

Retarus Fax for Outlook Add-In

Terms of Use

The use of the software *Retarus Fax for Outlook Add-In* (hereinafter: the “App”) is governed by these Terms of Use (hereinafter: the “Terms”). These Terms apply between the corporation using Retarus Mail-to-Fax (Outbound) and/or Mail-to-Fax (Inbound) (hereinafter: Retarus Fax Services) to whom the App is made available (hereinafter: “You” or “Customer”) and retarus GmbH (hereinafter: “Retarus”); (“You” or “Customer” and “Retarus” hereinafter collectively: “Parties”). By installing, accessing or otherwise using the App, you accept these Terms. If You do not agree to these Terms in full, do not install, access or use the App.

1. Retarus grants the Customer a non-transferable, non-exclusive right to use the App only during the term of a contractual agreement regarding Retarus Fax Services (such agreement hereinafter: the “Service Agreement”). Customer may use the App solely for internal business purposes in the context of Retarus Fax Services and during the term of a respective Service Agreement. Affiliated companies (as defined by §§ 15 ff. of the German Stock Corporation Act // Aktiengesetz) are only authorised to use the service if they are likewise authorised to use the Retarus Fax Services under the above-mentioned Service Agreement.
2. The Customer must ensure that its use of the App is at all times compliant with all applicable laws and regulations.
3. The Customer must not (and is not licensed to):
 - copy, modify, reverse engineer, decompile, or disassemble the App, or attempt to do so;
 - install or use any third-party software or technology in any way that would subject Retarus’ intellectual property or technology to any other license terms;
 - work around any technical limitations in the App or restrictions in Documentation;
 - upgrade or downgrade parts of the App at different times;
 - use the App for any unlawful purpose;
 - use the App in any way that intentionally harms services provided by Retarus or a third party, or impairs anyone else’s use of such services;
 - use the App to try to gain unauthorized access to any service, data, account or network by any means;
 - transfer parts of the App separately; or
 - distribute, sublicense, rent, lease, or lend the App, in whole or in part, or in any other way make available the App to a third party.
4. The Customer acknowledges, *inter alia*, because of the provision of the App free of charge, that the Customer uses the App at its own risk.

5. The App is provided to the Customer “as is”. In particular, without limitation, Retarus does not warrant that
 - the App will meet Customer’s requirements or expectations;
 - the App will be free of bugs, errors or other defects, up-to-date, complete or reliable;
 - the App will be available uninterruptedly and/or until the end of the term of the Service Agreement;
 - the App will be compatible with any software or systems used by Customer;
 - any errors in the App will be corrected or any software maintenance will be provided.
6. Customer will control access to and use of the App by End Users and is responsible for any use of the App that does not comply with these Terms of Use.
7. The Customer further acknowledges that Retarus shall not be liable for damages or losses of any kind which may result from or in connection with the use of the App or the attempt to use the App. However, such exclusion of liability shall not apply if and to the extent that damages were caused by Retarus’ willful misconduct or gross negligence.
8. Retarus reserves the right to stop provisioning and/or supporting the App at any time for any reason.
9. After the expiration of the right to use the App, the Customer shall immediately delete the App from his systems and, upon request of Retarus, submit proof of this.
10. The Customer will, upon first written demand, indemnify and hold Retarus harmless from and against any third party claims resulting from Customer’s use of the App and/or from any person’s use of the App to whom Customer possibly makes the App available.
11. Except for the rights of use expressly granted under these Terms, Retarus retains all rights, titles and interests in and to the App, and all intellectual property therein.
12. Where applicable, the Parties shall comply with the requirements of all relevant data protection regulations, as already agreed in the above-mentioned Service Agreement.
13. These Terms shall be governed by the laws of Germany. The Parties irrevocably consent to jurisdiction and venue in the Courts of Munich, Germany.