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While we welcome your feedback on GETOCT, we must make the final decisions about the content that is posted on the site to make sure it meets the needs of all our readers. You can use the feedback link on our home page to send us comments and criticisms, but if you are dissatisfied with our response or with the contents of GETOCT, your only remedy is to stop using the Web Site.

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EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to indemnify and hold GETOCT harmless against all claims or liability asserted against GETOCT arising out of or in connection with any breach by you or anyone acting on your behalf of any of these Terms of Use.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INFRINGEMENT

GETOCT respects the copyright of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide GETOCT with a written communication addressed to our President including substantially the following information:

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6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Please address your letter to our President, as follows:

Blueye Vision Tech GmbH, Huobmattstrasse 9, CH-6045 Switzerland

Attention: President

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GENERAL

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If any provision or part thereof of these Terms of Use is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

The parties have requested that these Terms of Use and all documents relating thereto be drawn up in English.

CONTACT

If you have concerns relating to this web site or these Terms of Use, please contact GETOCT at info@getoct.ch.

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GETOCT- MEMBERSHIP AGREEMENT

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MEMBERSHIP AGREEMENT

This Membership Agreement governs your membership in the webbsite of GETOCT, allowing you full access to the membership portions of the web site located at www.GETOCT.ch.

This Membership Agreement is in addition to the Terms of Use applicable to the Site.

Access and use of the membership portions of the Site are provided by GETOCT to you on condition that you accept the terms and conditions of this Membership Agreement

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You acknowledge and agree that you will be responsible for each and every access or use of the membership portions of the Site that occurs in conjunction with your Member Name and such passwords, and that GETOCT is authorized to accept your Member Name and password as conclusive evidence that you have accessed or utilized the membership portions of the Site. You acknowledge that such password(s) are unique to you and that, although GETOCT does have the ability to require password(s) to meet certain requirements (such as a minimum or maximum number of characters) and to reset such password(s), GETOCT does not have the ability to access the password(s) themselves.

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You agree that you will not use the Site for any purpose that is unlawful or not permitted by this Agreement. By way of example, and not as a limitation, you agree that when uploading to or communicating via the Site, including in respect of any forums, chat-rooms or other exchanges (a "Forum") accessed on or through the Site, you shall not do any of the following:

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Indemnity

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GETOCT may also terminate or suspend your access to the membership portions of the Site for inactivity, which is defined as failing to access the membership portions of the Site for an extended period of time, as reasonably determined by GETOCT.

Termination of this Membership Agreement does not relieve you of your responsibilities to pay any amounts due to GETOCT under this Membership Agreement or your obligations to not use the membership portions of the Site or any Content other than in the manner permitted under this Membership Agreement or any other agreement entered into at the time such Content was downloaded (such as a Content License Agreement). Termination of this Membership Agreement shall operate without prejudice to the GETOCT's rights, defenses and limitations of liability provided under this Membership Agreement, which rights, defenses and limitations of liability shall survive termination of this Membership Agreement.

Upon termination of your access to the membership portions of the Site, you agree to forfeit all download data remaining in your account.

DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GETOCT DOES NOT REPRESENT OR WARRANT THAT THE SITE OR THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.

GETOCT DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE SITE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

Age and Responsibility

You represent and warrant that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You agree to be responsible for all of your use of the Site (as well as for use of your Member Name and password(s) by others, including without limitation, minors living with you). You agree to supervise all usage by minors of the Site under your name or account.

Applicable law

The Site is controlled, operated and administered by GETOCT from Lucerne, Switzerland. The Site can be accessed from all provinces and territories, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of Lucerne, by accessing the Site, you acknowledge and agree that this Membership Agreement will be governed under the laws of Lucerne (without reference to conflicts of laws principles). You hereby irrevocably submit to the exclusive jurisdiction of the Courts of Lucerne, Switzerland, with respect to the subject matter of this Membership Agreement. This Membership Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

You consent to service of any required notice or process upon you by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the membership portions of the Site, or such other address as you may advise us in writing to use, from time to time.

Any and all disputes arising out of, under or in connection with this Membership Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in Lucerne, Switzerland, pursuant to the rules of the local courts in effect at the time arbitration is demanded.

If GETOCT is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse GETOCT for its legal fees, costs and disbursements if GETOCT is successful.

General

You specifically agree and acknowledge that you have, in addition to the terms of this Membership Agreement, reviewed the terms of the Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation herein you agree to be bound by them.

GETOCT's failure to insist upon or enforce strict performance of any provision of this Membership Agreement shall not be construed as a waiver of any provision or right.

If any provision or part thereof of this Membership Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. This Agreement is personal to you and is not assignable by you without GETOCT's prior written consent. GETOCT may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

The parties have requested that this Membership Agreement and all documents relating thereto be drawn up in English. Les parties ont demand que cette convention ainsi que tous les documents qui s'y rattachent soient en anglais. Die Parteien einigen sich, diese Übereinkunft in Englisch zu formulieren.

Contact

If you have concerns relating to the Site or this Membership Agreement, please contact GETOCT at www.getoct.ch.

Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS MEMBERSHIP AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND GETOCT, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND GETOCT RELATING TO THE SUBJECT OF THIS MEMBERSHIP AGREEMENT.

GETOCT , Lucerne, March 2011

(To create your member account, you must agree to the membership agreement. Thanks!)

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