

General Terms and Conditions for Subscriptions (Subscription GBC)

The English version of the terms and conditions of EUWID is a non-binding, unofficial translation of the original binding German text and is made available for reference only.

Article 1: Basis for the Contract; Conclusion of the Contract

1.1 The following General Terms and Conditions (Subscription GBC) apply to all contracts between EUWID GmbH (hereinafter referred to as "EUWID") and the client for periodic delivery and provision of access to periodicals and other editorial contents (offline as print media or via the Internet as "Online Services") as well as the delivery of other individual printed publications (hereinafter collectively referred to as "Publications"). Special conditions also apply governing the use of online services ("Conditions of Use of Online Services").

1.2 The depiction of the publication on EUWID's website on its own does constitute a legally binding offer but is only a non-binding invitation to the client to submit his own offer. The client submits a binding offer upon placement of his order unless otherwise agreed. EUWID accepts the offer with explicit confirmation of the order (not at the moment the client is sent automatic confirmation of receipt by email) or by delivery of the ordered publications or by arrangement of the customer's online access.

1.3 In the case of an order placed by the client on the EUWID website, the client has the opportunity to recognise and correct input errors by clicking on the "Buy" button before submitting such an order. After the order is placed, the Subscription GBCs remain accessible on the website, but not the client's individual order. The client should therefore save and/or print out his order during the ordering process.

1.4 Revised versions of these General Terms and Conditions for Subscriptions only become an integral part of the contract when they are notified to the client in writing or in text form (e.g. by email) with typographical highlighting of the amendments and the client does not expressly object in writing or in text form to the revised version within four weeks of receiving notification of the amendments. The client's attention is drawn to the significance of his failure to respond upon notification of the revised version. If the client objects to the revised version of the General Terms and Conditions for Subscriptions, the contractual relationship continues under the original terms and conditions.

1.5 Conflicting terms of the client or those deviating from these General Terms and Conditions for Subscriptions do not apply even if EUWID undertakes deliveries without explicitly denying their applicability in each individual case.

Article 2: Delivery

2.1 Periodicals are supplied in the form of a printed medium by post or in electronic form as an online service with online access as requested by the client. The place of fulfilment is EUWID's place of residence, for online services the place of fulfilment is the transfer point to the Internet.

2.2 Delivered publications remain the property of EUWID until the client has paid the full purchase price to EUWID. For online services, the right of revocation correspondingly applies for the rights of use.

Article 3: Prices, Terms of Payment, Default

3.1 The price for the respective publication is that stated in the respective current EUWID price list for this product. All quoted prices are subject to statutory value-added tax and any applicable shipping costs.

3.2 The client is invoiced for a subscription in advance at the beginning of the initial term of the subscription (6 months/1 year) and always 6 weeks before the beginning of all following subscription terms. All amounts are immediately due for payment without deduction upon receipt of the invoice.

3.3 If the client is in default of subscription payment for longer than one month and a period of grace of two weeks set by EUWID has also elapsed without payment, EUWID can then withhold further deliveries or bar the client's online access. EUWID will inform the client of this eventuality when setting the period of grace. The statutory regulations for default apply for all remaining eventualities.

3.4 EUWID will announce price changes for subsequent subscription periods in the publication concerned at least three months before they become applicable. Notwithstanding this, EUWID is entitled to adjust subscription prices in line with cost increases or reductions that have occurred with advance notice of 3 months. EUWID reserves the right to raise its prices even during a current subscription period when supplementary contents and/or functions are added to EUWID publications. Where a price is raised by more than 5%, the client is entitled to terminate, on the date the increase becomes applicable, the relevant subscription contract without notice. If the client does not exercise this right of termination, the subscription contract continues under the new terms and conditions. EUWID will draw the client's attention to these legal consequences upon notification of the price increase.

Article 4: Rights of Use

4.1 The individual articles, tables and other contents of EUWID printed publications and the EUWID online services are protected by copyright and are exclusively reserved for the client's own use and the use of the client's employees within the scope of the applicable licence. In addition to the following terms and conditions, the Terms and Conditions of Use for Online Services apply for the use of online services. EUWID reserves all rights to its publications and contents.

