

# Terms of Use

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## SCHEIBERSPACE Websites and Web Content

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This site is operated and maintained by private individuals, located on a Virtual Private Server in the EU. In the following, the website owners and operators are referred to as SCHEIBERSPACE Operators.

These Terms of Use shall apply to all SCHEIBERSPACE domains

- Domain  [scheiberspace.net](https://scheiberspace.net)
- Domain  [stammbaum.me](https://stammbaum.me)

including all of their sub-domains, websites, and web applications.

They are collectively referred to as SCHEIBERSPACE Websites.

SCHEIBERSPACE Websites provide you with access to a variety of web pages, text, documents, and other works of authorship, images, graphics, audio and video content, software, services, forums, discussion groups, blogs, and other content. The SCHEIBERSPACE Websites and foregoing content are collectively referred to as SCHEIBERSPACE Web Content.

All SCHEIBERSPACE Web Content is intended for family and friends - i.e. for private use only.

## Users of Web Content

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If you visit SCHEIBERSPACE Websites without login, you are an Anonymous Visitor and have only access to general information.

Anonymous Visitors are not entitled to access Restricted SCHEIBERSPACE Web Content and shall not try to obtain such access. If you need access to Restricted SCHEIBERSPACE Web Content, please apply for a login account by using a web form or contacting SCHEIBERSPACE.

If SCHEIBERSPACE Operators have provided you with a login for a SCHEIBERSPACE Website you are a Registered User and all SCHEIBERSPACE Web Content that is only available after a login is referred to as Restricted SCHEIBERSPACE Web Content. Registered Users are private individuals or project partners with whom other registered SCHEIBERSPACE users exchange confidential data and information.

SCHEIBERSPACE Operators may at any time close your access to Restricted SCHEIBERSPACE Web Content if you should fail to comply with the provisions of these Terms of Use or if you are no longer entitled to access such content.

## Terms for Anonymous Visitors

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As Anonymous Visitor you agree to all terms and conditions of these Terms of Use with

exception of the “Terms for Registered Users”. You may not access OR use SCHEIBERSPACE Web Content if you do not accept these Terms of Use.

## Terms for Registered Users

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All users who access Restricted SCHEIBERSPACE Web Content through a login procedure/account are referred to as Registered Users.

### User Name and Password

When applying for a login account, you must provide SCHEIBERSPACE Operators with accurate, complete, and up-to-date information about the person and organization using this account. SCHEIBERSPACE Operators reserve the right to change the requested user name in order to make it unique and to follow certain conventions imposed by the web service software. Upon successful application, SCHEIBERSPACE Operators will provide you with your user name and an initial password using two different means of transmission (e.g. e-mail and SMS).

You agree (1) to change your password with your first login instantly after receiving the default login credentials, (2) not to share your password(s), account information, or access to Restricted SCHEIBERSPACE Web Content and (3) that you are responsible for maintaining the confidentiality of password(s) and account information and for all activities that occur under your password(s) or account(s) or as a result of your access to a SCHEIBERSPACE Website.

You agree to immediately notify SCHEIBERSPACE Operators of any unauthorized use of your account or any other breach of security. SCHEIBERSPACE Operators will not be liable for any loss you incur as a result of someone else using your password and account with or without your permission.

You further agree to notify SCHEIBERSPACE Operators (1) about any changes in the account information, (2) if the account owner leaves your organization or (3) if the account owner is no longer in charge of the activities for which the access has been granted (e.g. staff moving to another department). SCHEIBERSPACE Operators will then either close this account or update the account details with a replacement account owner you appoint.

### Additional Terms

Some SCHEIBERSPACE Web Content may have Additional Terms like license agreements, privacy terms, export terms, subscription agreements, or other terms and conditions (“Additional Terms”) that apply to your access to or use of the applicable SCHEIBERSPACE Web Content. In the event of a conflict, inconsistency, or difference between these Terms of Use and the Additional Terms, the Additional Terms will control.

