

Terms & Conditions

OVERVIEW

This website is operated by openUC2 GmbH. Throughout the site, the terms "we", "us" and "our" refer to openUC2 GmbH. openUC2 GmbH offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms and Conditions", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are visitors, vendors, customers, merchants, and/or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our site. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, do not access the site or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools that are added to the current store shall also be subject to these Terms of Service. You can review the most current version of the Terms of Service at any time at this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to periodically check this page for any changes. Your continued use of or access to the site after any changes are posted constitutes acceptance of those changes.

Our store is hosted on Odoo S.A.. Odoo provides us with the online e-commerce platform that enables us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your jurisdiction of residence, or that you are the age of majority in your jurisdiction of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You may not transmit any worms, viruses or any other code of a destructive nature.

The breach or violation of any of these Terms will result in an immediate termination of your Service.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your information (not including credit card information), may be transferred unencrypted and may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connected networks or devices. Credit card information is always encrypted when transmitted over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information is not necessarily current and is provided for your reference only. We reserve the right to change content on this site at any time, but we are under no obligation to update any information on our site. You agree that it is your responsibility to monitor any changes to our site.

SECTION 4 - CHANGES TO SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

Odoos will not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES

Certain products or services may be available only online through the website. Such products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear on the store. We cannot guarantee that your computer monitor will display every color correctly.

We reserve the right, but are not obligated, to limit the sales of our products or Services to certain persons, geographic regions or jurisdictions. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any product or service that we offer. All descriptions of products or product pricing are subject to change at any time without notice and at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for a product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole discretion, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Please review our Return Policy for more details.

SECTION 7 - ADDITIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You agree that we provide access to such tools 'as is' and 'as available' without any warranties, representations or conditions of any kind and without any endorsement. We will have no liability whatsoever arising from or relating to your use of additional third-party tools.

Any use of additional tools offered through the site is at your own risk and discretion and you should ensure that you are familiar with and agree to the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the site (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD PARTY LINKS

Certain content, products and services available through our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services.

We are not liable for any harm related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please read carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, reproduce, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and will be under no obligation to (1) keep comments confidential, (2) pay any compensation for comments, or (3) respond to comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy or personality rights, or other personal or proprietary rights. You further agree that your comments will not contain libelous, defamatory or otherwise unlawful, abusive, hateful or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website or application. You may not use a false e-mail address, impersonate any person, or mislead us or third-parties as to the origin of any comments. You are solely responsible for your comments and their accuracy. We are not responsible or liable for any comments posted by you or any third party.

SECTION 10 - PERSONAL INFORMATION

The submission of personal information through the store is governed by our Privacy Policy. Please read our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be typographical errors, inaccuracies or omissions on our website or the Service that may relate to product descriptions, pricing, promotions, offers, product

shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. Any specified update dates provided in relation to the Service or on any related website should not be taken to indicate that all information in relation to the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful activity; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe or violate our or others' intellectual property rights; (e) to harass, abuse, insult, harm, defame, slander, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to transmit false or misleading information;

(g) to upload or transmit viruses or any other type of malicious code that will in any way affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track personal information of others; (i) to spam, phishing, pharming, pretexting, spidering, crawling, or scraping; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or of any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website if you violate any of the prohibited uses.

SECTION 13 - DISCLAIMER; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or discontinue the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, title, or non-infringement.

In no case shall openUC2 GmbH, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss,

claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), or strict liability or otherwise arising from your use of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless openUC2 GmbH and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms and Conditions is found to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions shall survive termination by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any provision of these Terms of Service, we may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination and/or we may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, and supersede any prior or contemporaneous

agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Hans-Knöll-Str. 6, Jena, Thuringia, 07745, Germany.

SECTION 19 - CHANGES TO THESE TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page (<https://openuc2-gmbh.odoo.com/conditions>).

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to periodically check our website for any changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be directed to us at sales@openuc2.com.