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fast 360 degree panoramic equipment

LIVECAM SERVICE CONDITIONS

1. DEFINITION ROUNDSHOT LIVECAM

Seitz Phototechnik AG (hereafter named „Seitz") is the manufacturer of the Roundshot Livecam, a webcam for the internet. The Seitz service includes the delivery and service launch of Livecam hardware and software, the configuration and operation of a capture computer as well as the web service for image transfer, web hosting as well as image presentation and diffusion across a variety of media.

1.1 Definition Livecam hardware

The Livecam hardware consists of the following components:

- Roundshot Livecam single frame or 360° panorama camera
- an optional video camera
- weatherproof Livecam housing with heating
- industrial mains adapter 220V/24V
- Ethernet cable (with waterproof plugs for camera) for data communication camera to computer– max. 100m
- power cable (with waterproof plugs for camera) – max. 30m
- capture computer (tethered or integrated in camera) for camera control, image capture, storage and image upload via internet to the Seitz web server

1.2 Definition Livecam software

The Livecam software elements required for operation are:

- Roundshot Livecam capture software (Livecam Generation 2 + 3)
- Roundshot Livecam camera control + stitching software (Livecam Generation 4 + One)
- Roundshot image uploader (for image transfer to the web server via internet)
- Remote access software for remote configuration + maintenance of camera + computer

1.3 Definition Livecam service launch

Our service launch includes the preparation of a capture computer (installation of operating system and its configuration, installation of all programs required for image capture and image transfer), connection of camera in mast and of Ethernet and power cables, start of capture computer, configuration of camera (lens, focal length, focussing, aperture, tilt) as well as the set-up of capture software parameters according to customer preferences and image transfer via internet to our web server (uploader). This service launch can be done either on site or, if the customer connects the camera and cables in the mast himself, through remote connection (web). The service launch does not include any mast installation work nor cable or internet installations.

Possible configuration parameters of the camera are:
- Choice of focal length
- Image angle horizontally (up to 360°) and vertically
- Ideal exposure (automatic exposure control)
- Aperture control
- Choice of ISO/ASA
- Digital zoom
- Resolution of the image
- Blurring of sensitive areas in the image (please also see chapter 5 – risks)
- Rhythm of image taking (scheduler)
- Image processing (saturation, compression, contrast etc.)
- Further options

1.4 Mast installations
Seitz Technicians have no training and no certification for mast installations. These tasks need to be executed by specialists and need to be commissioned by the customer.

1.5 Definition web service
The purpose of our web service is the following:
a) Create the images with highest quality (with Roundshot Livecam capture software or Roundshot Livecam camera control + stitching software)
b) Configure and maintain the camera for optimum service via remote access software
c) Transfer the images by a secure protocol (https) from the camera to the web server (with Roundshot image uploader)
d) Process the images professionally and make them available on a multimedia platform through webhosting on the one hand and visualisation and distribution of data via various media on the other

All available features of the web service are listed in detail as follows. Subscribed features are included in a web service plan and its costs are paid through a yearly web service fee.

1.5.1   Image creation
The license of the Livecam image capture software or Roundshot Livecam control + stitching software is included in the web service. The Seitz team configures these software tools in consultation with the customer for best results.

1.5.2   Remote access by Seitz technician
The Seitz team connects via VPN remote access (Teamviewer or dedicated Roundshot VPN solution) to the Livecam computer to change camera settings or to maintain the software tools.

1.5.3. Image upload, image processing and webhosting
An image upload tool transfers images to the Seitz web server. The web server receives and processes the images and then creates a data back-up.

To ensure the quality and consistency of our service, images are transferred directly on the Seitz web server. The images are visualised with the web interface made available by Seitz. Installing this web software on third party web servers or making the code available to customers or external partners is strictly excluded. It is possible, however, to access the images on the Seitz web servers and display them in a third party interface for preview purposes or animations. Seitz does not take responsibility for third party software or web servers.

The copyright of the images remains with the owner of the Livecam. Seitz has – in addition – the right to publish images or parts thereof on its own website or via other media (iphone/ipad, printed advertisement, trade shows, etc.) for publicity purposes or for the promotion of the Livecam network or product (Livecam reference website, roundshot social media channels such as facebook, instagram or twitter) or for distributing the images in additional channels for the customers (via sharing partners for example weather channels).

1.5.4 Image visualisation + image distribution

1.5.4.1 Web interface

An interactive web interface is made available by Seitz to visualise the images. This web interface contains the customer logo with website link on the top left together with the title of the camera. The available functionalities of this website can be viewed by visiting a Livecam reference website anytime.

