

## TERMS AND CONDITIONS

Please read these Terms and Conditions (“**Terms and Conditions**”) carefully before ordering and using any Product(s) and/or Service(s) from CodeSeeder KG (“**Company**”). These Terms and Conditions govern our relationship with you in relation to all Product(s) and/or Service(s) purchased from the Company.

The Company provides a set of simulation tools for beam propagation through optical devices and waveguides. Examples encompass a large variety of propagation scenarios for both bulk and waveguide optics including lenses, gratings, apertures, couplers, splitters, multiplexers, and modulators.

### 1. OUR CUSTOMERS

The Company exclusively sells its Product(s) and/or Service(s) to other Companies (e.g., corporations, universities, research institutions). To purchase from us you must be over 18 years. You may have other rights granted by mandatory law, and these Terms and Conditions do not affect these except if they are inconsistent. If this is the case then these Terms and Conditions will override any other rights that you may have, unless this is not permitted by law.

### 2. CONCLUSION OF CONTRACT AND REGISTRATION

The presentation of the Product(s) and/or Service(s) on the website of the Company does not represent any legally binding offer. A registration is only possible when all the obligatory fields have been filled in. Your registration information and any other information required by the Company must be current, complete and accurate. You may not use another person’s account or other information than from yourself. After approval, you can use your account to download the software and retrieve detailed information. By registering, you thereby conform and accept your registration and therefore the contract between us. However, we reserve the right to reject registrations and to delete registrations at any time, if there is reason to believe that the relationship thereby would act in contravention of these Terms and Conditions.

Upon registration, your information can be used by the Company to communicate with you. You must inform the Company immediately by any change of your given information. You agree not to use the site in any manner that could damage or disable, in whatever respect, to the Company’s systems, or interfere or violate the legal rights of any other party.

You acknowledge that the Company will review its Product(s) and/or Service(s) as well as its license databases to determine which, if any, license you hold.

Any rights and licenses of the Company, shall not be licensed, sold, transferred or assigned by you, but can, at any time be transferred or assigned by the Company without restriction.

The subscription will be automatically renewed for successive 12-month periods unless canceled in writing at least 30 days prior to the end of the current license period as defined in the license agreement.

### **3. PAYMENT & DELIVERY**

Prices are in Euro, excluding taxes and including transaction fees that are directly addressed to Company. Please note, that your card issuer may possibly charge a handling or processing fee, which is not included in the price.

Prices and delivery conditions can be changed at any time, but changes will not affect orders, which have already been confirmed.

Offers are valid only for 30 days.

Payments must be made within 14 days after you receive of the corresponding invoice. The price cannot be adjusted after the completion of the contracting process.

Payment for all Product(s) and/or Service(s) must be made via bank transfer, PayPal, or credit card. We accept payment with Visa, MasterCard, and American Express.

If we are unable to accept your order for any reason we will, at our option, either reject your credit card or refund any payment made by you, in respect of the order. We will not dispatch or allow the download of the Products(s) and/or Service(s) until we receive payment in full.

The Product(s) and/or Service(s) are delivered or can be downloaded within seven days after receipt of payment.

In any case delivery and download periods are non-binding and shall be extended in the event of force majeure.

If you are not completely satisfied with your purchase, you will receive a full refund if you contact us by email at [sales@codeseeder.com](mailto:sales@codeseeder.com) or through our website [www.codeseeder.com/contact/](http://www.codeseeder.com/contact/) within 30 days after the delivery of the Product(s) and/or Service(s).

### **4. DAMAGED OR DEFECTIVE PRODUCT(S) AND/OR SERVICES(S)**

You agree that your use of the site shall be at your own risk.

The site, the content, and the software downloaded, including without limitation any information that is provided by the Company or the Company's employees, are provided "as is".

We do not offer any special warranty or guarantee on our Product(s) and/or Service(s).

Any warranty claims become time-barred twelve months after the start of the statutory limitation period and the reversal of the burden of proof to the detriment of the Company during the first six month after the conclusion of a contract is excluded.

If you find any defect or damage in any of our Product(s) and/or Service(s) you shall inform us immediately.

## **5. LIMITATION OF LIABILITY**

By registration on the Company's website and by using any Product(s) and/or Service(s), you agree to hold us (the Company, its officers, directors, employees, agents and affiliates) harmless, against any claim or cause of action arising out of the Company's Product(s) and/or Service(s) including, but not limited to: (a) unauthorized human intervention; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) loss of money; (d) any damages derived from calculation errors from the Company's Product(s) and/or Service(s); (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Company's Product(s) and/or Service(s).

