

Terms of use of the ABP | uptoIP Highlighter

Concluded between you, as the acquiror (hereinafter referred to as “User”) of an ABP | uptoIP Highlighter and ABP Patent Network GmbH, Rosenauerweg 16, 4580 Windischgarsten, Austria (hereinafter referred to as “ABP”):

1. General Provisions

1.1 The following terms of use apply to the use of the browser extension for the Google Chrome and Microsoft Edge browsers in the form of the ABP | uptoIP Highlighter (hereinafter referred to as “ABP Highlighter”). The use of the ABP Highlighter is – subject to Article 1.3 – exclusively permitted on the basis of the present terms of use. The application of other general and/or special terms and conditions or any other terms, of whatsoever type, shall be explicitly precluded with respect to the use of the ABP Highlighter; ABP herewith explicitly opts out from the applicability of such other terms and a lack of an objection being voiced and/or provision of the software also do not result in the applicability of any such terms.

1.2 The User agrees to the present terms of use at the latest when installing the ABP Highlighter.

1.3 The ABP Highlighter consists of, contains, uses and/or addresses different third party software. The User may use the ABP Highlighter only within the scope of and in accordance with the terms and conditions of the present agreement and only in their entirety, while the contained, used and/or addressed third party software can be subject to other terms, which are listed in [Annex 1](#) and are accepted by the User.

1.4 If the User does not agree with the following conditions or parts thereof, the ABP Highlighter must not be installed.

2. Download and Functionality

2.1 In order to use the ABP Highlighter acquired by the User with the application of all available functions, the installation of the ABP Highlighter as a browser extension in the respective current version is required.

2.2 The ABP Highlighter generally works with all common devices and operating systems as a browser extension for the web browsers Google Chrome and Microsoft Edge Chromium. ABP assumes no liability or warranty for the functionality of the ABP Highlighter on the User's device and/or operating system, nor for the functionality of the ABP Highlighter being given on all interfaces and/or displayed contents of the Google Chrome and Microsoft Edge Chromium web browsers.

3. Use of the App

The functionality of the ABP Highlighter is as follows: *By adding one or more terms, they will be highlighted on the page with the freely defined color. A wildcard * can be used to make the search for the partial term to be highlighted open. The extension is generally enabled on pages *my.uptoip.com* but can be enabled in the options for all pages. If the global search is used within *my.uptoip.com*, the searched terms are automatically highlighted in the “uptoIP Orange”.*

In connection with the use of the acquired ABP Highlighter, the User shall have access to all free functions for their own application, subject to the provisions of Article 4 of the present terms of use.

4. Duties of the User

4.1 The User undertakes not to commit any violations of the law or cause any damage when using the ABP Highlighter, in particular (a) not to transmit to and/or by means of the ABP Highlighter any contents with malware, viruses, Trojans and/or other programs that can damage the software; (b) not to violate morality with their use behavior, in particular not to use the ABP Highlighter for espionage or pornographic purposes; or (c) not to violate any intellectual property rights and/or copyrights, personal rights, property rights or other rights of third parties.

4.2 Moreover, the User undertakes to ensure by appropriate precautions that persons with whom the User shares such contents, data, information or the like that are generated using the ABP Highlighter (hereinafter all jointly referred to as "Contents"), do not commit any of the mentioned violations of the law. The User shall ensure that no unauthorized persons gain access to the ABP Highlighter.

4.3 In this context, the User shall indemnify ABP entirely from all claims raised by third parties towards ABP for one or several ones of the aforementioned violations of the law, shall indemnify and hold ABP harmless, including from and against execution, and undertakes to reimburse all damage, costs, expenses and disadvantages incurred by ABP in this context.

5. Services of ABP

5.1 ABP shall provide the User with the ABP Highlighter with the publication on the Google Chrome Webstore in the respective available scope and with the respective existing functions for free use as described in item 3.

5.2 The User acknowledges that ABP shall be entitled to restrict, expand and discontinue the ABP Highlighter or parts thereof at any time and without stating reasons, both worldwide and regionally, comprehensively or only for individual users. The User has neither a claim to the continuous availability of the ABP Highlighter in the Google Chrome Webstore nor a claim to the provision or maintenance of any functionalities. The ABP Highlighter has no functionality to query for synonyms of the search terms entered by the User.

5.3 ABP shall grant the User a non-exclusive and non-transferable right to use the ABP Highlighter as provided by ABP to the extent necessary for the purpose for which it is provided by ABP, i.e. for the functional use of the ABP Highlighter using the functions of the program described in Section 3. No further rights are granted, in particular no exploitation rights, especially no right to reproduce, distribute, make available, edit and/or modify.

5.4 The ABP Highlighter consists of, contains, uses and/or addresses different third party software components. Such software programs by third parties, which are required or useful for the use of the ABP Highlighter, are specified in the third party overview, Annex 1, and are licensed to the User according to the terms of the relevant license agreements of the third parties (hereinafter referred to as "Third Party Licenses").

