

## **General Terms and Conditions**

### **Beck Online Portals and E-Mail-Services**

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#### **1. Scope and definitions**

1.1 In addition to the licence agreement entered into by the customer and the Publishing House C.H. BECK (hereinafter the "Publisher"), these General Terms and Conditions shall apply to the relationship between the Publisher and the customer with regard to beck-online.DIE DATENBANK, beck-online STEUERN & BILANZEN, BAYERN.RECHT, beck-personal-portal and NomosOnline (each hereinafter the "Database"), as well with regard to E-Mail-Services. "E-Mail-Services" shall mean, in particular, beck-fachdienste and the E-Letters combined with publications such as, e.g., ArbR, FamFR, GRUR-Prax, GWR, SteuK, etc. These General Terms and Conditions also apply to a test use of the database or the E-Mail-Services permitted by the publisher prior to the conclusion of a formal licence agreement.

1.2 Any conflicting, deviating or supplementary general terms and conditions of the customer shall not apply, unless the Publisher expressly approves to their applicability. These General Terms and Conditions shall also apply if the Publisher unconditionally performs services despite knowledge of differing or contrary terms and conditions of the customer.

1.3 The terms as used in these General Terms and Conditions shall have the meaning as set out below:

1.3.1 "Retrieval" shall mean the display of a document within the browser upon a request made by the customer. If a document is displayed multiple times, e.g. caused by browsing the Database forward and backward, or by additional requests, each instance of display shall be counted as a separate retrieval.

1.3.2 "Automated IT Application" means an application or technology for the automated processing of data, information and content. This includes in particular AI applications, robots, bots, crawlers, scrapers, web spiders, meta-search engines, text and data mining, automated scripts and similar applications or technologies. It is irrelevant whether the data, information and content enter the IT application automatically or manually.

1.3.3 "Authorized user" shall mean a natural person entitled to use the Database as permitted by the licence agreement. Authorized users shall be such users only, who, at the time of conclusion of the license agreement, either are shareholders (partners, co-owners) in the customer entity, or who are employees of the customer. Any direct or indirect use of the Database by other persons is prohibited. Self-employed professionals sharing office with the customer shall not qualify as authorized users.

1.3.4 "Document" shall mean each page as displayed within the browser, irrespective if the content is to be paid for or free of charge, including but not limited to content which is in the public domain, as well as public domain content, abstracts, and indices, except hit lists, print previews, and help pages. If special view functions are used (such as section or area display) and thus multiple documents are displayed together in a browser page, each document contained in it counts as a stand-alone document. In the case of regulations, for these view functions (especially the overall view) the entire page displayed in the browser counts only as one document.

1.3.5 "Single Document" shall mean a document which is not included in the modules as subscribed by the customer and which can be retrieved within the services "retrieval of single documents" or "beck-treffer".

1.3.6 "Retrieval of single documents" shall mean a special service allowing the retrieval of single documents which are not included in the modules as subscribed by the customer. The retrieval of single documents is subject to an additional charge.

1.3.7 "IP-Check" shall mean permanent access to the Database by use of a static IP-address as acquired by the customer. The access to the Database by way of IP-Check is subject to a separate agreement to be entered into by the parties.

1.3.8 "AI Application" means an application based in whole or in part on artificial intelligence and machine learning (e.g. to produce analyses, summaries, translations or new works, decision proposals and forecasts, or to search for content). AI applications are also, in particular, language models and language assistants, provided they use artificial intelligence in whole or in part.

1.3.9 “Customer” shall mean the contractual party as set out in the license agreement. A customer can be a natural person, a legal entity or any other entity or organisation as identified in the license agreement.

1.3.10 “Session” shall mean the time period starting with the log-in to the Database and ending with the log-out or the deactivation of the browser.

1.3.11 “Single sign-on” (SSO) shall mean a procedure by which signing-in by an authorized user to his device automatically includes the personal log-in to the Database.

