

## TERMS OF USE LOKSIM ADD-ONS

My LokSim add-ons are provided free of charge. However, even if something is free, it is still not worthless. Therefore, the use and distribution of my LokSim add-ons are connected with some simple rules and conditions. Please read through the terms of use carefully before downloading and using the software.

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**01 Applicability //** The terms of use shall apply to any LokSim add-ons provided by me.

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**02 Copyright //** Any kind of use and distribution of the provided LokSim add-ons is subject to the provisions of the copyright law of the Federal Republic of Germany.

Unless otherwise stated, the copyright of all LokSim add-ons and their components provided here is reserved by me. All components the copyright of which is reserved by third parties have been released generally or individually by the respective owners.

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**03 Use and distribution //** My LokSim add-ons are freeware but expressly not in the public domain. The use of my LokSim add-ons for non-commercial and redactional purposes is free of charge. Distributing add-ons or parts of them in a cost-free and unaltered manner, for example by e-mail, is permitted without any limitations.

Commercial or paid distribution as well as any appearances on websites or deep-linking websites and other media to the \*.l3dpack, \*.zip, and \*.rar files from my downloads section are not permitted.

The distribution of altered files is regulated under item 06, 06a through 06d.

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**04 Visual recording //** The creation and publication of screenshots, videos, and other kinds of visual recordings of my add-ons is permitted for non-commercial and redactional purposes as long as the add-ons remain unaltered.

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**05 Public presentation //** Public presentation is only permitted after consulting me. It is furthermore subject to the permission of the copyright owners of the LokSim software.

**06 Alteration and republication** // Private alterations are permitted as long as they are not published or distributed.

If files such as objects or textures are to be altered, they must, under all circumstances, be copied into an individual folder in accordance with the folder structure common within the LokSim community (see LokSim manual). Alterations within folders created by other authors are not permitted! The file properties of copied and possibly altered files should mention the name of the original author. In some cases, references to third-party copyrights must be taken into account.

Unless any different agreement is met, any republication of components of my add-ons is subject to these terms of use.

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**06a Objects** // My objects (\*.l3dobj, \*.l3dgrp, \*.l3dfont, and \*.l3drail files) may be used for custom line projects in an unaltered state. Exceptions, such as individually protected, line-specific objects, are stated in the file properties.

If objects created using my objects are published as an individual add-on or as a considerable part of an add-on, my authorization should be obtained. Single objects which are only a small part of a large-scale project are not subject to my authorization. However, if altered or unaltered objects are an integral part of a new project, my authorization is obligatory.

This shall also apply to texture images, thumbnails, and sounds.

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**06b Lines** // The alteration or republication of lines (\*.l3dkbs files), line modules (\*.l3dstr files), or schedules (\*.l3dfpl files) is not permitted. Special agreements shall be made among authors involved in joint projects.

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**06c Cab views** // If cab views (\*.l3dllok files) or parts of cab views, such as texture images, thumbnails, and sounds, are altered or otherwise reused, my authorization must be obtained before the publication.

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**06d Other add-ons and use with other software** // The alteration and republication of other add-ons which are not covered by items 06a, 06b, or 06c as well as any use, distribution, conversion, and publication of my LokSim add-ons or parts of them for other software and purposes shall be agreed upon individually.

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**07 Not for training purposes** // LokSim is entertainment software and shall only provide a small and incomplete insight into the work of a railroad engineer. This simulation is not suitable for training purposes since there is no permanent adaptation to the latest guidelines of railway companies and technical and operational facts and circumstances are depicted in a simplified manner.

**08 Disclaimer //** LokSim add-ons are complex pieces of hobby work. Therefore, absolute accuracy cannot be guaranteed. I shall not be held liable for illegal, defective, or incomplete content and particularly for any damage resulting from the use of the provided LokSim packages or any other related medium as long as it is not due to grossly negligent or deliberate acting on my side or that of one of my agents. The use is expressly at the user's own risk.

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**09 Effectiveness and final provisions //** If single parts of this text or individual formulations do not, no longer or not completely correspond with current legislation, the content and validity of the other parts shall remain unaffected. I expressly reserve the right to change or amend the terms of use without prior notice.

With the download, the user agrees with the terms of use.

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Andreas Zimmermann  
31 August 2011