

General Terms of Use

Preamble

eCl@ss is an international data standard for uniform and consistent classification and description of products, materials, systems and services. eCl@ss e.V. is a non-profit organization, which defines, further develops and distributes this standard across industries on an international basis. The work is financed by membership fees, subsidies and from the provision of the eCl@ss classification standard. The General Terms of Use for the eCl@ss classification standard are intended to further develop and secure uniform eCl@ss structures on a sustained basis to the benefit of all current and potential eCl@ss users .

A. Procurement Sources of the eCl@ss Classification Standard

The eCl@ss classification standard – in part or in whole – may only be procured directly from eCl@ss e.V. or from third parties authorized by eCl@ss e.V. The authorized procurement sources are published via the respective information media (this is usually the eCl@ss e.V. website, newsletters or similar).

It is not admissible to procure the eCl@ss classification standard from procurement sources other than those set out above. Non-observance is construed as an illegal use of the eCl@ss classification standard and an infringement of brand rights (of eCl@ss e.V.) by the procurer and the procurement source (distributor). In such an event eCl@ss e.V. reserves the right to prosecute under criminal law.

B. Use in Return for Payment

1. The use of the eCl@ss classification standard – in whole or in part – by natural or legal entities (hereinafter referred to as users) for commercial or non-commercial purposes shall in principle be subject to charge.
2. The user's duty to pay shall be met by way of payment of a procurement fee to eCl@ss or to a third party authorized to distribute (hereinafter referred to as service provider). This fee may refer to the following:
 - a) the one-off procurement:
 - aa) of a full version (release) of the eCl@ss classification standard; or
 - ab) of a supplement to an existing version (updates and/or service packs);in an available language version (selected by the user).
 - b) the ongoing procurement of a full version of the eCl@ss classification standard and the subsequent supplements (updates and/or service packs) in an available language version (selected by the user).

A corresponding agreement (subscription) with eCl@ss e.V. or the service provider is to be concluded for this ongoing procurement.

The current rates are contained in the Appendix to these “General Terms of Use”.

The fee shall fall due directly on procurement and must be paid to eCl@ss e.V. or the service provider.

3. The user shall not be entitled to pass on the eCl@ss classification standard in whole or in part free of charge or against payment to other natural or legal entities. This shall also apply to versions as well as to updates/service packs of the eCl@ss classification standard, which no longer comply with the current status of the version/update.

This shall not include passing-on within the user’s legal entity to other organizational units of the same legal entity or passing on to companies affiliated with the user’s legal entity within the meaning of Sections 18 et seq. German Stock Corporation Act (*Aktiengesetz*).

If the user intends to pass on to persons other than those set out in Sentence 3, he must enter into a separate agreement with eCl@ss e.V. in advance.

4. Special rights set out in the Statutes for the use of the eCl@ss classification standard shall apply to members of eCl@ss e.V.

C. Material Terms of Use

eCl@ss e.V. shall grant to the user a simple right that is unrestricted in space and time to use the eCl@ss classification standard to the extent of the data procured by him in return for payment under the name eCl@ss in accordance with the following conditions:

1. The user information with respect to the procurement of the eCl@ss classification standard must be complete and correct.
2. The eCl@ss structure and eCl@ss classification of the downloaded files may not be modified by, for example, supplementing or deleting properties or numbers, separating the eCl@ss classification from the eCl@ss set of properties or removing the disclaimer integrated in every download.
3. It is not admissible to combine or mix the eCl@ss standard (classes, properties, keywords and values) with other classification systems or to make them accessible to third parties as eCl@ss standard or independent classification.
4. The user may neither copy, change, replicate, market, edit or convert to a different data format and/or commercially distribute the eCl@ss files or the eCl@ss classification system, also not under a different name, either himself or by third parties.

5. A conversion or integration of the procured eCl@ss files in other software applications, in particular of a commercial nature, shall require the prior written approval of eCl@ss e.V. The “granting of a right to use eCl@ss in a commercial application” may be requested from the eCl@ss office as a form.
6. The user is only entitled to use the name eCl@ss in connection with the eCl@ss file procured whose classification and structure is unchanged. This shall not cover the use of the protected eCl@ss logo, the use of which is reserved for members of eCl@ss e.V.
7. If the eCl@ss name is used, the respective version number must generally be specified.
8. The licensee may translate the language parts of eCl@ss or of the eCl@ss systems to other languages after prior written approval from eCl@ss.
9. eCl@ss shall acquire the copyright and commercial rights to use the translated version free of charge and remuneration in accordance with the agreement on eCl@ss services and work results with those involved in eCl@ss.
10. If errors or defects to a translated eCl@ss version emerge retrospectively, eCl@ss shall be entitled to subsequently revoke the approval given to the user to utilize the translated eCl@ss version by written notification. In this case the eCl@ss version concerned may no longer be used.
11. If eCl@ss publishes its own authorized eCl@ss version in a specific language, any approval which may have been given for any other eCl@ss translations in this language shall expire, which may then no longer be used from this date with the name eCl@ss.

If one of the above mentioned conditions is not met in whole or in part, the user’s entitlement to use the eCl@ss classification standard shall expire.

D. Liability

eCl@ss e.V. shall exclusively guarantee the freedom from viruses of the eCl@ss file/s on procurement of the eCl@ss classification standard in whole or in part from the sources set out in A., as well as their general suitability for the classification of products and services in accordance with the given eCl@ss structure. Specific properties or possibilities or use of the eCl@ss file or of the eCl@ss classification structure are not warranted.

The procured eCl@ss file/s shall be used on the sole responsibility or on own risk of the respective user. eCl@ss shall assume no warranty, liability or responsibility for the correctness and completeness as well as for the assignment or subsequent change in the data entered in an eCl@ss file.

The user shall indemnify eCl@ss e.V. against all claims, damage or economic disadvantages of third parties arising from the user-specific data entry as well as the passing-on or use of an eCl@ss file with entered data and from a change in the eCl@ss structure or classification or passing-on of an eCl@ss file with an altered classification or structure. The same shall apply to the use or passing-on of approved or non-approved eCl@ss translations, which were not made by eCl@ss. The above mentioned passing-on shall require the conclusion of a separate agreement pursuant to Point B, Item 3 of these “General Terms of Use”.

The user shall not be entitled to register or have registered national or international commercial property rights (e.g. patents, utility models, design patents, brands, copyrights etc.) for the eCl@ss classification system or parts thereof in his own or any other name.

E. Acknowledgement of the Terms of Use

On procurement of the eCl@ss classification standard – in whole or in part – the user agrees to these “General Terms of Use”.

This German document has been translated into English. In the event of discrepancies or contradictions between the German and English version, the German version shall apply.

F. Final Clause

German law shall apply exclusively to this Agreement on Use, ousting the provisions of international law. Verbal or other collateral agreements do not exist. Amendments or supplements to this Agreement on Use shall be required in writing to be effective. Venue for all legal disputes in connection with these “General Terms of Use” shall be Cologne.