

General Terms and Conditions of Schillinger (BDU) for the Use of the Website Contacts for Contracts (www.contactsforcontracts.com)

§ 1 General Provisions / Scope / Contact Data / Definitions

- 1.1 The following general terms and conditions (hereinafter referred to as „**GTC**“) shall be binding for the contractual relationship between Schillinger (BDU) and any person having registered with the website “Contacts for Contracts” (www.contactsforcontracts.com, the website “Contacts for Contracts” is hereinafter referred to as “**Platform**”) regarding the use of such website.
- 1.2 No other general terms and conditions than these GTC shall be part of the contractual relationship as set forth in § 1.1 of these GTC, even if Schillinger (BDU) is aware of such general terms and conditions, unless Schillinger (BDU) has expressly accepted such general terms and conditions in writing.
- 1.3 THE CONTACT DATA OF SCHILLINGER (BDU) IS:**

SCHILLINGER (BDU)
OWNER: GÜNTER A. SCHILLINGER
SUEDRING 17
69514 LAUDENBACH/BERGSTRASSE
GERMANY
PHONE: +49-6201-98698-0
FAX: +49-6201-98698-99
E-MAIL: INFO@SCHILLINGER.DE
INTERNET: WWW.SCHILLINGER.DE

- 1.4 Schillinger (BDU) offers the use of the Platform exclusively to natural persons of legal age.
- 1.5 “**Consumer**” in terms of these GTC shall mean any User having registered with the Platform exclusively for those purposes which may not be attributed to any commercial or self-employed professional activity of such User.
- 1.6 “**Entrepreneur**” in terms of these GTC shall mean any User having registered with the Platform for any purpose which may be attributed at least inter alia to any commercial and/or self-employed professional activity of such User.
- 1.7 “**User**” in terms of these GTC shall mean any person that is in the process of registering with the Platform or having registered with the Platform.

§ 2 Conclusion of Contract

- 2.1 The registration form integrated in the home page of the Platform shall not constitute a binding offer of Schillinger (BDU) to the User to enter into a binding agreement with respect to the use of the Platform, but rather a non-binding invitation to the User to declare a binding offer towards Schillinger (BDU) to enter into such agreement.
- 2.2 By activating the button „*register*“ in the course of the registration process, the User declares her/his binding offer towards Schillinger (BDU) to enter into an agreement with respect to the use of the Platform. After (the User having (i) activated the button „*register*“ and (ii) Schillinger (BDU) having received the registration data of the User, Schillinger (BDU) will send to the User an e-mail containing a hyperlink with which the User may activate his user account on the Platform. Such e-mail shall not constitute binding acceptance of the User’s offer to enter into an agreement with respect to the use of the Platform. Such contract shall not be concluded prior to the activation of the User’s account. Schillinger (BDU) reserves the right to decline any User’s request for registration on the Platform.

§ 3 CONSUMERS' RIGHT OF WITHDRAWAL

IN CASE THE USER IS A CONSUMER, THE USER SHALL HAVE A RIGHT TO WITHDRAW FROM THE CONTRACT SUBJECT TO THE PROVISIONS OF THIS § 3.

3.1 RIGHT OF WITHDRAWAL

THE USER SHALL HAVE A PERIOD OF TWO (2) WEEKS IN WHICH TO WITHDRAW FROM THE CONTRACT WITHOUT GIVING ANY REASON. THE USER SHALL TRANSMIT THE WITHDRAWAL DECLARATION BY A TEXTUAL MESSAGE (E.G. BY POSTAL LETTER, FAX, E-MAIL). THE TWO (2) WEEKS PERIOD SHALL AT THE EARLIEST BEGIN WITH THE RECEIPT OF THE INFORMATION PROVIDED BY § 3 OF THESE GTC BY THE USER. TO MEET SUCH PERIOD, A TIMELY SENDING OF THE DECLARATION SHALL SUFFICE.

