

General Terms and Conditions

1. Acceptance of Terms

The cross-frontier Ideascanner is owned and operated by cross-frontier GmbH. ("cross-frontier") (collectively, the "Ideascanner"). The following Terms of Use ("Terms") govern your use of the Ideascanner. Read these terms carefully before you ("You") accept these Terms by: (a) placing an order through cross-frontier or (b) otherwise using the Ideascanner.

Additionally, the Ideascanner may itself contain additional terms, codes of conduct or guidelines that govern use of the Ideascanner, including without limitation, particular features or offers (for example, free trials). In the event that any of the Terms contained herein conflict with any additional terms contained within the Ideascanner, then these Terms shall control. Your use of the Ideascanner constitutes Your Agreement to the Terms and any additional terms.

The Terms are entered into by and between cross-frontier and You. Any reference herein to cross-frontier shall be deemed to refer to cross-frontier and/or the Ideascanner, as applicable under the circumstances. The service offered via the Ideascanner, are provided to You, subject to these Terms. Unless explicitly stated otherwise, the Terms will govern Your use of any new features that augment or enhance the Ideascanner.

Cross-frontier, and any third-party providers of the Ideascanner, may make improvements and/or changes to the Ideascanner including the factors, algorithms, services and prices that are offered or described on the Ideascanner, at any time, without prior notice. In addition, cross-frontier does not warrant that the service offered on the Ideascanner is available to all customers or that product descriptions or other content of the Ideascanner is accurate, complete, reliable, current or error-free. If a service offered on the Ideascanner is not as described, Your sole remedy is to return the product in unused condition.

2. Modification to Terms of Use

Cross-frontier reserves the right to update or modify these Terms and, any additional terms, codes of conduct or guidelines, without prior notice. You are responsible for regularly reviewing these Terms and Your continued use of the Ideascanner constitutes Your agreement as to all such updated or modified terms.

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Nothing on the Ideascanner shall be construed as conferring any license under any of cross-frontier's or any Third Party Provider's intellectual property rights, whether by implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses.

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4. Your Conduct

You agree to use the Ideascanner only for lawful purposes. You are prohibited from using the Ideascanner in any way that violates or infringes anyone's intellectual property rights (including copyrights, trademarks, trade secrets, patents, publicity rights or, to the extent protectable, confidential ideas).

5. Indemnification

You agree to indemnify and hold cross-frontier, and its subsidiaries, affiliates, officers, agents, co-branders, or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the use of the Ideascanner.

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YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE IDEASCANNER AND WILL NOT MAKE A CLAIM AGAINST CROSS-FRONTIER FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE IDEASCANNER.

YOU AGREE TO HOLD CROSS-FRONTIER HARMLESS FROM, AND YOU COVENANT NOT TO SUE CROSS-FRONTIER FOR, ANY CLAIMS BASED ON USING THE IDEASCANNER, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

8. Privacy Policy

Cross-frontier respects Your desire for privacy. Cross-frontier's Privacy Policy can be found at the "Privacy Policy". By using the Ideascanner, You are consenting to the processing of Your data by cross-frontier and consenting to the terms of our Privacy Policy. If we decide to make any significant change to that policy, we will post the revised policy prominently on the Ideascanner or otherwise bring it to Your attention, so that You are always aware of what we do with Your information.

9. Termination of Use

Cross-frontier, in its sole discretion, may terminate Your password, Your account, Your use of any of the resources available on the Ideascanner, and remove and discard any Content on the Ideascanner, for any reason, including, without limitation, for lack of use or if cross-frontier believes that You have violated or acted inconsistently with the letter or spirit of the Terms. Any termination of Your access to the Ideascanner under any provision of the Terms may be effected without prior notice, and

Cross-frontier may immediately de-activate or delete Your account and all related information and files in Your account and/or bar any further access to such files or to the Ideascanner. Further, cross-frontier will not be liable to You or any third-party for any termination or suspension of Your Account or Your access to the Ideascanner.

10. General Information

The Terms constitute the entire agreement between You and cross-frontier and govern Your use of the Ideascanner, superseding any prior agreements between You and cross-frontier (including, but not limited to, any prior versions of the Terms). You also may be subject to additional terms and conditions that may apply when You use other cross-frontier services, third-party content or third-party software. You must not assign or otherwise transfer either the Terms or any right granted hereunder.

Any breach of the Terms will result in irreparable harm to cross-frontier for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, cross-frontier will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if cross-frontier seeks such an injunction.

German law govern any action related to the Terms. No choice of law rules of any jurisdiction apply. You and cross-frontier agree to submit to the personal and exclusive jurisdiction of the courts located within Munich.

The failure of cross-frontier to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of the Terms to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. **REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.** The section titles in the Terms are for convenience only and have no legal or contractual effect.

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