The web interface is programmed in html5. For computers, browsers and mobile devices for which html5 cannot be displayed or for browsers not supporting html5, the website loads in html4 with limited functionality. The detection of html5 or html4 is automatic.

The start-up logo is differentiated depending on the level of service plan ("economy": roundshot / "full": customer-branded).

Seitz gives the customer the right to use the web interface but remains owner of the website and of the code. The logo of Seitz, of roundshot or of its distribution partners are displayed when loading the Livecam image in the background and during image display in the lower right corner.

1.5.4.2 Weather data

Within the web interface Seitz provides a weather forecast for the actual day as well as a 3-day forecast. The forecast includes a general weather situation (symbol), the minimum as well as maximum temperature (in ° C or ° F), precipitation (in mm or in inches), the probability of precipitation (in %) as well as wind speed (in km/h or m/h) and wind direction. This data is updated once per day at 4 am (CET).

Seitz activates the weather data automatically for all Livecams for which this feature is subscribed. Customers who would not like to have the weather data displayed in their Livecam website are kindly asked to deactivate this feature in the web admin tool (CMS) and to inform Seitz in writing that they renounce from using the weather service.

Seitz works together with a meteorology data provider which delivers the weather forecasts and which is responsible for the consistency of data. The logo of this data provider is displayed underneath the weather data. The provider ensures careful preparation of data following modern scientific methods. Nevertheless, the data provider cannot assume any liability for the accuracy of weather forecasts contained in the data. Equally, the data provider cannot accept any liability for claims which are based on the fact that the weather forecasts do not fully or partially comply. The data is delivered under exclusion of any guarantee. Claims for damages are excluded.

1.5.4.3 Web Admin Tool (CMS) for web interface, sharing and image data base

The set-up and management of the web interface is done independently by the customer through an admin web tool. To this end, Seitz makes a password protected user account available.

The web admin tool (CMS) allows customising the Livecam web interface, to manage the image database as well as to share images with different partners on various platforms.

1.5.4.4 Embedding code for sharing website + images
Seitz makes various codes available for embedding the Livecam website in other websites. These codes include animated thumbnails in html/java, iframes, overview maps as well as direct links to images. These embedding codes are only available in the web admin tool (CMS) and are not publicly displayed. The customer may share these codes at his own discretion, for example for the publication of the Livecam contents in third-party webcam portals. Seitz takes no responsibility for links of third party websites.

The codes for animated thumbnails as well as the direct links contain a 32-digit, randomly generated code ("hash-key") which should prevent that these embedding codes can be easily guessed from codes of other customers. Iframes contain the URL of the Livecam website and are not protected. The customer acknowledges the fact that website source code cannot be protected and that Livecam embedding codes are visible in public.

1.5.4.5 Distribution of images ("sharing partners")
Seitz retains the right to share customer images for those Livecam installations not protected by a password with third party providers (for example webcam portals, tv channels, etc.) if these third parties promote the Livecam. These sharing partners have the choice between three possible promotion standards: written or oral (for television) of location, location + customer name, location + customer name + http backlink.

Customers have direct control over the automated sharing of images with third parties through the admin web tool (CMS – "share"). Customers can allow or prevent the sharing of images according to the following promotion standards:
- "yes" through mentioning of «location»
- "yes" through mentioning of «location + customer name»
- "yes" through mentioning of «location + customer name + backlink»
- "no" (no sharing)

As a preset for all customers (all customer categories) the promotion standard "location" applies. Due to a potential competitive conflict with sharing partners, the preset for weather stations is "no". These promotion standards can at all times be modified by the customer.

Seitz gives its sharing partners access to a software tool (api.roundshot.com) which generates a flow of Livecam images for automatic download. Through this software tool only those Livecam images are accessible for which there is a match between offered (sharing partner) and accepted (customer) promotion standard. If the offered promotion standard creates a more significant promotion effect than the accepted standard, these Livecam images are also available for download by the sharing partner.

For image sharing in tv channels, the sharing partner does not give any guarantee whether the Livecam images will be broadcast and at what frequency.

Seitz signs a contract with sharing partners and checks from time to time if the rules are respected. The sharing partners with established contract are listed on the Seitz website (www.roundshot.com). If a sharing partner does not respect the rules, Seitz terminates the contract and stops the distribution of images by blocking the server IP of the sharing partner.