IN CASE OF DECLARING THE WITHDRAWAL BY POSTAL MAIL OR COURIER, THE USER SHALL USE THE FOLLOWING ADDRESS:

SCHILLINGER (BDU)
OWNER: GÜNTER A. SCHILLINGER
SUEDRING 17
69514 LAUDENBACH/BERGSTRASSE
GERMANY

IN CASE OF A TRANSMISSION BY FAX THE USER SHALL SEND THE DECLARATION TO FAX NO. +49-6201-98698-99, IN CASE OF AN E-MAIL TRANSMISSION TO INFO@SCHILLINGER.DE.

3.2 TERMINATION OF THE RIGHT OF WITHDRAWAL

THE USER MAY NOT EXERCISE THE RIGHT OF WITHDRAWAL PROVIDED FOR IN § 3.1 OF THESE GTC WITH RESPECT TO A SERVICE IF PERFORMANCE OF SUCH SERVICE HAS BEGUN BEFORE THE END OF THE TWO (2) WEEKS PERIOD SET FORTH IN § 3.1 PROVIDED THAT (i) SUCH PERFORMANCE HAS BEGUN WITH THE USER'S CONSENT OR (ii) THE USER HERSELF/HIMSELF HAS CAUSED THE BEGINNING OF THE SERVICES (E.G. BY DOWNLOADS ETC.).

3.3 EFFECTS OF WITHDRAWAL

IN CASE OF AN EFFECTIVE WITHDRAWAL BY THE USER, EACH PARTY SHALL (i) RETURN THE PERFORMANCES RECEIVED BY THE RESPECTIVE OTHER PARTY SUBJECT TO THE STATUTORY PROVISIONS AND (ii) COMPENSATE THE OTHER PARTY FOR THE USE OF SUCH PERFORMANCES (E.G. BY PAYING INTEREST). IN CASE (i) THE USER IS NOT IN A POSITION TO RETURN THE PERFORMANCES RECEIVED BY SCHILLINGER (BDU) OR (ii) SUCH PERFORMANCES HAVE BEEN IMPAIRED SINCE THEIR RECEIPT BY THE USER, THE USER SHALL BE OBLIGED TO COMPENSATE SCHILLINGER (BDU) THEREFORE.

THE USER HAS TO PERFORM OBLIGATIONS TO REIMBURSE PAYMENTS RESULTING FROM THIS § 3.3 WITHIN A PERIOD OF 30 DAYS, SUCH PERIOD BEGINNING WITH THE SENDING OF THE DECLARATION OF WITHDRAWAL.

§ 4 Services of the Platform / Schillinger (BDU)'s Right to Review Content of the User

- 4.1 The Platform provides the User with the opportunity to place business and product offers as well as requests for business contacts which may be read by other users of the Platform. Furthermore, the User may search for other users' offers and requests.
- 4.2 The scope of the functionalities of the Platform is restricted in case the User only uses a Basic-Account (cf. § 5.1 of these GTC).
- 4.3 The offers and requests placed by the User into the Platform will not immediately be visible to other users of the Platform. In fact, Schillinger (BDU) reserves the right to (i) analyse such offers/ requests and (ii) shorten and/or modify the texts of such offers/requests, unless such shortening and/or modification is unreasonable for the User after having reasonably considered Schillinger (BDU)'s interests.

After such review and/or shortening/modification, Schillinger (BDU) shall release the offers and requests for publication on the Platform.

- 4.4 With respect to the released offers and requests, the Platform only provides the Premium-Account users (cf. § 5.2 of these GTC) the opportunity to access the contact data published in the offers/requests.

Therefore, Schillinger (BDU) will in particular not participate in the communication between the users. If the User enters into agreements with other users, Schillinger (BDU) shall not be a contracting party to these agreements, and in no event shall Schillinger (BDU) be responsible for the execution and/or fulfillment of contracts between the User and any other user. Schillinger (BDU) shall not be liable to any user for a breach of duties under these agreements.

