

Terms of Use Forum

I. General

1. Carl Zeiss GOM Metrology GmbH, hereinafter referred to as ZEISS, provides a digital service in the form of a platform under the name Forum for the exchange of questions and discussions among Users. A ZEISS ID is required to use this service.
2. The rules for the ZEISS ID that is required for use of this service apply.

II. Availability of the service

1. ZEISS reserves the right to temporarily or permanently, partially or completely discontinue the operation of this service. In this case, ZEISS will announce this in an appropriate place at least one month in advance.
2. It is up to ZEISS how this service and its functions are designed. ZEISS can change, expand or restrict this at any time.
3. ZEISS advises that events beyond its control can lead to the unavailability of the service. It is also possible that this service could be temporarily unavailable due to maintenance work or updates.
4. If restrictions, settings, changes or failures in the options for use occur as described in this section, the User is not entitled to any claims for damages, reimbursement or similar against ZEISS.

III. Rules for the use of the service

1. Users can use this service for viewing, editing, downloading the content provided and uploading their own content. A User profile is created by the service based on the ZEISS ID. For more information, please see the privacy policy for this service.
2. As a rule, copyright over topics and posts, to the extent that they can be copyrighted, remains with the User. By transmitting content to us for publication, the User grants us a royalty-free, perpetual, worldwide, and non-exclusive right to use, reproduce, edit, publish, translate, modify, adapt, distribute, perform, present and delete part or all of that content and to grant third parties non-exclusive licenses in respect of that content and to incorporate the content into other works and/or media.
3. Posts may be written in English or German only. Links must be on topic only. Links which do not have any direct connection to the topic at hand or which advertise other websites will be removed without comment.
4. When posting material, including avatars, to the forum, the User must comply with copyrights, copyright and trademark law, and rights to names. Text or images which do not comply with the above rules are prohibited from being posted, linked to or uploaded as an attachment. If Users place material of this kind on this forum, they will indemnify us against all claims by third parties in connection with that material regardless of the legal basis of such claims. This indemnity also includes necessary reasonable costs of legal defense against third-party claims.
5. Insults, innuendo, and sexist or racist remarks of any kind are prohibited.
6. The User is expressly prohibited from doing the following:
 - Misappropriating the space to advertise websites or services
 - Sending unsolicited messages, advertisements, advertising or spam

- Sending altered, misleading or incorrect sender information, including “spoofing” and “phishing”
- Sending automatically generated comments
- Offering goods or services (commercial or private)
- Harassing, insulting or degrading others in any form
- Violating the rights of third parties, especially copyrights
- Promoting protests or rallies of a political nature
- Submitting comments not in the event language
- Inciting violence against people, institutions or businesses
- Posting or sharing pornographic or immoral content, or content that contains acts of violence or terrorist activities, including terrorist propaganda
- Advocating hatred or discrimination against people or groups of people based on their religion, ethnic origin, gender, gender identity, sexual orientation, disability or impairment
- Posting notes that do not relate to the contribution commented on
- Violating the law in any way, including storing, posting or releasing content that is fraudulent, defamatory or misleading
- Invading the privacy or violating the rights of others

8. These rules are binding for all Users. The role of the moderators is to ensure compliance with rules. They have the right to edit, move and delete posts if they consider it necessary. Failure to comply with our rules or the instructions of the moderators, even after being prompted to do so, will result in the user account being blocked. All posts by such Users will be deleted immediately. The same applies in case of any breach of applicable laws.

IV. Responsibility of the User for content

1. Users are solely responsible and bear sole liability for ensuring that they have the necessary rights to use their own or third-party content in connection with the use of this service and that the use of such content is in accordance with the legal provisions.
2. Users are responsible for all activities carried out via their ZEISS ID.
3. Users are solely responsible and liable for the accuracy, quality, integrity and legality of the content they upload.
4. Users are liable for ensuring that the service is not used for racist, discriminatory, pornographic, youth protection endangering, politically extreme or otherwise illegal purposes or contrary to official regulations or requirements or that appropriate content is created and/or stored.

V. Warranty/Liability

1. ZEISS develops and operates this service with due care and in compliance with the state of the art. ZEISS provides this service in each case such as it is offered and does not in any way guarantee or warrant that this service will meet the expectations and/or needs of the User, is secure or is fully or partially available at all times without any disruptions. In particular, ZEISS does not guarantee that uploaded files can be downloaded completely, unchanged and error-free at any time. Proper data backup of the files is solely the responsibility of the User.
2. ZEISS is only liable for its own intent and gross negligence as well as for intent and gross negligence on the part of its legal representatives and vicarious agents. ZEISS is not liable for simple negligence

except in cases of injury to life, limb or health. These limitations also apply to liability of legal representatives and vicarious agents.

3. ZEISS is not liable for damages or frustrated expenses caused by simple negligence except in cases of a breach of essential obligations that endangers the purpose of the agreement or obligations, the fulfillment of which is essential for the proper performance of the agreement and upon the fulfillment of which you regularly rely or may rely (cardinal obligations), whereby the liability of ZEISS in each of these cases is limited to the damages or frustrated expenses that are, at the time the agreement is concluded, reasonably foreseeable in relation to this type of agreement.

4. In as far as the parties have not made any deviating agreements, we exclude liability for damage or frustrated expenses that were caused by simple negligence and that exceed the reasonably foreseeable damage as per Section III. 3.

5. The User is also responsible for the security (virus protection, firewall, etc.) as well as maintaining the security of their end devices (e.g., PC, server) through which the User uses the service.

VI. Termination of Use

1. Users may terminate the use of the service at any time and delete their files at any time.

2. ZEISS reserves the right to terminate access to the service with notification to the User if:

- the User violates these Terms of Use;
- the User uses the service in a way that would create a real risk of damage or loss for us or other Users;
- we discontinue the function of the service.

Using the email address linked to their account, the User will be given reasonable advance notice to cease the activity in question and will be given the opportunity to export or delete the files from our services.

3. When a user account has been permanently deleted, ZEISS reserves the right to delete the uploaded content of Users after a period of three months has expired. ZEISS will inform the User about the planned deletion four weeks in advance, using the provided email address.

VII. Final Provisions

1. The law of the Federal Republic of Germany applies to the use of the service and all related legal relationships between ZEISS and the User. Application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) is excluded.

2. Insofar as the User is a merchant within the meaning of the German Commercial Code, the User is a legal entity under public law or a special fund under public law, or the User does not have a general place of jurisdiction in the Federal Republic of Germany, the agreed place of jurisdiction will be Brunswick, Germany. However, ZEISS remains entitled to bring a lawsuit or initiate other legal proceedings at the User's general place of jurisdiction.

3. ZEISS reserves the right to update the Terms at its own discretion, in particular due to changes to the applicable law or the further development of the service. The changes will be displayed to the User at login before they take effect and must be explicitly accepted by the User. If the User does not agree to the change of the Terms of Use, this service can no longer be used.

4. Should individual provisions of these Terms of Use be found to be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The parties agree to replace such invalid provision with a provision that most closely approximates the economic intent of the invalid provision. The same applies to any loopholes found in these Terms of Use.