



General Terms of Use for the Websites of the Cortado AG

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- 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: © 1999-2008 Cortado AG, All Rights Reserved.
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without previous express written consent from Cortado.

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- 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 infor-



mation 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 inapplicable, this does not affect the validity and applicability of the remaining provisions of the GTU.

D-Berlin, August 2011
Cortado AG