

Terms and Conditions/EULA

PLEASE READ THIS AGREEMENT CAREFULLY. These Terms and Conditions and End User License Agreement (“Terms”) govern your use of the Waitingtimes Live (the “Bot”). These Terms set out the basis on which I, Tim Heger, c/o Postflex #7348, Emsdettener Str. 10, 48268 Greven (“I”, “me”, “my”) make the Bot available to you (“user” or ”you”) and on which you may use the Bot. My Privacy Policy forms an integral part of these Terms. By installing or using the Bot, you agree to accept and to be bound by (1) these Terms and (2) the Privacy Policy at all times. If you do not agree with one of these, please do not install or use the Bot.

§1. ABOUT THE BOT

- 1.1. Waitingtimes Live is operated by me, Tim Heger, c/o Postflex #7348, Emsdettener Str. 10, 48268 Greven (“I”, “me”, “my”).
- 1.2. To contact me, use theger@waitingtimes.live, or write to me at the above address, but if you do, please note that parcels or packages may not be accepted.
- 1.3. These Terms were last updated on Friday, 15th of November 2024.

§2. GRANT OF LICENSE

- 2.1. I grant you a non-exclusive, non-transferable, non-sublicensed, non-commercial, and personal license to install and/or use the Bot (the “License”), for such time until either you or I terminate these Terms.
- 2.2. You must in no event use, nor allow others to use, the Bot or this License for commercial purposes without obtaining a license to do so from me.
- 2.3. Updates, upgrades, patches, and modifications may be necessary in order to be able to continue to use the Bot on certain hardware. **THIS BOT IS LICENSED TO YOU, NOT SOLD OR GIFTED.**
- 2.4. You shall not, directly or indirectly:
 - 2.4.1. sell, rent out, lease, license, distribute, market, exploit the Bot or any of its parts commercially;
 - 2.4.2. reverse engineer, decompile, disassemble, adapt, reproduce, or create derivative works of this Bot, in whole or in part;
 - 2.4.3. create, use, and/or distribute “auto”, “script” or “macro” computer programs or other “hack” programs or software applications for this Bot;
 - 2.4.4. remove, alter, disable or circumvent any copyright indications or other authorship and origin information, notices or labels contained on or within this Bot; and
 - 2.4.5. export or re-export this Bot or any copy of adaptation in violation of any applicable laws or regulations.
- 2.5. While using the Bot, you agree to comply with all applicable laws, rules, and regulations. In all cases, you may only use the Bot according to anticipated use of the Bot.

§3. OWNERSHIP

- 3.1. All title, ownership rights, and intellectual property rights in and to the Bot (including, without limitation, all text, graphics and any other elements which are part of the Bot, individually or in combination) and any and all copies thereof are owned by me.
- 3.2. The Bot is protected by national and international laws, copyright treaties and conventions, and other laws.
- 3.3. This Bot may contain certain licensed materials, and, in that event, my licensors may protect their rights in the event of any violation of these Terms. Any reproduction or representation of these licensed materials in any way and for any reason is prohibited without my prior permission and, if applicable, my’s licensors’ and representatives’.
- 3.4. Except as expressly set forth in these Terms, all rights not granted hereunder to you are expressly reserved by me.
- 3.5. This License confers no title or ownership in the Bot and should not be construed as a sale of any rights in the Bot.

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§4. COLLECTION OF PERSONAL DATA

In order to provide you with a better experience, provide specific services, and Bot support, I may collect and store data about you in relation to your use of the Bot. Your privacy is very important to me and further information concerning my's use of your personal data, can be found in my Privacy Policy.

