

Terms of Use

These terms govern your use of DSI's platform AllThatStatsNOW, including any applications, files, scripts, instruction sets, and any related documentation (collectively "Platform").

By using the Platform, you agree to these terms.

1. Introduction

1.1 Your relationship is with

DSI Data Service & Information GmbH
Xantener Str. 51A
47495 Rheinberg
Germany
url: www.dsidata.com

and governed by the law of Germany.

1.2 You may only use the Platform if you are allowed by law to enter into a binding contract.

1.3 The privacy policy at <http://www.dsidata.com/dsi/Privacy.pdf> governs any personal information you provide to DSI. By using the Platform you agree to its terms.

1.4 DSI may modify, update, or discontinue the Platform (including any of their portions or features) at any time without liability to you or anyone else. However, we will make reasonable effort to notify you before we make the change.

2. Service

2.1 Subject to your compliance with these terms and the law, you may access and use the services.

2.2 DSI remains the sole owner of all rights, titles, and interests in the Platform. The copyright of the data remains with the corresponding database producers as shown there.

2.3 When the services provide storage options, DSI recommends that you continue to back up your content regularly. DSI may create reasonable technical limits on your content, such as limits on file size, storage space, processing capacity, and other technical limits. DSI may suspend the services until you are within the storage space limit associated with your account.

3. Your Content

3.1 You retain all rights and ownership of your content. DSI does not claim any ownership rights in relation to your content.

3.2 Sharing Your Content

(a) Some services may provide features that allow you to share your content with other users or to make it public. “Share” means to email, post, transmit, upload, or make it available otherwise (whether to DSI or other users) through your use of the services. Other users may use, copy, modify, or re-share your content in many ways. Please consider carefully what you choose to share or make public as you are entirely responsible for the content that you share.

(b) DSI does not monitor or control what others do with your content.

(c) The services may allow you to comment on content. Comments are not anonymous, and may be viewed by other users. Your comments may be deleted by you, other users or DSI.

3.3 You may revoke this license relating to your content and terminate DSI’s rights at any time by removing your content from the service. However, some copies of your content may be retained as part of DSI’s routine backups.

4. Account

You are responsible for all activity that occurs via your account. Please notify the customer support immediately, if you become aware of any unauthorised use of your account. You may not (a) share your account information (except with an authorised account administrator) or (b) use another person’s account. Your account administrator may use your account information to manage your use and access to the services.

5. Fees and Payment

5.1 You must pay any applicable taxes, and any applicable third-party fees (including, e.g. telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees). DSI is not responsible for these fees. DSI may take steps to collect the fees you owe DSI. You are responsible for all related collection costs and expenses.

5.2 If you do not notify DSI of updates on your payment method, you risk interruption of your service. DSI may participate in programs supported by your card provider to try to update your payment information, and you authorise DSI to continue billing your account with the updated information obtained.

6. Indemnification

You will indemnify DSI and DSI’s subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys’ fees, arising from or related to your content, your use of the Platform, or your violation of these terms.

7. Disclaimers

7.1 The Platform is provided “AS-IS.” To the maximum extent permitted by law, DSI disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. DSI makes no commitments about the content within the services. DSI further disclaims any warranty that

(a) the Platform will meet your requirements or will be constantly available, uninterrupted, timely, secure or error-free;

(b) the results that may be obtained from the use of the Platform will be effective, accurate, or reliable;

(c) the quality of the Platform will meet your expectations; or that

(d) any errors or defects in the Platform will be corrected.

7.2 DSI specifically disclaims any liability for any actions resulting from your use of the Platform. You may use and access the Platform at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of the Platform.

8. Limitation

8.1 DSI is not liable to you or anyone else for:

(a) any loss of use, data, goodwill, or profits, whether or not foreseeable;

(b) any special, incidental, indirect, consequential, or punitive damages whatsoever (even if DSI has been advised of the possibility of these damages);

(c) any theory of liability, including breach of contract or warranty, negligence or other tortious action;

(d) arising from or in connection with your use of or access to the Platform.

8.2 DSI's total liability in any matter arising from or related to these terms is limited to the aggregate amount that you paid for access to the Platform during the three-month period preceding the event giving rise to the liability. This limitation will apply even if DSI has been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

9. Termination

9.1 You may stop using the Platform. Termination of your account does not relieve you of any obligation to pay any outstanding fees.

9.2 If DSI terminates these terms for reasons other than for cause, then DSI will make reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your content. Unless stated otherwise, DSI may at any time terminate these terms (and your access to the Platform) with you if:

(a) you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);

(b) you fail to make the timely payment of fees for the Platform, if any;

(c) DSI is required to do so by law (e.g., where the provision of the Platform to you is or becomes unlawful);

(d) DSI elects to discontinue the Platform, in whole or in part, (such as if it becomes impractical for DSI to continue offering services in your region due to change of law); or

(e) there has been an extended period of inactivity in your free account.

10. Investigations

DSI does not review all content uploaded to the services, but DSI may use available technologies or processes to screen for certain types of illegal content (e.g., child pornography) or other abusive content or behavior (e.g., patterns of activity that indicate spam or phishing, or keywords that indicate adult content).

11. Export Control Laws

The Platform and your use of the Platform, and its content, are subject German laws, restrictions, and regulations that may govern the import, export and use of the Platform and content.

You agree to comply with all the laws, restrictions and regulations.

12. Miscellaneous.

12.1 You may send the notices to DSI to at the following address:

DSI Data Service & Information GmbH
PO Box 101127
47476 Rheinberg
Germany
Att. Management.

12.2 DSI may notify you by email, postal mail, postings within the services, or other legally acceptable means.

12.3 These terms constitute the entire agreement between you and DSI regarding your use of the Platform.

12.4 You may not assign or otherwise transfer these terms or DSI's rights and obligations under these terms, in whole or in part, without DSI's written consent and any such attempt will be void. DSI may transfer its rights under these terms to a third party.

12.5 If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

12.6 DSI's failure to enforce or exercise any of these terms is not a waiver of that section.