1.3.112 “Affiliated companies” of the customer shall mean companies which are legally affiliated with the customer at the time of conclusion of the license agreement. The Publisher may approve that a majority-owned affiliated company according to Section 16 of the German Companies Act is included in the license agreement. These principles shall equally apply to other types of entities and to public corporations.

## **2. Conclusion of contracts**

2.1 Any display or presentation of a Database and/or an E-Mail-Service on a website or in other media featured by the Publisher shall not constitute a binding offer by the Publisher. Rather, the customer is given the option to submit a binding offer for the conclusion of a licence agreement.

2.2 For user subscriptions for up to nine (9) users, customer may place an online order. In such case, the customer may submit an offer by clicking the button “order against payment” after completing the online order process. After submission of the offer, customer will be sent an order confirmation by E-Mail to the E-Mail address as indicated in the order. The order confirmation constitutes the acceptance of the offer made by customer by the Publisher. In this case, the license agreement consists of the order confirmation corresponding to the order as placed by customer and supplemented by these General Terms and Conditions.

2.3 For multi-user subscriptions for ten (10) or more users, customer may place an individual order request with the Publisher’s sales department. Customer thereupon will be sent a licence agreement to be signed by customer and returned to Publisher. The licence agreement shall become effective upon receipt of signed copy by the Publisher. The license agreement shall be supplemented by these General Terms and Conditions.

2.4 NJW subscribers shall have online access via beck-online to the content of NJWDirekt at no additional cost, subject to the scope of their subscription. For access, the activation of an individual activation code on the Publisher’s website is required.

2.5 Section 2.4 above shall apply *mutatis mutandis* to other print publications which may be subscribed in combination with a direct-module, as well as to E-Letters combined with Specialist Publications (Beraterzeitschriften).

### 3. Free trial period and right of termination

3.1 Upon conclusion of the license agreement, customer shall have the right to test the modules of the Database as subscribed by customer, as well as the beck-fachdienste, in full scope and free of charge for a free trial period. Unless agreed otherwise, the free trial period shall be four weeks. No free trial is granted for content which is not included in the subscribed product.

3.2 In case customer decides against further subscribing the modules or beck-fachdienste, customer has the right to terminate the license agreement at any time during the trial period. The license agreement will then end upon the receipt of the notice of termination by the Publisher. If no notice of termination is given, the contract shall be valid for the subscription period, calculated from the end of the trial period. For modules with a trial period of 12 weeks, the contractual relationship ends without the need for termination.

3.3 The free trial will be granted only once per module and in total no more than three times per calendar year; the Publisher may grant exceptions therefrom in individual cases.

3.4 Subscriptions to the service “beck-treffer” do not provide for a free trial period and can be terminated by customer at any given time.

3.5 The right of withdrawal for consumers as set out in Section 4 below shall remain unaffected.

### 4. Duty information for consumers

4.1 The Publisher grants a right of withdrawal to customers who act in the capacity of a consumer in accordance with the instructions on the right of withdrawal below.

A “consumer” is a natural person who concludes the agreement for a purpose which cannot be attributed to a commercial or self-employed activity (§ 13 German Civil Code).

#### Instructions on withdrawal

##### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Verlag C.H.Beck oHG, Wilhelmstr. 9, 80801 München, Telephone: 089-38 189-747, E-Mail: [beck-online@beck.de](mailto:beck-online@beck.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or E-Mail).

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from

the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

### **End of instructions on withdrawal**

#### **Model withdrawal form**

(Please complete and return this form only if you wish to withdraw from the contract.)

- To Verlag C.H.Beck oHG, Wilhelmstr. 9, 80801 München, E-Mail: [beck-online@beck.de](mailto:beck-online@beck.de)

I/We hereby give notice that I/We withdraw from my/our contract for the provision of the following service: \_\_\_\_\_

- Ordered on \_\_\_\_\_

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s),

- Date

4.2 As an online business we are obliged to inform you as a customer about the Online Dispute Resolution platform (ODR platform) of the European Commission. This ODR platform can be reached via the following link: <https://webgate.ec.europa.eu/odr>. However, we do not participate in dispute resolution proceedings before a consumer arbitration board.