§5. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY

- 5.1. You expressly acknowledge that use of the Bot is at your own risk. To the fullest extent permissible under applicable law, the Bot is supplied on an "as is" and "as available" basis. I, my licensors, channel partners, and associated service providers do not make and hereby disclaim any guarantees, conditions, warranties of any kind, express, implied or statutory, or other terms including as to: (a) its conformity, accuracy, currentness, completeness, reliability, accuracy of all times, including but not limited to waiting times, displayed and shown, or security; (b) its suitability for a particular use; (c) implied warranties of title, non-infringement; (d) its market value; or (e) your satisfaction. I do not warrant that the Bot will be uninterrupted or error-free, that defects will be corrected, or that the Bot is free of viruses or other harmful components. You assume all responsibility for selecting the Bot to achieve your intended results, and for the installation of, use of, and results obtained from the Bot.
- 5.2. To the fullest extent permissible under applicable law, in no event will I, my licensors, channel partners, and associated service providers be liable for loss or damage suffered in connection with the use of the Bot or any related third-party service. This includes, without limitation: (a) all losses of any kind, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise, (b) direct loss; (c) accidental loss, (d) incidental loss, (e) consequential loss, and (f) indirect loss.
- 5.3. Notwithstanding the aforementioned limitations of liability, your sole remedy in the event of a dispute with me or my licensors, channel partners, and associated service providers is to cease to use the Bot; and if applicable, seek damages for your losses. In no event will I, my affiliates, licensors, channel partners, and associated service providers be liable for damages in excess of any amount you have paid me for the Bot during the twelve (12) months immediately prior to the time your cause of action arose.
- 5.4. Nothing in this section shall affect my liability for death or personal injury arising from my negligence, for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.
- 5.5. For purposes of this clause, my licensors, channel partners, and associated service providers are third-party beneficiaries to the limitations of liability specified herein, and they may enforce these Terms against you.

§6. INDEMNITY

- 6.1. You are solely responsible for any damage caused to me, my licensors, channel partners and associated service providers and subcontractors, other users of the Bot or any other individual or legal entity as a result of your violation of these Terms.
- 6.2. You hereby agree to defend, indemnify, and keep me and my affiliates, licensors, channel partners, and associated service providers and their subcontractors indemnified against any claim or alleged claims, liabilities, losses, damages, and all costs (including legal fees), directly or indirectly attributable to your fault and/or resulting from: (a) a violation of any provision of these Terms or (b) your use or misuse of the Bot. I reserve the right to take sole responsibility, at my own expense, for conducting the defense of any claim for which you agreed to indemnify me. The provisions of this clause shall remain in force after termination of these Terms.

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§7. TERMINATION

The Terms is effective from the earlier of the date you use the Bot, until terminated according to its terms. You and I may terminate these Terms, at any time, for any reason. Termination by me will be effective upon: (a) notice to you; or (b) termination of your Discord Account or (c) at the time of my decision to discontinue offering and/or supporting the Bot. These Terms will terminate automatically if you fail to comply with any of the terms and conditions of these Terms. Upon termination for any reason, you must immediately uninstall the Bot and destroy all copies of the Bot in your possession.

§8. CHANGES TO THESE TERMS OR TO THE BOT

- 8.1. I reserve the right, in my sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of these Terms for security, legal, best practice, or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to you. You are responsible for checking these Terms periodically for changes.
- 8.2. If any future changes to these Terms are unacceptable to you or cause you to no longer be in agreement or compliance with these Terms, you may terminate these Terms and must immediately uninstall the Bot and destroy all copies of the Bot. Your continued use of the Bot following any revision to these Terms constitutes your complete and irrevocable acceptance of any and all such changes.
- 8.3. I may modify the Bot for any reason or without any specific reason, at any time and at my entire discretion, in particular for technical reasons such as updates, maintenance operations, and/or resets to improve and/or optimize the Bot.
- 8.4. You agree that I may stop supporting previous versions of the Bot upon the availability of an updated version. My channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the Bot. I also reserve the right to amend the rules of conduct set out to place limits on the use of the Bot.

§9. OTHER IMPORTANT TERMS

- 9.1. I may transfer my rights and obligations under these Terms to another person, but this will not affect your rights or obligations under these Terms.
- 9.2. You may only transfer your rights or your obligations under these Terms to another person if I agree in writing.
- 9.3. These Terms and any document expressly referred to in it constitute the entire agreement between us regarding their subject matter and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions or any document expressly referred to in it.
- 9.4. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.5. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of Germany. In the event of any such disputes or claims in connection with these terms and conditions, you agree to first engage in good faith discussions with us to resolve such disputes or claims. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Steinfurt.