

Terms and Conditions

Terms and Conditions for the use of the website:
www.build-your-vision.com and www.build-your-vision.eu
Version 1.7
Last update: Mai 2018

Since we have not yet gathered all aspects and offers for our website www.build-your-vision.eu “Terms and Condition” are subject to change.
www.build-your-vision.eu is owned by Andreas Mielke, Aschaffenburg/Germany.

Terms of Use

Welcome to www.build-your-vision.eu. By accessing www.build-your-vision.eu you agree to the following “Terms and Conditions” set by:

Andreas Mielke
Ludwigsalle 13
63739 Aschaffenburg, Germany

--- The Court of Competent Jurisdiction is Aschaffenburg/Germany. ---

THIS DOCUMENT CONTAINS MANY IMPORTANT STATEMENTS WHICH AFFECT YOUR RIGHTS AND OBLIGATIONS. BY USING THE WEBSITE www.build-your-vision.eu YOU AGREE TO BE BOUND BY THIS AGREEMENT. PLEASE READ CAREFULLY, AND WE ENCOURAGE YOU TO PRINT A COPY OF THIS “TERMS AND CONDITIONS” FOR YOUR RECORDS.

1. Scope of Agreement

The site www.build-your-vision.eu and www.build-your-vision.com and all its subdomains reserves the right to change the “Terms and Conditions” at any time and for any reason. Updates will be made available on this particular page by the link ‘Terms and Conditions’ within the footer area of the webpage. Changes take place without prior notification. Please visit the page “Terms and Conditions” periodically to keep apprised of any changes. By continuing to use the site after any changes, you accept and agree to the modified terms. Release number and date of release is mentioned at the beginning of this document.

The scope of agreement implies the right to discontinue the website and all its subdomains in parts or as a whole (temporarily or permanently), any of its features, benefits, rules and conditions, all without notice. Such changes may affect the way you use the website. You agree that the website www.build-your-vision.eu and www.build-your-vision.com and all its subdomains is not liable to you or any third-party for any modifications or its availability of services.

In no event shall the site or its affiliates, owner, directors, officers, representatives, suppliers, employees, or partners be liable to you or any third-party for any direct or indirect, incidental, consequential or any other damages whatsoever may arise from or in any way connected to the use or inability of use, or the performance of this site, or any information, services, images or products provided through this site and all its subdomains.

If you are dissatisfied with the site, as a whole or in particular, or you do not agree with these Terms, your only exclusive remedy shall be to stop using this site. Please feel free to use other resources.

2.a Description of the Website www.build-your-vision.eu

The website targets manufacturers, fabricators, and vendors of steel related products. It offers an increasing range of company, market, and product related information with a focus on the countries of the European Union. Additionally it offers (as of March 2015) metal product related images for purchasing. Please refer to paragraph 4 in this document.

Furthermore it offers under the subdomain: <http://metal.build-your-vision.eu> the ability for members of the subdomain to sell metal products with a focus on the countries of the European Union. Please refer to paragraph 7 in this document.

2.b Membership Area On www.build-your-vision.eu

For purchasing images registration on www.build-your-vision.eu is recommended but not necessary. Membership is free. During the registration process your access information will create a unique membership account. It is required to specify a country for your membership and a valid e-mail address. After submitting the registration form an activating e-mail will be sent to your specified e-mail address. By activating the link in the email your member account is set free. To terminate your membership please use the contact form, we'll get in contact with you then. If a member account is deleted all member related information including order history and former invoices are removed and no longer accessible.

You declare explicitly not to intentionally act in a way that causes damages to the functionality of the website www.build-your-vision.eu. You acknowledge and you agree that it is in your sole responsibility for each and every use of your membership area. Keep your access information confidential. Every access of your membership account will be conclusively considered that you have used the website.

Since purchasing images without registration is possible it is in the buyer's responsibility to download the purchased images immediately after the checkout process is finished. The specific page for downloading purchased images is no longer accessible after leaving.

