

# General Terms and Conditions for Subscription to the Info Service "Aktionärsforum" [*Shareholder Forum*]

## 1. General

The Bundesanzeiger [*German Federal Gazette*] is published Monday through Friday, other than on statutory holidays. Posts to be published are placed in the Aktionärsforum on an ongoing basis from 8:00 am to 3:00 pm on publication days.

Publication times in deviation from the foregoing, e.g. on Christmas Eve and New Year's Eve, are announced on the Internet in a timely manner.

## 2. Service offer

Via its Info Service, Bundesanzeiger Verlag offers its customers access to current changes and information in the Aktionärsforum of the Bundesanzeiger. This information is sent to the recipient's email address in the form of HTML and/or PDF files or offered for download on the service platform. The recipient must provide Bundesanzeiger Verlag with a valid email address.

## 3. Prices and payment terms

Reference prices shown on the website of the Bundesanzeiger (see price list on the website [www.bundesanzeiger.de](http://www.bundesanzeiger.de)) are invoiced annually in advance and are immediately due for payment without early payment discounts or other deductions. In the event of default in payment, Bundesanzeiger Verlag is entitled to suspend data deliveries without prior notice. Please be sure to indicate the invoice number with all payments. Please direct payments to the account at Postbank Köln 3 99-509 (bank code 370 100 50),  
IBAN: DE 57 3701 0050 0000 3995 09, BIC-Code: PBNKDEFFXXX.

## 4. Term/termination

A subscription may be terminated at the end of its term. The subscription term is 12 months from the date of order. Termination must be made online via [www.bundesanzeiger.de](http://www.bundesanzeiger.de) by the 15th day of the month preceding the end of the subscription term. Refusal to accept data deliveries is not considered termination. If the subscription is not terminated in good time, the subscription automatically renews for successive one-year terms. Data deliveries from the info services may also be suspended during the term of the subscription. However, this does not give rise to a claim for reimbursement of the pro-rata subscription amount.

## 5. Warranty

- a) Bundesanzeiger Verlag provides no warranty that the data offered meet customer expectations or that thus a specific customer objective is able to be achieved.
- b) No warranty is given for the accuracy or completeness of the data or that use of the data contained therein meet the requirements or expectations of the user. If it is impossible to correct or redeliver flawed data within a reasonable period of time, customers may request a pro-rata reduction of the price. Bundesanzeiger Verlag is obligated to make two correction attempts at most. The right to rescind the contract is limited to the existence of material defects. Pursuant to section 475 of the Civil Code [*Bürgerliches Gesetzbuch, BGB*], the foregoing does not apply to contracts with consumers.

- c) Complaints are to be lodged with Bundesanzeiger Verlag in writing, and this must be done, insofar as they relate to delivery in the case of subscriptions, immediately or, with regard to other objections concerning obvious defects, within one week of receipt of the mailing.

## 6. Use

Bundesanzeiger Verlag is at all times entitled to review use with respect to the agreed use, unlawful utilisation, or disclosure of sourced data and, if appropriate, to revoke the affected customer's authorisation to access its offers. Bundesanzeiger Verlag reserves the ability to take further legal steps.

## 7. Liability

- a) Liability of the Bundesanzeiger and the Federal Ministry of Justice and Consumer Protection for posts published in the Shareholder Forum
  - 1. The Aktionärsforum is intended for private communication and for this purpose offers merely the platform. Neither Bundesanzeiger Verlag GmbH as operator of the Aktionärsforum nor the Federal Ministry of Justice and Consumer Protection as publisher of the Bundesanzeiger identifies with the content. Normally, in connection with the posting process, the operator carries out merely a formal review of the post for completeness of the necessary information. This review is performed largely automatically. Bundesanzeiger Verlag GmbH does not edit the content of data provided.
  - 2. Bundesanzeiger Verlag GmbH is liable for posts published in the Aktionärsforum only under the conditions set forth in sections 8, para. 1, and 11 of the Teleservices Act [*Teledienstegesetz, TDG*].
  - 3. Even if Bundesanzeiger Verlag GmbH is liable, its liability to compensate damages is limited to wilful misconduct and gross negligence, including wilful misconduct and gross negligence on the part of the representatives of Bundesanzeiger Verlag GmbH and persons it uses to perform an obligation [*Erfüllungsgehilfen*]. Other than in cases of wilful misconduct, the liability to compensate damages is moreover limited to foreseeable damages that are typically incurred. Sentence 1 does not apply to the breach of essential contractual duties [*Kardinalpflichten*]. The aforementioned limitations of liability apply without respect to the legal nature of the asserted claim. They also cover the personal liability to compensate damage on the part of employees and representatives of Bundesanzeiger Verlag GmbH and persons it uses to perform an obligation. Liability for culpable injury to life, body, or health remains unaffected.
  - 4. Liability of the Federal Ministry of Justice and Consumer Protection as publisher of the Bundesanzeiger for posts published in the Aktionärsforum is precluded, regardless of legal basis.
- b) Liability for links and linked-to sites
  - 1. The Aktionärsforum contains links to third-party websites. Bundesanzeiger Verlag GmbH as operator of the Aktionärsforum is obligated to do so under section 5, para. 2, of the Directive Concerning the Aktionärsforum [*Aktionärsforumsverordnung, AktFoV*]. These links thus also have to do with information that is stored for a user. Bundesanzeiger Verlag GmbH has no influence on the content of outside websites; rather, the offeror or operator of the sites is responsible for this. It is not possible to control content of linked-to sites.
  - 2. Since Bundesanzeiger Verlag GmbH does not evaluate and select the links, the parties are in agreement that Bundesanzeiger Verlag GmbH is in any case not liable for these links and the content of linked-to sites if liability is excluded under corresponding application of sections 8, para. 2, and 11 TDG. In all other respects – provided there is liability under statutory provisions – the limitations of liability under letter a) (3) apply mutatis mutandis.