## **5. Access to the Database; Subscription of E-Mail-Services**

5.1 Customer's access to the modules subscribed by customer is password-protected, and customer shall use the access data as assigned to him by the Publisher. In cases of multi-user subscriptions, each authorised user will be assigned an individual password and individual access data. For technical reasons, the individual access data for a personal log-in will be sent exclusively by E-Mail containing an encrypted link. For this reason, the customer is obligated to convey to the Publisher the respective E-Mail-addresses of all authorized users. The customer shall keep all access data and passwords confidential and shall prevent any unauthorised use by third parties; the customer shall also ensure compliance of all users with this confidentiality obligation. As a general rule, log-in via single sign-on (SSO) is permitted.

5.2 The usability and the functionality of the Database, as well as the monitoring designed to prevent unauthorized use, require that the devices used by the customer accept cookies as placed by the Publisher's systems, and that such cookies may not be modified during a session. The use of these cookies is absolutely necessary for the provision of the services of beck-online.DIE DATENBANK. The legal basis for the use of these technologies is Section 25 (2) No. 2 TTDSG. The customer shall secure compliance with such requirements (in particular by respective settings in his browser). If customer is in breach of the above obligations for reasons he is responsible for, the Publisher shall not be liable for any malfunctions resulting therefrom. If the monitoring designed to prevent unauthorized use is impaired due to such a breach, the Publisher may request the customer to remedy such breach by setting a reasonable deadline. If customer does not timely remedy the breach, the Publisher

has the right to suspend the customer's access to the Database until such breach has been remedied. Furthermore, the Publisher has the right to terminate the license agreement after setting an additional reasonable deadline and customer is still in breach after expiration of such additional deadline.

Insofar as the Publisher uses cookies in addition to the technologies that are absolutely necessary for the provision of the services, the user's consent is requested for this as part of the consent management. Differentiated information can be obtained both within the framework of the data protection declaration for beck-online.DIE DATENBANK and as part of the consent dialogue. Consent can be modified or revoked at any time via the consent management. The legal basis for the use of cookies based on consent is Section 25 (1) TTDSG.

5.3 Courts, law firms, enterprises, public authorities and other institutions and organisations, which have a static IP-address, may access the Database via IP-Check subject to an individual agreement with the Publisher. In such case, the users will not be obliged to register with their user name and password, as their devices will be permanently connected to the Database.

The use of the personalised functions of the Database, in particular, the management of electronic files and the logging of searches, comments and mark-ups, require a personal user log-in with user name and password. At customer's request, an IP-Check may be set up such that individual customer accounts will be assigned their own access data and passwords.

The customer shall have the obligation to limit access to the Database via IP-Check to the network of his entity as well as to users authorised under the customer's subscription.

5.4 Access to the database and its use is restricted to natural persons only. The use of automated IT applications or other technologies that simulate the use of the database by a natural person is not permitted.

5.5 The Publisher reserves the right to deny access to the Database if there is evidence that the customer and/or the users are using technology which is affecting the functionality or security of the Database and/or is restricting Publisher's ability to verify customer's and/or user's access rights, and/or is restricting Publisher's ability to assess compliance with the scope of the subscription, or Publisher's ability to prevent unauthorized use. In particular, the Publisher may deny access, if the Database is being accessed from an IP-address listed in a publicly available blacklist or if the customer/user is using browser software enabling the user to remain anonymous or preventing the Publisher from monitoring the usage of the Database (e.g. Tor-Browser). Prior to blocking customer's access to the Database, the Publisher will inform the customer of the intended blocking and grant customer a reasonable period of time to correct the problem; this shall not apply in exigent circumstances.

5.6 The customer shall promptly inform the Publisher if the customer becomes aware of any misuse of access data or passwords, or of the access via IP-Check. In the case of a misuse, the Publisher has the right to suspend the access to the Database until the facts and circumstances have been cleared up and the misuse has been ended. Customer shall be liable for any misuse for which the customer is responsible.