3. Liability Limitations

While we make every effort to ensure all content displayed on www.build-your-vision.eu and all its subdomains is accurate and complete, we provide the www.build-your-vision.eu content for informative

purpose and on an 'as is' or 'as available' basis only without warranties of any kind. The data and information made available on www.build-your-vision.eu are of general nature. You agree at all time to consult a qualified expert or professional adviser to obtain advice and you explicitly declare using independant verification of the data and information contained herein before any acting on it. By visiting the website www.build-your-vision.eu you declare not to make any particular investment relying on information provided on www.build-your-vision.eu.

The User confirms that he/she understands and takes responsibility and assumes all risks resulting from the use of the website www.build-your-vision.eu all its content including the use of purchased images. The total aggregate liability of www.build-your-vision.eu in any connection or constellation to the use of the Site and/or its content, in whole or in part, in money equivalent shall not exceed ten Euro (Euro 10.00).

4. License Agreement for Images on www.build-your-vision.eu

When buying and downloading images from www.build-your-vision.eu you agree to be bound by the Terms of this agreement and you accept this License Agreement without any exception. If you do not agree with these Terms you are not allowed to purchase, download, and use images from www.build-your-vision.eu. When purchasing and downloading an image from www.build-your-vision.eu, Andreas Mielke, we herby grant you a non-exclusive, non-transferable license to use the image as explained with the following paragraphs:

1. in digital form: for presentations, broadcast film or video, on websites
2. in printed form in brochures, catalogues, flyers, posters, advertisements wherein the image is used for the purpose of illustration
3. you may manipulate, modify or include the images in composites to achieve desired effects

You may not use the images for:

1. pornographic, unlawful or other illegal or immoral purpose
2. selling or redistributing images from www.build-your-vision.eu alone or in any kind of collection in parts or as a whole (strictly forbidden)
3. you may not sale or redistribute images whereas pictures from www.build-your-vision.eu are distinguishable used as primary component even if the illustration were manipulated.

Ownership of the copyright remains with www.build-your-vision.eu, Andreas Mielke. It is possible to purchase images on an exclusive license agreement. In this case after purchasing the images are removed from www.build-your-vision.eu. Please contact us for an individual offer. www.build-your-vision.eu, Andreas Mielke does not represent or warrant that the offered images will meet your requirements or that their use will be error free. If you plan to print purchased images from www.build-your-vision.eu in brochures, catalogues, as large format, or in any other printed matter, OR AS PART OF A DIGITAL PRESENTATION, OR AS PART OF ANY OTHER DIGITAL BROADCASTING OR VIDEO PRODUCTION it is in your (the users) responsibility to check accuracy and quality of the reproduction beforehand.

5. Refund Policy for Images

There are no refunds available on purchased images through www.build-your-vision.eu, unless in the event that an image is not as described. In this case, you must email us at the address provided on [contact](#) with your proof of purchase and evidence of the product issue so we are able to determine whether a refund is required. Based on § 312d Absatz 4 Nr. 1 BGB offered images are not part of refundable products.

6. Advertisements on www.build-your-vision.eu

www.build-your-vision.eu, Andreas Mielke offers the opportunity for individual ads and sponsored links. Beside this it is possible to publish metal product related articles and individual product information on a fee basis. Conditions for placement and pricing will follow.

7. Marketplace for Metal Products

The following rules apply additional for the use of the metal product marketplace on the subdomain <http://metal.build-your-vision.eu>.

7a. Classified Ads, Marketplace

On the subdomain <http://metal.build-your-vision.eu> Andreas Mielke offers members of the website <http://metal.build-your-vision.eu> a platform for selling metal products. Visitors of <http://metal.build-your-vision.eu> are allowed to search offers and contact the owner of the products.

