

Terms of use for METACOM 9 Desktop

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Table of contents

Preliminary remarks	1
A. General	2
A.1 Introduction	2
A.2 Responsibility of the licensee for access to symbols	2
A.3 Rights of use	2
A.4 The licensee's right of use	2
A.5 Excluded from the right of use	3
A.6 Permitted exceptions for the reproduction of symbols on the internet	4
A.7 Permitted exceptions for the dissemination of symbols in printed matter	4
A.8 Installation	5
A.9 Sale, donation, transfer	5
A.10 New Versions	6
B. Additional provisions for the Personal Licence only	6
B.1 Licensee of the Personal Licence	6
B.2 Additional rights of use	6
B.3 Additionally excluded rights of use	6
C. Additional provisions for the Pro Licence only	7
C.1 Licensee of the Pro Licence	7
C.2 Licence size of the Pro Licence	7
C.3 Additional rights of use of the Pro Licence	7

Preliminary remarks

V.1 Purchase of the **METACOM 9 Desktop** product is legally the acquisition of a right of use by a **licensee**.

V.2 The **right of use** of the METACOM 9 Desktop product may be purchased as a Personal Licence or as a Pro Licence.

V.3 The scope of the right of use and further legal boundary conditions result from these **terms of use**, which contain sections A, B and C.

V.4 For **licensees of the Personal Licence**, sections A and B are provided.

V.5 For **licensees of the Pro Licence**, sections A and C are provided.

A. General

A.1 Introduction

A.1.1 METACOM 9 Desktop is a **product** consisting of

- the digital **symbol collection** METACOM 9
- and the MetaSearch **software**.

A.1.2 The symbol collection contains symbols for Augmentative and Alternative Communication (AAC). A licensee of the right of use of the product may use the software to display and work with the symbol collection.

A.1.3 The owner of the rights to the symbol collection, including the rights of use, is Annette Kitzinger, Bundesstraße 26, 24988 Oeversee, Germany, hereinafter referred to only as "Publisher". Publisher is also the owner of the rights of use in the software.

A.2 Responsibility of the licensee for access to symbols

The symbols in the symbol collection are intended to enable the persons concerned to communicate in connection with as many life circumstances as possible. This also includes discussion of socially controversial topics such as religion, sexuality, violence and related actions. As a matter of principle, Publisher does not censor the symbols. Each licensee is responsible for deciding whether and to what extent persons under his/her care or other users should have access to the symbols.

A.3 Rights of use

A.3.1 The symbol collection is protected by copyright. Duplication, editing, transmission and publication of the symbol collection or the symbols are only permitted insofar as this is expressly stated in the following conditions.

A.3.2 Software and product are protected by copyright. Duplication, editing, transmission and publication are only permitted insofar as this is expressly stated in the following conditions.

A.4 The licensee's right of use

A.4.1 Publisher grants the licensee only a **non-exclusive** right to use the product.

A.4.2 The licensee's right of use generally includes **working with the product** as provided for in the software.

A.4.3 The Licensee's right of use also includes **digital transmission** of

- symbols or files containing symbols to other holders of a right of use of the product, and
- document files generated with the product with file extension **".metadf"**
- collection files generated with the product with file extension **".metacf"**.

A.4.4 The licensee may also make the symbols available in digital media (in digital form) provided the following conditions are met together:

use of the digital media is under the supervision of the licensee or during a class given by the licensee, and use of the digital media is exclusively by persons who receive clinical, therapeutic or teaching care from the licensee in the course of his/her activities.

A.4.5 The licensee may also make the symbols accessible to him/herself in digital media outside the document files with extension “.metadf” and the collection files with extension “.metacf”, e.g. symbols in eBooks or vocabularies for his/her own use.

A.4.6 Material created with the METACOM 9 Desktop product may be distributed in **printed** form

a) to persons who themselves have a right of use of the METACOM 9 Desktop product or

b) for personal use to persons who receive clinical, therapeutic or teaching care from the licensee in the course of his/her activities.

A.4.7 The licensee must ensure that he/she is authorised to transmit all images or symbols contained in files or printed material. Third-party copyrights must also be observed, especially when using the “My symbols” and “Import image” functions.

A.5 Excluded from the right of use

A.5.1 **Public reproduction** (reproduction directed to a plurality of members of the public) of the symbols in the form of **printed or digital** image collections is not permitted, not even in modified form.

