

# GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

The DVV Media Group GmbH creates, markets and distributes printed products and subscriptions of newspapers and trade journals, specialized books and electronic products, the rights to use data products as well as the attendance on events to be purchased via online shops, in direct sales or via marketing agents. For all orders which are placed via these sales channels and for all our deliveries and services the General Terms and Conditions (AGB) shall be valid, unless otherwise agreed. Any deviating agreements before a contract is concluded or when the contract is concluded must be made in written form.

## § 1 CONTRACTING PARTNERS

1. The customers contracting partner is the DVV Media Group GmbH (hereafter referred to as publisher or DVV Media), Heidenkampsweg 73-79, 20097 Hamburg, represented by the Managing Director, Martin Weber.  
2. The notification and the debt collection procedure shall be carried out on behalf of the publisher by the DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg.

## § 2 CONTRACT

The contract is concluded, while the customer orders the product either by phone, in written form, personally, or via an online portal directly at the publisher or via an agent, or if the customer registers (offer) and the publisher sends the product to the customer, activates the customer's access, makes the download available or sends a link with a confirmation to the customer, or if the publisher sends an order confirmation to the customer after having provided and discussed an individual offer (order acceptance).

## § 3 REVOCATION RIGHT FOR PRIVATE CUSTOMERS/CONSUMERS FOR GOODS DELIVERIES

### Revocation Instruction:

You have the right to withdraw from this contract within a period of 14 days without giving reasons. The right of revocation is 14 days and begins earliest upon receipt of the goods by you or by a third party designated by you, and who is not carrier of the goods. In order to exercise the right of withdrawal, an unequivocal declaration of withdrawal has to be sent in written form to DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg, Tel.: +49-40 237 14-240, Fax: +49-40-237 14-258, E-Mail: kundenservice(at)dvvmedia.com in written form (this can be a letter sent by postal mail, a fax or an e-mail) in order to inform us about your decision to cancel this order. You can use the enclosed sample form, however, this is not mandatory. In order to comply with the period of withdrawal, it is sufficient to send the declaration of withdrawal before the withdrawal period has expired.

### Consequences of Cancellation

If you cancel this contract, we will be obliged to refund all payments received by you, including delivery costs (except for any additional costs resulting from your decision to prefer a mode of delivery other than the cost-efficient standard delivery proposed by us) without delay and within a period of 14 days at the latest, and starting from the day when we have received your declaration of withdrawal. The refund will be effected by the same means of payment originally used by you for the transaction, unless otherwise expressly agreed. For the refund no costs arise for you. We are allowed to withhold the reimbursement until the goods have been returned to us or you have provided evidence that you have returned the goods, whichever is the earliest. You have to return the goods without delay and within a period of 14 days at the latest, starting from the date of the revocation declaration. In order to meet this deadline, you have to return the goods before the period of 14 days has expired. You have to bear the direct costs of returning the goods. You will be only liable for possible losses in value if any potential loss in value can be attributed to improper handling of the goods through your fault upon checking the condition, the properties and functionality of goods.

In order to cancel the contract, please fill out this form and return it to:  
DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg, Fax: +49-40-237 14-258, E-Mail: kundenservice(at)dvvmedia.com

I/we hereby give notice that I/we cancel the contract which has been concluded by me/us for the purchase of the following goods/for the supply of the following services:

Ordered on ( \_\_\_\_\_ \*) / received on ( \_\_\_\_\_ \*)

Name of customer(s) \_\_\_\_\_

Address of customer(s) \_\_\_\_\_

Signature of customer(s) \_\_\_\_\_  
(only if notified on paper)

Date and place \_\_\_\_\_  
(\* ) Delete as applicable

## § 4 REVOCATION RIGHT FOR PRIVATE CUSTOMERS/CONSUMERS FOR DELIVERY OF DIGITAL CONTENTS WHICH ARE NOT SUPPLIED ON A PHYSICAL DATA MEDIUM

### Revocation Instruction

You have the right to withdraw from this contract within a period of 14 days without giving reasons. The right of revocation is 14 days and begins earliest upon conclusion of the contract. In order to exercise the right of withdrawal, an unequivocal declaration of withdrawal has to be sent to DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg, Tel.: +49-40-237 14-240, Fax: +49-40-237 14-258, E-Mail: kundenservice(at)dvvmedia.com in written form (this can be a letter sent by postal mail, a fax or an e-mail) in order to inform us about your decision to cancel this order. You can use the enclosed sample form, however, this is not mandatory. In order to comply with the period of withdrawal, it is sufficient to send the declaration of withdrawal before the withdrawal period has expired.