7b. Using Classified Ads Marketplace

The marketplace <http://metal.build-your-vision.eu> is dedicated for metal products (steel and its alloys, aluminium, copper, bronze, tin, zinc, titanium) : Long products, flat products and fabricated products, reinforcing materials, sections (heavy, medium and light sections), bindings and wires, ingots, slabs, billet, bars, blooms, meshes, gutter, fences, cladding and decking products, i.g. construction elements, fittings, steel sheets, wire ropes, chains, nails, metal boxes, guard rails, rails, strips, tubes and pipes).

As of November 2016 when the subdomain <http://metal.build-your-vision.eu> is available we start with limited categories, to be extendend on demand.

7b. §1 - Conditions of Use

With respect to the defined scope of the website <http://metal.build-your-vision.eu> you agree that your advertisements will be accordingly. You are not allowed to :

- violate any law
- infringe any third-party right, i.g. infringe the copyright, trademark or other rights of third parties
- use or distribute viruses or any other technologies that may harm our infrastructure or the use of

the website

- impose an unreasonable load on our infrastructure
- distribute spam
- collect information about others, including email addresses, without their consent
- bypass measures used to prevent or restrict access to <http://metal.build-your-vision.eu>
- use any robot spider, scraper or any other automated script to collect content from <http://metal.build-your-vision.eu> for any purpose without our express written permission
- you will indemnify us against all claims, liability, damages, costs and expense arising out of a breach of these Terms and Conditions (see also 7b. §5)

You are solely responsible for all actions you perform and all information you submit on <http://metal.build-your-vision.eu> and any consequences that may result from your post. <http://metal.build-your-vision.eu> Andreas Mielke is not responsible for any interaction between supplier of an advertisement/offer and client. We reserve the right to refuse or delete content that we believe is not in accordance with the scope of the website or breaching the above terms. Furthermore we also reserve the right to immediately restrict the usage or delete a user temporarily or permanently if we believe that you are breaching these Terms and Conditions. You undertake that all details you provide to <http://metal.build-your-vision.eu> for the purpose of selling metal goods or metal product related services are available within the time period you specified.

7b. §2 - Membership

To place an ad on <http://metal.build-your-vision.eu> you need to register. Membership is free. In order to place an ad you agree to provide true information about you and your ad. Please keep your access information confidential. You are responsible for all use via your registration and login, whether authorized or unauthorized by you.

7b. §3 - Booking Ads

Placing classified ads on <http://metal.build-your-vision.eu> is free for an amount of 7 advertisements per user (identified by email and/or company address or IP address). Additional ads require updating your "package" to at least "Basic". The fees and conditions for placing ads are displayed: in the membership area, when placing an ad before becoming a member, and within the Terms and Conditions. As of November 2016 the conditions are:

- Package "Free"
 - without costs
 - listing live for 40 days*
 - number of pictures: 1
 - number of advertisements: 7
- Package "Startup"
 - 12,00 Euro (exclusive VAT)
 - listing lives for 60 days*
 - mirroring of listings in max. two related categories
 - number of pictures 2
 - number of advertisements: 12
- Package "Basic"
 - 18,00 Euro (exclusive VAT)
 - listings live for 120 days*
 - mirroring of listings in max. three related categories
 - number of pictures: 3
 - number of advertisements: 12
- Package "Extended"
 - 25,00 Euro / month (exclusive VAT)
 - listings live without limitations

- mirroring of listings in max. three related categories
- number of pictures: 5
- number of advertisements: 10
- Package "Unlimited"
 - to be defined individually

*Lucky start-up: if advantageous for the website performance, or accordingly to our business plans, advertisements may stay "live" for 360 days.

Additional fees may arise from custom services like "premium ads", "banner" on multiple pages, etc. Service fees are listed inside the membership area.

We reserve the rights to add, modify, expand or remove packages or conditions at any time. If modifications will effect already booked packages we'll get in contact to you at least 6 weeks before changes will take effect. Note: we are looking for 10 "sponsored" manufacturers / fabricators of metal goods or related services for the start-up period of our classified ads website, offering free ads, special conditions and superior support for publishing. For more information please get in [contact](#) to us.

