



## Usage Agreement

This Usage Agreement specifies the terms under which **avacademia** provides access to its Services and applies to the use of all Services at [www.avacademia.com](http://www.avacademia.com) or of a licensed contract partner by users of **avTool**.

- Please note that the following contractual agreement is solely subject to Swiss law.
- Please note that the Services are only provided for commercial use. It is not permitted to access the Services for private uses.

### 1 Definition of Terms

The following terms and expressions are used with the following meanings in this Usage Agreement:

<b>avacademia website or avTool</b>	the website of avacademia, available at <a href="http://www.avacademia.com">http://www.avacademia.com</a> , or other top level domains with the same second level domain (such as <b>avacademia.ch</b> , <b>avacademia.us</b> , etc.); as well as <b>avTool</b> via contract partners licensed by <b>avacademia</b> ;
<b>Content</b>	any and all content that is provided to the customer at the <b>avacademia</b> website or from a licensed contract partner in connection with the Services or in another form;
<b>Customer</b>	a <i>Licensee, Contractor</i> or <i>User</i> who has accepted this Usage Agreement;
<b>Customer Data</b>	any and all information provided by a <i>Contractor</i> or <i>User</i> to <b>avacademia</b> or to a <i>licensed contract partner</i> in the registration form, over a public messaging platform, via e-mail or in accordance with a written agreement;
<i>Contractor</i>	a Customer that offers, rents or sells products or services for use through the <b>avacademia</b> website. The Contractor concludes a special agreement with <b>avacademia</b> that is not an object of this Usage Agreement.
<i>User</i>	a Customer who is entitled to make use of the Services provided by <b>avacademia</b> or a licensed contract partner through <b>avTool</b> and who solely uses these Services for business or professional purposes;
<b>Service</b>	all services that are provided by avacademia through the <b>avacademia</b> website or from a licensed contract partner through <b>avTool</b> as described in paragraph 4 of this Usage Agreement (Scope of Services);
<b>avNews</b>	the internal information system of <b>avacademia</b> that is offered to registered Customers for their own benefit. <b>avacademia</b> sends <b>avNewsletter</b> to the e-mail address saved in the Customer's User Data.

### 2 Usage Authorization.

The Service is intended solely for *business* or *professional use* and may only be used by legally competent natural persons who are of legal age or by legal entities that are empowered to conclude legally binding contracts under the applicable laws.

Or persons who use the Services of **avacademia** for non-business or non-professional uses and minors (persons under the age of 18) are not permitted to use the Services. **avacademia and its licensed contract partners** are not obligated to verify the age and occupation/business of the Users and cannot be

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prosecuted for the possible conclusion of a contract with minors or with legally incompetent persons or entities. **avacademia and its licensed contract partners** are entitled to bar minors and other consumers from accessing its Services. The Services cannot be accessed by Users who have been temporarily or permanently barred.

### 3 Object of Services.

The **avacademia** website serves as a **database** that allows Users to call up current data on equipment, Contractors and information for their AV projects. Licensed contract partners provide a link on their website that enables their customers to access **avTool**.

The **avacademia** website and **avTool** serve as an application service provider that enables registered Users to plan AV projects and to use all agreed tools (**avTools**) in doing so.

Unless specified otherwise, **avacademia and its licensed contract partners** are not involved in the actual processing or completion of projects. For this reason, **avacademia and its licensed contract partners** have no control whatsoever over the quality, certainty or legal permissibility of the listed and completed projects or over the truthfulness or accuracy of the listed items. **avacademia** is not involved in the realization of possible agreements between **Licensees/Contractors** and Users in connection with a project and therefore provides no guarantee whatsoever that an agreement between a **Licensee/Contractor** and a User will be successful.

### 4 Scope of Services.

**avacademia** currently provides Users with access to a series of online resources and topic-specific tools (**avTools**) that enable Users to plan projects in all areas of audio-visual technology. Unless expressly stated otherwise, new offers that expand the current Services are also subject to this Usage Agreement.