### Consequences of Cancellation

If you cancel this contract, we will be obliged to refund all payments received by you, including delivery costs (except for any additional costs resulting from your decision to prefer a mode of delivery other than the cost-efficient standard delivery proposed by us) without delay and within a period of 14 days at the latest, and starting from the day when we have received your declaration of withdrawal. The refunding will be effected by the same means of payment originally used by you for the transaction, unless otherwise expressly agreed. For the refund no costs arise for you.

## Special Notes

- The delivery of goods which are not prefabricated and for whose production an individual selection or provision on the part of the consumer is significant, or which are clearly customized according to the individual requirements of the consumer.
- The delivery of newspapers, journals or magazines except for subscription contracts.
- The delivery of audio- or video recordings or computer software in a sealed package when the package has been removed after delivery.
- It is already pointed out that in the case of the purchase of digital content that is not delivered on a physical data carrier, the execution of the contract will begin before the end of the withdrawal period. Upon completion of the order process, the customer agrees that the legal right of revocation expires with the purchase and the associated immediate download possibility of the product.
- The customer is not entitled to withdraw from the contract when he has downloaded via the internet or any other form of electronic communication the software or any other digital products which have been made available to him under a licensing model.

In order to cancel the contract, please fill out this form and return it to:  
DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg, Fax: +49-40-237 14-258, E-Mail: kundenservice(at)dvvmedia.com

I/we hereby give notice that I/we cancel the contract which has been concluded by me/us for the purchase of the following goods/for the supply of the following services:

\_\_\_\_\_

Ordered on ( \_\_\_\_\_ \*) / received on ( \_\_\_\_\_ \*)

Name of customer(s) \_\_\_\_\_

Address of customer(s) \_\_\_\_\_

Signature of customer(s) \_\_\_\_\_  
(only if notified on paper)

Date and place \_\_\_\_\_  
(\* ) Delete as applicable

## § 5 SPECIAL CONDITIONS FOR SUBSCRIPTION PRODUCTS (PRINT AND DIGITAL)

1. The following conditions shall apply:

- Delivery of printed editions  
At the release dates which have been notified by DVV Media, the printed editions shall be supplied to a delivery address which is named by the customer and which is reachable by postal service. Please note that the release dates may vary during calendar weeks with public holidays.
- Young Professional Subscription  
This subscription can only be purchased by persons up to a maximum age of 30 years and only on condition that a respective proof of age can be provided.
- Student Subscription  
This subscription can only be purchased by persons who can provide an enrolment certificate for a university or a similar educational institution.

2. A digital user license is a personalized license. Hence it follows that only one individual user is allowed to use the components.

The delivery of digital contents to anonymous recipients, e-mail addresses or multi-drop mailboxes is excluded. The PDF e-paper issues for each individual user are marked with an individual watermark with personalized details and they are digitally signed.

3. E-paper editions (PDF) are available for a period of maximal 3 months after publication of the respective edition and can be downloaded during that period repeatedly by using a link, which will be communicated by e-mail. The number of the individual call-offs will be recorded by DVV Media. DVV Media is entitled to change the options for the download of e-paper editions (PDF) temporarily or permanently at any time. DVV Media is also entitled to interrupt or to stop the data-download of e-paper editions and/or delete individual e-paper editions. This applies in particular in the event of an important reason, especially in the event of a dispute about any legal violations on the part of the user.

4. In the event that the number of users is changed during the term of the contract, DVV Media has to be notified about any changes or the subsequent registration of any additional user immediately.

## § 6 SPECIAL CONDITIONS FOR PRODUCTS IN RETAIL SALE (SPECIALIZED BOOKS, E-BOOKS, DIGITAL ARCHIVE)

1. Specialized books, e-books (PDF) and individual items from digital archives (PDF) can be purchased by payment of the stated gross price per unit (incl. value added tax). The product descriptions in the catalogue or in the online shop does not constitute a guarantee (according to § 443 BGB) regarding specific product features. We wish to point out that the products might be slightly different to the product images. The deviations will not exceed a certain reasonable and manageable level which is deemed acceptable by the customer.

2. With regard to digital products (e-books and individual items from digital archives) the customer acquires a simple, not exclusive right of use, which is not transferable to a third party. After the right of use has been acquired, the respective digital products will be available for download for a period of maximal 3 months. The download option with the respective link will be communicated by DVV Media in an appropriate manner (normally by e-mail). The number of the individual downloads will be recorded by DVV Media. DVV Media is entitled to change the options for the download of digital products temporarily or permanently at any time. DVV Media is also entitled to interrupt or to stop the data- download of digital products and/or to delete individual digital products. This applies in particular in the event of an important reason, especially in the event of a dispute about any legal violations on the part of the user. The option for deletion does not apply to digital products which have already been downloaded and dragged to a location on the customer's computer. The customer's warranty claims remain unaffected by this.

3. The e-book products which are available as PDF are marked per user with an individual watermark with personalized details and they are digitally signed.