A.5.2 **Making available to the public** (making available in such a way that they are accessible to members of the public from places and at times of their choosing) of the symbols in the form of **printed or digital** image collections is not permitted, not even in modified form.

A.5.3 Not included in the right of use and therefore generally not permitted is the **copying** of the product, the software and the symbol collection, except for the purpose of installation and backing up by the licensee.

A.5.4 Not included in the right of use and therefore generally not permitted are the **translation, editing, arranging and reworking** of the product, the software and the symbol collection, as well as any duplication of the results achieved.

A.5.5 Not included in the right of use and therefore generally not permitted is the modification of files created with the software for the purpose of **overcoming file access restrictions**. This also includes modification of file extensions.

A.5.6 Not included in the right of use and therefore generally not permitted is the opening of document files generated with the software with file extension .metadf in other programs.

A.5.7 The licensee may not grant **sublicenses**. The licensee may not rent, lend or lease the product or any part thereof.

A.5.8 Licensee's non-consensual or non-derogable rights, to the extent such rights are governed by any law, in particular under Section 69d(2), (3) and (7) and Section 69e of the Copyright Act, shall prevail and shall not be limited by these Terms of Use.

A.6 Permitted exceptions for the reproduction of symbols on the internet

A.6.1 The licensee may include photos on his/her website and in social media which only show the use of the symbols but which are not suitable for producing materials with symbols. For example, a photo showing a communication board with symbols lying on a table is permitted. A photo in the quality of a scan of the communication board or a screenshot of the communication board file, for example, is not permitted.

A.6.2.1 If the licensee of the right of use is a school, daycare centre or institution for people with disabilities, up to 25 symbols may only be published on the licensee's website without permission. The symbols may have a maximum size of 250x250 pixels and may be exchanged for other symbols if necessary, provided no more than 50 different symbols are published per year. A copyright notice must be attached (METACOM symbols © Annette Kitzinger).

A.6.2.2 The publication of the symbols pursuant to A.6.2.1 is in particular not permitted on pages of the licensee in social media and in social media in general. Social media are, for example, Facebook, Instagram, WhatsApp, YouTube, LinkedIn, TikTok, Twitter.

A.6.3 The following changes to published symbols are permitted: changing the background colour, combining more than one unchanged symbol, scaling, rotating and mirroring symbols. However, the following are not permitted: distorted representations, disfiguring combinations of parts from more than one symbol (e.g. head and body from different symbols).

A.6.4 Furthermore, the licensee may only reproduce symbols from the symbol collection on his/her website with the permission of Publisher. Please send requests for permission with a precise description of the planned method of publication, the number and size of the symbols (alternatively, send the material for viewing) by email to info@metacom-symbole.de.

A.7 Permitted exceptions for the dissemination of symbols in printed matter

A.7.1 The licensee may include in his/her non-commercially produced and distributed printed matter photos which only show the use of the symbols but which are not suitable for producing materials with symbols. For example, a photo showing a communication board with symbols lying on a table is permitted. A photo in the quality of a scan of the communication board or a screenshot of the communication board file, for example, is not permitted.

A.7.2 If the licensee of the right of use is a school, daycare centre or institution for people with disabilities, up to 25 symbols may be published without permission in each non-commercially produced and distributed printed item (e.g. invitation, poster, flyer) of the licensee. A copyright notice must be attached (METACOM symbols © Annette Kitzinger). Any publication in excess of this is subject to approval.

A.7.3 The following changes to published symbols are permitted: changing the background colour, combining more than one unchanged symbol, scaling, rotating and mirroring symbols. However, the following are not permitted: distorted representations, disfiguring combinations of parts from more than one symbol (e.g. head and body from different symbols).

A.7.4 Furthermore, the licensee may only reproduce symbols from the symbol collection in his/her printed products with the permission of Publisher. Please send requests for permission with a precise description of the planned method of publication, the number and size of the symbols (alternatively, send the material for viewing) by email to info@metacom-symbole.de.

A.8 Installation

A.8.1 After conclusion of the contract, the licensee will receive access data for downloading the product and for unambiguous identification of the licence. Registration of the licensee with the access data is then required. The product can then be downloaded.

A.8.2 The contract may additionally include the remittance of one or more installation data carriers (e.g. DVDs).

A.8.3 Technical access restrictions required for compliance with the terms of use will be implemented or arranged by the licensee in the installation environment. In particular, the licensee will ensure by means of suitable access restrictions that unauthorised third parties do not have access to the product and parts thereof.