The User recognizes that the Services are provided «as is». **avacademia** will do its utmost to provide the Services, but assumes no responsibility whatsoever for the result of the rendered Services. **avacademia** is especially not responsible for any commitment with regards to equipment, for the fulfillment of technical characteristics, for the loss of User communication or for transmission or deletion errors affecting User communication unless expressly agreed otherwise elsewhere in this Usage Agreement.

In order to make use of the Services, the **Licensee/User** must have Internet access and must pay all service and connection fees for this access. **avacademia and its licensed contract partners** are not liable for difficulties that may arise with access to the **avacademia** website or that of **its licensed contract partners**, or with the use of this website or for any problems or faults whatsoever related to the World Wide Web.

The Customer acknowledges that the Services and all software that is used in connection with the Services (hereinafter «Software») contain legally protected and confidential information that is protected as intellectual property or by other laws. The Customer also acknowledges that any and all Content that is contained in advertising or other information and that is published through the Services or by the advertising customers at the **avacademia** website is protected by copyrights, brand rights, service marks, patents or other proprietary rights and laws.

**avacademia** grants the Customer the non-transferable and non-exclusive right to use the Software at a single workstation (computer, laptop, etc.), provided that the User does not copy or modify the software, develop the software further, reverse engineer or decompile the software or otherwise try to access the source code, sell or transfer the software, grant further licenses for the software or grant any rights to the software whatsoever to any third party. The Customer agrees that he or she will not modify the Software in any form whatsoever and that he or she will not use modified versions of the software, in partic-



ular but not limited to with the intent of gaining unauthorized access to Services. The User also agrees to only use the interface provided by **avacademia** to access the Services.

### 5 Payment

The Customer (Contractor or User) acknowledges that the Services provided by **avacademia** cannot be accessed until the required fee has been paid. Access expires automatically at the end of the agreed (and paid) period of use.

The Customer expressly grants **avacademia** approval to save credit card data and other data that is required to obtain payment in the event that the service provider commissioned by **avacademia** to process the payment is unable to do so. **avacademia** is obligated to inform the Customer of this and to process the payment as soon as the payment system has been restored. **avacademia** will not transfer credit card information to third parties or other Customers under any circumstances.

### 6 Taxes, Mandatory Prices

The customer is liable for the correct payment of all taxes and mandatory prices (sales tax, value added tax, consumption tax, etc.) applicable to the use of the **avacademia** Services in his or her country.

### 7 Customer Obligations.

The Customer guarantees that he or she will not claim any liability of avacademia whatsoever through the use of the Services and/or that he or she will not cause the partial or total loss of the service relationships between avacademia and its Internet service provider or other service providers. Furthermore, the Customer guarantees and is obligated:

- a. to provide true, accurate, complete and unambiguous information in accordance with the requirements of the registration form for the Services (the «Customer Data»);
- b. to update the Customer Data immediately in the event of changes in order to ensure that this information is correct, current, complete and unambiguous;
- c. to not claim to be a different natural person or legal entity, in particular a representative of avacademia, head of an **avacademia** forum or the **avacademia** webmaster or to otherwise provide false information about his or her relationship to **avacademia**;
- d. to not violate national or international laws intentionally, especially with regards to export limitations, consumer protection, unfair competition, discrimination prohibitions, dishonest advertising and any regulations enacted by national or international securities trading and financial institutions;
- e. to not use, send, e-mail or otherwise transmit any Content that could infringe upon any copyrights, patents, trademarks or other labeling rights, business secrets or other public or private rights of ownership;
- f. to not use, send, e-mail or otherwise transmit any Content that is illegal, damaging, threatening, abusive, a nuisance, insulting, in bad taste, obscene, libelous, hateful or racist, ethically or otherwise objectionable or that infringes upon the privacy of another;
- g. to not use, send, e-mail or otherwise transmit any Content for which the Customer does not have the required authorization on the basis of legal, contractual or fiduciary relationships (such as insider information, financial and other information that the Customer is required to keep confidential);
- h. to not distribute, send, e-mail or otherwise transmit any undesired or non-authorized Content through the Services, such as junk mail, spam, chain letters, etc.;

