

General Terms and Conditions of Business of pressrelations GmbH, Düsseldorf

Art. 1 General/Scope

- (1) pressrelations GmbH (hereinafter: "pressrelations") operates two portals for different Internet user services from different industries at <http://www.pressrelations.de> and <http://presseservice.pressrelations.de>, in accordance with the description of services on the said websites, and offers further Internet research services under a separate individual agreement.
- (2) The following General Terms and Conditions of Business (hereinafter "GTCs") apply exclusively to all contractual relations between pressrelations and its contractual partners (hereinafter: "Customer") regarding services under Art. (1). Any terms to the contrary or terms varying from or adding to these GTCs, particularly varying Customer GTCs, shall only be deemed a component part of the contract if they are agreed separately in writing.

Art. 2 Services

- (1) pressrelations provides services free of charge and for a fee. Research into press releases, news and press conferences are free of charge. The use of the services "Subject planning" and "Entering press materials", as well as all services in the field of media monitoring, media resonance analysis and database research incur a fee. In addition, the individually agreed Internet research services mentioned in Art. 1 (1) also incur a fee. All fees are calculated based on the current up to date pressrelations price list for the relevant service, to the extent that there is no provision to the contrary in a separate written agreement.
- (2) pressrelations is entitled temporarily or permanently to restrict or cease to provide the above-mentioned services if this is required for reasons of public security, network security, maintaining network integrity, interoperability of services, data protection or to perform operational and technically necessary tasks. The Customer shall not be entitled to claims resulting from this.
- (3) Changes or additions to the services may also be made at any time and other services may be added to the portals. The terms of these GTCs shall also apply to such services to the extent that they are applicable in individual cases and that nothing has been agreed to the contrary.
- (4) In order to use the services provided via the portals, access to the Internet ("WWW") is required. The costs of this connection to the Internet shall be borne by the Customer. Access to the Internet is not included in this services offer by pressrelations and of the present GTCs.

Art. 3 Conclusion and termination of contracts

- (1) In the case of the services which are free of charge, contracts between pressrelations and the Customer are concluded when the Customer uses the services or, to the extent required for the use of the services, through the Customer's registration as a user. In respect of these services, pressrelations is entitled to exclude individual Customers at any time from using them without providing reasons.
- (2) Regarding the "Subject planning" service, for which a fee is charged, contracts are concluded when the Customer order is placed on the pressservice.pressrelations.de website unless pressrelations rejects the order within two weeks or on the basis of a separate written or e-mailed order from the Customer and acceptance of the order by pressrelations.
- (3) For other services which incur a fee, contracts are only concluded through written or e-mail orders according to the relevant service descriptions or conditions based on the price list, to the extent that in individual cases no agreements have been made to the contrary.
- (4) The above-mentioned provisions also apply to the unilateral termination or the bilateral agreement to terminate contracts.

Art. 4 Obligations of pressrelations

- (1) pressrelations agrees to perform the order placed by the Customer diligently according to the description of the relevant services.
- (2) To the extent that the Customer places the order to perform the individual information services with pressrelations, pressrelations shall agree the Customer's information requirements with him and set up a relevant information profile.
- (3) pressrelations shall provide the services ordered by the Customer online, to the extent that nothing to the contrary has been agreed.

Art. 5 Customer's duty of cooperation

- (1) The Customer shall provide pressrelations with a binding notification of his information requirements and thematic focus of the services ordered.
- (2) If, on delivery of a service, the Customer realises that this does not meet his requirements in full or in part, he shall inform pressrelations of this immediately in writing.
- (3) The Customer shall report all defects in the services provided by pressrelations in writing immediately upon discovery, giving details of the defect and its consequences.
- (4) If delivery to the Customer is in an electronic format (e-mail) or by fax, the Customer shall ensure that the receiving medium is and remains usable as soon as receipt can be expected.

- (5) The Customer shall not be entitled to pass on his user name and the relevant password for pressrelations services to third parties without the approval of pressrelations. He shall protect his e-mail inbox, user name and password against unauthorised third party access. The Customer shall immediately notify pressrelations of any unauthorised use of the user name, password or e-mail inbox or any suspicion in this regard.
- (6) The Customer shall use his user name and the relevant password for use of the services exclusively according to pressrelations requirements.
- (7) Under the terms of the licensing agreement (with the content provider), customers are not allowed to pass on full-text articles included in the media review to third parties or employees who are not registered as licensed readers. The media review is for internal use only.