§ 5 Basic-Account and Premium-Account

The Platform offers two (2) alternatives of use to its registered users:

- 5.1 A free of charge account called “**Basic-Account**” with which the User may place business and product offers as well as requests for business contacts. However, the research opportunities with respect to the offers and requests are restricted. The owner of a Basic-Account is in particular not in a position to access the contact data of other users.
- 5.2 A fee-based account called “**Premium-Account**”, with which the User may access all features of the Platform (including other Users’ contact data which they have published within their offers/requests).

§ 6 Fees / Payment / Set-off / Right of Retention

- 6.1 Details about the applicable fees with respect to the Premium-Account are set forth in the relevant online order form.
- 6.2 The User may pay the applicable fees by credit card.
- 6.3 The User may only set-off with those claims which are undisputed, finally determined by a court decision or ready for a court decision.
- 6.4 The User may only retain such performances which result from the same contractual relationship as the User’s relevant counter claim.

§ 7 Term / Termination / Effects of a Termination of the Contract

- 7.1 In case the User has registered for a Basic-Account, both, the User and Schillinger (BDU), may terminate the contract by giving a two (2) weeks prior notice.
- 7.2 In case the User has registered for a Premium-Account, the term of the contract automatically expires after six (6) months (such period beginning with the registration for the Premium-Account). However, the User may request a prolongation of any term of her/his Premium-Account for further six (6) month. Schillinger (BDU) is not obliged to accept such request.

During the initial term or any prolongation period of the Premium-Account, the Premium-Account may only be terminated for good cause (cf. § 7.3 of these GTC).

- 7.3 § 7.1 and § 7.2 of these GTC shall not affect any statutory right to terminate the contract for good cause.
- 7.4 Any termination shall be declared in writing.

§ 8 Availability of the Platform

The User acknowledges and agrees that it is technologically impossible to achieve a permanent availability of the Platform. Schillinger (BDU) shall strive to constantly provide the Platform to the extent possible. However, maintenance works, safety or capacity requirements, and/or events beyond Schillinger (BDU)’s reasonable sphere of control (e.g. disruptions in public communication networks, power failures etc.) may result in short disturbances or in temporary interruptions of the Platform’s services.

§ 9 Obligations of the User

- 9.1 The User warrants and represents that all of the data provided by the User on the Platform is accurate and complete (in the contact data area, in offers, requests and/or elsewhere). It is inadmissible for the User to use pseudonyms or pen names. The User is obliged to update the data provided by the User on the Platform in case of changes (e.g. changes in the User's name, address, etc.).
- 9.2 When using the Platform, the User shall comply with all applicable laws and statutes, including without limitation all intellectual and industrial property rights (e.g. copyrights, trademarks, etc.).
- 9.3 The User is obliged to keep her/his password secret.

§ 10 Use Rights / Non-Disclosure

- 10.1 During the term of the contract, the User may use the Platform and its content for her/his own purposes, provided that the User only uses the functionalities as provided on the Platform to a registered user. Therefore, the User may particularly not research and/or copy any content of the Platform by using software like robots, web crawlers, spiders, etc.
- 10.2 The User may not disclose any content of the Platform to any third party during the term of the contract or thereafter. Employees of the User's company shall not be considered as third parties with respect to the foregoing provision.
- 10.3 Schillinger (BDU) is entitled to use the data provided by the User on the Platform within the scope of the functionalities of the Platform and to disclose such data within such scope also to other users of the Platform.

§ 11 WARRANTY

- 11.1 **IT IS TECHNOLOGICALLY IMPOSSIBLE FOR SCHILLINGER (BDU) TO DETERMINE WITH CERTAINTY WHETHER ANY USER REGISTERED WITH THE PLATFORM IS IN FACT THE PERSON WHICH SUCH USER REPRESENTS TO BE. SCHILLINGER (BDU) DOES NEITHER WARRANT NOR REPRESENT THE CORRECTNESS OF ANY USER'S REPRESENTED IDENTITY.**
- 11.2 **IN CASE STATUTORY WARRANTY PROVISIONS OBLIGE SCHILLINGER (BDU) TO PAY FOR DAMAGES, SUCH OBLIGATION SHALL BE SUBJECT TO § 12 OF THESE GTC.**

§ 12 Restriction of Liability

- 12.1 Schillinger (BDU) – including any person engaged in performing any obligation under this contract – shall be liable for damages under any claim based on normal negligence only, if Schillinger (BDU) breaches a basic obligation under this contract. In this event, Schillinger (BDU) shall not be liable to the User for any amount representing damages in excess of characteristic and foreseeable damages.