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- i. to not use, send, e-mail or otherwise transmit any Content that contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer code that is designed to damage, impair or to make permanently or temporarily unusable systems, computer hardware or software, data, personal information or telecommunications equipment;
- j. to refrain from damaging or causing interruptions in the services, servers or other networks that are connected with the Services or any and all software and hardware that is used by avacademia or third parties in connection with the Services or from violating the procedures, guidelines, terms or regulations applicable to the networks connected with the Services;
- k. to directly or indirectly link to services or to use services that are prohibited by this Usage Agreement;
- l. to not collect or save any personal data of other Customers whatsoever;
- m. to assume liability for protecting his or her user name and password from unauthorized access and to keep his or her user name and password secret at all times;
- n. to inform **avacademia and the Licensee** immediately of any unauthorized use of his or her user name and password and to not make **avacademia or the Licensee** liable for any damages arising from this unauthorized use.

## 8 Rights of avacademia, Exclusion of Liability

The Customer acknowledges that **avacademia** does not check the Content ahead of time and that it is not obligated to do so. Nevertheless, **avacademia** and its employees are entitled to reject, modify or remove any Content that is made available in connection with the Services at their own discretion.

- Any material or data that is downloaded or otherwise obtained by the Customer through the use of the Services is used by the Customer at his or her own risk.
- The Customer is solely responsible for damages to his or her computer system, telephone, fax and other devices and for damages to the equipment of third parties or for the loss of data caused by the downloading of such material or data.
- **avacademia**, its managers, directors, representatives, subsidiaries and employees provide no guarantee whatsoever for any products or services that are related to the Services or any other transactions or that are obtained through the use of the Services.

## 9 Release from Liability, Compensation for Damages

Due to the fact that **avacademia** is *not involved* in the business between the Contractors and Users, the acceptance of this User Agreement obligates the User to *indemnify avacademia*, its managers, directors, representatives, subsidiaries and employees from any complaints, claims or damages, including any obligations that result from the acts of the User towards other Users or other third parties (for example for compensation for damages and subsequent damages), as well as from any and all liability, known and unknown, assumed and not assumed, revealed and unrevealed, and from liability for the violation of intellectual property rights or the rights of third parties, and from liability in connection with any such complaints, claims or damages, including reasonable attorney's fees, and in connection with the user account or with another person who uses the user account, as well as from liability arising from the use of the Services or services of the Users unless stipulated otherwise by mandatory legal regulations.

The Customer guarantees that his or her participation in the Services does not violate any applicable laws, legal regulations or the rights of any third parties and that he or she is empowered to conclude agreements for the Services. The Customer shall indemnify **avacademia** from any damages that arise



from the violation of intellectual property rights of third parties by the Customer or another person that uses the account of the Customer.

The *Licensee/Contractor* guarantees that the product information published at **avacademia** is not confidential, and herewith grants **avacademia** the full legal authorization to make this information accessible through the **avacademia** website or by means of a link on its website. **avacademia** provides no guarantee for the accuracy of this product information and assumes no liability for this.

#### 10 Limitation of Liability

- Without prejudice to any exclusions of liability specified in the Usage Agreement or otherwise agreed with **avacademia**, **avacademia** or its subsidiaries shall not be liable to Customers or other parties under any circumstances for damages or subsequent damages, regardless of whether they have been caused intentionally or through negligence and regardless of whether they are the result of contractual violations, unlawful acts or other causes.
- The liability of **avacademia** or its subsidiaries shall not exceed the fee paid to **avacademia** by the Customer for any and all damages resulting from unlawful acts, that are connected with contractual violations or that arise from other causes, regardless of the claims of this party, and shall be limited to 5,000 EUR/USD (five thousand euro) in any case.

