

# TERMS AND CONDITIONS OF ACCESS TO AND USE OF TELAIR'S TECHNICAL PUBLICATIONS WEBSITE

## **NOTICE:**

**BY ACCESSING AND USING THIS WEBSITE OR DOWNLOADING MATERIALS FROM THIS WEBSITE, YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE, DO NOT ACCESS OR USE THIS WEBSITE, OR DOWNLOAD MATERIAL FROM IT.**

## **1. PURPOSE**

The purpose of these Terms and Conditions is to define the terms and conditions of your access to and use of the TELAIR Technical Publications Website (the "Website").

These Terms and Conditions and any other document incorporated by reference therein shall be considered as one and the same document to form the entire agreement between TELAIR and you with respect to your access to and use of the TELAIR Technical Publications Website.

## **2. REGISTRATION, ACTIVATION, SIGNATURES AND PASSWORDS**

To enroll as a recognized TELAIR Technical Publications Website customer, you must

- complete the registration information requested by TELAIR
- agree to the terms of these Terms and Conditions
- be an existing approved customer of TELAIR

As part of the registration process, you will provide TELAIR with your E-Mail address that will serve as your User Name for the Website Login.

Upon TELAIR's confirmation of your eligibility to become a recognized TELAIR Technical Publications website customer and your acceptance of these Terms and Conditions by sending the signed registration form, you will receive from TELAIR's administration your personalized access data via E-Mail. The initially provided Password may be maintained or changed within the accepted parameters, whereas the User Name is your E-Mail address, provided at the time of registration.

You will immediately notify TELAIR in the event your User Name or employees' Passwords are lost or disclosed to any unauthorized person or in the event any employee who possesses a Password leaves your employment. If you fail to so notify TELAIR, you will continue to be held responsible for any such unauthorized access to the Website and the Technical Publications through the use of the User Name and Passwords.

To access the Technical Publications via the Website, you must log-in to the Website using your User Name and Password. The use of your User Name and Password to log-in to the Website is deemed for all purposes to constitute your acceptance to these Terms and Conditions.

## **3. RIGHT TO RESTRICT, SUSPEND OR TERMINATE ACCESS**

TELAIR shall be entitled, at any time, without prejudice to its other rights and without prior notice, to restrict, suspend or terminate access to the Website or any of its materials, including the Technical

Publications, to any or all designated users and/or administrators, for any reason in its sole discretion, including but not limited to the non-compliance with any provision of these Terms and Conditions, and/or any applicable laws and regulations, or should TELAIR fear such access may harm and/or violate confidentiality and/or security provisions and/or result in an illegal situation on whatever grounds.

Telair reserves the right to monitor all downloads from the Website.

#### **4. ACCESS REQUIREMENTS**

You shall, at your own cost, expense and liability, procure, install and maintain the equipment, software, services and testing necessary to access the TELAIR Technical Publications Website. In addition, you shall be responsible for the cost and expenses of any communication or internet service provider with you contract for purposes of accessing the TELAIR Technical Publications Website.

The following Plug-ins must be installed with your Web Browser:

- Adobe Flash® Player, V 9.0.115 or higher
- Adobe Reader®, V 8.1 or higher

#### **5. USE AND LIMITED LICENSE**

The TELAIR Technical Publications Website and its contents may be used for informational purposes only.

The TELAIR Technical Publications Website, including all of its contents, is copyrighted material, owned or controlled by TELAIR and contains TELAIR's name, trademarks, service marks, trade names, and other TELAIR intellectual property. TELAIR authorizes you to view and download the contents of the Website solely for your use in learning about, evaluating or obtaining TELAIR's products or services. You shall not alter or delete the Website or any of the materials on the Website, including any copyright and other proprietary notices contained therein. TELAIR's permission to access and view the materials is not a transfer of title to the materials, and no other rights are granted to you, to upload, alter, modify, transmit, distribute, or publicly display the materials on the Website or under any copyright, trademark, service mark, trade name or other TELAIR intellectual property.

The Website and its contents shall not be used for any purpose other than for which they are supplied hereunder.

#### **6. LINKING AND THIRD-PARTY SITES**

You are not permitted to hyperlink to TELAIR's icons, Website address or any page in TELAIR's Website. TELAIR also is not responsible for any hyperlinks to its icons, Website or any page in the Website. TELAIR's Website may from time to time provide links to websites operated and maintained by others. TELAIR makes no representation or warranty regarding the accuracy, timeliness, suitability or any other aspect of the information located on such websites and neither monitors nor endorses such websites or the contents. Any links to other websites are merely provided as a convenience to the user of this site.

