

StarMoney - Ihr Finanzmanager 3.2 Lizenzvereinbarung

Endbenutzer-Lizenzbestimmungen

Star Finanz-Software Entwicklung und Vertriebs GmbH

(nachfolgend "STAR FINANZ")

Durch die Installation oder die Nutzung der Software erkennt der Lizenznehmer die nachfolgenden Lizenzbestimmungen uneingeschränkt an.

§1. EINWILLIGUNG ZUR ÜBERTRAGUNG VON NICHT-PERSONENBEZOGENEN DATEN

§ 1.1 Der Lizenznehmer willigt darin ein, dass zur Aufrechterhaltung und Verbesserung der Produktfunktionalitäten sowie zu statistischen Zwecken nicht-personenbezogene technische Informationen erhoben und an STAR FINANZ übertragen werden, welche die Anwendungssoftware und das Betriebssystem identifizieren.

§ 1.2 Personenbezogene Daten des Lizenznehmers werden von STAR FINANZ nur insoweit verarbeitet, als dies zur Durchführung der angebotenen Dienste erforderlich ist. Eine automatische Erhebung personenbezogener Daten findet nicht statt. Der Lizenznehmer muss personenbezogene Daten selbst eingeben. Personenbezogene Daten werden nicht an Dritte weitergeleitet, außer wenn dies zuvor dem Nutzer kenntlich gemacht wurde und der Nutzer der Übertragung durch eine eindeutige und bewusste Handlung elektronisch zugestimmt hat.

§2. VERTRAGSGEGENSTAND

§2.1 Dem Lizenznehmer wird von STAR FINANZ weder eine ausschließliche noch eine übertragbare Lizenz zur Nutzung dieser Software zu den Bedingungen dieser Endbenutzer-Lizenzbestimmungen gewährt. Die Nutzung unterliegt ferner den Nutzungsbedingungen und der Endbenutzervereinbarung vom Apple App Store. STAR FINANZ ist alleinige und ausschließliche Eigentümerin der Rechte an der Software. Der Lizenznehmer erhält außer den hier beschriebenen Nutzungsrechten keine weiteren Rechte. Insbesondere ist es dem Lizenznehmer untersagt, die Software zu unterlizenzieren, zu verleihen und/oder in irgendeiner anderen Form die Software -bzw. das Recht zur Nutzung der Software- zu verbreiten.

§2.2 Bei einer unentgeltlich eingeräumten Lizenz behält sich STAR FINANZ das Recht vor, innerhalb der Software Werbung einzublenden bzw. einblenden zu lassen, ohne dass der Lizenznehmer die Möglichkeit hat, solche Werbung zu unterdrücken.

§3. LIZENZ-AUSÜBUNG

Der Lizenznehmer wird die Software nicht ändern, übersetzen, zurückentwickeln, entkompilieren oder abgeleitete Werke erstellen. Die Software ist ausschließlich für die persönliche, nicht jedoch für die kommerzielle Nutzung durch den Lizenznehmer bestimmt. Der Lizenznehmer hat bei einem Verstoß gegen vorstehende Verpflichtungen unter Ausschluss des Fortsetzungszusammenhanges eine Vertragsstrafe in Höhe von EUR 1.000,- an STAR FINANZ zu zahlen. Die Geltendmachung von Schadensersatz ist dadurch nicht ausgeschlossen. Unbeschadet der Vertragsstrafe und der Geltendmachung von Schadensersatz wird STAR FINANZ bei Verstößen gegen die Lizenzbestimmungen das erteilte Nutzungsrecht widerrufen, ohne dass ein Anspruch auf Rückzahlung der geleisteten Lizenzgebühr besteht.

