SPAX Design Software User Agreement

SPAX offers users registered on the 'download portal' on the SPAX website, through its 'SPAX Design Software', who take out supplementary registration under this user agreement, a fast and free way of accessing as a planning aid via the Internet the SPAX Design Software provided by SPAX. This enables the user registered in this way (referred to below as: user) to easily and quickly determine the screws from SPAX to be used in its design for a particular construction project.

SPAX also offers the user the option, at the express request of the user, of storing the current calculation result resultant from each use of the SPAX Design Software at the time of the request by the user of the software, together with the project data contained therein, for a period of 6 months from the date this calculation result was last retrieved by the user. This file hosting service will be carried out by service providers appointed by SPAX, who will manage the required data on behalf of and in the interests of SPAX for the aforementioned purposes. These service providers shall be contractually bound by SPAX to comply strictly with the data protection provisions in force.

The SPAX Design Software will be subject to constant modification and expansion in accordance with technical developments and knowledge. It is based on the design standards Eurocode 5 (EC5, EN 1995-1-1) with associated National Appendices, if deposited, as well as ETA-12/0114. The user is free to select the underlying design standards together with the specified units of force and measurement.

This SPAX Design Software serves exclusively as a planning aid in the obligation-free calculation of the SPAX screws to be used for a particular project of the user. On the basis of the entries which the user has made, SPAX provides the user, as a calculation result, with a list of SPAX screws which should meet the requirements specified by the user.

The SPAX Design Software merely gives an initial indication as to which SPAX screws are appropriate for the intended project. Use of the SPAX Design Software and the resulting calculation result shall be exclusively at the user's own risk.

SPAX offers no warranty as to the accuracy and completeness of any calculation obtained or that it will reflect the current state of the SPAX Design Software beyond the date of the calculation.

The only basis for reliable planning is an independent calculation by the person responsible for the respective project. This is a mandatory requirement.

The user is therefore required, either himself or through appropriate experts, taking into account the specified SPAX screws, to check the suitability of the calculation result for the specific purpose for which he intends to use it.

A prerequisite for the use of the SPAX Design Software is the additional registration of the user through the conclusion of this user agreement.

1.   SPAX grants the user the personal, free, simple, non-exclusive and non-assignable right to use the SPAX Design Software.

The user is not entitled to duplicate, process, alter, publish, distribute, sell, rent or lease any part of the software provided and contained in the calculation result. The same applies to the calculation result and parts thereof, with the exception according to clause 2 below. Furthermore, the user may not reverse engineer the SPAX Design Software provided or attempt to extract its source code. Exceptions shall only apply where these are permitted by law or SPAX has provided the user with its written consent to them.

2.   SPAX will provide the user with the respective current calculation results from use of the SPAX Design Software at the time of the user's request, online for local storage free of charge on a computer of the user.

The user undertakes to use the calculation result provided by SPAX and the information obtained from it exclusively for the construction project specified by the user.

Only downloading of the calculation result provided online by the SPAX Design Software is permitted. The user will also be permitted to print out the calculation result as a planning aid for his own purposes in relation to the construction project specified by the user and to store it on external media.

In addition, the user is permitted to pass on the calculation result or parts thereof (exclusively as a planning aid), in printed form or stored on external media, to third parties who are contractually bound to him for the purposes of additional planning and implementation of the construction project which he has specified. The third party contractually bound to the user shall be prohibited from making any further use of it, particularly duplication.

3.   The SPAX Design Software and the calculation result calculated by it on the basis of the data entered by the user shall serve exclusively as a planning aid and to provide information about the SPAX connectors under consideration for implementation of the specified construction projects.

The user uses the SPAX Design Software and the calculation result provided on the basis of his input at his own risk.

The user is responsible in particular, as a result of the due diligence obligations incumbent on him alone, for reviewing the calculation result, including suitability of the specified SPAX connectors for the specific anticipated purpose and the independent calculation by the competent experts responsible for the project in question.

