General Terms and Conditions for the Information Service Offer from the Bundesanzeiger

[German Federal Gazette]

1. In general

The Bundesanzeiger is published Monday through Friday, other than on statutory holidays. Items to be published are normally placed in various parts and sections of the Bundesanzeiger after 3:00 p.m. on publication days. Publication times in deviation from the foregoing, e.g. on Christmas Eve and New Year's Eve, are announced on the Internet in a timely manner.

2. Service offer

On its website (www.bundesanzeiger.de), Bundesanzeiger Verlag offers its customers the ability to set up standardised and customised information services. Information in the form of HTML and/or PDF files is sent to the recipient's email address or offered for download. The recipient must provide Bundesanzeiger Verlag with a valid email address. A precise description of form and content can be found in the detailed descriptions of the information services. Data and information from these information services are provided at the recipient's risk and expense. Bundesanzeiger Verlag reserves the right to modify and improve these services. Corresponding information is announced in advance at www.bundesanzeiger.de.

3. Prices and payment terms

Reference prices shown on the website of the Bundesanzeiger (see price list on the website www.bundesanzeiger.de) are invoiced annually in advance and are immediately due for payment without early payment discounts or other deductions. In the event of default in payment, Bundesanzeiger Verlag is entitled to suspend data deliveries without prior notice. Please be sure to indicate the invoice number with all payments. Please direct payments to the account at Postbank Köln 3 99-509 (bank code 370 100 50), IBAN: DE 57 3701 0050 0000 3995 09, BIC-Code: PBNKDEFFXXX.

4. Term/termination

A subscription may be terminated at the end of its term. The subscription term is 12 months from the date of order. Termination must be made online via the Bundesanzeiger (www.bundesanzeiger.de) by the 15th day of the month preceding the end of the subscription term. Refusal to accept data deliveries is not considered termination. Absent timely termination, the subscription automatically renews for successive one-year terms. Customers may also suspend or interrupt data deliveries from the information services during the term of the subscription. However, this does not give rise to claim for reimbursement of the pro-rata subscription amount. Users of the company selection under the premium version "Bundesanzeiger direct – plus" may also switch to the basic version "Bundesanzeiger direct" during the regular term of their subscription. However, this does not give rise to claim for reimbursement of the pro-rata subscription amount.

5. Warranty

a) Bundesanzeiger Verlag provides no warranty that the offered data meet customer expectations so as to be able to achieve a certain customer objective or that the data are free of third-party copyrights.

b) Flawed data (e.g. in the case of deviations from published data) are, to the extent possible, promptly corrected by the offer or following a written, comprehensible description of the flaw by the

customer. No warranty is given for the accuracy or completeness of the data or that use or the data contained therein meet the requirements or expectations of the user.

c) If it is impossible to correct or redeliver flawed data within a reasonable period of time, customers may request a pro-rata reduction of the price. Bundesanzeiger Verlag is obligated to make only two correction attempts at most. The right to rescind the contract is limited to the existence of material defects. Pursuant to section 475 of the Civil Code *(Bürgerliches Gesetzbuch*, *BGB)*, this does not apply to contracts with consumers.

d) Complaints are to be lodged with the Bundesanzeiger Verlag in writing, and this must be done, insofar as they relate to delivery in the case of subscriptions, immediately or, with regard to other objections concerning obvious defects, within one week of receipt of the mailing.

e) The buyer's claims for compensation of damage due to late or missing delivery are precluded (for customers, the cases set forth in section 309, nos. 7/8a BGB are exempt therefrom).

6. Use

a) Customers are permitted only to print out the information gleaned by them from the data. Customers are not entitled to a farther-reaching right of publication, nor may they reproduce, modify, disseminate, reprint, or permanently store the information they print out, use it for the purposes of creating a database, or disclose it to third parties. Bundesanzeiger Verlag reserves all copyrights to which it is entitled.

b) Bundesanzeiger Verlag is at all times entitled to review use with respect to the agreed use, unlawful utilisation, or disclosure of sourced data and, if appropriate, to revoke the affected customer's authorisation to access its offers. Bundesanzeiger Verlag reserves the ability to take further legal steps.

c) Exempt from this arrangement is use of data from the section "Shareholder Forum".

7. Liability

a) Liability is in particular precluded for flawed data based on incorrect entries in the supplying sources or defective transmission from such sources.

b) In general, Bundesanzeiger Verlag is liable only for wilful misconduct or gross negligence on the part of its legal representatives or persons used to perform an obligation (*Erfüllungsgehilfen)*, unless this involves the breach of cardinal duties. This limitation of liability applies to all contractual and legal claims.

c) Bundesanzeiger Verlag is not liable for damages due to force majeure.

d) Insofar as Bundesanzeiger Verlag is liable, liability is limited to foreseeable damages typical of this type of contract. In such cases, liability is limited to EUR 2,500.00 per damage event and EUR 25,000.00 in total. Claims of this kind are to be reported in writing not later than 10 days after the error, etc. allegedly occurred.

e) Bundesanzeiger Verlag is not liable for defects or damages caused by third parties.

f) Customers are liable for the accuracy of the data provided by them during registration.

g) For technical and operational reasons, temporary restrictions and interruptions of access to this online service cannot be completely ruled out. If the liability of Bundesanzeiger Verlag GmbH comes into consideration for insufficient availability of the Internet platform, same is limited to cases of interruption of access or limitation of availability attributable to wilful misconduct or gross negligence.

h) Insofar as general terms and conditions and information on the publisher's websites are made available in a variety of languages, the German version is in each case solely applicable, particularly with respect to the interpretation of the wording used. Other language versions (translations) are to be understood as a mere service of the publisher.

