



## General Terms and Conditions for Online Products

These terms and conditions apply to all digital databases, applications, information, standard contracts, explanations and other online services (hereafter called online products) which Vincentz Network provides, whether in return for payment or not, and which are used exclusively by means of remote data transmission over the Internet.

The General Terms and Conditions for the delivery of goods (books, loose-leaf editions, supplementary deliveries, tables, brochures, CD-ROMs and DVDs) apply.

Where software is supplied, additional conditions apply in accordance with software-licence conditions.

### Preamble

Vincentz Network makes various electronic products available online for its customers. These Terms of Use govern the rights and obligations of the parties regarding access to such contents where and insofar as the provisions of the respective licence agreement between Vincentz Network and the customer do not contain any provisions to the contrary concerning the respective electronic product. The following General Terms and Conditions (Terms of Use) apply exclusively. Any deviating contractual conditions of the customer shall apply only if they have been confirmed by Vincentz Network.

### Customer/user:

Customer for the purposes of these Terms of Use is anyone who enters into a contract with Vincentz Network in accordance with the Terms of Use. The customer (as a single-licence holder) is personally entitled to use the product or (as a multi-licence holder) to submit to Vincentz Network the names (first name, surname, email address) of persons (users) to whom entitlement to use the product is to be given. The customer of a multi-user licence can nominate a number of users up to the number corresponding to the number of licences purchased.

### 1. Conclusion of contract

- 1.1. A binding order is placed by the customer when he clicks on "Order now for a fee". Vincentz Network will acknowledge receipt of the order, usually by email. Acknowledgement of the order by email shall not constitute acceptance of that order.
- 1.2. The contract only comes into force if Vincentz Network expressly accepts an order.
- 1.3. Customers who are consumers have a statutory right of cancellation. The right of cancellation expires prematurely if the customer expressly agrees to commence performance of the contract and if he acknowledges that, through such agreement, the right of cancellation expires and performance of the contract commences.

### 2. Cancellation

### 2.1. Right to cancel

You have the right to cancel this contract within fourteen days without giving a reason. The cancellation period shall be fourteen days from the date of contract. To exercise your right of cancellation, you must contact us (e.g. by letter, fax or email) to unequivocally inform us of your decision to cancel this contract (see Legal Notice for contact details). To meet the cancellation deadline, it is sufficient to send your notice of cancellation before the cancellation deadline expires.

### 2.2. Consequences of cancellation

If you cancel this contract, we will, immediately and at latest within fourteen days of the date on which we receive the notification of your cancellation of this contract with us, refund all payments received from you, including delivery costs (but not additional costs that may be incurred should you choose a method of delivery different from the cheapest standard delivery offered by us). We will make this refund using the same method of payment that you used for the original transaction, unless expressly agreed otherwise with you; in any event, you will not incur fees arising from this refund.

## 3. Scope of use

All rights and claims to the contents remain with Vincentz Network, unless they are expressly granted to the customer in the licence agreement.

During the term of the contract, Vincentz Network grants the customer non-exclusive, revocable, non-transferable rights to access the contents and, in accordance with intended use, to filter, display, search or retrieve them for his own purposes. The use of the contents is limited to the scope finalised in the respective licence agreements. In no circumstances may the customer duplicate or distribute the contents, make them publicly accessible, forward them to third parties in any other way and/or process them. In particular, the customer is also prohibited from updating, changing, revising, adapting, modifying, translating or converting the contents or creating derivative works therefrom. The right to use the contents ceases on expiry of the term of the contract.

The customer may not remove, obscure or alter copyright notices, trademarks, logos or trademarks, or other proprietary rights that appear on or in the licensed contents.

## 4. Access to the contents

The customer receives access to the licensed contents over the term of the contract via an authentication method predetermined by Vincentz Network (e.g., user name, password or IP authentication). Upon conclusion of the licence agreement, Vincentz Network will provide the customer with a set of access data. These access data may be used only by an authorized user and are not transferable to other persons. The access data are limited technically to access by a single license. The customer or the users is/are prohibited from forwarding the access data to third parties.

## 5. Rights and obligations of Vincentz Network

Vincentz Network reserves the right to analyse the log files in compliance with data protection laws for the purpose of identifying any abuse by the customer and/or third parties.

Vincentz Network may remove parts of the contents of the web pages to which Vincentz Network no longer holds publication rights or in respect of which it has reasonable grounds to believe that they infringe or otherwise breach other legal regulations.