1.5.4.6 Multiple instances of a web interface
For one camera several web sites (instances) can be set up. This makes it possible to promote one camera in several ways. Several sponsors of the camera can operate their own website instance using their own logos and texts.

1.5.4.7 Smart phone + tablet applications
Seitz makes two apps available for smart phones and tablets for IOS + Android:
- Roundshot Livecam app – with customer-specific activation code – with customer logo
- Roundshot Livecam Global app – without code – with roundshot logo

These apps are available as downloads to all users free of charge in the app store and in google play. The default activation key for the customer-specific app corresponds to the first part of the Livecam URL.

Livecam images can be accessed in the Roundshot Livecam Global app via several filters (map, list by, around me, most popular, favourites, links). A voting system lets users give votes to their Livecams of choice with a ranking of Livecams being displayed in a list.

Seitz prepares the apps for every customer after installation of the Livecam. New Livecams are also added to the apps by Seitz. This automatic activation of apps does not apply for those Livecams which are password protected. To promote the apps, the Livecam website contains a link to the app with the activation code.

1.5.4.8 Screensaver program + display of images on large screens
Seitz makes two screensaver programs available for Windows and Mac computers for 64-bit operating systems:
- Roundshot Livecam screensaver – with customer-specific activation code
- Roundshot Livecam Global screensaver – without code

The screensaver programs are available as downloads from the roundshot website free of charge. The default activation key for the customer-specific screensaver corresponds to the first part of the Livecam URL.

When a computer is idle, the Livecam screen saver shows the last image or a series of "best shot" images as a rotating panorama in full screen. The logo of the roundshot installation partner together with the title of the Livecam is displayed in between images. On the top left corner, the customer logo is shown.

Seitz prepares the screensaver for every customer after installation of the Livecam. New Livecams are also added to the screensaver by Seitz. To promote the screensaver, the Livecam website contains a link to the screensaver program with the activation code. Customers not wishing to have a Roundshot Livecam screensaver or not wishing to be included in the Roundshot Livecam Global screensaver are kindly requested to inform Seitz in writing.

The screensaver program can also be used to display the Livecam images in full screen on one or several large screens or through a network of screens. To this end, the customer provides a computer with internet access. The customer logo is displayed on the top left corner. Optionally, on the lower left corner the date and time and on the lower right a running ticker text are shown. The ticker text can be set up and managed in the admin web tool (CMS).

1.5.4.9 Diffusion of Livecam images on television
Seitz supports the customer and its partners to diffuse Livecam images in television channels. To this end, the customer provides a computer with internet access. Possible technologies are: HDMI-to-IP or HDMI-to-SDI Transcoder or other hardware or software solutions. Seitz provides a special tv interface (web site) or a screensaver program for image animation.

1.5.4.10 Password-protected Livecam websites

The Livecam website and/or the image download can be protected with a user name and a password. If the customer chooses to activate password protection, he is kindly requested to inform Seitz in writing. Please note that password protection does not guarantee a completely secured access. Images can still be accessed via embedding codes and image direct links even if the specific embedding codes for a Livecam are not openly published. Seitz does not assume any responsibility for unauthorised website or image access. For Livecam installations requiring higher security levels, a dedicated server system and access protection needs to be implemented which is out of the scope of the present Livecam Service Conditions.

1.5.4.11 Maximum web disk space and automatic deletion of image data

Every camera has a specified limit of disk space reserved on the web server. This limit is specified by web service type ("full" or "economy"). On request and for special requirements (for example to document construction sites) this disk space can be enlarged. Once the available disk space of a Livecam reaches 90% of the specified limit, the system automatically deletes all images of the oldest day with the exception of the image at noon. The maximum disk space of this additional archive of noon images is limited to 10% of the specified limit. Once this limit is reached, the oldest images in this archive are also automatically deleted.

The customer can save or keep the images through the following measures:
- Copy of the original images from capture computer
- Automatic copy of the original images from capture computer to an external hard disk
- Automatic forwarding of images from Seitz webserver by FTP or SFTP
- Periodic mass download of images from data base through web admin tool (CMS) dispatch via download link
- Order to Seitz to increase the storage limit

1.5.4.12 Video

For Livecams with an integrated video camera video sequences are uploaded to the web server, processed and saved in a separate video data base. These videos are visualised in the html5 web interface and are deleted from the web server after a maximum duration of 72 hours. Such video sequences can only be created for the purpose of promotion (tourism, weather observation, marketing) or site documentation purposes (e.g. construction sites) and not for video surveillance. For video capture increased data protection regulations apply. In particular, no persons or objects of persons may be recognised. For additional information please check section 5: "Special Risks when operating a webcam".

