Lubechart Terms of Use

Area of Application

These Terms of Use govern the legal relationship between the User and the operator (hereinafter "Provider") of the Lubechart service software (hereinafter "Service"). By using the Service the user explicitly accepts these Terms of Use.

Registration for the Service

In order to use the Service the User must first complete the registration. Upon successful registration the Service will be activated for the User.

The User may not allow a third party to use his login details. The User is obligated to maintain the strict confidentiality of his login details and to keep them protected from use by third parties.

Services of the Provider

The Provider allows the User, within the scope of these Terms of Use, to use the Service for the creation and maintenance of a lubrication plan. The Provider will make every effort to keep the Service available. The Provider accepts not further service obligations. In particular the User has no entitlement to the constant availability of the Service.

The Provider assumes no responsibility that the provided Service be correct, complete, reliable, usable, or up-to-date.

The use of the Service is at no charge to the User. The Provider may change these Terms of Use, in which case notifications of such changes will be made with two months advanced notice.

Disclaimer

The Service is provided "as is" and "as available". At all times, the User remains responsible for use of the Service and assume all risk and liability for all consequences resulting from it. Any claim for compensation for damages is excluded.

User Obligations

The User accepts that the Provider may examine any provided information in order run and maintain the Service.

Modification or Termination of the Service

The Provider is permitted, without previous notification, to make changes to the Service.

The Provider is permitted to terminate the service upon prior notification of 2 months. In the case of termination of the Service, the Provider is allowed, but not obligated, to delete the data provided by the User.

Applicable Law and Jurisdiction

This contract is subject exclusively to Swiss law. The exclusive place of jurisdiction shall be the courts at the seat of Provider.

12-01-2015, simatec ag, CH-3380 Wangen a. Aare, Switzerland