The date on which the calculation result from the SPAX Design Software was generated, based on the data entered by the user, will be stated in the calculation result. It should be noted that the SPAX Design Software is subject to constant modifications.

4.   SPAX has taken all reasonable measures to ensure that the SPAX Design Software, the information which it contains and the calculation result are accurate, error-free and complete.

The SPAX Design Software will be made available to the user free of charge. SPAX therefore, to the extent permitted by law, excludes any warranty for the SPAX Design Software.

SPAX accepts no liability for the accuracy and completeness of the SPAX Design Software, the information which it contains and the calculation result made available to the user, or for how up-to-date these may be, nor does it accept any liability for ensuring that they will match the user's expectations or that they are suitable for the intended purpose.

SPAX provides no warranty for uninterrupted availability and fault-free operation of the SPAX Design Software.

SPAX will not be liable for damages which are attributable to incorrect calculation results. On no account can SPAX be held liable for direct or indirect damage of any type, particularly in the event of business interruption or loss of business information or data. SPAX gives no assurances as to characteristics or guarantee assurances.

SPAX makes no representation that the SPAX Design Software and the calculation result provided are free from computer viruses. It is the user's responsibility to test the SPAX Design Software and the calculation result provided for the presence of such computer viruses using suitable means. It is expressly recommended that this be done. SPAX accepts no liability whatsoever for direct or indirect damages of any type which are caused by the presence of computer viruses.

5.   Further to the data protection declaration, it should be noted that SPAX will collect, process and use the technical data collected in the case of and during use of the SPAX Design Software as well as with the personal data of the user entered by the user, where and to the extent that they are necessary for use of the SPAX Design Software and for accurate calculation of the result.

The user agrees to the collection, processing and use of the following data:

–   data which the user has submitted during registration on the 'download portal';
–   access identification;
–   information provided during individual access to the SPAX Design Software;
–   the recording and storage of data which enables identification of the PC from which the SPAX Design Software was accessed;
–   the time and duration of access to the SPAX Design Software;
–   the file request, i.e. the planning recommendations, which the user has accessed using the SPAX Design Software;
–   storage of the calculation result using file hosting.

SPAX shall be entitled to store, process and use this data within the context of the intended purpose of this user agreement by SPAX and in the event of file hosting by companies

appointed by SPAX which are domiciled in the EU. The same applies to protection of the software provided against unauthorised access or improper use.

Starting with the day on which they were collected, the data will be kept inaccessible for no longer than 6 [six] months following the last login to the SPAX Design Software.

SPAX involves third parties domiciled in the EU in supporting and maintaining the SPAX Design Software provided. SPAX commits these third parties to compliance with the data protection requirements and to confidentiality in respect of the aforementioned data. The data submitted shall be restricted to the minimum necessary. However, where it is obligated by law or by court order to do so, SPAX will disclose the data only to state institutions and authorities entitled to receive it.

The user has the right at all times to information about the data stored regarding him and about the origin and recipients of the said data. He can request it from info@spax.com.

On expiry of the retention period specified above in section 4, the data will be deleted unless further storage is required by statutory provision or an administrative order.

The user may at any time revoke the consents he has given. In this event, his data will be kept inaccessible until expiry of the retention period specified above in section 4. Where the user makes use of the file hosting option offered by SPAX, he may himself at any time delete the data stored in that way.

6.   In the event that individual provisions of this user agreement are or become invalid or unenforceable, in whole or in part, the validity of its remaining provisions shall be unaffected. In place of the invalid or unenforceable provision, a provision shall be deemed as agreed which most closely matches that intended by the parties and meets the statutory requirements. The same applies in the event of a loophole.

Relations between the parties shall be governed exclusively by the law of the Federal Republic of Germany, without regard to choice of law provisions.

If the user is a trader, legal person or special fund under public law, the registered office of SPAX is agreed as the place of jurisdiction. However, if it so chooses, SPAX shall also be entitled to bring an action against the user at its registered office.

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