7b. §4 - Submission content on <http://metal.build-your-vision.eu>

All kind of data and files (software, code, pictures, graphics, text, videos, sounds, music, photographs) is in the sole responsibility of the person providing the content or the person whose account is used. It is strictly forbidden to submit any content that may be unlawful, harmful, obscene or threatening or may violate national or international law. We shall not be responsible to you in any way for the content that appear on this website nor for any error or omission.

7b. §5 - Indemnity

You indemnify and will keep indemnify all related persons with <http://metal.build-your-vision.eu>, Andreas Mielke, employees, supporter and assistants from and against all claims, actions, proceedings, liabilities, losses, damages, expense and costs (including legal costs) arising from any breach of these Terms and Conditions by you or from the publications of any postings or submissions contributed by you or on your behalf.

7b. §6 - Availability of Service

If for any reason the domain www.build-your-vision.eu and its subdomains are permanently down, or no longer accessible, or no longer available no refund will be made with respect to the packages "Startup" and "Basic". Contracts based on monthly fees with respect to the packages "Extended" and "Unlimited" are automatically terminated at the end of the month our service is terminated. If <http://metal.build-your-vision.eu> is permanently no longer available or accessible the monthly fee for this month will be refunded with respect to the packages "Extended" and "Unlimited". Under no circumstances the refund for the packages "Extended" and "Unlimited" will exceed the amount of 1 (in words: one) month.

7b. §7 - Jurisdiction

The Court of Competent Jurisdiction is Aschaffenburg/Germany

8. Copyright

The contents and work compiled by the operators of these pages are subject to German copyright law. The reproduction, processing, distribution, and any form of use exceeding the copyright law require the written permission of the respective author or originator. Insofar as the contents of this page were not compiled by

the operator, the copyrights of third parties are respected. In particular, the contents of third parties are marked as such. All labels, trademarks, brands and company names mentioned on this web project are product names, company names or brand names of their respective owners. Should you nonetheless notice a copyright infringement, we would ask you to please point it out to us. At the point where infringements of law become known to us, we will immediately delete such contents. Please use the [contact form](#).

9. Intellectual Properties

The brand **build your vision®** is a registered and protected brand throughout the European Union (EU). Please refer to "Office for Harmonization in the Internal Markets" www.oami.europa.eu and WIPO (World Intellectual Property Organization) www.wipo.int (Application No.: 009260423)

10. Pricing

All declared prices for images on the free access area are net-prices without legal VAT. www.build-your-vision.eu reserves the right to change prices for images at any time without any reason and without prior notification. Since former selected images will be remembered (cookie) at later checkout process, price changes may affect your selection. Please check again the prices in your cart before clicking on the button "Order".

11. Notification of Infringement

If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on this Site, please notify us in writing immediately. Please send us your 'Infringement Note' to info@build-your-vision.eu

www.build-your-vision.eu, Andreas Mielke, will remove all infringing material which breach your rights. In return, you agree that you shall not take any legal action or exercise you may have against www.build-your-vision.eu in respect of any infringing material, unless you have first given us your 'Infringement Note' and sufficient opportunity to remove the infringing material within a reasonable time. Where www.build-your-vision.eu removes the infringing material as a result of your 'Infringement Note', you agree not to exercise any right of action against www.build-your-vision.eu, Andreas Mielke, under applicable law which you may have in respect of any 'Infringement Material' appearing on this site prior to such removal by www.build-your-vision.eu.

12. Relationship of Parties

www.build-your-vision.eu and www.build-your-vision.com is independent. The content of this website is not influenced by any third-parties. The operations given to companies is limited by the possibility of placing ads and having a customized company information page. The information provided on those

particular company pages are fully in the responsibility of the respective company.

It is planned that www.build-your-vision.eu will contain links to other websites from which we may earn revenue. For that reason there may be exceptions for articles if they are clearly branded as "sponsor content" or "advertisement".

13. Severability

The Terms & Conditions shall be deemed severable. In the event that any provision of the Terms & Conditions is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.