Vincentz Network will make the contents available in the technical manner in which

Vincentz Network generally provides such contents to its customers, but at least to a technical standard customary in the market. Vincentz Network will take appropriate and reasonable measures to provide the customer or the authorized users with uninterrupted access to the website and to ensure continuous availability of the contents. However, availability at all times is not expressly guaranteed. In particular, access may be intermittently limited for technical reasons, such as necessary maintenance and repair work.

## **6. Rights and obligations of the customer**

- 6.1. In the case of a multiple licence, the customer shall inform the authorized users about the intellectual property rights or other protective rights applicable to the contents and to those forms of use which are prohibited by paragraph 3 of these Terms of Use. The customer shall take all reasonable steps to prevent users or third parties from breaching intellectual property rights or other rights of Vincentz Network to the contents.
- 6.2. If the customer becomes aware that access to the contents is being abused by a co-worker or a third party, the customer shall immediately provide Vincentz Network with the details of the abuse and take the necessary steps to prevent a recurrence of the abuse. Where possible, the customer shall block the access authorization of abusive users immediately upon becoming aware of the abuse. To an extent depending on the nature and extent of the abuse, Vincentz Network may, at its discretion, take further action against the abusive authorised users.

## **7. Payments**

- 7.1. The customer is obligated to make the agreed payments. Where payment is outstanding, Vincentz Network may, without further notice and at its sole discretion, prevent customer access. Any further claims remain unaffected.
- 7.2. Payment, whether by credit card, direct debit, or transfer, is due after invoicing by Vincentz Network. The invoice is payable without deduction on the due date. For subscriptions, the subscription price is due upon receipt of the invoice; where payments are in arrears, late interest at 2 percentage points above the base rate plus the usual bank commission - but not less than 8% from the due date - will be charged, without the requirement for further reminders. Vincentz Network is entitled to limit the payment options for each customer.
- 7.3. Vincentz Network may adjust or change the basis for calculating the annually recurring licence fees.

## **8. Term of contract**

- 8.1. The duration of the subscription contract is equal to the declared duration stated at completion of contract.
- 8.2. The right of both parties to extraordinary cancellation for good cause remains unaffected.
- 8.3. Notice of cancellation must be made in writing (letter, fax, email).

- 8.4. The duration of contract concerning so-called trial-subscriptions is equal to the stated duration at completion of contract. Once the trial period has expired a shift to the appropriate equivalent charged subscription model takes place.

## **9. Warranty, liability and indemnification**

- 9.1. Vincentz Network shall be liable for damage sustained by the customer that has been caused wilfully or is due to gross negligence, is due to the object of performance lacking a warranted characteristic, is based on culpable breach of essential contractual obligations (cardinal obligations), results from mortal injury, physical harm or health damage that has been culpably caused, or for which provision is made under product liability law.
- 9.2. Cardinal obligations are contractual obligations which enable due performance of the contract in the first place and which the contractual party can regularly rely on and which, if breached, will jeopardise attainment of the contractual purpose.
- 9.3. If a cardinal obligation is breached, liability - insofar as the loss or damage is merely due to slight negligence and does not involve mortal injury, physical harm or health damage - shall be limited to the loss or damage typical of the type of contract, occurrence of which might be anticipated in connection with the provision of services such as those hereunder.
- 9.4. In all other respects, liability for whatsoever legal cause - both on the part of Vincentz Network and of its vicarious agents - is excluded.
- 9.5. The Customer undertakes to indemnify Vincentz Network and its affiliated companies in respect of such claims and losses which arise from unauthorized use of the licensed contents and which the customer could have prevented by exercising the necessary care in business. The customer agrees to indemnify Vincentz Network insofar against third-party claims.
- 9.6. Liability by Vincentz Network shall be excluded in any event insofar as the customer uses the contents beyond the authorised term of the respective licence agreement.

## **10. Concluding provisions**

- 10.1. Vincentz Network reserves the right to modify the terms at any time without stating reasons.
- 10.2. Vincentz Network may, without prior consent on the part of the customer, assign its rights from the subscription contract wholly or partly, or transfer therefrom its obligations, wholly or partly. The customer is not entitled to transfer rights or obligations under this agreement, wholly or partly, to a third party without the prior consent of Vincentz Network.
- 10.3. In the event that any provision of the Terms of Use is found to be invalid, illegal or unenforceable, all other provisions shall remain fully effective.
- 10.4. This contract is subject to German law. The exclusive venue of jurisdiction is Hanover.

**Situation: June 2017**