

## **Licence and Terms of Use for Ordering Software from Bookfactory Bubu AG (End User Licence Agreement)**

### **Scope**

The following licence terms and conditions of use apply to the installation and use of the ordering software from Bookfactory Bubu AG for processing your images, designing photo products and placing orders for photo products (hereinafter uniformly referred to as "software"). All orders and other business transactions in connection with our products and services are subject to our General Terms and Conditions (GTC) in their respective current version. By confirming and subsequently using the Software, you declare your agreement with these Terms and Conditions of Licensing and Use as well as our General Terms and Conditions. If you do not agree with these conditions or disregard them, you are not (further) entitled to use the software.

### **Licensing and usage conditions**

The software, as well as the underlying object and source code, including all related rights (property rights), such as copyrights, brands, trademarks, patents, know-how and developments are the property of Bubu AG (Switzerland). You are only permitted to use the software to the extent expressly permitted by these licence and usage conditions. As a user, you have no claims with respect to the object and source code on which the software is based and you are not entitled to modify, reverse engineer, develop, decompile, disassemble, distribute, sell, lend or lease the software or the underlying object and source code in whole or in part or to make any commercial use of the software.

We grant you a revocable, non-exclusive, non-exclusive, non-exclusive license to use the Software in accordance with these License and Use Terms. The licence only allows you to edit your image files on your computer or mobile device (e.g. tablet or smartphone) and to order and transfer the digital images to Bubu AG.

The software is provided to you in its current state as a non-binding and free service for your personal convenience. We do not guarantee that the software will meet all your requirements and expectations, nor do we guarantee that the execution of online orders using the software will be uninterrupted and always error-free at all times.

You bear full and sole responsibility and liability for the (image) files transferred by means of the software. You undertake not to upload any criminal or otherwise generally or in relation to third parties illegal content and data and not to use any programs containing viruses or other malware in connection with the software.

In order to be able to use the software provided by us, you must have certain terminal devices (hardware), software and a data connection (e.g. LAN, W-LAN, mobile data), otherwise you will not be able to download and/or fully use our software. You are solely responsible for the costs incurred by your internet and/or mobile phone service provider and any other fees and taxes associated with the download or use of our Software. Likewise, you are solely responsible for the security (virus protection, etc.) as well as for maintaining the security of your end devices (e.g. PC, tablet, smartphone) through which you use our Software.

During the actual transmission of the order data, anonymous system information and statistical data relevant to us are also transmitted to our servers in addition to the order data. These data serve to make our offer more user-friendly, effective and secure.

This agreement is made for an indefinite period of time and can be terminated by all parties at any time. Upon termination of the agreement you are obliged to immediately delete the software from all data carriers on which it is stored or to destroy the same data carriers.



## **Changes**

The author is entitled to update these general guidelines and conditions at any time. You accept that you will be bound by the new general terms and conditions from the time you receive notification of such a change.