**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, subject to the attendance on events to be purchased via online shops, 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 of this document apply unless otherwise agreed. All agreements before a contract is concluded or when the contract is concluded must be made in written form.

§ 1 CONTRACTING PARTIES 1. The customers (contracting partner is the DVV Media Group GmbH [hereafter referred to as publisher or DVV Media], Heidenkampsweg 77-79, 20097 Hamburg, represented by the Managing Director, Martin Weber.

2. The signing and acceptance procedure shall be carried out on behalf of the publisher by the DVV Media Group GmbH, Heidenkampsweg 77-79, 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 corresponding Digital Signature to the customer, or the publisher sends an order confirmation to the customer after having provided and discussed an individual offer (order acceptance). 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**

1. 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.

2. The delivery of newspapers, journals or magazines except for subscription contracts.

3. The delivery of audio- or video recordings or computer software in a sealed package when the package has been removed after delivery.

4. It is already pointed out that in the case of the purchase of digital content that it is not possible to make a return for technical reasons.

5. The customer is not entitled to withdraw from the contract when he has either 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 77-79, 20097 Hamburg
Fax: +49-40-237 14-258
E-Mail: kundenservice(at)dvmedia.com

If we hereby give notice that 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:

**§ 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 use the right of withdrawal, an unequivocal declaration of withdrawal must be sent in written form to DVV Media Group GmbH, Heidenkampsweg 77-79, 20097 Hamburg by telephone (+49-40-237 14-258), E-Mail: kundenservice(at)dvmedia.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 contract. 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 produce a mode of delivery different from the usual delivery procedure). 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. 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 thereof.

In order to cancel the contract, please fill out this form and return it to:

DVV Media Group GmbH
Heidenkampsweg 77-79, 20097 Hamburg
Fax: +49-40-237 14-258
E-Mail: kundenservice(at)dvmedia.com

I/we hereby give notice that 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) ( )

Signature of customer(s) ( )

Address of customer(s) ( )

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 77-79, 20097 Hamburg, Tel.: +49-40-237 14-250, Fax: +49-40-237 14-258, E-Mail: kundenservice(at)dvmedia.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 contract. 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 produce 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 delivery, unless otherwise expressly agreed. For the refund no costs arise for you.

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

1. The following conditions shall apply:

   a. 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.

   b. 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.

   c. Student Subscription: This subscription can only be purchased by persons who can provide an enrollment certificate for a university or a similar educational institution.

2. A digital user license is a personal license. Henceforth that only one user is allowed to use the components.

   *Note: Free-to-use digital products and products in recipients’ email address or multi-drop mailboxes is excluded. The PDF e-paper issues for each individual user are marked with an individual watermark with personalized data and they are digitally signed.

3. E-paper editions (PDF) are available for a period of 12 months after publication of the respective edition. The e-paper editions can be downloaded during that period repeatedly by using a link, which will be communicated by e-mail. The number of the individual calls 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 to stop the 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 illegal 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 of the offer is the digital product which will be available for download for a period of 12 months and then expires. The downloaded product can be accessed by the customer in an appropriate manner (normal PDF, e-Pub, etc.) at any time. DVV Media is also entitled to interrupt or to stop the further 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 illegal violations on the part of the user.

2. The e-book products which are available as PDF are marked peruser with an individual watermark with personalized data 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 him/herself. A single user license is a personal license and any transfer of access to the product to an 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 license is 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-transferable right of use within the framework of the licensed scope of delivery and performance 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 codes and the customer is committed to maintaining confidentiality in this regard and to prevent malpractice. In addition to this, the customer is informed that if the customer becomes aware of or suspects any misuse, the customer is obliged to inform DVV Media immediately. If the event of misuse DVV Media is entitled to block the access to the databases. The customer shall be liable for damages incurred by anyone for which the customer is responsible.
5. The online connection for using the online services shall be initiated by the customer and the customer is responsible for his own expenses. 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
1. Aggregated business information on various topics (password-protected Excel data tables) can only be paid for against payment of the gross unit price shown (incl. statutory VAT). The product descriptions in the catalog or online catalog of the publisher are indicative guarantees (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 written cancellation. The termination is communicated to the customer 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 written cancellation. The address for the termination is: Nickel & Hansen Group GmbH, Heidenkamener Straße 7379, 20097 Hamburg. In the case of explicitly limited subscriptions, the subscription ends with the contract period agreed upon.

§ 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.
2. The increase shall be notified in the subscription information or in the digital edition. Regardless of the duration of the subscription the customer will be entitled to cancel the subscription or, if the price is adjusted by more than 5%, the cancellation has to be in written form and the written form and the written cancellation on day after initial billing of the new subscription price at the latest.
3. 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.
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, if possible, if a valid matriculation certificate can be presented. The respective enrolment certificate has to be sent to the publisher as soon as possible.
6. The purchase order for a subsidized young professional subscription only, if possible, if a valid identity card can be presented. If this requirement is lacking, the publisher is entitled to cancel the subscription 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.