

1. Definitions

- 1.1 „SERVICE“ shall mean the offer of PMD on the webpage www.cayim.com.
- 1.2 „CONTENT“ shall mean any information, data, texts, software, music, sounds, pictures, graphics, videos or other materials, that are used in the SERVICE.
- 1.3 „USER“ shall mean only persons, that are not consumers within the meaning of the law. The PMD [vision]® CamBoard is only for sale in the commercial sector (e.g. companies), which includes research purposes (e.g. universities). Every purchaser of the PMD [vision]® CamBoard receives a registration code, that enables a multiple access of the employees, the USERS, to the SERVICE. A private usage is not allowed.
- 1.4 „PMD“ means the **pmdtechnologies gmbh**, Am Eichenhang 50, 57076 Siegen in Germany.

2. Generals

- 2.1 The SERVICE represents a community platform for developers and companies working with PMD Time-of-Flight technology, specifically with the PMD[vision]® CamBoard nano reference design.
- 2.2 The PMD [vision]® CamBoard nano is optimized for creating human machine interfaces based on touchless close-range gesture recognition.
- 2.3 The SERVICE consists of a Forum, FAQs, Download Area with latest updates, example applications and more. The USERS can share and exchange ideas, experiences, questions and answers with other USERS and get access to support and latest software updates by PMD.

3. Registration and Conclusion of Agreement

- 3.1 Entitled to participate the SERVICE are only persons of legal capacity, that register on the webpage www.cayim.com by using the registration code and accept these pre-formulate terms of use.
- 3.2 The USER is obliged to indicate truthful personal information according to the application form and to update and rectify the information in the member's account. The USER chooses the username, that can be changed afterwards.
- 3.3 The agreement to use the SERVICE comes into existence with the USER's activation to the SERVICE. Thereto the USER will receive an E-Mail from PMD.
- 3.4 The USER has no legal title to use the SERVICE. PMD exercises the right to use the SERVICE.
- 3.5 PMD points out, that contending wills (e.g. the modification of the terms of use) can be reached by E-Mail. A contending will will be reached especially once the USER is able to acknowledge it, normally with the arrival on the mailbox of the SERVICE.

4. Duration, Termination and Blockage of a member account, Availability

- 4.1 This Agreement is concluded for an indefinite period and may be terminated by PMD or the USER at any time without notice for reasons with prompt written notice.
- 4.2 If the USER has been excluded from the SERVICE, the USER will gain access to the SERVICE again only after prior written and express consent by PMD. The access of a blocked USER using the account of another USER is not allowed.
- 4.3 PMD attempts to offer an uninterrupted SERVICE for retrieval. Above that PMD does not assume the obligation to perform. In particular the USER has no claim for a constant availability of the SERVICE.

5. Obligations of the USER, Responsibility

- 5.1 By agreeing to these terms of use, the USER guarantees that he doesn't store, publish and/or transmit posts with a CONTENT that violates these rules, the morality or any applicable German law. The same applies to the setting of external links and the signatures.

In particular the USER is not allowed to store, publish and/or transmit CONTENTS that

- violate the rights of third parties, especially copyrights, trade secrets, right of privacy or proprietary rights,
 - are not entitled to disclosure by the USER,
 - are suitable to cause direct or indirect body or property damage,
 - are not true or
 - are designed to or suitable for the disruption, the disturbance or the constraint of the function of software or hardware or telecommunications equipment, especially CONTENTS that impair or may impair the viability of the SERVICE.
- 5.2 The access shall be protected from unauthorized access. The USER is responsible for the activities that are exercised over his member account. If there is an improper use of the member's account, the USER has to inform PMD and shall be liable for damages caused by the abuse.
 - 5.3 The USER is responsible to provide the technical requirements that are necessary to participate the SERVICE.
 - 5.4 The USER forbears to operate advertising in the forum. This also applies to the setting of external links and signatures. The USER may only operate advertising after an express written permission has been granted by PMD.

6. Rights from PMD

- 6.1 PMD has the right to exclude USERS of the SERVICE in whole or in part if there is any breach of these rules.
- 6.2 With the storage, release and/or transmission of CONTENTS the USER provides PMD the right to permanently store and publish the CONTENT on the web page. The copyright re-

mains with the USER as far as the CONTENT is protected by copyright laws. Insofar the USER guarantees that he has all necessary rights in relation to the storage, release and/or transmission of the CONTENT.

6.3 To obtain the clarity of the SERVICE, PMD has the right to move and revise CONTENT without stating a reason within the forum. PMD also has the right to delete CONTENT, especially which is based on a violation of these terms of use.

6.4 To PMD it is allowed to operate advertisement in the context of the SERVICE. Furthermore, the USER agrees that in order to make better use of the SERVICE reduced images (called thumbnails) are permitted to make by PMD.

7. Data privacy

7.1 PMD undertakes to comply with the privacy policy.

7.2 The privacy policy is here.

8. Limitation of liability

8.1 PMD offers the SERVICE on the condition to be allowed to interrupt or discontinue them at any time. The use is at the USER's own risk.

8.2 PMD shall be only fully liable for intent and gross negligence as well as for damages resulting from injury to life, body and/or health.

8.3 In case of ordinary or slight negligence, PMD shall be liable only for breaches of a material contractual obligation. To the extent permitted by law PMD shall not be liable for any lack of commercial success, lost profits and indirect damages and liability in accordance with the above clause shall be limited to the typical, foreseeable damages.

8.4 PMD is not responsible for the completeness, accuracy and actuality of the CONTENT. The USER is responsible for the CONTENT posted by him, which reflects the USER's contributions and opinions. PMD does not adopt these CONTENTS, especially PMD distances itself from CONTENT that violates applicable law or these terms of use. The same applies to the setting of external links and signatures. As soon as PMD gets aware of illegal CONTENT, PMD will deleted or modify it.

8.5 Compensation claims against PMD prescribe after twelve (12) months since its incurrence, unless they are based on a tortuous or willful act.

9. Indemnification

9.1 The USER declares that he will indemnify and will hold PMD and its staff harmless in relation to claims or demands whatsoever on first demand which are provided by third parties based on or in connection with the CONTENT that was stored, published and/or transmitted in the SERVICE.

9.2 This includes reasonable legal fees and court costs as well.

10. Modifications to the rules

- 10.1 PMD can change the terms of use with effect for the future at any time. PMD informs the USER with the change and points out that the amendment shall be adopted if the USER does not disagree within four (4) weeks or when the USER uses the SERVICE again.
- 10.2 The relevant information can be published by a reference or link on the web page of the SERVICE.

11. Governing law, Jurisdiction, Miscellaneous

- 11.1 For all disputes arising under this agreement the general place of jurisdiction shall be Ingolstadt. This also applies to disputes on the validity of this agreement.
- 11.2 This agreement is governed exclusively by and is to be construed in accordance with the laws of the Federal Republic of Germany. The USER and PMD irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Germany. Rules referring to other legislation do not apply.
- 11.3 Should any individual provision(s) of this agreement be or become ineffective, inoperative or impracticable, the remaining provisions shall stay unaffected by this. The ineffective, inoperative or impracticable provisions shall be replaced with an effective one whose economic effect shall be as close as possible to that intended by the original provision. The same rule shall be applied in any case(s) of missing regulations.
- 11.4 Amendments and supplements must be in written form. Oral agreements only become valid in case of a written confirmation. The requirement to use the written form can only be dispensed in written form.