With regard to the published contents, without prior explicit written approval from EUWID, (whether in total or in part) the client is not entitled to

- duplicate, reprint, or save them on data carriers in any form;
- make them accessible in digital form in the client's own network (Intranet) – even if this takes place within the client's company and/or group of companies;
- transfer them or make them accessible to third parties in any form (paper, image or data carrier, microfilms, Internet) (third parties also include independent facilities/affiliates and foreign companies as well as the parents and subsidiaries of a company) or

- utilise or rework them in any other manner (e.g. by translation, processing, transformation, or rearrangement).

Copyright protection applies worldwide. Infringement of the copyright provisions represents a statutory violation which will entail prosecution under civil or criminal law.

4.2 Trademarks, logos, copyright notices and other notices on proprietary rights as well as any other distinguishing marks serving to identify EUWID and/or the authors and other notices may not be changed or removed from the contents (including print copies).

4.3 If the client culpably violates the aforementioned provisions, a contractual penalty of double the annual payment for the affected individual subscription will be due, taking into account possible claims for damages by EUWID, which remain expressly reserved.

Article 5: Due diligence and Liability

5.1 The articles, tables, and other contents published by EUWID are researched and produced applying the principles of press law and publishers' customary care and diligence.

5.2 Subject to journalistic due diligence (e.g. verification of research results), EUWID provides no guarantee for the contents' accuracy, integrity, relevance, or their usefulness for the client's specific purposes. EUWID can therefore not be held liable for the client's loss of profit or any other form of financial loss. If the client takes the contents provided by EUWID as the basis for his/her commercial decisions, he/she does so solely on the basis of his/her own entrepreneurial judgement and at his/her own risk. In particular, EUWID accepts no liability for damage or any other detrimental consequences suffered by the client as a result of reference to the price information published by EUWID in the client's own contracts with suppliers or customers.

EUWID's liability for gross culpability (intent and gross negligence) remains unaffected.

5.3 Furthermore, in all cases of contractual (also pre-contractual) and non-contractual liability, EUWID shall pay damages or reimburse futile expenses only to the following extent:

- a) in full in cases of intent, gross negligence, and assumption of a guarantee for the agreed characteristics;
- b) reimbursement to the extent of the foreseeable and typical damage in other cases only upon violation of an obligation essential to the contract, without which the objective of the contract would be endangered (cardinal obligation) and whose fulfilment the client may therefore reasonably rely on, though limited to the extent of the annual fee for the relevant individual subscription for all losses incurred during the contract year.

5.4 The statutory period of limitation for all client claims is one year. This does not apply to copyright claims made by third parties. The statutory limitation in each case begins in accordance with the statutory regulations and comes into effect – in the event of a maximum statutory expiration date – no later than five years from the formation of the claim. The statutory limitation of claims against EUWID arising from deliberate or grossly negligent breach of duty or from the assumption of guarantee remains unaffected.

5.5 Statutory liability for personal injury or product liability remains unaffected.

Article 6: Data Protection

The required client data, especially client name and address, are stored, processed and employed for the purposes of fulfilling the contractual relationship between EUWID and the client, for fostering existing relations with the client, and for quality control and further development of the product. EUWID will not pass the data on to third parties for any other purpose.

Reference must also be made to EUWID's separate data protection declaration.

Article 7: End of Contract, Termination

7.1 The subscription begins upon conclusion of the contract, hence upon delivery of the first issue of a periodical or provision of online access at the latest, and includes all the editions appearing during the respective subscription period.

7.2 The subscription is automatically renewed for one year – even when the initial term is less than one year, e.g. 6 months – if it is not terminated 8 weeks prior to expiry of the respective subscription period.

7.3 A trial subscription (3 months) is automatically transformed into an annual subscription if it is not terminated at least 2 weeks prior to expiry of the trial term (the provision in Article 7.2 applies thereafter).

7.4 The right of termination for compelling reasons remains reserved. In the event of a violation of a contractual obligation, advance notice of termination with specification of a deadline must be given unless setting such a deadline is unreasonable for the terminating party. A compelling reason for extraordinary termination by EUWID shall be understood to exist in particular when the client has been in default of payment for more than one month or has infringed EUWID copyrights. A compelling reason for an extraordinary termination does not exist for the client in particular when his field of business is changed, a department is outsourced, or when an employee leaves the company.

7.5 Every contract termination must be made in writing to become effective. Decisive for compliance with a term of notice is the date of EUWID's receipt of notice of termination.

Article 8: Concluding Provisions

8.1 The laws of the Federal Republic Germany apply exclusively and under exclusion of the UN Convention on Contracts for the International Sale of Goods.