These Terms of Use and the Additional Terms (where applicable) form a legally binding agreement between you and SCHEIBERSPACE Operators. Therefore, it is important that you read them carefully before accessing any SCHEIBERSPACE Web Content. In order to use SCHEIBERSPACE Web Content, you must first agree to these Terms of Use. You may not access OR use SCHEIBERSPACE Web Content if you do not accept these Terms of Use. By using SCHEIBERSPACE Web Content, you acknowledge that you have read and agree to these Terms of Use. If you are an individual acting on behalf of a corporation or other legal entity, you represent that you have authority to agree to these Terms of Use on behalf of the legal entity. If you do not agree to these Terms of Use, then you may not access or use SCHEIBERSPACE Web Content.

### **Use of Restricted SCHEIBERSPACE Web Content**

SCHEIBERSPACE Operators grant you a personal, non-assignable license to use Restricted SCHEIBERSPACE Web Content for your own internal use while you are a Registered User. Restricted SCHEIBERSPACE Web Content shall only be used for the purpose indicated and agreed in the login account application (usually a time-limited project that requires sharing of confidential information). Distributing any portion of Restricted SCHEIBERSPACE Web Content to a Third Party, or using any Restricted SCHEIBERSPACE Web Content for the benefit of a Third Party are prohibited.

### **User Provided Content**

Some SCHEIBERSPACE Websites may allow users to contribute information, text, images, media files, papers, software source code, etc that could be interesting for other users. These will collectively be referred to as "User Provided Content". If you should request such material as being confidential you must not place it in areas accessible by others.

Note: All files shared or exchanged point-to-point between SCHEIBERSPACE Operators and you are by default confidential material and NOT User Provided Content.

By publishing, and/or making available for viewing, download, and use of User Provided Content, you represent and warrant that you are the owner of all rights in this content. If your User Provided Content should be based on other works, you must properly and clearly cite these sources and make sure that you have the right to use this material prior to submitting this content to SCHEIBERSPACE Websites.

### **Indemnification**

You agree to indemnify and hold harmless SCHEIBERSPACE Operators and the persons working at or for SCHEIBERSPACE Operators from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, due to or arising out of content that you submit to a SCHEIBERSPACE Website, your violation of the Terms of Use or Additional Terms, or your violation or infringement of any Third Party rights.

### **Monitoring**

SCHEIBERSPACE Operators have the right, but not the obligation, to monitor User Provided Content in the SCHEIBERSPACE Websites to determine compliance with these Terms of Use and any other Additional Terms. SCHEIBERSPACE Operators have the right in their sole discretion to edit, refuse to post, or remove any material submitted to or posted on a SCHEIBERSPACE Website that we find to be in violation of these Terms of Use or otherwise objectionable. You are solely responsible for any information you post, transmit, or otherwise make available on a SCHEIBERSPACE Website. You acknowledge and agree that SCHEIBERSPACE Operators do not have any liability for any action or inaction with respect to any conduct, communication, or posting on a SCHEIBERSPACE Website. SCHEIBERSPACE Operators are not obliged to screen and examine content provided by others.

## **Accepting the Terms of Use**

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By using SCHEIBERSPACE Web Content, you acknowledge that you have read and agree to these Terms of Use.

SCHEIBERSPACE Operators may change these Terms of Use from time to time by updating this page. If changed in a material way, a notice will be posted along with the updated document.

The revised Terms of Use will be effective when posted. Your continued use of a SCHEIBERSPACE Website after changes to the Terms of Use have been published constitutes your binding acceptance of the updated Terms of Use. If at any time the Terms of Use are no longer acceptable to you or should not be in line with applicable law in your country, you must immediately cease all use of SCHEIBERSPACE Web Content.

## Confidentiality

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All Restricted SCHEIBERSPACE Web Content is designated as “confidential”, and you agree not to disclose such information without SCHEIBERSPACE Operators's prior written consent.