Art. 6 Responsibility for contents

- (1) pressrelations grants Customer sole access to the contents and information provided by other providers. The contents available via the Internet are – unless expressly set out otherwise – not offered by or the responsibility of pressrelations but by and the responsibility of third parties. Accordingly, pressrelations does not accept liability for the legality, quality and timeliness of the contents offered by third parties and accessed by the Customer in accordance with Sections 7 ff. of the German Broadcast Media Act (TMG) nor for their use by the Customer. The Customer alone is responsible for the use and deployment of the accessed contents.
- (2) If pressrelations publishes information or notices provided by the Customer on his request, the Customer shall refrain from transmitting information or notices constituting pornographic writings under Sections 184 ff. of the Criminal Code (StGB) or contents harmful to minors under the Youth Protection Act (JuSchG), incitements on racial, sexual, religious or nationalist grounds, which glorify or trivialize violence, glorify war, promote a terrorist organisation, incite criminal acts, contain expressions which are offensive or contain items which are otherwise illegal or contra bonos mores. The Customer shall ensure, before transmitting the information or notices to be published, that the information or notices delivered meet these requirements. pressrelations is not obliged to check the Customer's information for compliance of their contents with sentence 1.
- (3) pressrelations is entitled to delete information which is in breach of legal provisions – particularly against those mentioned in (2) – or which contain untrue statements and claims without notifying the Customer of this in advance.

Art. 7 Fees

- (1) To the extent that no agreements to the contrary have been made in individual cases, the fees payable for the services ordered by the Customer shall be based on the prices in the specific offers or price lists in their current versions from time to time. pressrelations reserves the right to raise prices in future according to the relevant applicable cost increases, to the extent that pressrelations and the Customer have not expressly excluded this in writing. The Customer shall be informed of price increases four weeks before they become effective, along with the specific reasons for the increases. In the case of a price increase, the Customer shall have the right to cancel the contract upon four weeks' notice from receiving notification of the increase. The cancellation shall take effect at the end of the month following the cancellation. Price alterations shall take effect with the invoice following the change.
- (2) All prices are expressed net of the statutory VAT applicable from time to time. pressrelations shall be entitled to invoice fees for services and the services annually in advance.

Art. 8 Invoicing, due dates, default

- (1) pressrelations invoices are payable immediately net.
- (2) If the Customer delays payment, pressrelations shall be entitled to charge default interest of 8% over the relevant base rate at the time.
- (3) pressrelations reserves the right to demand higher compensation.

Art. 9 Set-off/retention/transfer

- (1) Set-off against a pressrelations claim or the claim by the Customer of a right of retention is only permissible to the extent that the counterclaim constituting the basis for the set-off or retention is undisputed, has been legally established or accepted by pressrelations.
- (2) The Customer may only transfer or pledge his rights and duties from his contract with pressrelations if pressrelations has previously approved this in writing.

Art. 10 Warranty

- (1) If the services provided by pressrelations contain errors, pressrelations shall correct the errors to the extent that the Customer has fulfilled his duty of cooperation according to Art. 5 within a period of 8 days after delivery. Restrictions on quality are not deemed to be errors if they are due to technical conditions which cannot be influenced. The Customer shall have no right to rectification if he does not perform his duties of cooperation according to Art. 5 in a timely manner.

- (2) If correction under Para. 1 fails despite two attempts at rectification, the Customer may obtain a suitable reduction in the fee within 1 year of receiving the services. In the case of continuing obligations, the reduction may only be claimed for the future. A retrospective reduction is excluded.
- (3) pressrelations does not accept any liability exceeding this, in particular as regards the completeness of the delivered data or results.
- (4) Regarding deliveries via electronic tools and Internet services, the Customer shall be provided with the software product and related documentation without warranty of any kind, either expressly or implied.
- (5) In the case of delivery errors not related to the service, pressrelations shall have the right to correct the error within 24 hours of receiving the error report from the Customer, without the latter having the right to assert warranty claims for this period.
- (6) In the case of defects in a software product which pressrelations installed for the Customer, which are due to software already used by the Customer, warranty is excluded.

Art. 11 Liability

- (1) In relation to entrepreneurs, pressrelations shall be liable for damages, except in the case of a breach of material contractual obligations, only, if and to the extent that pressrelations, its legal representatives, managers and other agents are guilty of intent or gross negligence. In the case of a breach of material contractual obligations, pressrelations shall be liable for all culpable behaviour on the part of its legal representatives, managers and other agents.
- (2) Except in the case of intent or gross negligence on the part of legal representatives, managers or other agents of pressrelations, liability shall be limited to the damages typically foreseeable upon entry into the contract. Liability for indirect damages, particularly loss of profits, shall only exist in the case of intent or gross negligence on the part of legal representatives, managers or other agents of pressrelations. Liability is excluded for the Customer's loss of profits, lost savings, indirect damages, consequential damages and damages caused by Customer behaviour in breach of Art. 5 or Art. 6 of these GTCs.
- (4) Regardless of the limits to liability set out in para. (2), pressrelations' liability to entrepreneurs is in any case limited to the amount which the Customer has paid for the service or, in the case of continuing obligations, which is payable during a calendar year.
- (5) The above-mentioned liability exclusions and restrictions regarding entrepreneurs and consumers do not apply if pressrelations expressly accepts warranties nor do they apply to damages resulting from loss of life, bodily injury or damage to health nor in the case of applicable statutory regulations.
- (5) pressrelations is not liable for damages resulting from acts of God, particularly operational disruptions caused by natural disasters, the effects of war, tariff disputes and similar stoppages and gaps in pressrelations' sources of information caused by events.