§4. SCHUTZRECHTE

Der Lizenznehmer erkennt die Rechte von STAR FINANZ an dem Produkt (Patente, Urheberrechte, Warenzeichen, Geschäftsgeheimnisse) uneingeschränkt an. Das betrifft auch das Copyright an Dokumentationen, die schriftlich oder auf Computerspeichermedien vorliegen. Er verpflichtet sich, diese Rechte zu wahren und alle Schritte zu unternehmen, um Beeinträchtigungen oder Verletzungen dieser Rechte durch Dritte, soweit diese durch ihn oder über ihn in den Besitz des Produktes gelangt sind, zu unterbinden und zu verfolgen.

§5. PRODUKTAKTUALISIERUNGEN

STAR FINANZ kann jederzeit Ausführung und Inhalt seiner Produkte aktualisieren und/oder revidieren. Aktualisierte oder revidierte Produkte unterliegen ebenfalls diesen Endbenutzer-Lizenzbestimmungen.

§6. HAFTUNG UND GEWÄHRLEISTUNG

§6.1 Das Produkt ist getestet und weist die angegebenen Funktionen auf. STAR FINANZ übernimmt keine Gewähr für die Eignung des Produktes bezüglich der beabsichtigten Verwendung des Lizenznehmers. STAR FINANZ übernimmt bezüglich der Überlassung von Alpha-, Beta-, Test- und Pilot-Versionen oder anderen nicht finalisierten Produkten keinerlei Haftung und Gewährleistung. Bei dem Einsatz solcher noch nicht zum Vertrieb freigegebener Software können Fehlfunktionen und sogar Datenverluste auftreten. Dem Lizenznehmer sind diese Risiken bekannt und er akzeptiert sie auch. Der Einsatz derartiger Programme erfolgt auf eigene Gefahr des Nutzers und unterliegt einem vollständigen Gewährleistungs- und Haftungsausschluss, was der Nutzer ausdrücklich zur Kenntnis genommen hat und auch akzeptiert. Diese Versionen sind nur zu Testzwecken zu verwenden und dürfen nicht öffentlich vorgeführt werden.

§6.2 Die Gewährleistung erfolgt durch Nachbesserung bzw. Ersatzlieferung. Der Lizenznehmer hat das Recht zur Wandlung oder Minderung nur, wenn die Nachbesserung bzw. Ersatzlieferung fehlgeschlagen ist und dem Vertragshändler bzw. STAR FINANZ gegenüber eine Nachfrist von mindestens 30 Tagen gesetzt wurde. Eine weitergehende Gewährleistung ist ausgeschlossen. STAR FINANZ haftet dem Lizenznehmer nur nach Maßgabe dieses Vertrages. Weitergehende Schadensersatzansprüche des Lizenznehmers sind ausgeschlossen soweit sie nicht auf Vorsatz oder grober Fahrlässigkeit beruhen. Die Haftung für indirekte Schäden ist ausgeschlossen.

§6.3 Soweit der Lizenznehmer die seitens der STAR FINANZ angebotenen und online zur Verfügung gestellten Softwareaktualisierungen nicht in Anspruch nimmt, kann er sich im Rahmen der Gewährleistung und Haftung nicht auf einen etwaigen Softwaremangel berufen, soweit dieser etwaige Mangel durch die online zur Verfügung gestellten Softwareaktualisierungen hätte beseitigt werden können.

§7. Erweiterte Nutzungsbedingungen für mobile Dienste

§7.1 STAR FINANZ ist nur zur Bereithaltung der vom Lizenznehmer angeforderten Inhalte verpflichtet. Für die Übertragung dieser Inhalte ist alleine der jeweilige Mobilfunkanbieter des Lizenznehmers zuständig und verantwortlich. Die für die Übermittlung dieser angeforderten Inhalte anfallenden

Telekommunikationsentgelte sind alleine vom Lizenznehmer zu tragen.

§7.2 Die Inhalte der mobilen Dienste sind ausschließlich für die persönliche Nutzung durch den Lizenznehmer bestimmt und dürfen von ihm an Dritte weder übertragen noch in sonstiger Weise weitergegeben werden. Für die Nutzung der mobilen Dienste von Dritten gelten ergänzend die Nutzungsbedingungen der jeweiligen Dienstanbieter.

