



General Terms of Use for the Websites of the Cortado AG

Before visiting and using any of the Websites of the Cortado AG, represented by the Chairman of the Board of Directors Carsten Mickleit, Alt-Moabit 91 b, 10559 Berlin, Germany (hereinafter referred to as “**Cortado**”), please read the following General Terms of Use (hereinafter referred to as “**GTU**”). The GTU apply to any and all websites registered to Cortado, regardless of the name “Cortado” being part of the web-address. You automatically declare your consent and compliance with the GTU upon access to and use of such websites. If you, however, disagree with the GTU, please refrain from accessing and using any of Cortado’s websites and their contents.

1. Subject Matter of the GTU

1.1 The GTU exclusively define the terms and conditions under which Cortado provides its websites to internet users and the terms under which said users may access and use such websites.

1.2 The GTU apply to every connection established to any of Cortado’s websites.

1.3 Cortado reserves the right to modify or add contents to its websites and the elements presented therein at any time without previous announcement.

2. Access to the Service

2.1 Cortado’s websites may be accessed at any time all around the clock, except in cases of force majeure or events beyond the control of Cortado and in cases of any arising disruptions or maintenance procedures required for orderly function of the websites.

2.2 All rights granted to internet users by Cortado are not transferable.

3. Intellectual Properties

3.1 Any and all contents of Cortado’s websites, including but not limited to data, information, logos, brands, logotypes, texts, and illustrations and their arrangement on Cortado’s websites are subject to all available national and international copyright law and other laws regarding intellectual property. In particular all rights regarding the contents and design of Cortado’s websites are strictly reserved by Cortado AG. Information and images offered on the website are copyrighted as follows: © 1999-2015 Cortado AG, All Rights Reserved.

3.2 Any and all complete or partial copy, reproduction, modification, replay, display, transfer (in electronic or any other form), any type of access to third parties, including any and all adaptation, distribution, or any other use of any and all content of Cortado’s websites (including all texts, images, graphics, audio and video files) for public or commercial purposes, regardless of the methods used, is prohibited without previous express written consent from Cortado.

3.3 Links to Cortado’s websites, however, are at all times possible and welcome as long as these links are incorporated with suitable information to and consented by Cortado in advance. Cortado’s websites may contain links to websites controlled by third parties other than Cortado. Cortado is not responsible and does not endorse or accept any responsibility for the contents of such third parties’ websites. Cortado provides such links for the users’ convenience only.

4. Use of Contents

4.1 Contents taken from Cortado’s websites may not be copied, reproduced, published, downloaded, sent or transferred, or sold save for saving on the user’s private computer for personal, non-commercial use. References to property rights to Cortado’s websites must be included at all times. Any modification of said contents and its use for any other purpose constitutes an infringement of Cortado’s property rights. The use of said contents on another website or within a computer network is prohibited.

4.2 Cortado reserves the right to claim for damages resulting from infringement, if user infringes or violates any of Cortado’s rights as stipulated in 4.1.

5. Limitation of liability

5.1 Cortado shall not be liable for any and all material or immaterial damages and consequential damages arising from the use of the provided information, regardless of how such damages were caused, except if internet user can prove that said damages have been caused by gross negligence or intent by Cortado.

5.2 Data and information published via Cortado’s websites are always provided “as is” without any express or implied guarantee of any kind. In particular, no guarantee can be assumed for the function, up-to-dateness, accuracy, completeness, or quality of the information on Cortado’s websites (either of Cortado or of third authors), the links, and particularly the information on linked internet sites of third parties (including lawfulness of their respective contents). Rights to the websites of any third party as well as accountability for their contents and design are exclusively reserved by the third party; Cortado has no influence on third parties’ websites. The opinions of users as expressed or stated in any forums of the Cortado websites (including without limitation the Support Forum) do not necessarily state or reflect those of Cortado. Cortado expressly dissociates from such statements and opinions.

5.3 Cortado assumes no guarantee or liability that internet user’s computer remains free of damages and/or computer viruses. User is solely responsible for protecting his data and/or software against infection by computer viruses circulating in the internet.

6. Jurisdiction and Applicable Law

6.1 Place of jurisdiction for any and all disputes arising from the GTU or Cortado’s websites, insofar as legally permissible, shall be the seat of Cortado AG in Berlin (Germany). The GTU and Cortado’s websites are construed in accordance with the law of Germany. By accessing and using any of Cortado’s websites, user expressly declares his/her agreement with the jurisdiction clause.



- 6.2 If one or more of the provisions of the GTU should be or become illegal, invalid, or for any other reason in-applicable, this does not affect the validity and applicability of the remaining provisions of the GTU.

D-Berlin, January 2015
Cortado AG