5.7 In the case of the subscription of an E-Mail-Service, the customer will receive the technical information by E-Mail. Customer shall notify the Publisher of the relevant E-Mail-addresses.

## **6. Customer's duties of cooperation**

6.1 Customer shall be responsible for providing and maintaining all technical equipment necessary for accessing the Database, in particular, hardware, operating system, Internet connection and current browser software. The Publisher will specify on the website which browsers are supported and will update such information from time to time.

6.2 In the case of innovations and modifications to the database system, the Publisher will provide the appropriate information. Customer shall then be responsible for making the necessary adjustments to his IT infrastructure.

6.3 The proper usability of the Database requires that the time and time zone are set correctly in the systems used by the customer. Customer shall be responsible for the relevant technical settings.

6.4 Customer shall take the necessary steps to secure its systems and the customer shall, in particular, use the established security settings of the browser and up-to-date protective mechanisms to prevent malware.

## **7. Scope of services; Availability; Right to make modifications**

7.1 The modules of the Database accessible to customer within the scope of customer's subscription, and/or the content provided to the customer within the scope of subscribed E-Mail-Services, are set out in the licence agreement.

7.2 Any statements made by the Publisher with regard to the Database or the E-Mail Services in advertising materials, on websites, as well as in the documentation, shall be a description of the product only, and shall not constitute a guarantee or a guarantee of a characteristic feature.

7.3 The Publisher will use the standard of care as customary in the publishing industry in selecting and maintaining the content accumulated in the Database and the E-Mail-Services. The Publisher will continuously update the content with regard to court decisions and legislation, however the Publisher will have to rely on the accuracy of information provided by third parties. Author's works (including but not limited to commentaries, manuals, encyclopaedias and form books) will be added to the Database in their most current edition from time to time. Beck online commentaries (= Beck'sche Onlinekommentare) will be updated continuously; the date of the then current edition will be stated on the relevant page. The same applies to update notes pertaining to printed publications which may be published online from time to time prior to the release of a new edition in print. Customer is advised to conduct a plausibility check for all content before using it in a particular context.

7.4 The Publisher will use reasonable efforts to achieve an average availability of the Database of 98% per calendar year. Metering point for determining the availability of the Database shall be the interface between the database system and the Internet. The availability shall be determined in accordance with the following formula:  $\text{Availability} = (\text{total time less total downtime}) / \text{total time} * 100\%$ .

In determining the total downtime, the following times will not be considered:

- a) downtime caused by malfunctions of the Internet or other circumstances for which the Publisher is not responsible, in particular an epidemic or pandemic (such as Covid-19) or force majeure;
- b) downtime caused by scheduled maintenance work in the database systems, which is regularly carried out daily between 6.00 and 8.00 a.m.;
- c) downtime caused by mandatory unscheduled maintenance work required to remove malfunctions; if possible, customer will be notified of any malfunction by a note on the website;
- d) downtime caused by temporary deficiencies in customer's technical infrastructure, such as malfunctions of the customer's hardware.

7.5 The Publisher will use reasonable efforts to continuously adjust the Database to changing requirements from time to time. Therefore, the Publisher reserves the right to adjust the system according to the technological state of art and to make improvements to the system, in particular to improve user-friendliness. The Publisher reserves the right to modify the content, provided such modifications are necessary for error correction, for updating and for supplementation, and/or are necessary due to optimised programming technologies, and/or are required due to licensing restrictions. If any such changes result in a material loss in value of the services subscribed by customer, then customer may either demand a reduction of the remuneration in proportion to the loss of value or terminate the licence agreement without notice. The right of termination may be exercised within eight weeks from the occurrence of the change.

## **8. Remuneration; Adjustment of remuneration; Payment terms**

8.1 The remuneration payable by customer for subscriptions to use the Database or for subscription of E-Mail-Services is set out in the licence agreement.