## Privacy

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Any personal information collected on a SCHEIBERSPACE Website may be accessed and stored centrally and will be treated in accordance with our Privacy Policy:

[Privacy Policy](#)

## Copyrights

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All SCHEIBERSPACE Web Content is protected by intellectual property law. Unless otherwise stated, SCHEIBERSPACE Operators or the respective author contributing the content to SCHEIBERSPACE Websites either own the copyright and related intellectual property rights in SCHEIBERSPACE Web Content or has obtained the permission of the owner of the copyrights and related intellectual property rights to make it available to you for the purposes described in the Terms Of Use.

SCHEIBERSPACE Operators respect the intellectual property of others. Authors contributing content to SCHEIBERSPACE Websites have been instructed to properly cite all material taken from Third Party sources and to make sure that they have the right to use this material prior to submitting their content to SCHEIBERSPACE Websites. If you believe that any element of content on this site is in violation of intellectual property rights, please inform us immediately.

You may not reproduce, modify, sell, distribute, or create derivative works based on SCHEIBERSPACE-owned SCHEIBERSPACE Web Content unless you have been specifically authorized to do so by SCHEIBERSPACE Operators or, with regard to any Third-Party content, by the Third-Party owners.

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identifies the copyright of a SCHEIBERSPACE operator or author.

In case of a copyright issue, please contact SCHEIBERSPACE Operators at Vienna to get in contact with the respective content author.

## Trademarks

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Company or product names mentioned in SCHEIBERSPACE Web Content may be trademarks or

registered trademarks of their respective companies. You are not permitted to use these Marks without the prior written consent of SCHEIBERSPACE Operators or such Third Party who may own the Mark.

## Links to Other Websites

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SCHEIBERSPACE Websites contain links to other websites and resources that are provided for convenience only. SCHEIBERSPACE Operators have not necessarily reviewed the linked websites and are not responsible for the content or availability of any linked websites. The inclusion of any link to a website does not imply endorsement by SCHEIBERSPACE Operators of the website or their entities, products, or services.

## Rules of Conduct

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Your use of SCHEIBERSPACE Web Content is subject to all applicable laws and regulations, and you agree not to violate such laws and regulations. Any attempt to deliberately damage a SCHEIBERSPACE Website or SCHEIBERSPACE Web Content is a violation of criminal and civil laws. SCHEIBERSPACE Operators reserve the right to seek damages from any such person to the fullest extent permitted by law. In addition, you agree not to post or transmit through a SCHEIBERSPACE Website any material or content that violates or infringes in any way the rights of others or solicits, encourages, or promotes the use of illegal substances or activities; which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, bigoted or hateful, profane, scandalous, pornographic, indecent or otherwise objectionable, gives rise to civil or criminal liability, or otherwise could violate any applicable law.

You may not engage in any activity on a SCHEIBERSPACE Website that restricts or inhibits any other user from using or enjoying the SCHEIBERSPACE Website or SCHEIBERSPACE Web Content, whether by "hacking," "cracking," "spoofing," or defacing any portions of a SCHEIBERSPACE Website. You agree not to attempt to gain unauthorized access to any parts of a SCHEIBERSPACE Website or any user accounts, computer systems, or networks. Access to and use of password-protected or secure areas of a SCHEIBERSPACE Website is restricted to authorized users only. You agree not to access or use a SCHEIBERSPACE Website in any manner that could damage, disable, overburden, or impair (or interfere or attempt to interfere with the proper working of) any user accounts, SCHEIBERSPACE computer systems, or SCHEIBERSPACE networks.

You may not post or transmit through a SCHEIBERSPACE Website any advertising or commercial solicitations; promotional materials relating to services that are competitive with SCHEIBERSPACE; software or other materials that contain viruses, worms, time bombs, Trojan horses, or other potentially harmful or disruptive components; political campaign materials; chain letters, mass mailings, or spam mail. You may not use any robot, spider, site scraper, or other automatic device or process to retrieve, index, "data mine," or otherwise access SCHEIBERSPACE Web Content. You may not harvest, collect, or use information about SCHEIBERSPACE Website visitors.