Where mandatory law or statute grant reimbursement for financial losses regardless of whether Schillinger (BDU) has acted in bad faith or negligence or without any fault at all, such claims of the User shall only apply in the event of willful misconduct or negligence on behalf of Schillinger (BDU).

- 12.2 The restrictions set forth in § 12.1 of these GTC shall not apply to the extent to which damages are covered under Schillinger (BDU)'s business liability insurance and further provided that the insurance company has effected payment to Schillinger (BDU). Schillinger (BDU) agrees to uphold the coverage of this insurance as given at the time of the execution of the contract.
- 12.3 Claims (i) resulting from guarantees (ii) for personal injuries and/or (iii) based on the German Product Liability Act shall remain unaffected by § 12.1 of these GTC.

§ 13 Indemnification Obligation of the User

- 13.1 The User warrants and represents that any content, data and/or information placed in the Platform by the User does neither infringe any statutory provision nor any right of any other user

of the Platform or of any other third party. The User shall indemnify and hold Schillinger (BDU) harmless from and against any and all actions, claims, losses, damages, liabilities, awards, as well as reasonable costs and expenses (including reasonable legal fees) resulting from or arising out any breach of the foregoing warranties. Schillinger (BDU) reserves all further rights and claims for damages.

The User's obligations under this § 13.1 shall not apply to the extent the relevant infringement is not attributable to the User.

- 13.2 In the event that the contents provided by the User infringes any right of any third party or any statutory provision, the User shall, at its own expense and at Schillinger (BDU)'s discretion, either provide Schillinger (BDU) with the right to use said contents or to amend such contents to the effect that such contents are free of any such infringement.

§ 14 Use of Personal Data

- 14.1 Schillinger (BDU) processes the User's personal data in accordance with the statutory provisions on data protection in order to be able to provide the User with the Platform's services. Any other right or obligation of Schillinger (BDU) provided by statutory law to process the User's personal data shall remain unaffected by the foregoing provision.
- 14.2 Details on Schillinger (BDU)'s treatment of the User's data are set forth in the [Terms and Conditions of Schillinger \(BDU\) on the Protection of Personal Data on the Website Contacts for Contracts](#).

§ 15 Changes in the Services of the Platform

Schillinger (BDU) reserves the right to modify the services offered on the Platform and/or to offer different services than the ones offered at the time of the User's registration at any time, to the extent reasonable to the User.

§ 16 Amendment of these GTC

Schillinger (BDU) reserves the right to amend these GTC at any time, without giving reasons. Schillinger (BDU) shall give due notice of any amendment of these GTC to the User. If the User does not object to the applicability of the revised GTC within two (2) weeks after receipt of said notice, the amended GTC shall be deemed to be accepted by the User. In case of a timely objection of the User, the previous GTC shall remain in effect with respect to the User. Schillinger (BDU) shall inform the User about the User's right to object and of the relevance of the objection deadline in said notice.

§ 17 SUPPORT

WITH RESPECT TO ANY QUERY UNDER THIS CONTRACT, THE USER MAY CONTACT SCHILLINGER (BDU) VIA POSTAL LETTER, FAX OR E-MAIL TO THE CONTACT DATA AS PROVIDED UNDER § 1.3 OF THESE GTC.

§ 18 Final Provisions

- 18.1 These GTC and the contractual relationship shall be governed exclusively by the applicable laws and statutes of Germany, without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- 18.2 In case the User is Entrepreneur or a public institution, exclusive venue for all legal disputes arising from these GTC and/or the contractual relationship between the parties shall be Frankfurt am Main/Germany.
- 18.3 The contract constitutes the entire and exclusive statements of the agreements between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to the contract which are not fully expressed in the contract.