

A. Panorama Livecam System

1. Application

- 1.1 These rules and regulations apply for the operation of a Roundshot panorama livecam and for the links between the owner of the website and the website of Seitz Phototechnik AG.

2. Liability of the owner of a web- or livecam, in particular relating to online contents

- 2.1 With the purchase of a panorama livecam the owner of a web-/livecam assumes the sole responsibility for the linking and presentation of contents of the purchased web-/livecam and with that is liable for its contents. The operator of a web-/livecam confirms furthermore that he will configure the webcam in such a way that no individual people (or objects of people that allow people recognition) may be recognised. The operator is solely responsible to comply with the regulations set by law and may not hold Seitz Phototechnik AG liable for any claims made by others. If there should be legal action against Seitz Phototechnik AG, the operator of a web-/livecam will join the legal process and assume all responsibilities set by law. The operator also assumes all costs for legal representation and court fees for the case caused by claims of third parties.
- 2.2 Relating to complaints by users because of illegal or inappropriate use or a criminal act of the operator of the web-/livecam, Seitz Phototechnik may close the link to the operator's webpage without notice at own judgment. Seitz Phototechnik retains the right to initiate litigation in such cases with the responsible authorities. Also, Seitz Phototechnik does not assume responsibility for the content of electronic postcard (E-Cards) that are sent via the electronic web-/livecam platform.

3. Links with other partners

- 3.1 By clicking on a link on the Seitz Phototechnik AG website it may be that you leave this domain. These linked sites of third parties, for instance complementary services or advertisement, are beyond the control of Seitz Phototechnik AG and Seitz Phototechnik AG may not be held responsible for the contents and services of such linked sites. The embedding of such links does not mean that Seitz Phototechnik AG cooperates with the operators of such sites.

4. Data protection

- 4.1 Seitz Phototechnik AG complies with the applicable data protection laws at all times and treats personal data of users with care. Data of individuals is only registered and saved as long as it is necessary to run a particular web-/livecam service. The saved data are only used for the sole purpose of these services. Seitz Phototechnik AG thus makes sure that the saved data is protected by technical and organisational measures from illicit viewing and use. In case of a criminal act or the suspicion thereof Seitz Phototechnik AG may screen the data and pass it on to the authorities on explicit request.
- 4.2 If in the context of the service rendered a user has the possibility to enter personal or commercial data (e.g., email addresses, names, texts), these entries are only published to third parties voluntarily by the user.

5. System integrity

- 5.1 User and operator are not allowed to use any mechanisms, software or routines in connection with the use of the website of Seitz Phototechnik AG or with the activation of a web-/livecam that disturb or interfere with the functioning of the website of Seitz Phototechnik AG. User and operator may not take any measures that can cause an excessive workload of the infrastructure. In these cases, Seitz Phototechnik AG has the right to block the user and/or the operator from accessing the services rendered. Furthermore, user and operator can be held responsible without restrictions for any possible damage caused.

6. Exemption of responsibility

- 6.1 The services (links and up-/downloading facilities) through the website of Seitz Phototechnik AG are offered without any guarantee for their availability nor quality. In particular, Seitz Phototechnik assumes no responsibility for timeliness, correctness, completeness and quality of the information contained in the website. Seitz Phototechnik may not be held liable for any damages caused by deferred accessibility, malfunctioning or erroneous or incomplete information. The liability of Seitz Phototechnik AG for indirect damages is also fully denied.
- 6.2 Seitz Phototechnik AG assumes no responsibility for the correct functioning of the firewall and of possible damages resulting from incorrect settings of the firewall. The responsibility to protect the Livecam system by means of a firewall lies entirely with the customer / Livecam user.
- 6.3 If the customer/operator of the Livecam gives Seitz Phototechnik AG the mandate to install or maintain the Livecam over the Internet and gives Seitz Phototechnik AG access via firewall to the Livecam computer, then Seitz Phototechnik AG cannot be held liable for any risks associated with that access (i.e., non-authorised access by others and losses and damages resulting from such accesses). At the same time Seitz Phototechnik AG ensures to keep passwords/access codes for the Livecam computer secret at all times.
- 6.4 In all other cases a potential liability of Seitz Phototechnik AG against operators, users and third parties within the legally possible is explicitly denied.

7. Final regulations

- 7.1 Seitz Phototechnik AG retains the right to change the terms of this licence at all times without mentioning any reasons. The changes are deemed in force once they are published on the website of Seitz Phototechnik AG (available through download).
- 7.2 Should one clause of this licence or parts thereof become void, all other clauses remain intact. A void clause is recognised as replaced by another one that comes closest to the sense and purpose of the void clause. The same is true for potential legal gaps.
- 7.3 The terms of this licence and all contracts with Seitz Phototechnik AG are formed under Swiss Law. Only applicable jurisdiction as well as point of legal settlement is Frauenfeld / Switzerland.

21 July 2004

B. Panorama Livecam Software

1. Application

- 1.1 The terms for the activation and operation of the livecam software of Seitz Phototechnik AG (Livecam Software) designed for a panorama livecam of Seitz Phototechnik AG. These terms are valid in conjunction with the terms of the GNU General Public License (full text in appendix). In case of doubt the terms of the full text (original GNU General Public License, in appendix) are relevant. They apply for the livecam software as well as for any programs that have been created as a derivative thereof.
- 1.2 Excepted from this licence agreement is the Roundshot Digishot software that is used for the operation of the Roundshot camera. This program is protected by copyright law. Access to the source code of this program as well as modifications of this program are not allowed. If changes and modifications of this program are necessary, they are done by Seitz Phototechnik AG.

2. Intention of this licence

- 2.1 It is the intention of this licence that, as opposed to proprietary software, the user of the panorama livecam software has full freedoms for the full use, modification and distribution and that the source code is at all times freely accessible for everyone.
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- 2.3 All other clauses regarding the intention of the license are specified in the Original GNU General Public License (see appendix).

3. Copying, redistribution and modification of the livecam software

- 3.1 The livecam software can be freely copied, redistributed and modified provided that the following conditions are met:
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 - All modifications in the program are clearly marked (including author and date of modification)
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- 3.2 All other clauses regarding copying, redistribution and modification of the livecam software are specified in the Original GNU General Public License (see appendix).

4. Warranty for the livecam software and exemption of responsibility

- 4.1 Seitz Phototechnik AG makes sure that, on delivery and installation of the Livecam, the software works correctly. The factory settings of the ini-files (PHP, Apache ini and htdocs, Digital Super Software) are delivered together with the installation manual and can be reset to default any time.
- 4.2 Because the Livecam Software is a free licence there is no guarantee for the programs beyond the factory settings. If the factory settings of livecam software are changed, then there is no warranty on its stability or functionality and no warranty for a particular use. This risk is assumed by the operator / user of the software alone. If it is required to change or improve the program, these costs are covered by the operator / user.
- 4.3 Furthermore, no user who copies, redistributes or modifies the program under free licence may be held responsible for the malfunctioning or incompleteness of the livecam software.
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5. Final regulations

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- 5.2 Should one clause of this licence or parts thereof become void, all other clauses remain intact. A void clause is recognised as replaced by another one that comes closest to the sense and purpose of the void clause. The same is true for potential legal gaps.
- 5.3 The terms of this licence and all contracts with Seitz Phototechnik AG are formed under Swiss Law. Only applicable jurisdiction as well as point of legal settlement is Frauenfeld / Switzerland.

21 July 2004

Appendix 1

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