

## **Terms of use for FUJITSU websites**

We are glad, that you have found your way onto a FUJITSU website (hereafter referred to as: "FUJITSU Web Site"). We hope, that you will profit from what we have to offer and that you will find many suggestions for shaping your private or professional IT-environment. Please take a little time to read the following thoroughly. If you like, you can save or print this text via mouse-click.

### **1. General**

Any and all use of the FUJITSU Web Site, is subject to these Terms of Use. FUJITSU reserves the right to amend, modify or replace these Terms of Use at any time and without further notice. Upon logging-in, or where a log-in is not required, on accessing or using the Web Site, you are accepting these Terms of Use in their current version as basis for the use of this Web Site. Any use of the FUJITSU Web Site is at your own risk.

### **2. Accessibility of FUJITSU Web Site**

user acknowledges that FUJITSU expressly excludes any liability for the continuous availability of the Web Site. FUJITSU additionally reserves the right to fully or partly stop operating and/or providing this Web Site or limit the access to it at any time and without further notice.

### **3. Use of the FUJITSU Web Site**

All information made public by FUJITSU will be provided for the user – unless stated otherwise – free of charge. Every user may use and document the offered information for his/her own personal needs. Any other use of the information, especially any type of replication, alteration, or integration in any type of publishing or advertisement of any type is only permitted with prior consent of FUJITSU or the particular owner of the information. FUJITSU specifically draws attention to the fact that contents and information can be subject to protective rights; any such protective rights (esp. names and trademarks) shall remain property of FUJITSU at all times. In this regard, please be informed hereby that neither this Web Site, nor any material contained therein shall in any way grant or be taken to grant any person a license to FUJITSU's intellectual property, including its patents, trademarks and copyrights.

In addition, while accessing and or using the FUJITSU Web Site the user shall ensure not to engage in any of the following activities: - breach public morality in its manner of use; - violate any intellectual property right or any other proprietary right; - upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data; - transmit, store or upload hyperlinks or contents to which the user is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or - distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the user shall not solicit or request the participation in any lottery, snow-ball system, chain letter, pyramid game or similar activity Furthermore, FUJITSU shall not be liable for any damages, which result from any misconduct of the user with the information supplied.

### **4. Copyright Notice**

Copyright 2014 FUJITSU. All Rights Reserved. The text, images, graphics, sound files, animation files, video files and their arrangement on FUJITSU's Web Sites are all subject to copyright and other intellectual property protection. These objects may not be copied for commercial use or distribution, nor may these objects be modified or reposted to other sites. Some FUJITSU's Web Sites also contain material that is subject to the copyright rights of its providers.

### **5. No Warranties or Representations for Content**

All information on this Web Site is provided by FUJITSU "as is" and to the extent permitted by law, is provided without warranty of any kind, expressed or implied, including but not limited to any implied warranties of merchantability, fitness for any particular purpose, or non-infringement. While all information provided is believed to be accurate, it may include errors or inaccuracies. As far as content on this Web Site originates from a third party, it has been adopted without any alteration.

Every user is responsible to check whether the information provided on this Web Site is correct, complete, and/or up to date, irrespective if it originates from FUJITSU or a third party.

FUJITSU's liability for any damages due to incorrectness, incompleteness, or missing actuality of the information supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied information by the user, shall be limited to gross negligence or intentional behavior of FUJITSU. FUJITSU shall not be liable for the quality, actuality, correctness, or completeness of any third party information expressly provided on the FUJITSU Web site as third Party information, including any information supplied by any of the sales partners.

## **6. Links / Contents and Information on Third Party Web Pages**

The FUJITSU Web Site may also contain Links and references to the web site of third parties. FUJITSU shall have no liability for the contents of such web sites and does not make representations about or endorse such web sites or their contents as its own, as FUJITSU does not have control over the information or contents on such web sites.

## **7. Linking to a FUJITSU site**

In some cases you may create links who point from other websites to FUJITSU's Web Site, but this is allowed only in line with the following terms and in compliance with all applicable laws.

Absent FUJITSU's written authorization otherwise, a web site that links to this Web Site:

- a. may link to, but shall not replicate, any materials (including any logos and graphics from FUJITSU);
- b. shall not create a browser or border environment around any materials;
- c. shall not imply that FUJITSU endorses such web site or any products, services, or content available through such website;
- d. shall not misrepresent its relationship with FUJITSU;
- e. shall not present false or misleading information about FUJITSU, its products, its services and partners;
- f. shall not contain content that could be construed as distasteful, offensive, or controversial; and
- g. shall contain only content that is appropriate for all age groups.

## **8. Software Download**

If software should be offered for download by FUJITSU, any and all use of such software shall be subject to the relevant license conditions of the legitimate supplier or the particular manufacturer (license agreement). These terms will be transferred together with the software and/or are obtainable from the manufacturer/legitimate supplier of the software. In general user will not be able to install such software, before or without accepting the relevant licensing terms and conditions provided. Software offered for download will in general be exclusively intended for private use or testing purposes only. Any other use may and will be pursued according to criminal and civil law. Mandatory user rights shall remain unaffected within the particular scope of law as applicable in a respective territory. FUJITSU is not liable for damages, which result directly or indirectly from using downloaded data file.

