MICROSENS

General Terms and Conditions of Use for MICROSENS Software

Important: Please read the Terms and Conditions of Use carefully before continuing to use MICROSENS NMP software (NMP software) or the firmware installed on MICROSENS hardware components (device firmware); both are hereinafter referred to as software. By continuing to use the software, you accept the terms and conditions of MICROSENS GmbH & Co. KG ('MICROSENS') for its use.

§ 1 Scope of application

The following Terms of Use apply in their current version in addition to the General Terms and Conditions of Sale of MICROSENS GmbH & Co. KG, which can be accessed via the following link: MICROSENS GTCS

The terms of use also apply to all future updates and program additions to the device firmware and NMP software provided by MICROSENS for download, unless these are subject to a separate agreement. In this case, the separate agreement for the respective update or program addition shall apply. All other rights are reserved by MICROSENS.

§ 2 Technical requirements

To use the NMP software, end devices are required whose system requirements can be found in the user manual for the respective NMP software version. MICROSENS is not responsible for compliance with the system requirements. This is the sole responsibility of the user. The device firmware is exclusively intended for use with the respective MICROSENS products, and the right to use the firmware is granted solely for the purpose of ensuring the safe operation of MICROSENS products.

§ 3 Obligations to cooperate

When using the device firmware and NMP software, the user must observe the necessary duties of care. In particular, the users are obliged to regularly back up their data so that it can be restored in the event of loss.

§ 4 Rights of use and copyright

(1) The use of certain contents or functions of the device firmware and NMP software may be subject to special conditions, in particular a licence agreement.
(2) The data determined via the device firmware and NMP software is protected by copyright. For the use of the data determined via the software, the customer acquires licences for themselves and thus the non-transferable and temporary right to use the software. The right of use permits access to and searching of the data determined, as well as the transfer of individual search results or parts thereof to the customer's IT systems or applications.
(3) Any use beyond this is excluded and requires the prior separate written consent of MICROSENS.
(4) It is not permitted to transfer the NMP software or device firmware to third parties (including renting, leasing, lending or sublicensing). It is also prohibited to modify their program code or parts thereof, reverse engineer, decompile, disassemble or otherwise determine the source code, or create derivative works of the firmware and software.

§ 5 Warranty / Liability

(1) MICROSENS does not guarantee the accuracy, timeliness or completeness
of the data determined by the user with the device firmware and NMP software.
(2) MICROSENS does not guarantee that the NMP software or the data determined using it
are compatible with the hardware and software of the user's end devices. Furthermore,
MICROSENS does not guarantee that this content will be available without restriction at all
times or at specific times, or that it will meet certain performance and functional requirements.
(3) MICROSENS reserves the right to discontinue the provision of the NMP software or device
firmware and the data that can be determined with it, either in whole or in part, temporarily
or permanently.
(4) MICROSENS shall not be liable for any damage caused by errors, delays or
interruptions in transmission, malfunctions of the technical equipment and the NMP software or device
firmware, incorrect or incomplete data, viruses or in any other way during the use
of the device firmware and NMP software, unless such damage is due to intent or gross negligence.

§ 6 Registration

Access to the NMP software requires authorization by entering a password. The user is
responsible for ensuring that their password is not accessible to third parties. The user
assumes full responsibility for all actions carried out using their access data.

§ 7 Data protection

Data protection declarations of MICROSENS GmbH & Co. KG apply, which can be accessed via the
following links:
Privacy Policy MICROSENS

§ 8 Changes to the Terms and Conditions of Use

MICROSENS reserves the right to change these Terms of Use at any time without
giving reasons.