioacoustictechnology GmbH and you (henceforth called “user”) which contains the use for our cloud service mybat (henceforth called “mybat”).

§ 1.2 The user is accepting the terms of use by agreeing to these terms of use and therefore the user is entering into a contract with bat bioacoustictechnology GmbH (henceforth called “license agreement”), when registering. This license agreement regulates the use of our cloud service mybat.

§ 1.3 The registration data requested by bat bioacoustictechnology GmbH must be filled in correctly and completely. By registration, the user has to enter a user name, a e-mail-address and select a password. Never give your password to third parties. bat bioacoustictechnology GmbH will request this password never by phone, e-mail or any other means, only for login at mybat. Furthermore, you have to enter your full name and the delivered purchase code. bat bioacoustictechnology GmbH will not forward your entered data to any third parties.

§ 2 The services of mybat

§ 2.1 The cloud service mybat is an optional service from bat bioacoustictechnology GmbH, free of charge. The registration as a user for mybat is free of charge, too. bat bioacoustictechnology GmbH reserves the right to change mybat into a service subject to a charge.

§ 2.2 The cloud service mybat can be used only in connection with the acquisition of the bat monitoring device BATmode (henceforth called “BATmode”). The use of mybat is only a general possibility. bat bioacoustictechnology GmbH does not warrant the functionality nor the availability of mybat.

§ 2.3 bat bioacoustictechnology GmbH reserves the right to restrict its services temporarily. This may be required because of performing technical measures, limited capacity, security updates and integrity of the database and the website. In these cases bat bioacoustictechnology GmbH considers that this is justified and in the interests of the users.

§ 2.4 There are planned maintenance times to perform work on the cloud service, during which certain functions may not be reachable. This maintenance is required to keep the security and integrity of the service.

§ 3 Termination of mybat

§ 3.1 bat bioacoustictechnology GmbH reserves the right to stop mybat or individual services of mybat at any time. By termination of mybat, bat bioacoustictechnology GmbH will delete all account information immediately.

§ 3.2 If there are indications of infringements against these terms of use, bat bioacoustictechnology GmbH is authorized to delete your account on mybat and block you as a user of mybat.

§ 3.3 A deleted account on mybat cannot be restored. After blocking of an account, a re-registration is only possible with the explicit permission of bat bioacoustictechnology GmbH.

§ 3.4 There is always the possibility of deleting the account on mybat by the user himself.

§ 4 User responsibilities and user liability

§ 4.1 The user may not take any actions that can have a disproportionate strain on the servers of mybat.

§ 4.2 The user is obligated of attendance at registering, deleting or making any other changes in connection with the use of mybat.

§ 4.3 In case of culpably violation of one of the responsibilities of the user or legal regulations, the user is liable to bat bioacoustictechnology GmbH in accordance with statutory regulations. In case of liability claim by a third party, caused by a culpably violation by the user against the responsibilities of the user, the terms of use, the rights of third parties or statutory regulations, the user undertakes to indemnify bat bioacoustictechnology GmbH of all claims and liability claims of third parties. The cost for legal counsel, legal defense and court costs bears the user in that case.

§ 5 Liability

§ 5.1 The liability of § 44a of Telecommunications Law remains unaffected.

§ 5.2 The liability of the optional free cloud service mybat is borne in accordance with the regulations of the law of donations (§§ 516 et seq., German Civil Code, BGB).

§ 5.3 In the case that bat bioacoustictechnology exercises its right of termination the services of mybat, bat bioacoustictechnology bears no liability.

§ 5.4 In the case that the service of mybat is temporarily not available, bat bioacoustictechnology GmbH bears no liability.

§ 5.5 bat bioacoustictechnology GmbH does not guarantee that mybat will be free from attack, corruption, loss, hacking or other security intrusion. To this, bat bioacoustictechnology disclaims any liability.

§ 6 Final Regulations

§ 6.1 These terms of use are subject to the substantive law of the Federal Republic of Germany excluded the provisions that point to foreign law.

§ 6.2 bat bioacoustictechnology GmbH reserves the right to change the terms of use without stating reasons.

§ 6.3 Any changes to the terms of use will be sent to the user by e-mail, at least ten days before they take effect. The user can object to the changes of the terms of use within ten days after receiving the e-mail. In this case, the account information will be deleted when the changed terms of use take effect. If the user do not object, the changed terms of use are deemed to be accepted.

§ 6.4 Should one regulation of the terms of use be invalid, the other terms remain unaffected. The invalid regulation will be replaced by another regulation that approaches most closely the intent of the invalid regulation. This also applies for any loopholes that may be found.