8.2 Exclusive place of fulfilment and jurisdiction for all disputes from and in connection with the contract is Gernsbach, Germany. EUWID also has the right to take legal action at the legal domicile of the client or at any other place of jurisdiction in accordance with national or international laws.

8.3 Insofar as individual provisions of these General Terms & Conditions do not or no longer conform to the current legal position or are or become unfeasible, the legal validity of the remaining provisions remains unaffected.

Special Conditions for the Use of Online Services (Conditions of Use of Online Services)

Article 1: Application Area

These conditions of use for online services are supplementary to the Subscription GBCs in relation to access to and utilisation of the publications and contents provided in online databases by EUWID, especially for periodic receipt of periodicals (hereinafter referred to as “Conditions of Use of Online Services”).

Article 2: Online Access and Availability

2.1 The client must register on the EUWID website for provision of access to the online services. The client vouches for the completeness and integrity of the data he supplies. If the client transfers data to EUWID that applies to a particular or determinable person (particularly data relating to authorised employees), the client bears sole responsibility for ensuring that the person concerned has consented to this transfer and processing of his data or that appropriate statutory authorisation exists.

2.2 The client – in cases of subscriptions for multiple persons – and the users covered by his licence obtain password-protected access to the online services via the Internet by entering the access data (user name and password) selected upon registration. The client is responsible for provision of the technical means for accessing, opening, and displaying the online services, particularly with respect to the necessary hardware and software as well as connection to the Internet.

2.3 The client is obliged to keep the access data secret and prevent unauthorised use of the online services by third parties. The client shall take all reasonable precautions to prevent unauthorised use of the online services by third parties.

2.4 If the client becomes aware of misuse of any access data, he shall notify EUWID immediately. If misuse is suspected, EUWID reserves the right to temporarily bar the client's and the licensed users' access to the online services until the access data has been changed. This does not affect EUWID's other rights.

2.5 EUWID is entitled to employ protective systems to safeguard the legitimate use of the contents of its online services (in their entirety or only for individual contents or publications).

2.6 The online services on the EUWID website are generally available to the client 24 hours a day, 7 days a week, with an availability of 95% per calendar month. Periods of unavailability due to announced maintenance work or technical malfunctions outside EUWID's sphere of responsibility, e.g. Internet connection beyond EUWID's exchange node, are not taken into account.

Article 3: Utilisation of Online Services

3.1 The client receives the simple, non-transferable right to use, exclusively for his own internal business purposes, digital editions of the subscribed periodical (e-Paper) appearing during the subscription period as well as the digital publications and contents issued within the scope of other online services.

3.2 If several of the client's employees hold rights of use within the scope of subscriptions for multiple persons, the client must ensure adherence to the number of licences by suitable means.

3.3 The client is not permitted to reproduce, entirely or in part, any of the contents of the online services, or process them (e.g. incorporate individual texts or parts thereof into the client's documents), or forward them or make them accessible in any form to third parties (this also includes other facilities/ affiliates and foreign, parent, or subsidiary companies of the client as well as its employees), or incorporate them into networks (e.g. an Intranet) or transfer them into databases of any kind in any form of media nor analyse nor exploit them in any other commercial form without prior written consent from EUWID.

With regard to the licence, the client is obliged at all times to respect and uphold the legitimate business interests of EUWID.

3.4 The client acknowledges that the online databases have been created by EUWID within the meaning of Articles 4 Section 2, 87a Section 1 Copyright Law [UrhG]. The associated computer programmes are protected in accordance with Articles 69a ff. [UrhG], and written documentation in accordance with Article 2 [UrhG]. EUWID also holds all rights to all other elements of the online databases, especially the legal rights of use and intellectual property rights on the included contents and documents. The client is permitted to use the results of his research solely for his own internal business purposes. This includes the right to store or print one copy of a research result for postprocessing for the purposes of the client's own research. The use of contents retrieved from the online databases for producing more than only one reproduction and for establishing the client's own databases or the creation of systematic collections are not permitted.

3.5 The provision set out in Article 53 [UrhG] concerning the reproduction for private and other own usage remains unaffected.

3.6 Webcrawler and spider queries which access the online database services of EUWID as well as similar automatic processes are not permitted even if they only simulate access by an authorised user and do not impair other clients' ability to retrieve the online services.

Effective: November 20th, 2017