§7.3 Die Inhalte und die Verfügbarkeit der mobilen Dienste sind alleine von dem jeweiligen Dienstanbieter (STAR FINANZ oder Drittanbieter) abhängig. Sollte ein Dienstanbieter technische und/oder inhaltliche Änderungen vornehmen oder kommt es zu Störungen und/oder Ausfällen bei der Nutzung dieser Dienste, so ist es möglich, dass dieser Dienst nicht mehr oder nur noch eingeschränkt genutzt werden kann. Ein Anspruch des Lizenznehmers auf Wiederherstellung der Nutzungsmöglichkeit dieses Dienstes besteht nicht. Insofern wird keine Gewährleistung für eine dauerhafte Nutzungsmöglichkeit dieses Dienstes übernommen; der gänzliche und/oder teilweise Wegfall dieser Dienste stellt keinen Mangel der Software dar.

§7.4 STAR FINANZ behält sich ausdrücklich das Recht vor, unter Einhaltung einer Bekanntgabefrist von 60 Tagen, einzelne mobile Dienste zukünftig nicht mehr und/oder kostenlose mobile Dienste zukünftig nur noch zur entgeltlichen Nutzung anzubieten. Insbesondere kann STAR FINANZ unentgeltlich oder entgeltlich nutzbare mobile Dienste jederzeit einstellen; der Lizenznehmer hat keinen Anspruch auf unbegrenzte Nutzung dieser mobilen Dienste. Ferner kann STAR FINANZ bei unentgeltlich zur Verfügung gestellten mobilen Diensten Werbung einblenden bzw. einblenden lassen, ohne dass der Lizenznehmer die Möglichkeit hat, solche Werbung zu unterdrücken.

§8. BEENDIGUNG DES LIZENZVERTRAGES

Verstößt der Lizenznehmer gegen eine oder mehrere Lizenzbestimmungen, so kann STAR FINANZ den Lizenzvertrag fristlos kündigen. Nach Beendigung des Vertrages ist der Lizenznehmer zur Nutzung der Software nicht mehr berechtigt.

§9. SCHLUSSBESTIMMUNGEN

§9.1 Es gilt das Recht der Bundesrepublik Deutschland. Als Gerichtsstand gilt Hamburg als vereinbart, soweit der Lizenznehmer Vollkaufmann ist.

§9.2 Der Lizenznehmer ist nicht berechtigt, Rechte oder Pflichten aus diesem Vertrag zu übertragen oder abzutreten.

§9.3 Sollten einzelne Lizenzbestimmungen unwirksam bzw. nichtig sein oder werden, so wird dadurch die Wirksamkeit der übrigen Lizenzbestimmungen nicht berührt. Die nichtigen bzw. unwirksamen Lizenzbestimmungen werden in einem solchen Fall durch solche wirksamen Bestimmungen ersetzt, die dem wirtschaftlichen Zweck der unwirksamen bzw. nichtigen Lizenzbestimmungen am nächsten kommen. Diese Regelung greift nicht bei Verträgen gegenüber Verbrauchern.

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End-User License Agreement Star Finanz-Software Entwicklung und Vertriebs GmbH (hereafter "STAR FINANZ")

By installing or using this software, the licensee agrees unconditionally to the following terms and conditions.

§1. CONSENT TO THE TRANSMISSION OF NON-PERSONALLY IDENTIFIABLE DATA

§ 1.1 The licensee agrees that non-personally identifiable technical information that identifies the software version and operating system will be uploaded and transmitted to STAR FINANZ for the purposes of maintenance and improvement of product functionality as well as for statistical purposes.

§ 1.2 The licensee's personal data are processed by STAR FINANZ only insofar as is necessary for the implementation of the services offered. Automatic collection of data does not take place. The licensee must enter personal data him- or herself. Personal data are not disclosed to third parties except when indicated to the user and the user has electronically consented to the transfer through a clear and conscious action.