A.8.4 The licensee may not transmit installation data carriers and access data to third parties or make them accessible to third parties. However, it is permissible to pass on the installation data carriers and access data to persons commissioned by the licensee with the installation or problem-solving, insofar as this is necessary for the installation or problem-solving.

A.9 Sale, donation, transfer

A.9.1 If a reseller acquires the METACOM 9 Desktop product and sells it to a third party, then only the third party subsequently becomes the licensee of the right of use resulting from these terms of use. The reseller may only transmit the rights of use which he/she him/herself has obtained. The third party as licensee may not therefore plead that the reseller did not inform him/her of these rights of use. The reseller may, however, supplement his/her own contractual services or conditions.

A.9.2 The preceding first paragraph applies analogously in the event that a buyer is the licensee and transfers or resells the product to a legal successor. Here too the licensee may only transmit to the legal successor the right of use which he/she has previously acquired. If the right of use is transferred from the previous licensee to the legal successor, the right of use on the part of the previous licensee expires. After the transfer of the right of use to the legal successor, the previous licensee must uninstall the product on his/her computer(s).

A.9.3 The first paragraph also applies analogously in the case where there is no sale but the buyer and licensee in practice diverge anyway, as in the case of a purchase followed by a gift (e.g. grandparents -> parents; friends' association -> school) or in the case of a transfer to a dependent organisational unit (e.g. municipality -> school). The buyer does not him/herself become the licensee. The licensee only receives the right of use previously acquired by the buyer. The buyer does not retain any right of use for him/herself.

A.10 New Versions

The purchase of a new version of the Product may also be made in exchange for an older version of the Product, if offered by the Issuer. The new version is then considered an update of the existing older version. The purchase of a download version at an update price is also considered an update. With the acquisition of the update of an existing product, the right of use to the older version of the product existing before the update is installed expires, so that after the acquisition of the update there are not two products, but only one product with the right of use. This applies regardless of whether the update was carried out free of charge or for a fee. An update to a new version with an existing older version will be marked as such.

B. Additional provisions for the Personal Licence only

B.1 Licensee of the Personal Licence

The Personal Licence is linked to a natural person as the licensee. Only the licensee may use the product or parts thereof.

B.2 Additional rights of use

B.2.1 The right of use of the Personal Licence also includes installation on more than one computer. The prerequisite is that only the licensee has access to such computers.

B.2.2 The symbols of the METACOM 9 symbol collection may be modified for the licensee's personal purposes.

B.3 Additionally excluded rights of use

The right of use of the Personal Licence does not include use of the product or parts thereof in networked installation environments and on terminal servers.

C. Additional provisions for the Pro Licence only

C.1 Licensee of the Pro Licence

The Pro Licence is to be acquired by institutions, legal persons, companies, sole traders.

C.2 Licence size of the Pro Licence

C.2.1 Each Pro Licence is accompanied by a licence size agreed between Publisher and the licensee. The licence size determines the maximum number of available licence spaces. The licensee is free to decide whether to allocate the **licence spaces** to product users, product workstations or concurrent product usages.

C.2.2 **Product user** is a natural person who works with the product on one or more devices for the licensee's purposes and is bound by the licensee's instructions regarding use of the product. Each product user designated by the licensee occupies a separate licence space.

C.2.3 **Product workstation** is a device on which one or more persons can work with the product for the licensee's purposes. Each product workstation designated by the licensee occupies a separate licence space. Servers or terminal servers used for the provision of the product are not product workstations; clients of the servers count as product workstations.

C.2.4 **Concurrent product usages** are product sessions (use of the product or its components) running on the licensee's terminal servers at the same time and are therefore limited to terminal server environments that count and limit all product usages running at the same time. The maximum number of concurrent product usages allowed is 1/3 (one third) of the licence spaces allocated for such purpose.

C.2.5 **Combinations and subsequent changes** in the allocation of licence spaces are permitted. For example, the licensee may divide a licence size 60 as follows:

30 licence spaces for 10 simultaneous product usages on a terminal server, 30 licence spaces for workstations with local installation.

C.2.6 The licensee is responsible for establishing and maintaining **access restrictions** that ensure use limited to the licence size.

C.3 Additional rights of use of the Pro Licence

C.3.1 The right of use of the Pro Licence includes use of the product or parts thereof in networked installation environments and on terminal servers.

C.3.2 The symbols of the METACOM 9 symbol collection may be modified by the product users and by the licensee for their personal purposes.