1.5.4.13 Types of web service

Three types of web service are available:
- Web service "full"
- Web service "economy"
- Web service "video"

Their features are explained in the following table:

Features	Web Service		
	"economy"	"full"	"video"*
1.5.1 Image creation	✔	✔	✔
1.5.2 Remote access by Seitz technician	✔	✔	✔
1.5.3 Image upload, image processing and webhosting	✔	✔	✔
1.5.4.1 Web interface (html5/html4)	✔	✔	✔
1.5.4.1 Start-up logo for web interface (html5/html4)	roundshot	customer	
1.5.4.2 Weather data		✔	
1.5.4.3 Web admin tool for web interface, embedding codes + image data base	✔	✔	✔
1.5.4.4 Embedding codes for website + images	✔	✔	✔
1.5.4.5 Distribution of images ("sharing partners")	✔	✔	
1.5.4.6 Multiple instances of a web interface		✔	
1.5.4.7 Smart phone + tablet application (customer-branded): Roundshot Livecam app		✔	
1.5.4.7 Smart phone + tablet application (roundshot-branded): Roundshot Livecam Global app	✔	✔	
1.5.4.8 Screensaver program (customer-branded)		✔	
1.5.4.8 Screensaver program (roundshot-branded)	✔	✔	
1.5.4.9 Diffusion of images on television		✔	
1.5.4.10 Password-protected Livecam websites	✔	✔	
1.5.4.11 Maximum web disk space	1 GB	100 GB	1 GB
1.5.4.12 Video			✔
3.2.2 Troubleshooting service	8am-6pm Mo-Fr**	8am-6pm every day***	

*   Web service "video" is only available in combination with a web service "economy" or "full"
**   Monday to Friday excluding public holidays; for further details, see section "Troubleshooting service"
*** Monday to Sunday including public holidays; for further details, see section "Troubleshooting service"

It is possible to add specific features to the web service "economy".

1.6 General Data Protection Regulation (GDPR) by the European Union

The General Data Protection Regulation (GDPR) of the European Union does not apply to the business activities of Seitz Phototechnik AG, as no personal data are registered or processed.

Nevertheless, Seitz ensures that all components of the Livecam Software Platform - if applicable - are in compliance with GDPR.

The components of the Livecam Software Platform relevant for GDPR are the frontend websites (html5, html4 websites, etc.) for which Seitz has issued specific Cookies + Privacy Policies. These are displayed in the frontend web pages and can also be downloaded through the following links:

Roundshot cookies policy
Roundshot privacy policy frontend

For all other Livecam services (api, CMS, support website, own www website + club) Seitz has also issued privacy policies, which are available as downloads in the following website:

Roundshot privacy policies (api, CMS, support, www, club)

Only personal data that is necessary for the functioning of the Livecam service (eg an email address, a first and last name for the optional sending of an "ecard") as well as cookies and user data are collected. This data is not stored on the server. No IP addresses are logged.

As far as the traffic analysis and tracking with google analytics is concerned, Seitz has created the possibility for the user to deactivate the tracking ("opt-out cookies").

People may be detected in the Livecam images. Seitz recommends blurring of relevant sections of the image by giving Seitz blurring instructions (see section 5.1 Responsibilities and rights of the owner or operator of the Livecam for online content).

Seitz provides a reporting tool, which is available in the html5 (desktop) website, for reporting one-time or permanent blurring requests by website visitors. Such a request creates a ticket in the Seitz support system and is then processed by Seitz technicians in consultation with the customer.

Seitz has appointed the following person as data protection officer:

Mr. Urs Krebs
u.krebs(at)roundshot.com

2. PREREQUISITES FOR INSTALLING THE ROUNDSHOT LIVECAM

2.1 Choice of the Livecam Location – On-Site Demo
For Livecams for which Seitz is in charge of service launch and service, a first visit on site and inspection of possible locations of the Roundshot Livecam is included. The ideal location has a very important impact on the future success of a Livecam. Our photographer creates test images which are then loaded on the web server to visualise the new installation.