8.2 The remuneration for subscriptions – also of Email-Services - shall be paid in advance for the subscription period and the subsequent extensions respectively. The length of the subscription period and subsequent extensions is set out in the licence agreement. The remuneration for the subscription of E-Letters purchased in connection with the subscription of a printed journal is included in the remuneration for the subscription of the respective journal for a period of one year.

8.3 For the retrieval of single documents from the Database which are not included in the modules subscribed by the customer, as well as for the retrieval of single documents as part of the service beck-treffer, remuneration is charged per single document in accordance with the then current price list as of the time of retrieval; this applies also to subscriptions during the trial period. The price for the respective individual document will be displayed to the authorized user before the retrieval of such document. The remuneration for the retrieval of single documents will be charged monthly in arrears. If the customer is in default of paying more than two consecutive invoices, the Publisher has the right to suspend the customer's access to the service retrieval of single documents. In this case, a customer who has only



subscribed to the service “beck-treffer” may only retrieve documents which are generally available free-of charge.

8.4 Unless a price is expressly referred to as a gross price, all prices are net prices and statutory VAT at its then current rate will be added and shall be paid by customer.

8.5 Invoices by the Publisher are due for payment upon their receipt by customer without any deductions. Payments can be made by bank transfer, credit card (Master, Visa, Amex, JCB), or by direct debit. If an invoice proves to be undeliverable and payment is delayed as a result, the Publisher shall be entitled to block the customer's access until the customer has informed him of the current address.

8.6 If a subscribed module or a beck-fachdienst is expanded to include additional content after the conclusion of the contract, the publisher is entitled to reasonably increase the remuneration in accordance with the type and scope of the expansion with an announcement of six weeks to the point in time at which it comes into force. Insignificant enhancements and updates to existing content are not taken into account. In the announcement, the publisher informs the customer in writing or in text form about the extension, the increase in the remuneration and the date of their entry into force, as well as about the customer's special right of termination in accordance with Section 13.8, the notice period and the consequences of a notice not given in due time.

8.7 Without prejudice to Section 8.6, the publisher is entitled to appropriately increase the fee for subscriptions with an announcement of six weeks to the date of entry into force, provided that after the conclusion of the contract either the costs incurred for the provision of the services, in particular the costs of maintenance and further development of the technical infrastructure, the costs for the licensing of works by third parties or the costs for customer service and general administration - also taking into account any cost savings that may have occurred - or if the market prices of the print works included in the subscribed modules have risen. In the announcement, the publisher informs the customer in writing or in text form about the cost increase, the increase in remuneration and the time of their entry into force, as well as about the customer's special right of termination in accordance with Section 13.8, the notice period and the consequences of a notice of termination not given in due time.

## **9. Property rights**

9.1 Customer acknowledges that the Database is a database created by the Publisher, or a database within the meaning of Sec. 4, para. 2, and Sec. 87a, para. 1 German Copyright Act (UrhG). Any related computer programs are protected by Sec. 69a et seq. UrhG, whereas manuals and documentations are protected under Sec. 2 UrhG. Any third-party rights to the protected works shall remain unaffected.

9.2 Pursuant to Section 44b (3) UrhG, the publisher reserves the right to reproduce the contents of the database and the e-mail services within the meaning of Section 44b (2) sentence 1 UrhG and to reproduce a substantial part of the database in terms of type or scope within the meaning of Section 87c Paragraph 1 No. 4 in conjunction with Section 44b (2) sentence 1 UrhG in each case for the purpose of text and data mining.

9.3 All content published in the E-Mail Services is copyrighted. This applies also to the published court decisions and their guiding principles to the extent that they were edited, or revised, by a third party or by editorial staff.

9.4 Trademarks, company logos, other marks or protective notes, notices of authorship, serial numbers or other identifying features may not be removed or modified in electronic formats or printouts.