#### **7. ACCESS TO PASSWORD PROTECTED PAGES**

Access to and use of areas of the TELAIR Website requiring a password is restricted to authorized users only. Unauthorized persons attempting to access these areas may be subject to prosecution.

## 8. RIGHT TO CHANGE SITE

TELAIR may modify, add, rename, change or improve the Website and the contents therein, including the terms and conditions of your use of the site. Your continued use of the Website after such changes are made will be considered acceptance of those changes.

## 9. PRIVACY

You shall comply at all times with your obligations under any applicable laws, including local law, with regard to data protection principles, including any personal data files or personal data, automated processing systems, and shall inform TELAIR of any information system evolution which could affect such obligations.

In addition, access to certain of TELAIR's web pages requires a login and password. Your identifying information used on these pages may be retained by TELAIR to verify compliance with these Terms and Conditions, or allow you to access specific account information. TELAIR takes reasonable steps to protect the identifying information that you provide to us.

Finally, TELAIR may from time to time use a technology called cookies in order to track the web pages you have visited. This technology is exclusively used to avoid hacker attacks on TELAIR's property. In order to access the Website, you will therefore need to set your browser to accept cookies.

## 10. NO WARRANTY/LIABILITY; DISCLAIMER

**THE TELAIR TECHNICAL PUBLICATIONS WEBSITE AND THE INFORMATION AND MATERIAL CONTAINED IN THE WEBSITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS." ERRORS, OMISSIONS AND INACCURACIES MAY BE CONTAINED IN THE WEBSITE AND ITS INFORMATION AND MATERIALS. TELAIR MAKES NO, AND DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR TITLE, WITH RESPECT TO ITS WEBSITE AND THE INFORMATION AND MATERIALS CONTAINED ON IT.**

**IN NO EVENT SHALL TELAIR, ITS PARENT, OR ANY OF THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES BE LIABLE TO ANY ENTITY OR PERSON FOR ANY LOSSES, EXPENSES, INJURIES, OR DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF OR RELATED TO THE ACCESS OR USE OF THIS WEBSITE, ITS CONTENTS AND MATERIALS, ANY LINKED WEBSITE, OR THE USE OR INABILITY TO USE THE WEBSITE, OR ANY LINKED WEBSITE, OR THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE, OR ANY LINKED WEBSITE, EVEN IF TELAIR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES, OR INJURIES, AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION.**

## 11. DURATION / TERMINATION

These Terms and Conditions enter into force as from the execution date. TELAIR is entitled to terminate the Website (including access to its contents), or these Terms and Conditions, at any time in its sole discretion and without liability to you. Upon termination, for whatever reason, of whole or part of the Website, or the Terms and Conditions, you shall immediately, at TELAIR's discretion, cease to have access to the Website, including its contents, return or destroy the Passwords as well as any and all materials, including Technical Publications provided through the Website.

## **12. EXPORT COMPLIANCE**

TELAIR is undertaking all necessary measures for compliance with national or international rules and regulations regarding foreign trade or embargos (and/or other sanctions). It is essential that you - insofar as you have access to or possession of any of our items, including goods, technology, technical publications - undertake to comply with applicable export laws, including to refrain from the following transactions under all circumstances:

- Transactions involving persons, organizations or institutions listed on sanction lists under the EC-Regulations and/or relevant national export control laws and regulations.
- Illegal transactions involving embargoed countries.
- Transactions in violation of applicable law, including those for which the required government authorization is not granted.
- Transactions related to nuclear, biological or chemical weapons or transactions related to military end-use without the required authorization.

## **13. GOVERNING LAW**

The Website and its contents are maintained at TELAIR's headquarters in Miesbach, Germany. TELAIR makes no representation that the Website or any content is appropriate or available for use in any other jurisdiction. You are responsible for compliance with all applicable laws and regulations, including the applicable export laws and regulations. These terms of use shall be governed by the laws of Germany, without giving effect to its conflicts of law provisions.

## **14. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between you and TELAIR with respect to your access to and use of this Website and its contents. Any provision of these Terms and Conditions prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the Terms and Conditions and rendered ineffective so far as is possible without modifying the remaining provisions. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by you to the fullest extent permitted by such law, with the result that the provisions of these Terms and Conditions shall be a valid and binding and enforceable in accordance with its terms. TELAIR reserves the right to replace, so far as practicable, any provision which is prohibited, unlawful or unenforceable with another provision having substantially the same effect (in its legal and commercial content) as the replaced provision, but which is not prohibited, unlawful or unenforceable. The invalidity in whole or in part of any provisions of these Terms and Conditions shall not void or affect the validity of any other provision.