2.2 Preconditions for the Installation
To make sure that the Livecam can be installed efficiently and securely, the Livecam customer prepares the following items:
- Installation of a solid camera mast according to the requirements defined by Seitz (pdf drawing), including grounding and lightning protection
- Set up of a secured access to the camera (ladder, elevator, flying worker)
- Set up of an electricity mains supply (220V or 110V) in a distance of maximum 30m from the camera; preparation of a waterproof box for the 24V mains adapter; by electrician
- Provision of a DSL connection with router or network access and confirmation of attributed IPs (camera/computer) through network specialist; for locations without DSL the Roundshot Livecam is also available with a wifi or a 3G/4G mobile internet connection
- Integration of the computer in the network respecting all available security guidelines (DMZ) and opening the following ports:
  - Port 80 / 8080 (http/https) for image upload
  - Port 443 for VPN access (Livecam generation 3 + 4 + One)
  - Port 123 (time synchronisation)

For Livecams with integrated computer (Roundshot Livecam Generation 3 + 4 and Livecam One), the computer is configured so that the VPN access is protected with a username + password. For security reasons, no DNS server is installed and only point-to-point internet connections (to the Seitz VPN server, to the Seitz image processing server / firewall, to the time synchronization server) are possible from the camera computer. Seitz does not disclose the root password of the computer.

Seitz makes sure to deliver all necessary data and information to prepare the installation to the customer beforehand (drawing mast/camera, datasheet mains adaptor, for more complex installations drawing of building and connections). The cables (Ethernet/power) as well as the mains adaptor are in most cases delivered to the customer prior to the installation.

The camera creates the images by rotation of the camera head. This rotating movement can create vibrations or noise. It is important to mount the camera and the mast in such a way that there are no transmissions of sound or vibrations to nearby living spaces. Should the environment be sensitive to noise or vibration, the Seitz technician will consult the customer during the initial site inspection.

3. OPERATION OF THE ROUNDSHOT LIVECAM

3.1 Commitments of the customer
The customer makes sure that
- the power supply to the camera is stable (no temporary power)
- the internet connection via DSL is always available
- the access to the Livecam is always possible
- there are no network conflicts (2x identical IPs)
- that all security norms for the firewall and the network are strictly respected

The Livecam customer must notify the Seitz team of any interruptions in camera operation immediately by phone or by email. To resolve such interruptions, the customer assists the Seitz technician wherever possible on site (for example by restarting the computer, taking images of the camera hardware in case of failures, etc.).

For warranty repairs or repairs at cost Seitz assumes no responsibility or cost for re-installation of a Livecam, especially if the site is difficult to access (for example if the camera is installed on a high mast).

3.2 Commitments of Seitz

3.2.1 Warranty and exclusion of liability
All Seitz Roundshot products are covered by a 2-year warranty for production or assembly faults. This warranty and the exclusion of liability are defined in our General Terms & Conditions.

3.2.2 Availability of the Livecam product – troubleshooting service
All Livecam parts as well as software components are designed for maximum reliability and longevity. Nevertheless, it is possible that the operation of a Livecam is disrupted.

Seitz has access to an online monitoring tool with which all Livecam installations are supervised. Despite of this automated tool it is not possible to detect all possible disturbances (for example, when the image quality is impaired). This is why the Seitz technicians also rely on alerts by the customer.

Troubleshooting
The customer reports malfunctions by phone using the general Seitz number
052 369 68 00 (+41 52 369 68 00).

The Seitz team connects as quickly as possible via remote access to the camera or to the web admin tool (CMS) to resolve the problem via software.

This remote access service is available during office hours Monday through Friday from 8am to 6pm Central European Time (CET). For emergencies and exclusively for web service plan "full" there is a weekend service on Saturdays, Sundays and Bank Holidays from 8am to 6pm (CET).

If the problem cannot be resolved via remote access, Seitz will initiate the following steps for troubleshooting:
- Detection of the problem over the phone with the customer on site (test of the hardware, problem description)
- Wherever necessary and helpful delivery of spare parts or of a new computer
- Wherever necessary and helpful visit at customer site and repair of Livecam on site
- Wherever necessary and helpful dismantling of camera and delivery to Seitz

If the Livecam cannot be repaired on site, it will be serviced at the Seitz factory and reinstalled as quickly as possible. This reinstallation will be done either by the customer (delivery of repaired Livecam) or by a Seitz technician. The most efficient and economical approach will be defined by communication between the customer and Seitz.

Repairs which are due to production or assembly faults will be completed under 2-year warranty free of charge. For all other repairs the work hours of the Seitz technician, the material costs as well as possible dismantling/installation costs (transportation) or delivery charges will be charged.

For maintenance and problem solving on the web server Seitz established a service contract with a specialised system administration company which guarantees interventions on 365 days during the year.