## **10. Customer's rights of use**

10.1 Subject to the payment of the remuneration, the customer will be granted, in accordance with the provisions of the licence agreement and the provisions below, a non-exclusive, non-transferable right, limited to the term of the licence agreement, to use the subscribed modules of the Database, or to use the single documents retrieved or the contents of the purchased E-Mail Services, for customer and for the contractually defined authorised users for customer's own purposes.

10.2 The right of use includes the right to conduct searches in the Database, to retrieve documents and the right to read-only access, to download and save one copy of a document on the device of the customer or on the device of the authorised user, and to print out one hard-copy of the document. Within the scope of his professional practice (in particular legal advice, tax advice, accounting, governmental or judicial functions), the Customer has the right to make additional copies of documents or the contents of an E-Mail-Service and provide such copies in whole or in part to third parties in as far as forwarding such copies is related to the work on particular case. Any other reproduction or other utilisation of documents and/or hit lists require the prior written consent by the Publisher. The systematic and automated retrieval of documents and/or hit lists, the preparation of systematic compilations from retrieved documents and/or hit lists, as well as the systematic transmission of documents and/or hit lists, or the systematic making available of documents and/or hit lists, to third parties as well as the use of the Database for the purposes of a commercial information brokerage (research and retrieval of documents by order of third parties) is not permitted.

10.3 Downloaded documents and/or hit lists may only be stored for the term of the subscription and must be deleted thereafter; the Publisher hereby waives the right to have the copies returned. The permanent archiving of downloaded documents and/or hit lists is not permitted. Excepted therefrom is the case-related, process-related or file-related archiving to a minor extent. For archiving purposes, the customer may print, or permanently store on data storage media, up to 50 documents per case, process or file even beyond the term of the subscription.

10.4 If the customer subscribes to the retrieval of single documents from the Database in accordance with the licence agreement, the authorized user may retrieve a second copy of the document during a period of 90 calendar days from the retrieval of the first copy without additional cost.

10.5 The use of the Database is limited to the number of authorised users as stipulated in the licence agreement. Unless an access via IP-Check is agreed, the customer must identify all users by name. The users' right to access the service will be confirmed by the Publisher in writing or by E-Mail.

10.6 The use is limited to the retrieval of a maximum of 200 different documents per authorised user and calendar day. The Publisher has the right to charge an additional remuneration for the retrieval of additional documents; the then current price for the retrieval of single documents shall apply. The Publisher further reserves the right to reduce the access, retrieval and download speed for the respective user and device used by such user for the rest of the calendar day if the aforementioned volume is exceeded.

10.7 By using his access data and password, an authorized user can be logged-in to the Database only once at a given time. Upon an additional log-in by using a different browser or a different device, the preceding session will be terminated automatically.

10.8 Any statutory rights of use which may be exercised under statutory licences, e.g. in accordance with the provisions of Sec. 60a et seq. German Copyright Act (UrhG), are not included in or granted under the licence agreement and/or these General Terms and Conditions and shall remain unaffected. The individual documents that are subject to a Creative Commons license are also not affected by these GTC. The Publisher does not participate in the RightsDirect program of the VG Wort.

10.9 The customer, the authorised users and other third parties are not permitted to have copyright-related acts of use performed by automated IT applications with regard to the works contained in or retrieved from the database or to perform acts of use with the aid of an automated IT application. In particular, reproduction, even if for the purpose of text and data mining, translation, processing and other alterations, any form of distribution and public communication, including making available to the public, are not permitted.

Furthermore, it is not permitted to duplicate, distribute or make publicly accessible significant parts of the database within the meaning of Section 87a UrhG by means of an automated IT application or to make corresponding use with the aid of an automated IT application; this also applies to duplications for the purposes of text and data mining. The prohibition shall also apply to parts of the database which are not substantial in terms of type and scope, since the use of an automated IT application runs counter to the normal evaluation of the database and the legitimate interests of the Publisher, in particular with regard to the protection of the authors of the works contained in the database, are unreasonably impaired. Any existing rights of the customer to reproduce in accordance with Section 60d UrhG shall remain unaffected.