§2. SUBJECT OF AGREEMENT

§2.1 The licensee will be granted by STAR FINANZ neither an exclusive nor a transferrable license for the use of this software per the conditions of this end-user license agreement. Its use is further subject to the terms of service and the user agreement of the Apple App Store. STAR FINANZ is the sole and exclusive owner of the rights to this software. The licensee holds no additional rights outside of the usage rights described herein. The licensee is expressly forbidden from sub-licensing the software and from loaning and/or distributing the software and its respective usage rights in any other form.

§2.2 When granting a free license, STAR FINANZ reserves the right to display advertisements or to permit advertisements to be shown within the software without giving the licensee the option to suppress such advertising.

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The licensee will not alter, translate, reverse engineer, or recompile the software or develop derivative works thereof. The software is intended strictly for the personal and noncommercial use of the licensee. Upon infringement of the preceding obligations, excluding continuation of offense, the licensee must pay a fine of 1.000,00 euros to STAR FINANZ. The claim of further damages is not precluded thereby. Without prejudice toward the penalty and the recovery of damages, for infringement of the license agreement STAR FINANZ will revoke the user rights granted therein without the need to refund the license fee.

§4. TRADEMARK RIGHTS

The licensee unconditionally recognizes the rights of STAR FINANZ to the product (patents, intellectual property rights, branding, trade secrets). This applies also to the copyright of documentation that is available in writing or on computer storage media. The licensee commits to protect these rights and to take all necessary steps to prevent and prosecute the curtailment or infringement of these rights by third parties insofar as these are undertaken through the licensee or the licensee's possession of the product.

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STAR FINANZ can update and/or revise the performance and content of its product at any time. Updated or revised products likewise remain subject to this end-user license agreement.

§6. LIABILITY AND WARRANTY

§6.1 The product is tested and features certain functions. STAR FINANZ assumes no responsibility for the suitability of the product with respect to the intended application of the licensee. STAR FINANZ likewise assumes no liability or warranty for the transfer of alpha, beta, test, and pilot versions or other non-finalized product versions. The operation of such software releases not yet ready for market distribution can result in errors and data loss. The licensee is aware of and accepts these risks. The operation of such programs takes place at the user's risk and is subject to a complete warranty and liability exclusion that the user has expressly acknowledged and accepted. These versions are only to be used for testing purposes and should not be publicly presented.

§6.2 The warranty is fulfilled through remedial measures or replacement. The licensee has the right to exchange or refund only if the respective remedial measures or replacement have failed and the authorized dealer or STAR FINANZ has exceeded a grace period of at least 30 days. A continuation of warranty is not possible. STAR FINANZ is liable to the licensee only within the provisions of this agreement. Additional damage claims on behalf of the licensee are precluded unless they are based on willful or gross negligence. The liability for indirect damage is excluded.

§6.3 Should the licensee fail to take advantage of the software updates offered and made available online by STAR FINANZ, the licensee cannot invoke possible software defects within the framework of warranty and liability insofar as these possible defects might be eliminated by the provided software updates.

§7. EXTENDED TERMS OF USE FOR MOBILE SERVICE

§7.1 STAR FINANZ is responsible only to make available the content requested by the licensee. The respective mobile service provider of the licensee is alone authorized and responsible for the transfer of this content. The telecommunication charges for the transmission of this requested content are to be borne solely by the licensee.

§7.2 The content of the mobile services is intended exclusively for the personal use of the licensee and may neither be granted to a third party nor imparted in other ways. The terms of use issued by the respective mobile service providers for the use of mobile services from third parties are additionally applicable.