## § 7 SPECIAL CONDITIONS FOR SOFTWARE AND DATABASE LICENCES AND OTHER LICENSED PRODUCTS

1. Software and database products as well as digital products made available with license models (e.g. studies in PDF format) can be licensed as follows:

### - Single User License

The single user license entitles the individual user to use the provided product within the scope of the granted rights of use for himself/herself. A single user license is a personalized license and any transfer of access to the product to a non-licensed third party is prohibited.

### - Multi User License

A multi user license entitles a number of licensed users, which are stipulated in the respective order between customer and DVV Media to use the provided product within the scope of the granted rights of use. The user licenses are personalized licenses and any transfer of access to the product to a non-licensed third party is prohibited.

### - Enterprise License

An enterprise license entitles the customer to transfer the digital access to the product within his or her own legally autonomous organization within the agreed scope. Any transfer of access to the product to third parties outside of the customer's legally autonomous organization is prohibited.

2. The customer and his/her authorized and licensed users shall receive the simple, non-exclusive and non-transferrable right of use within the framework of the licensed scope of delivery and performance and according to the provisions provided hereinafter. This does not include the rights acquisition of the contents.

3. Online services (e.g. databases) are continuously available to the licensed user. The availability of online services may be temporarily impaired due to technical reasons, e.g. routinely or necessary maintenance operations. If the DVV Media database server breaks down for a considerable time during business hours, the customer will be entitled to a reduction of costs.

4. In order to get access to the online services the customer's licensed users shall receive (a) unique identification code(s) and the customer is committed to maintaining confidentiality in this regard and to prevent malpractice. In addition to that, the customer ensures that also his or her licensed users observe this obligation. If the customer becomes aware or suspects any misuse, the customer is obliged to inform DVV Media about this without delay. In the event of misuse DVV Media is entitled to block the access to the databases. The customer shall be liable for damages incurred by any misuse for which the customer is responsible.

5. The online connection for using the online services shall be initiated by the customer and shall be carried out at the customer's expense. The customer shall also bear the costs for the necessary end devices and telecommunication fees.

6. For the supply of licensed products in PDF-file format (e.g. studies in PDF format), the conditions according to § 6.2 and § 6.3 shall otherwise apply.

## § 8 SPECIAL CONDITIONS FOR BUSINESS RADAR AND DATA-PRODUCTS

1. Aggregated business information on various topics (password-protected Excel data table) can be purchased against payment of the gross unit price shown (incl. statutory VAT). The product descriptions in the catalog or online store do not constitute a guarantee (within the meaning of §§ 443 BGB) with respect to certain product features.

2. The customer acquires a simple, non-exclusive and non-transferable right of use to third parties. A transfer to third parties is expressly prohibited.

## § 9 TERM AND TERMINATION

The order for the subscription shall initially be valid for the duration of the period mentioned (contract period). The subscription agreement can be terminated by cancellation in text form. If the cancellation is not communicated in a timely manner, the agreement will be prolonged and can be terminated by the end of the new base period. The termination is only possible by means of a cancellation in text form (address of the publisher: DVV Media Group GmbH, Heidenkampsweg 73-79, 20097 Hamburg; E-Mail: info(at)dvvmedia.com. In the case of explicitly limited subscriptions, the subscription ends with the contract period agreed upon.

### Special conditions for consumers

If the customer is consumer, the subscription agreement can be terminated by cancellation in text form with one month in advance to the end of the contract period. Without cancellation, the subscription shall be renewed for an indefinite period. Then the subscription agreement can be terminated by cancellation in text form at any time with one month in advance.

## § 10 PRICES, DEBT COLLECTION AND PAYMENT TERMS

1. The publisher shall be authorized to increase the currently valid subscription price reasonably, if the costs of the publisher have increased since the last price notification. A price increase shall be notified in the subscription publication or in the digital edition. Regardless of the duration of the subscription the customer will be entitled to cancel the subscription, if the price is adjusted by more than 5 %. The cancellation has to be communicated in written form and the publisher must have received the written cancellation 10 days after initial billing of the new subscription price at the latest.

2. The monthly subscription price has to be understood plus value added tax and the delivery shall be understood free domicile for deliveries within Germany. For deliveries abroad the monthly subscription price has to be understood plus postal charges.

3. The subscription fees for the subscription are due in advance on the first business day of the delivery period/base period.

4. Invoice amounts for books or book-like products (e.g. e-books, downloads etc.) will be due for immediate payment upon receipt of the invoice resp. the order confirmation.

5. The purchase order for a subsidized student subscription shall only be possible if a valid matriculation certificate can be presented. The respective enrolment certificate has to be sent to the publisher unsolicited at least once a year. If no valid enrolment certificate can be presented, the publisher is entitled to charge the subscriber with the full subscription price.