10.10 The Publisher has the right to take technical measures to prevent a use in excess of the scope permitted under Sections 10.1 to 10.10 and may, in particular, install relevant access restrictions. The customer may not use any devices, products or other means which serve the purpose of bypassing, or overcoming, the technical measures taken by the Publisher. In particular, the customer may not use any web-crawler or spider-programs, meta search engines or comparable technologies which automatically retrieve contents from the Database.

The use of automated IT applications that analyse the technical properties of the database and/or retrieve, analyse, modify, enrich, aggregate, use to generate texts or other content or use or exploit the contents of the database (in particular documents, hit lists and data of any category) in any other way is not permitted. In particular, the use of browsers with integrated or linked functionality of an automated IT application is also inadmissible. The manual transfer of contents of the database into an automated IT application is also not permitted.

In the event of a misuse, the Publisher may immediately suspend the access to the Database. Any other rights and remedies of the Publisher, including but not limited to, the right to terminate for good cause and claims for damages, shall remain unaffected.

10.11 Customer shall instruct the authorised users about the provisions above and shall ensure compliance by all users.

10.12 In case there is plausible evidence for misuse of the Database, in particular for an overuse, the Publisher has the right to request the customer to provide relevant information about the extent and manner of use of the Database. Further rights and claims of the Publisher shall remain unaffected.

10.13 If the customer is an entrepreneur, a corporate body under public law, or a special fund under public law and the customer does not comply with his obligations under Section 10.11 above for reasons the customer is responsible for, the Publisher has the right to in good faith assess and claim the revenues which were presumably lost; Sections 315 et seq. German Civil Code shall apply. The assessment may be based on criteria such as the number of retrievals recorded in the then current extension as compared to the retrievals recorded in the previous subscription period or extensions and the number of professionals employed or associated with the customer. Professionals shall mean all fully qualified individuals as well as all individuals in training (e.g. interns and trainee lawyers), provided such individuals are given access to the Database and are using the Database on behalf of the customer.

## **11. Claims in the event of defects**

11.1 The Publisher shall repair any defects of the database system within a reasonable period of time. In that respect, the responsibility of the Publisher extends only to the network access point between Publisher's systems and the Internet, but not to the customer's systems and data transmission lines beyond that point.

11.2 The Publisher will use the standard of care as customary in the publishing industry in selecting and updating the content. The completeness, accuracy and currentness of the content cannot, however, be warranted.

11.3 The customer shall notify the Publisher of any defects, malfunctions or damage without undue delay.

## **12. Liability for damages**

12.1 Irrespective of the legal grounds of any claims, the liability of the Publisher shall be limited within the framework of applicable statutory law as set out in Sections 12.2 to 12.6 below.

12.2 The Publisher shall be liable without limitation for any damage to life, body or health as well as for any damage caused by intent or gross negligence on the part of the Publisher or any of its legal representatives or agents, as well as for any damage resulting from the non-compliance with a guarantee or guaranteed characteristics given by the Publisher, or on account of maliciously concealed defects.

12.3 For damages incurred as a result of a slightly negligent breach of material contractual obligations by the Publisher or any of its legal representatives or agents, the Publisher shall be

liable only limited to the damage which is foreseeable and typical for the contract. Material contractual obligations are obligations whose fulfilment is essential for the achievement of the purpose of the agreement and on whose fulfilment can be normally relied on by the customer.

12.4 The liability of the Publisher for other cases of slightly negligent conduct is limited to an amount of EUR 25,000 per individual damage.

12.5 The non-fault liability of the Publisher for defects existing at the time of conclusion of the contract according to Sec. 536a, para. 1 sentence 1 German Civil Code is hereby excluded.

12.6 Any given liability under the German Product Liability Act shall remain unaffected.

### **13. Commencement, term and termination of contracts**

13.1 Unless agreed otherwise in the licence agreement, the provisions of this Section 13 apply to the commencement, term and termination of licence agreements.