§7.3 The content and availability of mobile services are solely dependent upon the respective service provider (STAR FINANZ or a third party). Should a service provider make technical and/or substantive changes, or should there be interruptions and/or outages during the use of these services, it is possible that this service can no longer be used or can only be used in a limited capacity. The licensee has no claim to the restoration of these services. In this respect, there is no guarantee of uninterrupted usage of this service; the complete and/or partial discontinuation of these services does not constitute a defect of the software.

§7.4 STAR FINANZ expressly reserves the future right to no longer offer individual mobile services in consideration of a 60 days announcement time and/or to charge for mobile services that are currently offered free of charge. In particular, STAR FINANZ can adjust or discontinue free-of-charge or paid mobile services at any time; the licensee has no claim to unlimited use of these mobile services. Furthermore, STAR FINANZ can display advertisements or permit advertisements to be shown within its available free-of-charge mobile services without giving the licensee the option to suppress such advertising.

§8. TERMINATION OF THE LICENSE AGREEMENT

Should the licensee violate one or more of the terms of use, STAR FINANZ can terminate the license agreement without notice. Following termination of the agreement, the licensee is no longer authorized to use the software.

§9. FINAL PROVISIONS

§9.1 The laws of the Federal Republic of Germany apply. Hamburg will serve as the place of jurisdiction if the licensee is a commercial merchant.

§9.2 The licensee is not authorized to grant or relinquish the rights or responsibilities of this agreement.

§9.3 Should individual terms of use be or become void or invalid, the efficacy of the remaining terms of use will not be affected likewise. In such cases, the void or invalid terms will be replaced by operative conditions that are near to the commercial purpose of the void or invalid terms. This regulation does not come into effect for contracts with consumers.

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Son kullanıcı lisans koşullarıStar Finanz-Software Entwicklung und Vertriebs GmbH(aşağıda „STAR FINANZ“ olarak tanımlanmıştır)

Yazılımın (Software) enstalasyonu veya kullanımı ile lisans alan aşağı ıda belirtilen lisans koşullarını kısıtlama olmaksızın kabul etmektedir.

§1. KİŞİYE DAYALI OLMAYAN BİLGİLERİN AKTARILMASINI KABUL ETME

§ 1.1 Lisans alan, ürünün fonksiyonunun kalıcı olması ve düzeltilmesi ve istatistik amaçlar için kişiye dayalı olmayan teknik bilgilerin alınmasını ve bunların uygulama yazılımını ve işletme sistemini belirleyen STAR FINANZ'a aktarılmasını kabul etmektedir.

§1.2 Lisans alanın şahsi bilgileri STAR FINANZ tarafından ancak teklif edilen hizmetlerin gerçekleştirilmesi için gerekli olduğu ölçüde işlenir. Şahsi bilgilerin otomatik olarak toplanması söz konusu değildir. Lisans alanın şahsi bilgilerini kendi girmesi gerekir. Önce kullanıcıya bildirmeksizin ve kullanıcının elektronik ortamdaki bir davranışıyla aktarılmasına kesin ve net bir şekilde onay vermediği durumlar hariç şahsi bilgiler üçüncü şahıslara verilmez.

§2. ANLAŞMANIN KONUSU

§2.1 STAR FINANZ tarafından lisans alana, bu son kullanıcı lisans koşullarına uygun bir şekilde bu yazılımı kullanmak için ne münhasır ne de devredilebilir bir lisans verilmektedir. Kullanmak için ayrıca Apple App Store'nin kullanma koşulları ve son kullanıcı anlaşması geçerlidir. STAR FINANZ tek başına ve mühasıran bu yazılımın haklarının sahibidir. Lisans alana burada açıklanan kullanma haklarının dışında başka haklar verilmemektedir. Lisans alanın özellikle bu yazılımın lisansını başkalarına vermesi, ödünç vermesi ve / veya başka bir şekilde yazılımı veya yazılımın kullanma haklarını yayması yasaktır.

§2.2 Lisans alanın bu tür bir reklamı silmesi imkanı olmaksızın, STAR FINANZ ücretsiz verilen lisansta yazılım içinde reklam gösterme veya gösterme hakkını kendisine mahfuz tutar.

