

## Terms of Use & Data Protection

The following Terms of Use govern the use of the supplementary services offered by the supplier search engine of Wer liefert was GmbH.

### § 1 Definitions

- I. WLW: the company Wer liefert was GmbH, Normannenweg 16 - 20, 20537 Hamburg;
- II. User: any natural person or legal entity that uses the supplier search engine 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 WLW supplier search engine;
- IV. Supplementary services – WLW EGS: WLW “Send enquiry“, WLW “Send SMS“ and WLW “Recommend company“;
- V. WLW “Send enquiry“: instructing WLW to inform one or more providers listed with “Wer liefert was?“ of a user’s specific interest in services or products;
- VI. WLW “Send SMS“: transmission of the company contact data found in the supplier search engine to the user’s mobile phone;
- VII. WLW “Recommend company“: passing on company contact data found in the supplier search engine 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 WLW EGS that is not covered by the definitions given in § 1 V-VII to send unsolicited communications (spam) is forbidden. The user notes that the recipient of spam may be entitled to injunctive relief under competition law and/or a claim for damages against the user irrespective of the selected technical form of communication (e-mail or SMS).

### § 3 Liability

- I. WLW 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 WLW as a result of the law or these Terms of Use being violated, the user shall indemnify WLW against such claims on first demand.

### § 4 Consequences of misuse

- I. Should the user violate § 2 of these Terms of Use, it shall incur a contractual penalty of € 25.00 for every mailing and every advertiser that has been sent an unsolicited offer.
- II. In the event of § 2 of these Terms of Use being violated, WLW is also entitled to claim damages and
  - a. to advise all WLW 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 supplier search engine 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. WLW is entitled to pass this data on to third parties for the purposes of asserting legal rights in the event that the WLW 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 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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