

General Terms and Conditions

1. Preface, Scope

- 1.1 The subsequent General Terms and Conditions (GTC) apply to all business connections between client and BibTip GmbH (Limited Liability Company), hereinafter "us". Applicable at any one time is the relevant version at the time of conclusion of the contract.
- 1.2 The client affirms that he acquires services from BibTip GmbH solely in exercising his commercial or independent professional activity or his activity as body corporate or legal entity under public law respectively.
- 1.3 Divergent, conflicting or supplementary conditions of client's business, delivery, contracts and purchase shall not be integral part of the contract, even in case of cognizance and without explicit contradiction, except where their validity is expressly agreed upon. These GTC shall also be applicable if BibTip GmbH, in cognizance of client's conflicting or divergent conditions, renders unconditional services to the client.
- 1.4 All agreements comprising a modification, addition or concretion to this GTC, as well as special assurances and conditions, shall be put into writing.

2. Conclusion of Contract

- 2.1 Our quotations are subject to change and without engagement. Technical and other modifications within just and reasonable bounds are expressly reserved.
- 2.2 Client may place an order on the basis of a quotation.
- 2.3 With the order, the client shall declare acceptance of a contractual offer. We shall acknowledge receipt of the client's order without delay. Acknowledgement of receipt of an order does not signify binding acceptance thereof. However, confirmation of receipt may be combined with notice of acceptance of order.
- 2.4 We shall be entitled to accept the contractual offer contained in the order within 5 working days after receipt. We shall also be entitled to reject acceptance of the order, e.g. after examination of client's credit rating.

3. Duration of Contract and Termination

- 3.1 If not otherwise contractually agreed upon, contracts shall be concluded for a period of 24 months. Period of validity shall be automatically extended by another 12 months, if none of the parties are exercising their rights to terminate the agreement.
- 3.2 Each party may terminate the contract, without indication of reasons, by giving notice 3 months prior to the end of the contract period, however at the earliest upon expiration of the contractually agreed upon minimum life of the contract. Termination must be made in written form by letter, fax or via a secure online system administrator, insofar as this latter facility is available.
- 3.3 We shall furthermore be authorised to terminate the contractual relationship for good cause without adhering to a given time frame. Such good cause is shown if, amongst others, client is in arrears for two consecutive months for a substantial part of payment. Such good cause can also exist if client violates terms of use to a significant degree and in spite of having been warned. A further important cause that may lead to barring or immediate termination is present if client uses content that could jeopardize the working order or the security of the service.
- 3.4 Should client intend to transfer his contractual rights to another person, our approval shall be required. Transfer of contractual rights can only take place by letter, fax or a secure online system administrator, provided the latter facility is available. In case of transfer by letter or fax, the existing as well as the new contract partners shall sign personally.

4. Place of Fulfilment, Applicable Law and Legal Venue

- 4.1 Place of fulfilment for all contractual performances is Karlsruhe.
- 4.2 German law shall apply for all claims resulting from this contractual relationship. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 4.3 Legal venue for all disputes arising from this contract is the local court of Karlsruhe. The same applies if client does not have a general jurisdiction in Germany or his domicile or habitual address is unknown at commencement of a suit. We shall furthermore be entitled to file a complaint at the domicile or registered office of the client.

5. Scope of Services

- 5.1 We guarantee an annual average network availability of 99% for our online services. Should the security of operations or maintenance of systems integrity be endangered, we may temporarily limit access to our services, according to circumstances and requirements.
- 5.2 The respective scope of services is the result of the valid general product information and the completed order form or an individual written offer respectively, at the time of order.
- 5.3 Technical limitations are regulated in the respective terms of use and can be gleaned under <http://www.bibtip.com>.
- 5.4 Technical support services are not part of the offer unless specifically mentioned otherwise. Should these support services be required and called upon, they shall be billed separately.

6. Property Rights

- 6.1 The concept "BibTip" is a registered trade mark of BibTip GmbH. Usage thereof in client's website, in combination with the BibTip logo, is allowed.
- 6.2 At termination of contract, client shall remove all technical dependencies to BibTip services and no longer use the registered trademark "BibTip" and the BibTip logo in his website.
- 6.3 Author and exclusive copyright holder of the data produced through the BibTip services is BibTip GmbH. Data collected and produced within the frame work of provision of services are furthermore protected pursuant to §§ 87a et sqq., German Copyright Act (protection of the database producer). Sole holder of rights is BibTip GmbH.
- 6.4 Client shall be granted the simple right of use to make the data prepared by BibTip services publicly accessible on his website (§ 19a of the German Copyright Act).
- 6.5 If a service facilitated by us can no longer be maintained, client shall– upon demand – be surrendered the data prepared for him from the pertaining service. Transfer to third parties and commercial exploitation of these data shall remain precluded.

7. Data Integrity

- 7.1 For the care of his services client shall get a user ID and a password. Client shall be obligated to treat it confidentially and be liable for any misuse resulting from unauthorised use of the password. Should client become aware that unauthorised third parties have knowledge of the password, he shall immediately inform us thereof. Should, through fault of client, third parties benefit from services of ours by misapplication of the password, client shall be liable for user fee and compensation for damages. Hence, in case of suspicion, client has the possibility to ask for a new code word to be submitted by us.

8. Data Protection

- 8.1 Our data protection policy is in keeping with the Federal Data Protection Act (BDSG) as well as the Tele Media Act (TMG)
- 8.2 Person-related data of the client shall only be collected and used insofar as required for justification, content structure or modifications of the contractual relationship and contract compliance. Client shall be obligated to constantly update the information in his online system administration, as far as such possibility is at his disposal.
- 8.3 Client shall have a right for information as well as the right for correction, barring and deletion of his stored data. Should deletion be in conflict with legal or contractual retention obligations or other legal reasons, the data shall be barred.

9. Liability

- 9.1 The legal liability provisions shall apply.

10. Payment Conditions

- 10.1 All rates are net prices, plus mandatory added value tax.
- 10.2 Depending on contractual agreement, monthly or yearly settlement shall apply, always one billing cycle in advance. In case of monthly maturity, payment shall be effected exclusively by collection authorisation. Otherwise payment shall be by bank transfer after our having issued an invoice accordingly. All amounts shall be due immediately upon receipt of invoice.
- 10.3 In case of exceeding possibly granted terms of payment, we shall be entitled to interest on arrears, even without prior notice. Rate of interest on arrears will be 8 percentage points above the base lending rate.
- 10.4 In case of default we shall additionally be entitled to withholding all other services.
- 10.5 Client can only settle undisputed, disputed but ready to be adjudicated upon or claims established as final and absolute. Client shall be entitled to exercising a right of retention only insofar as his counterclaim is based on the same contractual relationship.
- 10.6 Invoices shall be sent by mail. As far as the possibility exists, they will be additionally filed in client's online system administration, confirmed by an e-mail communication.

Status: 27.11.2009