§3. LİSANSI UYGULAMAK

Lisans alan bu yazılımı değ iştirmeyecek, tercüme etmeyecek, geri geliştirmeyecek, düzenini bozmayacak, veya türev yazılımlar geliştirmeyecektir. Yazılım lisans alan tarafından sadece kişisel kullanmak için amaçlanmıştır ve ticari amaçla kullanılması yasaktır. Lisans alan yukarıdaki yükümlülüklerle aykırı davranılması durumunda, devam ettirme bağlantısı hariç tutularak, STAR FINANZ'a EUR 1.000,- miktarında bir anlaşma cezası ödemek zorundadır. Ayrıca zarar tazminatının talep edilmesi de mümkündür. Anlaşma cezası ve zarar tazminat talepleri bundan etkilenmeksizin, lisans koşullarına aykırı davranma durumunda STAR FINANZ verilen kullanma hakkını iptal edecektir, böyle bir durumda ödenmiş olan lisans harçlarının geri ödenmesi hakkı bulunmamaktadır.

§4. KORUMA HAKLARI

Lisans alan kısıtlama olmaksızın STAR FINANZ'ın üründeki haklarını (Patentler, telif hakları, markalar, ticari gizlilik) kabul etmektedir. Bu, yazılı olarak veya bilgisayarda hafızaya kayıt etme maddelerinde mevcut olan dokümantasyonların Copyright'leri (Telif hakları) için de geçerlidir. Lisans alan, bu hakları korumakla ve, eğer kendisi tarafından veya kendisi üzerinden üçüncü kişiler bu ürüne sahip olacak olurlarsa, üçüncü kişiler

tarafından bu hakların kısıtlanmasını veya aykırı davranılmasını önlemekle ve takip etmekle yükümlüdür.

§5. ÜRÜNÜN GÜNCELLEŞTİRİLMESİ

STAR FINANZ her zaman kendi ürünlerinin modelini ve içeriğini güncelleştirebilir ve/veya düzeltebilir. Güncelleştirilen veya düzeltilen ürünler için de aynı şekilde bu son kullanıcı lisans koşulları geçerlidir.

§6. SORUMLULUK VE GARANTİ

§6.1 Ürün denenmiştir ve belirtilen fonksiyonları içermektedir. STAR FINANZ ürünün lisans alıcısının hedeflediği kullanım açısından uygunluğundan sorumlu değildir. STAR FINANZ verilen Alpha, Beta, Test ve Pilot versiyonları veya başka sonuçlandırılmamış ürünler için sorumluluk üstlenmemektedir ve garanti vermemektedir. Böyle halen pazarlanmasına müsaade edilmemiş yazılımlar kullanıldığında, hatalı fonksiyonlar ve hatta bilgilerin kaybolması söz konusu olabilir. Lisans alan bu riskleri bilmektedir ve bunları kabul etmektedir. Bu tür programlar kullanıldığında, tehlikelerini tek başına kullanıcı taşımaktadır ve bu durumda garanti ve sorumluluk tamamen hariç tutulmaktadır, kullanıcı bunu kesin olarak bilgi edinmiş ve de kabul etmiştir. Bu versiyonlar sadece test amacı ile kullanılmalıdır ve halka açık tanıtılmamalıdır.

§6.2 Garanti, sonradan düzeltme veya yedeğin teslimatı ile gerçekleşmektedir. Eğer sonradan düzeltme veya yedeğini teslim etme başarılı olmadıysa ve anlaşma satıcısına veya STAR FINANZ'a sonradan en azından 30 günlük bir müddet tanındıysa, ancak o zaman lisans alanın bir değ işirme veya tenzilat hakkı bulunmaktadır. Bundan daha fazla bir garanti hariç tutulmaktadır. STAR FINANZ lisans alana karşı sadece bu anlaşma ölçüsünde sorumludur. Eğer kasit veya ağır bir dikkatsizlikten kaynaklanmıyorsa, lisans alanın bundan daha fazla zarar tazminatı talep etmesi hariç tutulmaktadır.