3.3 Possible causes of a malfunction and exclusion of liability
Malfunctions can be traced back to different causes, which often cannot be related to one single problem. Often these causes are beyond the control of Seitz. Seitz cannot be held liable for any loss caused by a product or any unsatisfactory application of the product, neither in the event of loss of revenue by the customer. Seitz does not reimburse any costs for the web service due to camera issues or service disruptions.

3.4 Service Level Agreements
Seitz makes sure that the Livecam installation works properly. For a high resolution scan the camera requires sufficient light, generally available from sunrise to sunset. During this timeframe image capture is possible every 10 to 15 minutes. Within one hour after sunrise as well as one hour before sunset light conditions can change significantly. This is why images are not guaranteed shortly after sunrise and shortly before sunset. Night images are possible but because of inferior light conditions not always recommendable.

Further service level agreements are explicitly denied.

4. TERMS OF CONTRACT

4.1 Duration of Contract
These Livecam Service Conditions take effect at the moment of installation of the Livecam until year end. The contract is automatically renewed for another year if the customer does not give notice in writing before 31 December.

4.2 Billing
The costs of the web service are invoiced at the beginning of the year for the entire year of service. The invoice is payable within 30 days. For a contract starting in the course of the year the service fee is calculated for the time period from start of the contract until 31 December (pro-rata-temporis).

4.3 Termination of Contract
The customer or Seitz can terminate the contract anytime for year end (31 December). The service fee from the moment of contract termination until year end is not reimbursed.

A return of the Livecam and reimbursement of the purchase price is excluded in any event, even if the customer or Seitz terminates the service contract.

5. SPECIAL RISKS WHEN OPERATING A WEBCAM

5.1 Responsibilities and Rights of the Owner or Operator of a Livecam

With the purchase or rental of a Seitz Roundshot camera the client assumes the sole responsibility for the linking and presentation of contents of the purchased camera and with that is liable for its contents. The client confirms furthermore that he/she will instruct Seitz to configure the camera in such a way that no individual people (or objects of people that allow people recognition) may be recognised.

The client is solely responsible to comply with the regulations set by law and may not hold Seitz liable for any claims made by others. If there should be legal action against Seitz, the client will join the legal process and assume all responsibilities set by law. The client also assumes all costs for legal representation and court fees for the case caused by claims of third parties.

5.2 Responsibilities and Rights of Seitz

Through the Livecam capture software Seitz can blur sensitive parts of the still image using different blurring levels or by covering the area with a rectangle or polygon of any colour. Seitz configures the image capture according to the instructions of the customer and ensures that sensitive parts will be permanently blurred or covered. Seitz only executes the instructions of the customer and is by no means liable for any infringement of privacy laws.

For video sequences there is no pixelisation tool. Video sequences need to be configured by setting angle and zoom levels so that they comply with the law.

The exact regulations vary by country. As an example, here are the government guidelines for webcams operated in Switzerland:
https://www.edoeb.admin.ch/datenschutz/00625/00729/00737/index.html?lang=de

Relating to complaints by users because of illegal or inappropriate use or a criminal act of the client, Seitz may close the link to the client's webpage without notice at own judgment. Also, Seitz does not assume responsibility for the content of any communications that are sent via the web platform.

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

Seitz 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 service. The saved data are only used for the sole purpose of these services. Seitz 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 may screen the data and pass it on to the authorities on explicit request.

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.

The services (links and up-/downloading facilities) through the website of Seitz are offered without any guarantee given for their availability or quality. In particular, Seitz assumes no responsibility for timeliness,

correctness, completeness and quality of the information contained in the website. Seitz may not be held liable for any damages caused by deferred accessibility, malfunctioning or erroneous or incomplete information. The liability of Seitz for indirect damages is also fully denied.

Seitz 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 system by means of a firewall lies entirely with the client / user.

If the client gives Seitz the mandate to install or maintain the camera over the internet and gives Seitz access the connected computer, then Seitz 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 ensures to keep passwords/access codes for the computer secret at all times.

In all other cases a potential liability of Seitz against operators, users and third parties within the legally possible is explicitly denied.

6. FINAL REGULATIONS

Please observe also our General Terms & Conditions which are available as download from our website. The Seitz Roundshot software license as well as the conditions of the "club" are explicitly excluded from these conditions. Seitz reserves the right to modify and amend any contract or license at any time without giving reasons.

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. JURISDICTION
These General Terms & Conditions are governed under the laws of Switzerland.

The applicable court is Frauenfeld / Switzerland.