

Terms of use

I. Scope of application

1. secure.elementar.com (the "Website") is an offer from Elementar Analysensysteme GmbH, Elementar-Straße 1, 63505 Langenselbold ("ELEMENTAR"). The following terms regulate the features available on the Website.
2. ELEMENTAR reserves the right to modify these Terms of Use and to adapt them to future developments. The Terms of Use published at the time of registration shall apply.
3. The lyticOS Software [Licence Agreement](#) shall apply for the use of the *lyticOS™* Software („Software“), and the lytic OS Licence Terms for Free Trial shall apply for the use of the trial version of the Software.
4. In all other respects, unless directly amended or expressly excluded in these Terms of Use, the statutory provisions shall apply.

II. Content of the Website

1. ELEMENTAR offers customers who have concluded a Licence Agreement with ELEMENTAR („Licence Customer“) the possibility to manage his licences on the Website. In particular, the following features are available to the Licence Customer on the Website:
 - Registering the licence: The Licence Customer can register his licence.
 - Activating the Software: The Licence Customer can upload a licence activation file (generated by the Software) and create an activated licence file, which can then be installed into the Software.
 - Management: The Licence Customer can view and manage his licences, downloads and other files.
 - Upgrade availability check: The Licence Customer can check if an upgraded software license is available.
 - Free upgrade trials: The Licence Customer can create his own trial license to try out the latest Software features.
2. ELEMENTAR is entitled to change, restrict or completely discontinue the Website at any time at its reasonable discretion.

III. Use of the Website

1. The features made available on the Website may only be used in the manner intended by ELEMENTAR.

The Licence Customer is not authorised

- to use the contents of the Website for commercial or professional purposes with third parties without prior consent of ELEMENTAR, unless the use is expressly authorised to do so by ELEMENTAR, or such use already results from the purpose of the offer of the contents;

- to bypass, disable or otherwise interfere with any functions (e.g. search masks) of the Website, in particular to take any measures that could place an excessive load on the infrastructure of the Website;
 - to block, overwrite or modify any content generated by ELEMENTAR.
2. The information required for the use of the features is to be provided by the Licence Customer correctly and completely. ELEMENTAR will not process incomplete or incorrectly filled out forms.
 3. In the event of infringements of the prohibitions according to clause 1, ELEMENTAR reserves the right to exclude the Licence Customer from the use of the services offered and in the event of culpable conduct to claim compensation for any damage incurred.

IV. Registration

1. The registration and use of the features made available on the Website is exclusively available to entrepreneurs in the meaning of Section 14 (1) of the German Civil Code (BGB), legal entities under public law or a special fund under public law, as well as their employees.
2. The Licence Customer can correct his details before completing the registration process.
3. The activation of the customer account or individual functions and information (e.g. User configurations) may take some time. ELEMENTAR endeavours to activate customer accounts as quickly as possible. There is no claim to the activation of the customer account at a certain time.
4. ELEMENTAR will inform the Licence Customer by e-mail about the registration and the activation of the account and, if necessary, provide further information.
5. ELEMENTAR will not store the contract text in a form accessible to the Licence Customer.
6. The Licence Customer is obliged to protect the user name and password against unauthorised access by third parties. The password must be chosen in such a way that it complies with the usual security standards. It must contain at least one upper and one lower case letter and must consist of at least six characters.

V. Liability

1. ELEMENTAR always endeavours to ensure that the information provided is complete, correct and up-to-date. ELEMENTAR is liable for the correctness, completeness and topicality of the information presented only in accordance with this section.
2. In the case of intent and gross negligence - regardless of the legal basis - ELEMENTAR shall be liable for damages in accordance with the statutory provisions.
3. In the event of simple negligence, ELEMENTAR shall only be liable in the event of breach of a material contractual obligation, limited to compensation for the foreseeable, typically occurring damage. A material contractual obligation is an obligation, the fulfilment of which is necessary to achieve the purpose of the contract and on the fulfilment of which the Licence Customer may regularly rely.

4. The limitation of liability according to clause 3 shall not apply to damages resulting from injury to life, body or health. Furthermore, it shall not apply in the event of fraudulent concealment or in the event of a guarantee exceptionally assumed by ELEMENTAR.
5. Insofar as ELEMENTAR's liability is excluded or limited, this shall also apply to the personal liability of its employees, representatives and legal vicarious agents.

VI. Links

1. The respective owner is responsible for contents linked from the Website (external links). ELEMENTAR has checked the contents for possible legal infringements at the time the link was set. At that time, no unlawful contents could be recognised. It is unreasonable to check the contents of linked websites for legal infringements permanently without specific indication. ELEMENTAR will remove such links immediately once an infringement becomes known. ELEMENTAR excludes its liability for any such infringing content.
2. Links to ELEMENTAR's Website may only be set with prior consent of ELEMENTAR, at least in text form. The same applies to the framing of contents of the Website.

VII. Intellectual property

ELEMENTAR retains all title and exclusive (copy-) rights of use to all texts, graphic representations and other contents on the Website. If trademarks, logos, images and films of third parties are used, ELEMENTAR is entitled to at least non-exclusive rights of use. It is prohibited to commercially reproduce, distribute, otherwise make publicly accessible or edit the aforementioned elements in whole or in part without prior consent of the rights holder.

VIII. Data protection

Please note our **[Privacy Policy](#)**.

IX. Applicable law, place of jurisdiction, language

1. These Terms of Use and all legal relationships between ELEMENTAR and the Licence Customer are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The competent courts for Langenselbold shall have exclusive jurisdiction over all disputes between ELEMENTAR and entrepreneurs within the meaning of Section 14 of the German Civil Code ("BGB"), legal entities under public law or special funds under public law arising from the use of the Website. However, ELEMENTAR is also entitled to assert its claims against the Licence Customer at the general place of jurisdiction of the Licence Customer.
3. The contractual language is German.

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