§6.3 Eğer lisans alan STAR FINANZ tarafından teklif edilen ve online hazır tutulan yazılım güncelleştirmelerinden yararlanmayacak olursa, böyle bir durumda, muhtemel böyle bir hata veya eksiklik online hazır tutulan yazılım güncelleştirmesi ile giderilebilecekse, lisans alan garanti ve sorumluluk çerçevesinde muhtemel böyle bir yazılım hatasını geçerli kılamaz.

§7. Mobil hizmetler için genişletilmiş kullanma koşulları

§7.1 STAR FINANZ sadece lisans alan tarafından talep edilen içerikleri hazır tutmakla yükümlüdür. Bu içeriklerin aktarılmasından ve iletilmesinden sadece lisans alanın ilgili mobil telefon sunucusu yetkilidir ve sorumludur. Bu talep edilen içeriklerin aktarılmasından ve iletilmesinden kaynaklanan telekomünikasyon ücretlerini tek başına lisans alan üstlenmekle yükümlüdür.

§7.2 Mobil hizmetlerin içerikleri sadece lisans alan tarafından kişisel kullanmak için belirlenmiştir ve lisans alan tarafından üçüncü kişilere aktarılması veya başka türlü bir şekilde verilmesi yasaktır. Mobil hizmetlerin üçüncü kişiler tarafından kullanılması için ayrıca ilgili hizmet sunucusunun kullanma koşulları geçerlidir.

§7.3 Mobil hizmetlerin içerikleri ve hazır bulunması ilgili hizmet sunucusuna (STAR FINANZ veya üçüncü sunucu) bağlıdır. Eğer bir hizmet sunucusu teknik ve/veya içerikte değ işlikler yapacak veya bu hizmetleri kullanırken arızalar olacak ve/veya kullanılması mümkün olmayacak olursa, böyle bir durumda bu hizmetlerin artık kullanılamaması veya sadece kısıtlı bir şekilde kullanılabilmesi söz konusu olabilir. Lisans alanın, bu

hizmeti kullanma olanaklarının tekrar yerine getirilmesi hakkı bulunmamaktadır. Bu açıdan bu hizmeti sürekli bir şekilde kullanma konusunda garanti üstlenilmemektedir; bu hizmetlerin tamamen ve/veya kısmen kalkması, yazılımın hatalı olduğu anlamına gelmez.

§7.4 STAR FINANZ kesin olarak, 60 gün önceden ilan ederek, tek tek mobil hizmetleri gelecekte artık ücret karşılığında ve/veya ücretsiz mobil hizmetleri gelecekte artık sadece ücret karşılığında kullanmak üzere sunma hakkını kendisine mahfuz tutar. STAR FINANZ özellikle ücretsiz veya ücretle kullanılan mobil hizmetleri her zaman için durdurabilir; lisans alanın bu mobil hizmetleri süresiz kullanma hakkı yoktur. STAR FINANZ ayrıca, lisans alanın bu tür bir reklamı silmesi imkanı olmaksızın, ücretsiz hazır tutulan mobil hizmetlerde reklam gösterebilir veya gösterebilir.

§8. LİSANS ANLAŞMASININ SONA ERMESİ

Eğer lisans alan bir veya birkaç lisans koşullarına aykırı davranacak olursa, böyle bir durumda STAR FINANZ lisans anlaşmasını süre tanımadan fesh edebilir. Anlaşma sona erdikten sonra lisans alan yazılımı kullanma hakkına sahip değildir.

§9. SON KAUDELER

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§9.2 Lisans alan bu anlaşmaya dayalı haklarını ve yükümlülüklerini devir ve temlik etme hakkına sahip değildir.

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