Märklin „Central Station "-Software + Updates
END USER LICENCE AGREEMENT

Thank you for being interested in using the Märklin „Central Station"-Software and its Updates (hereinafter each or together referred to as „**Software**") of Gebr. Märklin & Cie. GmbH, Göppingen, Germany (hereinafter „**We**" or „**Märklin**"), with which you may communicate directly with the „Central Station" ("**CS**") via your personal computer („**PC**") to control Märklin railroad engines.

BY CLICKING THE BUTTON „I agree" YOU CONSENT TO ALL STIPULATIONS OF THIS AGREEMENT. IF YOU SHOULD NOT AGREE WITH ANY OF THE TERMS OF THIS LICENCE AGREEMENT, PLEASE DISCONTINUE THIS PROCEDURE AND ERASE OR DESTROY ANY AND ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION.

1. Right of Use

We provide for the Software free of charge and non-exclusively for simple use. You may download the Software via our platform maerklin.de and install it on your PC, if you use this PC in connection with your Märklin CS.

You are entitled to update the Software with Updates provided for by us. Furthermore, you are entitled to complement the Software in its functionalities, if you use the Software exclusively with your Märklin CS; you are expressly not entitled to pass on your own complements to any third person.

2. Duration

The right of use shall be granted for an indefinite period of time. We retain the right to revoke the right of use or the right of use free of charge at any time in text form. In such case you are obliged to cease the usage of the Software and to entirely delete the Software from your PC.

3. Prohibited Usage

The data files / Software made available for download by us shall only be used as provided for by us.

You are not entitled to undertake or to let undertake the following operations regarding the Software, if not explicitly admitted by law: You may not undertake any correction of defects of the Software, changes and/or modifications, and you are not entitled to decompile, decrypt, unpack, disassemble the Software. You are not allowed to undertake any Software reverse engineering nor you are entitled to reconstruct or identify its source code or ideas, algorithms, file formats and/or program or interoperability interfaces or data contained in or generated by the Software or to transcribe the Software in any other way in a for humans readable form.

It is expressly interdicted to use the Software with other products, if not a data link to your Märklin CS exists. In particular, it is prohibited to install the Software entirely or in parts on other end devices to replace a CS.

You are not entitled to pass on the Software to any third person.

4. Updates

We seek – without being contractually obliged – to always develop the product. Therefore, the Software may need updates from time to time. Updates may be provided for on our homepage maerklin.de for a limited period of time and/or in irregular intervals.

5. Warranty; Liability

We provide you the Software as it is and free of charge. We cannot warrant that the Software cooperates error-free with other programs of third parties used by you. Our liability is based on Sec. 599, 600 German Civil Code. In case of slight negligence we are liable for live, body or health infringements.

The stipulations of German Product Liability Act remain unaffected.

6. Miscellaneous

As far as notices shall be made according to this agreement, they need to be in text form (e.g. email, fax) to be effective. Emails have to be sent to the following email-address: service@maerklin.de; fax to the following fax-number: 0049 (0) 7161 608 225; letters to the following address: Gebr. Märklin & Cie GmbH, Kundenservice, Postfach 960, D-73009 Göppingen.

This agreement is subject to the laws of the Federal Republic of Germany. Mandatory provisions of the state you have your main residence remain unaffected. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

If one or more stipulations of this agreement should be or become invalid, the effectiveness of the other stipulations shall not be affected.