#### 11 Penalty Clause

In the event that the Customer provides information or data that is *untrue, inaccurate, outdated, incomplete or ambiguous*, or if **avacademia** has reason to believe that this is the case, **avacademia** has the right to block the Customer's account temporarily or permanently or to cancel the account and to bar the Customer from the future use of the Services immediately.

The *Licensee/Customer* expressly acknowledges that **avacademia** is authorized to inform local or federal authorities of crimes that have been committed in connection with the Services at any time.

#### 12 Independent Contract Partners

The *Licensee/Customer* and **avacademia** are independent contract partners. Neither this Usage Agreement nor any other agreement concluded in the framework of the Services provided establishes an agency, partnership, joint venture, employment contract or franchise agreement between the User and **avacademia** or between any parties who make use of the Services provided.

#### 13 Changes to the User Agreement

**avacademia** is authorized to change this User Agreement at any time by publishing the changed regulations at its website (<http://www.avacademia.com/agreement/>) or on **the registered site of a Licensee**. Unless agreed otherwise, all contractual changes come into effect automatically seven days after being published for the first time at the **avacademia** website. This Usage Agreement can only be modified in individual cases in writing and when signed by the Customer and **avacademia**. The Customer acknowledges that the Services and all software that is used in connection with the Services (hereinafter «Software») contain assets and information that are protected as intellectual property or by other laws. The Customer also acknowledges that any and all Content that is contained in advertising or other information and that is published through the Services or by the advertising customers at the **avacademia.com** website is protected by copyrights, brand rights, service marks, patents or other material and immaterial rights.



**avacademia** is authorized to change this User Agreement at any time by publishing the changed User Agreement at <http://www.avacademia.com/agreement/> or on the registered site of a Licensee.

#### 14 System Availability

**avacademia** will do all in its power to maintain 100% system availability. **avacademia** is nevertheless entitled to temporarily reduce or interrupt the system availability. Temporary interruptions or limitations may be caused by force majeure, including strikes and lockouts, as well as by technical changes (such as system improvements) or other measures (such as maintenance work and repairs) that are necessary for the proper or improved provision of the Services. However, **avacademia** has no influence on the accessibility of Licensee websites with respect to the links to **avTool** that they provide.

#### 15 Content Changes

**avacademia** reserves the right to delete projects, messages and other content, to remove listed items and to again offer items that have been removed.

#### 16 Customer Publications

Customer publications are *not legally binding and are not read by avacademia* when they are published at the **avacademia** website. **avacademia** reserves the right to delete publications that could be considered to be in bad taste or that could be considered third party advertisements or abusive at its own discretion. This has no effect on the regulations of Item 11 (Penalty Clause).

#### 17 Data Protection

**avacademia and its Licensees** will take all measures necessary to protect personal Customer Data. **avacademia** uses the information collected about the Customer to provide individual access to the Customer's data and files and in order to offer more detailed Services. **avacademia** will do its utmost to keep confidential information secret. Please refer to our [Data Protection Information](#) for more information. The Customer agrees to the use of all personal information provided to **avacademia** for the purposes described in the *Usage Agreement*, in the *Data Protection Information annex* and on the website.

#### 18 Settlement of Disputes, Place of Jurisdiction and Applicable Law

- All disputes arising from or in connection with the agreement will be settled binding by a court of arbitration according to the **avacademia Arbitration Agreement**.
- **The place of jurisdiction of the court of arbitration and the place of fulfillment is Arlesheim, Switzerland.**
- **This Usage Agreement is solely subject to Swiss law.**

#### 19 Contract Violations

Violations of this Usage Agreement must be reported to **avacademia** at [avinfo@avacademia.com](mailto:avinfo@avacademia.com).

#### 20 Electronic Contractual Effectiveness and Collection of Proof

The Customer accepts these general terms and conditions and agrees that this Usage Agreement can be concluded electronically and that it is legally binding for both parties. The Customer also agrees that all electronic records generated in connection with the Services or the website have the same value as evidence as written documents.

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