This exclusion and limitation shall not apply to material damages caused by intent or blatant gross negligence and independent of the fault not to personal damages.

In any case, the Company's liability will be limited to the costs of the purchase price of the Product(s) and/or Service(s) of the Company.

## **6. INDEMNITY**

You agree to defend and indemnify us (including the Company, its officers, directors, employees, agents and affiliates) from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, that arise from or relate to your use or misuse of, or access to the Company's Product(s) and/or Service(s) at any time for any reason.

## **7. MODIFICATION & TERMINATION**

We may modify our Terms and Conditions or terminate use of our Product(s) and/or Service(s) at any time by giving notice of termination to you. We may also change, suspend, terminate or discontinue any aspect of our Product(s) and/or Service(s) availability of certain features at any time for any reason.

## **8. INTELLECTUAL PROPERTY**

The Company and its licenses, patents, logo, brand and all other intellectual property rights, trademarks, service marks, graphics and logos used in connection with the site or the Services (whether registered or unregistered) belong to **us** or our licensors and are protected by intellectual property law. Nothing in these Terms and Conditions grants you any rights on the site, or the Product(s) and/or Service(s) or the content within the same. All rights are reserved.

## **9. DATA PROTECTION**

You agree that data (name, name of organization, zip code / postal address, phone number, email address, VAT ID), on the website, or in any Product(s) and/or Service(s) by the Company can be processed, stored and used for any of our purposes, including accounting, research or marketing purposes. The data shall be used by the Company to fulfil the statutory requirements, to improve Product(s) and/or Service(s) and for advertising purposes or from external platforms

(PayPal Holdings, Inc.; FastBill GmbH; ChillBill GmbH; BMD Systemhaus GmbH; MailChimp from The Rocket Science Group, LLC; Zoho Corporation) for the purpose of administration, quotation, invoicing, accounting or controlling.

This website [www.codeseeder.com](http://www.codeseeder.com) uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. On behalf of the website provider Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage to the website provider. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of this website. Furthermore you can prevent Google's collection and use of data (cookies and IP address) by downloading and installing the browser plug-in available under <https://tools.google.com/dlpage/gaoptout?hl=en-GB>. Further information concerning the terms and conditions of use and data privacy can be found at <http://www.google.com/analytics/terms/gb.html> or at [https://www.google.de/intl/en\\_uk/policies/](https://www.google.de/intl/en_uk/policies/). Please note that on this website, Google Analytics code is supplemented by "anonymizelp" to ensure an anonymized collection of IP addresses (so called IP-masking).

You have a right to access, rectify and delete personal information processed by the Company. You may exercise these rights by sending an email to [support@codeseeder.com](mailto:support@codeseeder.com).

## **10. MISCELLANEOUS**

We advise you to print a copy of these Terms and Conditions for your information in the future. You can download a PDF version of these Terms and Conditions at [www.codeseeder.com/terms-and-conditions/](http://www.codeseeder.com/terms-and-conditions/).

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract.

## **11. SEVERABILITY**

If any provision of our Terms and Conditions is deemed or becomes invalid, the validity of the other provisions shall not be affected. Deviations from the herein mentioned terms of payment and delivery must be in written form and are only valid if they are duly signed by the Company.

All notices given by you to us must be given in writing to the address set out at the end of these Terms and Conditions, by email at [info@codeseeder.com](mailto:info@codeseeder.com), or through our website [www.codeseeder.com/contact/](http://www.codeseeder.com/contact/). We may give you notice at either the email or postal address you provide to us when placing an order.

## **12. GOVERNING LAW AND JURISDICTION**

You agree that the Terms and Conditions, for all purposes, shall be governed by and construed in accordance with Austrian law. You also agree, subject to the following clause, to submit to the exclusive jurisdiction of the commercial court in Vienna as regards any claim or matter arising under these Terms and Conditions.

## **13. OUR DETAILS**

We are CodeSeeder KG, a Company registered in Austria (registration court: Landesgericht Wiener Neustadt, Company registration number: FN 463967 f). Our registered office is in Pöllangraben 62, 2345 Brunn am Gebirge, Austria. Our VAT number is ATU71903149.

You can contact us by email at [info@codeseeder.com](mailto:info@codeseeder.com) or through our website [www.codeseeder.com/contact/](http://www.codeseeder.com/contact/).

The website to which these Terms and Conditions apply and for which we are responsible is [www.codeseeder.com](http://www.codeseeder.com).