The User shall explicitly confirm that they have taken note of the specific provisions contained in the third party overview relating to the individual third party software contained in, used and/or addresses in the ABP Highlighter and shall be obliged to adhere to these provisions.

The rights and duties of the User and/or of ABP that are the subject matter of the present agreement shall explicitly only refer to the ABP Highlighter as such and in its entirety. With regard to third party software components, the provisions of the present agreement shall apply only if and to the extent to which the Third Party Licenses do not conflict with them. If Third Party Licenses prohibit any duty/limitation of the present agreement, it shall not apply with respect to the corresponding open source component. The User shall acknowledge that these Third Party Licenses may be modified by

the respective licensors at any time, in whole or in part, and without any liability to the User. If Third Party Licenses, which relate to the open source software, provide for mandatory application of the respective provision of a Third Party License, these third party license terms shall apply instead of the provisions in question.

If and insofar as ABP is obligated to make available to the User the third party source code in connection with the ABP Highlighter according to Third Party Licenses regarding open source software, such an offer shall hereby be deemed made.

6. Intellectual Property

The ABP Highlighter, in particular the corresponding source software, and all of its parts, such as the user interface, as well as all further developments and improvements, – subject to the rights of third parties to third party software components – shall be the sole property of ABP. The User shall not obtain any rights to the ABP Highlighter except for the rights of use described in Article 5.

7. Warranty and Liability

7.1 ABP shall provide the ABP Highlighter to the User free of charge. ABP shall use its best efforts to ensure continuous availability of the ABP Highlighter and all functions offered, and to correct any errors without undue delay. However, ABP shall not assume any warranty the ABP Highlighter, its functionality and/or availability, correctness, freedom of errors, freedom from third party intellectual property rights and copyrights, completeness and/or usability. The transmission of Contents to or with the help of the ABP Highlighter shall be at the sole risk of the User.

7.2 ABP shall always endeavor to keep the ABP Highlighter free of malware, computer viruses, etc. The liability of ABP in this context and relating to defects of/in the ABP Highlighter shall be limited to cases of intent and extreme gross negligence, as well as other mandatory legal cases. The liability for consequential damage, such as in particular damage caused by defects, damage from data loss, consequential damage caused by defects and/or accompanying damage, indirect damage, pure financial loss as well as loss of profit and/or comparable claims, shall be expressly precluded.

7.3 It is recommended that, for their own safety, the User ensures that suitable virus protection and/or state-of-the-art security measures are in place on the corresponding devices.

8. Data Processing

The User acknowledges that ABP does not process any personal data of the User due to the download, installation and use of the ABP Highlighter by the User.

9. Term of Agreement

9.1 The present agreement shall come into effect at the latest upon installation of the ABP Highlighter and shall be concluded for the duration of the valid installation on the User's device. Should the User no longer wish to use the functions of the ABP Extension, termination is possible at any time. Termination shall be effected by the deletion of the ABP Highlighter by the User.

9.2 ABP shall be entitled at any time to terminate the contractual relationship as described in Section 5.2 and/or for any other important reason with immediate effect. In such event, the User is not entitled to any claims against ABP.

9.3 Provisions 4, 6 and 7 shall remain unaffected by a termination of the agreement.

10. Miscellaneous, Governing Law and Court of Jurisdiction

10.1 If individual or several provisions of the present terms of use were to be declared invalid, inadmissible or unenforceable for whatever reason, this shall not affect the remaining provisions. The invalid provision shall be replaced by another provision which is closest to the content of the legally ineffective provision.

10.2 Default or delay in asserting a right established for the business relationship of the contracting parties shall not be deemed a waiver of such right by the respective contracting party for this or future cases. A waiver of rights is valid only if declared in writing by the party entitled to the claim.

10.3 These terms and conditions correspondingly apply to potential legal successors of the User and the User will ensure assignment where required.

10.4 Austrian law shall apply to the present agreement. The application of the provisions of the Vienna Convention on Contracts for the International Sale of Goods and the conflict of laws provisions of international private law is expressly precluded.

10.5 The exclusive place of jurisdiction for all legal disputes arising in the context of the business relation between the User and ABP, if the User has their permanent place of business in an EU Member State, Iceland, Norway or Switzerland, shall be Windischgarsten, Austria. If the User has their permanent place of business in another state, any disputes arising from and/or in connection with the business relationship between the User and ABP shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by an arbitrator appointed by ABP and the User by mutual agreement or, if no agreement is reached, by an arbitrator appointed in accordance with these Rules. The place of arbitration shall be Zürich, Switzerland. The language of arbitration shall be German.

Regardless of this arrangement on jurisdiction, ABP reserves the right to assert claims for injunctive relief and/or claims for temporary legal relief at all authorities of any kind whatsoever, including national courts of any legal system whatsoever.

10.6 In the relationship with consumers, the provisions of this agreement shall only apply insofar as they do not contradict relevant mandatory legal provisions, in particular those of the Consumer Protection Act.

Annex 1

jQuery

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