## **9. Exchanging diagnostic data with FUJITSU, Export and import regulations, person-related user data**

To assist you by identification of a registered problem with a product or a service, our support staff may request you to send FUJITSU the problem information, systems data, diagnostic data, etc., or that our FUJITSU support staff is able to view it with you electronically by remote services we offer. FUJITSU uses the information about your reported errors and problems only to solve your problem and to improve our products and services, and assist with its provision of related support offerings. For these purposes, FUJITSU may use FUJITSU entities and registered subcontractors (including in one or more countries other than in which you as customer are located), and you allow FUJITSU to do so. You confirm that you have the right to provide us with the data you send to us regarding your problems and errors for the purpose of analyzing that data. You confirm that this data could have an impact to local and international data protection law and that you have the permission to transfer this to FUJITSU only for support cases.

You will be responsible for any data, the content within databases you make available to FUJITSU, the identification implementation and processing of procedures and controls regarding access, security, encryption use, and transmission of data (including any personally-identifiable data) and the backup and recovery of any databases and any stored data. You will not send or provide FUJITSU access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that FUJITSU may incur relating to any such information mistakenly provided or make it visible to FUJITSU or the loss or disclosure of such information by FUJITSU, including those arising out of any third party claims.

By registration of problem information and transfer of data to FUJITSU, you make sure, that none of the data exported to, or otherwise accessible, or visible by FUJITSU is controlled or fall the export control regulations of the Federal Republic of Germany, the European Union, the United States of America and in part also on the regulations of the Japanese export authorities. For the purpose of this regulation we only consider the verification of personal consignees (companies, organizations and persons) against relevant, generally accessible sanction lists of the Federal Republic of Germany, the European Union, the United States of America and Japan.

In the course of this verification FUJITSU regularly compares delivery and personal data (address and personal data) with the data of these sanction lists. FUJITSU is not responsible for the content of these sanction lists.

Depending on the result of these controls Fujitsu is obliged to take appropriate measures within the context of export control regulations, which are stipulated by the Federal Republic of Germany, the European Union, the United States of America and Japan.

In the case you send us physical devices for analysis purposes and you want us to return the physical media, you will be responsible for arranging for return transport of the media. FUJITSU will provide the physical media to your designated carrier at the FUJITSU location, but otherwise will have no responsibility/liability for return of the physical media.

Please consider that any and all activities in conjunction with Software downloads from websites may be subject to approval obligations, e.g. by reason of their nature or intended purpose. It is the sole responsibility of you, as the user to obtain such approvals and you are obliged to do so according to the applicable export control regulations particularly of the Federal Republic of Germany, the European Union (EU), the United States of America (USA) and/or any other affected country. Activities in conjunction with a Software downloads from a website may not be carried out if there are reasons for suspecting that they may be used in connection with chemical, biological or nuclear weapons or for missile technology to be used for such weapons. You, as the user shall comply with the corresponding sanction lists issued by the European Union, the German Federal Government, US export authorities or any other relevant country, e.g. European Sanctions List, Denied Persons List as well as any other applicable advisory notices from the appropriate authorities as amended from time to time.

Fujitsu shall not be obliged to supply products or perform any other contractual obligations if such supply or performance would violate export control regulations of the Federal Republic of Germany, the European Union the United States, Japan and/or other countries.

The respective export and import restrictions may require Fujitsu to record, save, process and/or forward specific personal data of the user (e.g. forename, surname, IP address etc.) to a third party (e.g. if an authority requests for respective information). The personal data in question is only recorded and saved if high encryption software is downloaded. The user explicitly agrees to the above by downloading the respective Software.

## **10. Important Notice on Computer Viruses**

Although FUJITSU makes every endeavor to keep the FUJITSU Web Site free from viruses, FUJITSU cannot provide any warranty or guarantee that it is virus-free. The user shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

## **11. Rules on Password Use and Responsibilities**

It is within the user's sole responsibility to secure any passwords and avoid any misconduct as regards the use of such passwords that he might have received for the use of the Web Site. In case the user should discover that his password has unintentionally been made accessible to any unauthorized and/or third party or that there might exist any danger of misuse, user shall immediately inform FUJITSU. FUJITSU shall then take measures to block the respective password. Notwithstanding the above however, FUJITSU shall not be liable in contract, tort or under any legal theory that might be considered to be applicable, for any damages resulting from the any abuse of any Personal Passwords, unless such abuse was caused through the intentional or gross negligent behavior of an FUJITSU employee or a third party acting on behalf of FUJITSU. In addition FUJITSU reserves the right, at any time and without having to indicate any specific reasons, to cancel or limit the user's right to access the password-protected area by blocking its user data.

## **12. Limitation of Liability**

FUJITSU shall not be liable for any consequential damages, especially lost profits, cancellation of operations, interruption of operations, or loss of data unless such liability should be mandatory at law. As far as the liability can be excluded or limited according to law, but has not yet been excluded or limited elsewhere within these terms, it is limited to € 10.000,- per damaging incident, up to an aggregate maximum sum of € 50.000,-.

## **13. Jurisdiction / Applicable Law**

The FUJITSU Web Site is operated and administered only in and for countries in which FUJITSU has a business residence. FUJITSU makes no representation that information, software and/or documentation on the FUJITSU Web Site are appropriate or available for viewing or downloading at locations in other countries world-wide. If users access the FUJITSU Web Site from other countries, they are themselves exclusively responsible for compliance with all local laws. Access to the FUJITSU Web Site's information, software and/or documentation from countries, where such content is unlawful is expressly prohibited.

These Terms of Use shall be governed by the laws of Germany. As far as a place of jurisdiction may be agreed between the parties the place of jurisdiction for all disputes arising out of or in connection with these Terms of Use shall be in Germany the place of FUJITSU's German affiliate's place of business.