## Disclaimer

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Your use of SCHEIBERSPACE Web Content is at your own risk. SCHEIBERSPACE Websites are provided on an AS IS and AS AVAILABLE basis, without any other warranties or representations, express or implied, as to the availability, functionality, or usefulness of SCHEIBERSPACE Web Content. SCHEIBERSPACE Operators disclaim all warranties or conditions, express or implied, including, but not limited to, warranties of merchantable quality, merchantability, fitness for a particular purpose, non-infringement, or those arising by law, statute, usage of trade, or course of dealing.

The entire risk for downloading and/or using any material (including SCHEIBERSPACE Web Content) through the use of a SCHEIBERSPACE Website is assumed by you. You will be solely responsible for any damage to your computer system or loss of data or functionality that results from the download and/or use of any material.

Information and software created by Third Parties that you may access on a SCHEIBERSPACE Website or through links is not adopted or endorsed by SCHEIBERSPACE Operators and remains the responsibility of the Third Party.

## Limitation of Liability

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Your use of SCHEIBERSPACE Web Content is entirely at your own risk. If you are not fully aware of the typical and latest threats and risks involved in the use of websites and transmission of information via Internet, and of downloading and using downloaded content, you should consult your IT administrator or user help desk for proper guidance, before using SCHEIBERSPACE Websites and SCHEIBERSPACE Web Content. By accessing a SCHEIBERSPACE Website you represent that you are aware of these risks and have taken the necessary precautions to protect you and your computers and network against such threats.

SCHEIBERSPACE Operators shall not be liable for any direct or indirect damages suffered by users or any Third Party as a result of the Use of or inability to Use a SCHEIBERSPACE Website or SCHEIBERSPACE Web Content. In no event will SCHEIBERSPACE Operators be liable for any lost revenue, profit, business, economic advantage, data, or life, or for direct, indirect, special, consequential, incidental, punitive, or exemplary damages, however caused and regardless of the theory of liability, even if SCHEIBERSPACE Operators have been advised of the possibility of such damages, or they are foreseeable, however they arise, whether in breach of contract or in tort (including negligence), including without limitation damages due to (1) the Use of or inability to Use a SCHEIBERSPACE Website or SCHEIBERSPACE Web Content, or (2) SCHEIBERSPACE Web Content or software you may download, use, modify, or distribute, or (3) statements or conduct of any Third Party on a SCHEIBERSPACE Website, including but not limited to unauthorized access to, or alteration of transmissions or data, malicious or criminal behavior, or false or fraudulent transactions.

SCHEIBERSPACE Operators are also not responsible for claims by a Third Party.

The limitations in this section shall apply whether or not the alleged breach or default is a breach of a fundamental condition or term or a fundamental breach.

## Jurisdiction

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The validity, interpretation, and enforcement of these Terms of Use shall be governed by and construed in accordance with the substantive laws in force in the state of Austria. The terms and conditions used by fully qualified merchants exclusively according to Austrian jurisprudence shall apply.

This Agreement and any contracts based on this Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

The place of jurisdiction for all disputes arising out of or relating to these Terms of Use is Vienna, Austria. Each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. Alternatively, if parties agree, a recognised European International Arbitral Center can be accepted for the settlement of disputes.

In the absence of a suitable legal aid agreement between the state of Austria and the state where the User is located, SCHEIBERSPACE Operators reserve the right to change the place of court to the state or economic region where the User is located or registered.

You agree that SCHEIBERSPACE Operators may provide you with notices, including those regarding changes to the Terms of Use, by e-mail or postings on SCHEIBERSPACE Websites. If one or more of the provisions contained in the Terms of Use is held invalid or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions. Invalid or impracticable terms and conditions are to be replaced by analogue regulations that nearest reflect the original effective purpose of the ineffective clauses.

SCHEIBERSPACE Operators's failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision.

The section heading of these Terms of Use are for convenience only and have no legal or contractual effect.

## Contact

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✉ [postmaster@scheiberspace.net](mailto:postmaster@scheiberspace.net)

Correspondence related to privacy issues: ✉ [privacy@scheiberspace.net](mailto:privacy@scheiberspace.net)

🌐 [Impressum](#)