

// Terms of Use

By using the supplier search engine and its supplementary services the user accepts the following Terms of Use that govern the use of the supplier search engines of Wer liefert was? GmbH and its supplementary services.

§ 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", WLW "Recommend company" and "WLW Change company data";
- 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;
- VIII. WLW "Change company data": providing corrections or supplements to third-party company data found in the supplier search engine by a user.

§ 2 Extent of use

- I. The user agrees to use the supplier search engine and the WLW EGS only for its own commercial and independent professional activities and declares itself not to be a consumer within the terms of § 13 BGB [German Civil Code].
- II. 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.
- III. Any use of the WLW 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 a claim for damages against the user irrespective of the selected technical form of communication (e-mail or SMS).
- IV. While using WLW EGS the user undertakes to only change or supplement database content when, acting with due care and diligence, there can be no reasonable doubt as to the factual correctness of the planned corrections or amendments.

§ 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 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, including the written-form clause, 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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Germany

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