



LICENCE AGREEMENT

1. WARNINGS

The use of the Digital Map, Documents and Database offered by VoXIS (The Map) is subject to full and complete acceptance of the present License agreement, as well as our General Terms of Sale and special conditions stated on the Invoice.

Copies of The Map reflect conditions as they existed at various points in time before your receipt of such copies. Accordingly, copies of The Map may contain inaccurate or incomplete data or information due to inaccurate or incomplete source materials, the passage of time, road construction, changing conditions, and otherwise...

2. CONDITIONS OF USE

2.1 NUMBER OF USERS

The single-user version of The Map entitles the client to install and use the software and on a single computer.

Clients that have purchased the network license upgrade for The Map in addition to the individual license shall be entitled to make the software and the listings available at a single network location and to access this location from several computers within a single company.

2.2 PERMISSIBLE TYPES OF USE

The Map is intended for private or internal company use only. Hence the client may only perform the following:

- Search The Map for listings in accordance with the available search functions
- Use the found listings for personal or company purposes

2.3 PROHIBITED TYPES OF USE

All applications and types of use not expressly listed in clause 2.2 are prohibited, especially

- You may NOT transfer, assign, rent, lease, sell, or sublicense rights to a third party, un-bundle and/or repackage for distribution or resale, or authorize all or any portion of The Map to be copied onto another user's computer.
- Direct or indirect use of The Map, or parts thereof, by third parties (e.g., making the Map or the listings accessible on the Internet.
- Use of the software and/or listings, or parts thereof, for commercial exploitation of addresses (e.g., selling addresses)

3. NO WARRANTY.

The Map is provided to you "as is," is, and you agree to use it at your own risk. VoXIS and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

4. DISCLAIMER OF WARRANTY

VoXIS AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

5. DISCLAIMER OF LIABILITY

VoXIS AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF VOXIS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

6. LAW — ASSIGMENT OF JURISDICTION

Use of VoXIS images, products and services is governed by Swiss law. In the event of dispute, only the Courts on which the registered office of VoXIS depends shall be competent, notwithstanding plurality of defendants or introduction of third parties, even for emergency procedures or enforcement procedures, on summary procedure or on application.