13.2 A contract for the use of the Database, or the use of beck-fachdienste, will be concluded in accordance with the provisions of Section 2 above.

13.3 After the conclusion of the contract, a trial period will begin, which is regulated in Sections 3.1 to 3.5.

13.4 (cancelled)

13.5 A contract may be terminated by either party at four weeks' notice to the end of the then current subscription period or extension. In the absence of a termination, the contract is subject to an automatic extension in each case.

13.6 Contracts for the use of beck-treffer do not provide for a trial period and may be terminated at any time without notice.

13.7 In relation to the purchase of eLetters within the scope of the subscription of a journal, the commencement, term and termination of the subscription are stipulated in the relevant subscription agreement.

13.8 In the event of an increase in remuneration according to Section 8.6 or Section 8.7, the customer is entitled to terminate the contract in writing or in text form within a period of four weeks after receipt of the notification of the increase with effect from the date the price increase comes into effect. If the customer does not terminate or does not terminate in due time, the contract will continue with the increased remuneration. Other termination rights of the customer, in particular the termination right according to section 13.5, remain unaffected.

13.9 The above provisions do not apply to contracts concluded with users of Beck CD and DVD products and of printed works (such as e.g., NJW, JuS, Formularbuch Recht und Steuern) who use the access to the Database included therein, as well as with parties who use a free access to the Database on other grounds (e.g., authors).

13.10 Each party's right to terminate for good cause remains unaffected.

13.11 Upon termination of the contract, the Publisher may immediately suspend the customer's access to the Database, and/or discontinue the Email Services.

13.12 The right of withdrawal as set out in Section 4 of these General Terms and Conditions shall remain unaffected.

#### **14. Processing of Personal Data**

14.1 The Publisher processes personal inventory and usage data as part of the use of beek-online.DIE DATENBANK agreed with the customer, as described in more detail in the corresponding data protection declaration of the Publisher.

#### **15. Obligation to professional secrecy**

15.1 To the extent that the Publisher provides services in the context of its offering of the Database which are covered by the statutory obligations of preserving professional secrecy pursuant to Sec. 43a para. 2, 43e BRAO, Sec. 57 para. 1, 62a StBerG, Sec. 43 para. 1, 50a WPO, Sec. 39a para. 2, 39c PAO and Sec. 18, 26a BNotO or for the protection of secrets pursuant to Sec. 30 VwVfG and the administrative procedure laws of the Länder, Sec. 35 SGB I and Sec. 30 AO, the Publisher undertakes, with knowledge of criminal liability in the event of any breach of professional secrecy of lawyers, tax advisors, public accountants, patent attorneys, notaries or clerks in public service to keep confidential all information obtained through such lawyer, tax advisor, public auditor, patent attorney, notary or clerk in public service. This does not apply to information that is obvious or does not require secrecy in its meaning.

15.2 The Publisher is further obliged to obtain knowledge of proprietary information only to the extent necessary for the fulfilment of the contract. Employees of the Publisher having access to such information are equally subject required to keep confidential any of the above information.

15.3 The Publisher is authorized to retain external service providers to fulfil obligations under the contract. The Publisher agrees to commit any such external service providers in writing to fulfil its contractual obligations in order to maintain secrecy. The general provisions on the protection of personal data remain unaffected.

#### **16. General provisions**

16.1 The place of performance shall be Munich, Germany. Likewise, the exclusive place of jurisdiction for any disputes arising from or in connection with contracts with entrepreneurs, legal entities under public law, or special assets under public law, shall be Munich, Germany.

16.2 German law shall apply exclusively to any disputes arising out of or in connection with the license agreements and the present General Terms and Conditions and/or the use of the Database and the Email Services, regardless of the legal grounds, to the exclusion of any conflict of law provisions which refer to a different jurisdiction. The UN Convention on Contracts for the International Sale of Goods shall not apply.

16.3 The present version of these General Terms and Conditions is a translation of the original version in German language and is for convenience only. The legally binding version shall be the version in German language exclusively.

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