8. Data protection

a) Pursuant to section 33, para. 1, of the Federal Data Protection Act *(Bundesdatenschutzgesetz)*, Bundesanzeiger Verlag points out that user data of customers are stored in machine-readable form and are processed in connection with internal settlement and evaluation procedures. The provisions of data protection law are complied with.

b) When using data of the Bundesanzeiger, customers undertake to comply with the provisions of the data protection laws in force in the Federal Republic of Germany.

9. Miscellaneous

Unless already mentioned, the provisions of the data protection law, copyright, and other statutory provisions in force in the Federal Republic of Germany are applicable to the offeror-customer relationship.

10. Severability clause/General Terms and Conditions

Information services (an information service is an electronic subscription) from the Bundesanzeiger are provided on the basis of these General Terms and Conditions. The General Terms and Conditions indicated at the time of contract conclusion are applicable. Arrangements in deviation from these terms and conditions are not acknowledged. Differently worded purchasing terms and conditions of the customer are hereby expressly rejected. They are also not acknowledged even if we do not again expressly reject them after we receive them. All provisions contained in these General Terms and Conditions are to be evaluated separately from other provisions, insofar as one or more provisions are ineffective. If one or more provisions of these General Terms and Conditions should be or become ineffective, all other provisions remain in full force and effect. The ineffective provisions are to be replaced by such provisions corresponding to or at least approximating the purpose of the terms and conditions that the parties would have agreed upon had they been aware of the ineffectiveness.

11. Side agreements

There are no further side agreements to the contract or these General Terms and Conditions. All amendments, supplementations, side agreements, and other agreements to the contract must be confirmed in writing by Bundesanzeiger Verlag in order to be effective. This also applies to the waiver of the requirement of written form. Neither of the parties may waive compliance with this form requirement.

12. Controlling language version

Insofar as the publisher's websites carry the terms and conditions or other information in various language versions, only the respective German version shall be deemed valid, in particular for the interpretation and analysis of the formulations in use. Other language versions (translations) must be regarded purely as a service the publisher has chosen to provide.

13. General obligation to provide information pursuant to Section 36 of the Consumer Dispute Resolution Act (VSBG)

We are not obliged to participate in dispute resolution proceedings before a consumer arbitration board and are not willing to do so.

14. German Law / Publisher / Place of Fulfillment / Jurisdiction

Only the German law applies.

The "Bundesanzeiger" is a publication of the Federal Ministry of Justice and Consumer Protection headquartered in Berlin.

In the event that the contractual partner of the publishing house is a business person, a legal entity under public law or special fund under public law, the place of fulfillment and jurisdiction shall be Berlin for both parties.

15. Statement about revocation

The following statements about revocation are directed solely at consumers within the meaning of section 13 BGB, i.e. natural persons who enter into the contract for a purpose that is outside their trade, business, or profession.

Statement about revocation for digital content

Statement about revocation

Right of revocation

You have the right to revoke this contract within 14 days without providing reasons.

The revocation deadline is 14 days after the contract is concluded.

In order to exercise your right of revocation, you must notify us, Bundesanzeiger Verlag GmbH, Amsterdamer Straße 192, 50735 Cologne, tel: (02 21) 9 76 68-0, fax: (02 21) 9 76 68-278, service@bundesanzeiger.de, by means of an unambiguous declaration (e.g. a letter sent by mail, a fax, or an email) about your decision to revoke this contract. To do so, you may use the attached model revocation form, although this is not mandatory.

The deadline is complied with if you send the notice about the exercise of the right of revocation prior to expiry of the deadline.

Consequences of revocation

If you revoke this contract, we must refund to you all payments that we received from you, including delivery costs (with the exception of additional costs resulting from the fact that you chose a type of delivery different than the least expensive standard delivery offered by us), and we must make such refund promptly, but in any event not later than 14 days after the date on which we receive the notice about your revocation of this contract. In making such refund, we will use the same form of payment that you used for the original transaction, unless we expressly agreed otherwise with you. In no event will you be charged a fee for such refund.

Bundesanzeiger Verlag GmbH waives return of the digital content, provided the consumer warrants that he or she has irretrievably deleted the digital content.

Model revocation form

(If you wish to revoke the contract, please complete this form and send it back.)

- To ***Bundesanzeiger Verlag GmbH, Amsterdamer Straße 192, 50735 Cologne, fax: (02 21) 9 76 68-278, service@bundesanzeiger.de:***

- I/we (*) hereby revoke the contract concluded with me/us (*) for the purchase of the following goods (*)/provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only for paper notice)

- Date

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(*) delete as applicable