6. The purchase order for a subsidized young professional subscription is only possible if a valid identity card can be presented. If this requirement is lacking, the publisher is entitled to charge the subscriber with the full subscription price.

7. If the customer is behind schedule with the payment of the subscription price, the publisher shall be entitled to cancel the delivery of the magazine and to demand damages for non-performance.

## § 11 DELIVERY, RECEIPT

In the event of non-delivery without any fault of the publisher, in the case of a labor dispute or in the event of force majeure, no entitlement is granted to redress for losses. Delivery defects have to be reported without delay.

## § 12 RESERVATION OF PROPRIETARY RIGHTS

The publisher retains title of ownership to the supplied products until the final and complete payment of the agreed purchase price including the respective delivery and distribution costs.

## § 13 COPYRIGHT LAW/USE OF COPYRIGHT

1. The contents supplied by DVV Media are protected by copyright law. DVV Media grants the customer, resp. the respective employees authorized by the digital user license, the right to save the supplied contents, to read and, if technically possible (PDF) to print the contents for own purposes.

2. It is expressly prohibited to reproduce the contents digitally or to transfer the contents to third parties (this also applies to employees without a personalized user license), as long as the barrier of copyright law § 44 a UrhG (temporary reproduction act which constitutes only an integral and essential part of the technical procedure, and the sole of which is regulated in copyright law § 44a UrhG) does not apply.

3. DVV Media will take the necessary precautions according to copyright law § 95 a UrhG and label the supplied PDF documents with an individual water-mark consisting of personalized details of the respective licensed user. In addition, DVV Media will check the number of link retrievals on a random basis. DVV Media reserves the right to take further protective measures according to copy-right law § 95 a UrhG in order to prevent violations, to prove any violations and to initiate criminal and civil proceedings if the restrictions of use, which are governed here, are violated and/or circumvented.

## § 14 WARRANTY

The statutory rules for warranty claims shall apply and shall be altered according to the following conditions:

### Defect notification:

The customer has to notify the publisher about any defects in written form without delay. If the customer is a merchant, he will have to prove that he has duly met his inspection and reproof obligations according to Commercial Code § 377 (HGB) and that obvious defects have been reported upon the receipt of goods without any delay within 7 days at the latest, and that hidden defects have been reported in written form within 7 days after discovery at the latest. If this report does not happen, the delivery is considered to be accepted and executed according to the contract. For goods supplied by the publisher the warranty period shall be 12 months as of the delivery of the goods to the customer, unless the defect has been fraudulently concealed or a quality warranty applies.

The publisher is not liable for line faults in the internet, for faults inherent in the systems of other providers or network operators, and warranty will only apply if their systems are available within the periods agreed upon.

The publisher retains the right to interrupt business operations temporarily for maintenance purposes.

## § 15 LIABILITY

The publisher accepts unlimited liability for damages caused by intent and gross negligence. With regard to liability for slightly negligent breaches of duty, which infringes a major duty of the contract, or whose fulfillment is a precondition for the proper fulfillment of the contract and whose avoidance the customer constantly trusts (in the following: cardinal duty), the liability is limited to foreseeable damage typical of the contract. The publisher shall not be liable for a slightly negligent breach of secondary obligations, which are no cardinal duties.

## § 16 DATA PROTECTION

Any personal data of the customer will be treated confidentially. Please note our privacy statement.

## § 17 ADDRESS

Contractual partner for the offerings on the website is:

DVV Media Group GmbH  
Heidenkampsweg 73-79  
D-20097 Hamburg  
Tel.: +49-40-237 14-100  
Fax: +49-40-237 14-244  
Mail: info(at)dvvmedia.com  
Managing Director: Martin Weber  
Register Court: Local Court of Hamburg, HR B 7906

## § 18 MISCELLANEOUS/RIGHT OF MODIFICATION

The invalidity of an individual provision of this contract does not affect the validity of the agreement in total. The contractual partners already now agree that the entire or partially invalid provision shall then be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision.

The publisher reserves the right to change the General Terms and Conditions for justified reasons, e.g. technical developments, legislative changes or other similar reasons. The user declares that he agrees to receive information about any changes in these General Terms and Conditions regarding the subscription either on the homepage of the respective portals, in writing by typographic highlighting of the modifications, or by e-mail. The alterations are considered approved by the user, unless an objection is issued within four weeks after notification of the modification or after receipt of the modification notice. If the customer opposes, the contracts regarding the offer of the publisher can be cancelled in due time.

The law of the Federal Republic of Germany shall apply with the exclusion of the UN Sales Law and without the regulations of the international private law. If the customer is consumer, the law at the end-user's place of residence can be applied when it comes to compelling consumer provisions.

We are not willing nor obligated to submit to an "out-of-court consumer arbitration litigation" concerning consumer dispute settlement proceedings.