

## Terms of Use & Data Protection

The following Terms of Use govern the use of the supplementary services offered by SEiBT Industrial Database of Wer liefert was? GmbH.

### § 1 Definitions

- I. WLW: the company Wer liefert was? GmbH, ABC-Straße 21, 20354 Hamburg;
- II. User: any natural person or legal entity that uses the SEiBT database or one or more of the supplementary services and communicates with third parties via such.
- III. Advertiser: any provider of products and services that is listed in the SEiBT database;
- IV. Supplementary services – SEiBT EGS: SEiBT “Send enquiry”, SEiBT “Send SMS” and SEiBT “Recommend company”;
- V. SEiBT “Send enquiry”: instructing Wer liefert was? GmbH to inform one or more providers listed in the SEiBT database of a user’s specific interest in services or products;
- VI. SEiBT “Send SMS”: transmission of the company contact data found in the SEiBT database to the user’s mobile phone;
- VII. SEiBT “Recommend company”: passing on company contact data found in the SEiBT database to third parties known to the user either personally or through business;

### § 2 Extent of use

- I. The user undertakes not to send any pornographic, politically extreme or religiously fanatical material or other content that is not consistent with the free democratic constitutional system or otherwise violates prevailing law.
- II. Any use of the SEiBT EGS that is not covered by the definitions given in § 1 V-VII will be regarded as unsolicited communication (spam) and is forbidden. The user notes that the recipient of spam may be entitled to injunctive relief under competition law and/or to a claim for damages against the user irrespective of the selected technical form of communication (e-mail or SMS).

### § 3 Liability

- I. Wer liefert was? GmbH assumes no liability whatsoever for the content, data integrity, delivery or whereabouts of communications sent via the supplementary services.
- II. The user is liable, in accordance with the general laws and pursuant to these Terms of Use, for the contents it sends via the EGS. Should a claim be made on Wer liefert was? GmbH as a result of the law or these Terms of Use being violated, the user shall indemnify Wer liefert was? GmbH against such claims on first demand.

### § 4 Consequences of misuse

- I. Should the user violate § 2 of these Terms of Use, they shall pay Wer liefert was? GmbH a contractual penalty of € 25.00 for any unsolicited communication sent to an advertiser or any other unsolicited communication.
- II. In the event of § 2 of these Terms of Use being violated, Wer liefert was? GmbH is also entitled to claim damages and
  - a. to advise all SEiBT users and advertisers in an appropriate manner of the methods of the user;
  - b. to inform the user’s Internet service provider of the user’s conduct and use its influence to have the user’s Internet access and/or web hosting accounts blocked;
  - c. to refuse the user access to the SEiBT database temporarily or permanently.

### § 5 Data protection

In accepting these Terms of Use the user also agrees to any accrued personal data and data related to content, use, traffic and connections being stored. Wer liefert was? GmbH is entitled to pass this data on to third parties for the purposes of asserting legal rights in the event that the SEiBT EGS are used for something not covered by these Terms of Use. The data will never be passed on to third parties outside the company for advertising purposes.

### § 6 Applicable law, place of jurisdiction and severability clause

The law of the Federal Republic of Germany shall apply on exclusion of the Hague Conventions Relating to a Uniform Law on the International Sale of Goods and the German conflict of laws. The exclusive place of performance and court is Hamburg. Any amendments to these Terms of Use must be made in writing. The invalidity of any individual provisions shall not otherwise affect the validity of these Terms of Use.

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