



My.Traxxion.eu Usage Agreement

Article 1: Term and Termination

Except if something else has been agreed in the order or mission, Traxxion s.à r.l., further called TRAXXION, grants access to <https://My.Traxxion.eu>, to partners or customers, further called CUSTOMER, as part of its services to enable collaboration. Duration is at discretion of TRAXXION but with a minimum of 1 month after last consulting session at CUSTOMER for a specific project, after which collaboration site will be made inaccessible, unless otherwise agreed and except to the extent either party issues a written notice of its intention not to renew it at least one (1) month prior to the expiration of the term then in effect. TRAXXION will notify CUSTOMER of closure of specific collaboration site in due time to allow CUSTOMER to remove or download any data that is his property from the site, before closure.

Number of CUSTOMER accounts granted and data allocation granted to CUSTOMER is at full discretion of TRAXXION. TRAXXION reserves the right to offer specific configurations of user accounts and data storage as billable service to customer, at specific agreed condition between CUSTOMER and TRAXXION.

Article 2: Software delivery

When using <https://My.Traxxion.eu>, the customer acknowledges to be sufficiently informed by TRAXXION about the possibilities of the delivered software. The customer will fulfill the directions of use of standard software, which is not developed by TRAXXION, but is given to the customer for collaboration use and purposes with TRAXXION. The customer acknowledges to only use the software for collaboration purposes with TRAXXION. Use by a third party for the customer's company processes is prohibited. Any eventual infraction to these conditions can never lead to TRAXXION liability. An agreement with TRAXXION is never accompanied by any intellectual transfer of property with reference to any software, unless explicitly agreed upon. As the case may be, The HOSTING COMPANY or its license provider remains full and exclusive owner of the software.

Article 3: Unauthorized use

The customer should never use the delivered services or facilities - including offered storage place - for encroachment, causing damage or nuisance with respect to TRAXXION or third parties. Neither should the customer's activities give cause to this. The customer assures that there is no indictable and/or encroaching data, file, programs, meta-tags, hyperlinks, deep links or comparable information on <https://My.Traxxion.eu>. On first request by TRAXXION, the CUSTOMER will protect TRAXXION against the above (lawyer costs inclusive) and will intervene on his own costs in each related procedure against TRAXXION. The use of Warezes, MP3 sites and/or other sites with illegal software is forbidden. Spamming is strongly forbidden on all of TRAXXION's available hardware and systems and will result in immediate closing. The customer assures to comply immediately with any request from TRAXXION as well as with any reasonable request from a third party to remove and/or adapt the own content. The customer relinquished his right to claim any indemnity from TRAXXION. As an example, TRAXXION does not allow pornographic material on its servers; neither does it allow illegal MP3-sites or sites, which offer things that are inconsistent with public order or morals. Activities, that encroach protected work or that are punishable (according to the Informatics Criminality Law), cannot be exercised on <https://My.Traxxion.eu>.

Article 4: Liability

Under no circumstances, TRAXXION will be liable for any indirect damage, such as commercial or financial losses, loss of data, loss of reputation, profit or turnover loss, loss of customers and losses resulting from legal proceedings instituted by third parties against the customer. Also refer to TRAXXION's condition of sales published on <http://www.traxxion.eu>.

Article 5: Applicable law and exclusive competence

Luxembourg law is applicable to all TRAXXION agreements. Any issue resulting from a TRAXXION agreement will exclusively be dealt with in the courts of Luxembourg.

Article 6: Intellectual property rights

All rights of intellectual property concerning products or services as well as designs, software, documentation and all other materials that are being developed and/or used in preparation or execution of the agreement between TRAXXION and the customer or anything that comes from the agreement are solely property of TRAXXION or its suppliers. Any product or service supplied by TRAXXION or its suppliers will ever lead to transference of intellectual property right to the customer.

The customer will never publish, copy or transfer any TRAXXION products and/or services supplied by TRAXXION and/or its suppliers without explicit written authorization by TRAXXION.

The customer will never remove or alter any indications of author rights, brands, brand names or other rights of intellectual property of TRAXXION and/or its suppliers.

TRAXXION vouches to grant the customer the user rights and frees the customer of possible claims by third party companies. This is not applicable when products or services are not solely a TRAXXION product unless the customer can prove it's only applicable to a certain part of the product that is solely a TRAXXION product.