Art. 12 Copyright

- (1) All rights of use regarding the services provided by pressrelations are reserved. Copies are only permitted as set out by law or on the basis of a specific agreement, to the extent that they are not created for personal or other use by the Customer himself in the context of Section 53 of the Copyright Act (UrhG).
- (2) Documents delivered to the Customer by pressrelations are only intended for private or other internal use according to Section 53 UrhG, regardless of the relevant medium.

Art. 13 Indemnity

- (1) The Customer shall be liable for the contents transmitted by him.
- (2) If the Customer violates the rights of third parties due to a breach of the provisions of Art. 6, or if the contents or information transmitted by him are in breach of the legal provisions, he shall indemnify pressrelations against all third party claims and compensate pressrelations for the damage caused.

Art. 14 Data protection

- (1) pressrelations undertakes to adhere to the legal data protection requirements, particularly the Federal Data Protection Act (BDSG), the Telecommunications Act (TKG) and the German Broadcast Media Act (TMG).
- (2) Personal Customer data shall only be collected, processed, used and transferred to third parties if the person in question has agreed or to the extent that this is required by or permitted under the BDSG, TKG, TMG or other legal provisions.
- (3) To the extent that this is required to provide the services, pressrelations may compile the news and information offer based on previous user behaviour or user behaviour specified by the Customer.

Art. 15 Duration, cancellation, replacements

- (1) The duration of the contracts for services incurring fees and their notice periods are based on the relevant descriptions of services or the individual agreement made. Contracts for free services may be cancelled at any time without notice.
- (2) This shall not affect extraordinary termination for compelling reasons. In particular, compelling reasons are:
 - a) the commencement of insolvency proceedings over the Customer's assets or the filing of an application to commence insolvency proceedings or the rejection of such an application due to insufficient assets or
 - b) a breach of material terms or conditions of this GTCs by the Customer, or
 - c) if the Customer delays payment of the amount due under a continuing payment obligation by more than 8 days.

- (3) Services sent or transferred in the month following the termination because they affect the service period result shall be separately invoiced to the Customer after the event.

Art. 16 Place of performance, dispatch risk, delivery

- (1) The place of performance for pressrelations services and the Customer is Düsseldorf.
- (2) The Customer shall bear the dispatch and transmission risk.
- (3) The dispatch/provision of services shall be deemed to start at the point when a mutual obligation arises to perform services and is capable of being performed in fact. The pressrelations Customer shall be informed of the commencement point in a written confirmation.
- (4) In the case of postal delivery, the items are deemed to have been delivered if they reach the Customer's actual or presumed control as recipient so that the latter is freely able to access the content. In the case of delivery by fax, delivery shall be deemed complete as soon as the printing process at the Customer's end has been completed. In the case of a computer fax, the delivery is deemed to have been received if the recipient has been given the opportunity to create the item from a version transmitted electronically. In the case of delivery by e-mail, the items are deemed to have been delivered if they reach the inbox on the Customer's e-mail server or on that of his provider.

Art. 17 Choice of law, jurisdiction

- (1) The law of the Federal Republic of Germany shall apply exclusively to all contractual relations between pressrelations and the Customer, to the extent that nothing to the contrary has been agreed in individual cases.
- (2) Düsseldorf is agreed as the place of jurisdiction for all legal disputes resulting from this contract to the extent that both parties are businessmen, legal entities under public law or a special fund under public law.

Art. 18 Written form

All notices, explanations and cancellation notices relating to the contractual relations between pressrelations and the Customer shall be in writing in order to be effective. This also applies to a renouncement of the written form requirement. Cancellation notices shall be sent to the other party by registered letter. Letters sent domestically are deemed delivered on the third day after their dispatch.

Art. 19 Final provisions

If individual provisions of this contract are or become invalid or incapable of performance, this shall not otherwise affect the validity of the present general terms and conditions. The contractual parties agree to fill potential lacunae with a provision as closely as possible reflecting the intended economic sense and purpose of the provision and of the contract.