Siemens Junelight Smart Battery - iOS App 1.3

Open Source Software

English / English

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5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any pen
6. Temporary Suspension.
6.1 Generally. We may suspend your or any End User’s right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determin
(a) your or an End User’s use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the S
(b) you are, or any End User is, in breach of this Agreement;
(c) you are in breach of your payment obligations under Section 5; or
(d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of a
6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:
(a) you remain responsible for all fees and charges you incur during the period of suspension; and

(b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.
7. Term; Termination.
7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated under this Section 7. Any notice of termination of th
7.2 Termination.
(a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provic
(b) Termination for Cause.
(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncu
(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 6, (B) if our relationship v
7.3 Effect of Termination.
(a) Generally. Upon the Termination Date:
(i) except as provided in Section 7.3(b), all your rights under this Agreement immediately terminate;
(ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the
(iii) you will immediately return or, if instructed by us, destroy all AWS Content in your possession; and
(iv) Sections 4.1, 5, 7.3, 8 (except the license granted to you in Section 8.3), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.
(b) Post-Termination. Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following the Termination Date:
(i) we will not take action to remove from the AWS systems any of Your Content as a result of the termination; and
(ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.
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(b) Subject to the limitations in this Section 9, you will defend AWS, its affiliates, and their respective employees, officers, and directors against any third-party claim all
(c) Neither party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Your Content, as applicable, with ar
(d) For any claim covered by Section 9.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace
9.3 Process. The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (
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