



Terms of Use

For firmware update "Metz mecablitz 48 AF-1 digital and 58 AF-1 digital" flash units

Introduction:

By clicking the "Yes" button, you conclude an agreement for the use of the "firmware update for Metz mecablitz 58 AF-1 digital flash units" (hereinafter referred to as the "firmware") with Metz-Werke GmbH & Co KG, Ohmstrasse 55, D-90513 Zirndorf (hereinafter referred to as "Metz").

The Terms of Use are governed by the following provisions.

Please read these provisions carefully before you start with the update and use the firmware.

Utilisation right:

Metz grants you a non-exclusive, non-transferable right to use the firmware for the intended purpose.

Metz continues to own all property and disposal rights to the firmware, all copies of the firmware, and the documentation. This also includes the intellectual property rights, copyrights, and trademark rights. You acknowledge that you do not have any further rights except for the rights granted herein. Metz reserves all rights not explicitly granted or mentioned in this Agreement.

Utilisation scope:

Within the scope of this Licence Agreement, you are also authorised to download the firmware to your own suitable Metz flash unit of the "Metz mecablitz 48 AF-1 digital and 58 AF-1 digital" series. You are not authorised to copy or disseminate the firmware or to electronically transmit the firmware from one computer to another via a network.

You are not authorised to decompile, change, or modify the firmware or derive other programs from this firmware. You are not authorised to sell or let the firmware or make it available or assign it to third parties.

You are not authorised to modify or delete property rights or copyrights or other marks on the firmware or the documentation. The firmware may only be used in connection with the Metz product for which it is expressly approved. If you are not sure, please consult Metz or an authorised reseller of photographic supplies. This firmware is not suitable for other products of Metz, especially not for products of other photo electronics manufacturers.

Metz does not assume any responsibility or liability in the event of non-compliance.



The firmware and documentation contain special expertise of Metz. Therefore, the content of the firmware and this Agreement shall be treated as strictly confidential.

If you violate these provisions, Metz is entitled to terminate this Utilisation Agreement; in this case, you shall return the firmware including the copy and the documentation.

Upgrade:

Should an upgrade of the firmware be necessary, the upgrade will be made available under the same terms and conditions at the Metz home page. You undertake to discontinue your use of the previous firmware version and not to forward it to other persons or organisations.

Upon request of Metz, the previous firmware including the documentation shall be returned or destroyed.

Errors:

Be sure to follow the download and installation procedure. Before you start, all other programs and applications on your PC should be closed.

Metz does not assume any liability for any damages to the PC, the flash unit and the connected camera, and other accessories or other products that may result from non-compliance with or incorrect application of these instructions. Metz does not provide any guarantee with regard to the suitability of the firmware for common use or for a specific purpose and with regard to the performance and quality. The firmware is supplied as it is at present, i.e. a certain target state cannot be claimed. Moreover, Metz does not guarantee that the firmware is free of violation of rights or can be used without hindrance. Furthermore, Metz does not provide any other express or implied warranty.

Oral or written information or technical notes that originate from Metz or its employees do not constitute a guarantee in any way. Metz is under no obligation to render any services if the firmware is used in a way that is opposed to the utilisation limitations specified above, exposed to force majeure, modified or changed in any way, or not used properly.

Limitation of liability:

Metz is not liable to you or third parties for any indirect, special, secondary, incidental, collateral, or consequential damages (including business damages, lost profit, interruption of business operations or similar) resulting from the download, use, or improper use of the firmware, regardless of the theory of liability. The same applies to the loss of information, data, files, or stored programs.



Miscellaneous:

The above provisions conclusively govern the legal relationship between you and Metz with respect to the firmware.

You can terminate the validity of this Agreement by declaring this to Metz and returning the firmware including the copy and documentation.

Metz is entitled to terminate this Agreement immediately if you violate the provisions of this Agreement. In this case you shall without delay return the firmware including the copy and documentation to Metz. Moreover, you shall irrecoverably delete all copies of the firmware on all storage media.

If individual provisions of this Agreement should be invalid, the remaining provisions shall remain valid. The invalid part shall be replaced by a valid provision that comes as close as possible to the intended purpose.

This Agreement is governed exclusively by the laws of the Federal Republic of Germany.

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