3. Liability of the Federal Ministry of Justice and Consumer Protection as publisher of the Bundesanzeiger for links in the Aktionärsforum and the content of linked-to sites is precluded, regardless of legal basis.

c) Other liability

1. In all other cases, Bundesanzeiger Verlag GmbH is liable only to the extent that claims for compensation of damage are asserted that are based on wilful misconduct or gross negligence, including wilful misconduct or gross negligence on the part of representatives and persons used to perform an obligation. This does not apply to the breach of essential contractual duties. Other than in cases of wilful misconduct, liability is moreover limited to foreseeable damages that are typically incurred. Any further liability to compensate damage is precluded, irrespective of the legal nature of the asserted claim. This also applies to the personal liability to compensate damage on the part of employees and representatives of Bundesanzeiger Verlag GmbH and persons it uses to perform an obligation. Liability for culpable injury to life, body, or health remains unaffected.
2. Letter a, sentence 2, does not apply to access interruptions (section 1, para. 2 AktFoV). There is liability for this only in the event of wilful misconduct or gross negligence.

## 8. Data protection

- a) Pursuant to section 33, para. 1, of the Federal Data Protection Act [*Bundesdatenschutzgesetz*], Bundesanzeiger Verlag points out that user data of customers are stored in machine-readable form and are processed in connection with internal settlement and evaluation procedures. Data protection legal provisions are observed.
- b) When using data of the Bundesanzeiger, customers undertake to comply with the provisions of the data protection laws in force in the Federal Republic of Germany.

## 9. Miscellaneous

Unless already mentioned, the provisions of data protection law, copyright, and other statutory provisions in force in the Federal Republic of Germany are applicable to the offeror-customer relationship.

## 10. Severability clause/General Terms and Conditions (GTCs)

The General Terms and Conditions of Bundesanzeiger Verlag GmbH are solely applicable. The inclusion of other general terms and conditions is expressly rejected. They are also not acknowledged even if we do not again expressly reject them after we receive them. All provisions contained in these General Terms and Conditions are to be evaluated separately from other provisions, insofar as one or more provisions are invalid. If one or more provisions of these General Terms and Conditions should be or become invalid, this will not affect the validity of the remaining provisions. The invalid provisions are to be replaced by such provisions corresponding to or at least approximating the purpose of the terms and conditions that the parties would have agreed upon had they been aware of the invalid provision(s).

## 11. Ancillary agreements

There are no further ancillary agreements to the contract or these General Terms and Conditions. Ancillary agreements and amendments to the contract must be made in writing. Neither of the parties may waive compliance with this form requirement.

## **12. Controlling language version**

Insofar as general terms and conditions and information on the publisher's websites are made available in a variety of languages, the German version is in each case solely applicable, particularly with respect to the interpretation of the wording used. Other language versions (translations) are to be understood as a mere service of the publisher.

## **13. Platform for settlement of disputes**

Online dispute resolution in accordance with Art. 14 Para. 1 ODR-VO [*Online Dispute Resolution Ordinance*]: You will find an online dispute resolution (ODR) platform provided by the European Commission under <http://ec.europa.eu/consumers/odr/>. We point out that we do not participate in dispute resolution before a consumer dispute resolution authority.

## **14. German Law / Publisher / Place of Fulfillment / Jurisdiction**

Only the German law applies.

The "Bundesanzeiger" is a publication of the Federal Ministry of Justice and Consumer Protection headquartered in Berlin.

In the event that the contractual partner of the publishing house is a business person, a legal entity under public law or special fund under public law, the place of fulfillment and jurisdiction shall be Berlin for both parties.

## 15. Statement about revocation

The following statements about revocation are directed solely at consumers within the meaning of section 13 BGB, i.e. natural persons who enter into the contract for a purpose that is outside their trade, business, or profession.

### Statement about revocation for digital content

#### **Statement about revocation**

##### **Right of revocation**

You have the right to revoke this contract within 14 days without providing reasons.

The revocation deadline is 14 days after the contract is concluded.

In order to exercise your right of revocation, you must notify us, Bundesanzeiger Verlag GmbH, Amsterdamer Straße 192, 50735 Cologne, tel: (+49 [0]2 21) 9 76 68-0, fax: ((+49 [0]2 21) 9 76 68-278, service@bundesanzeiger.de, by means of an unambiguous declaration (e.g. a letter sent by mail, a fax, or an email) about your decision to revoke this contract. To do so, you may use the attached model revocation form, although this is not mandatory.

The deadline is complied with if you send the notice about the exercise of the right of revocation prior to expiry of the deadline.

##### **Consequences of revocation**

If you revoke this contract, we must refund to you all payments that we received from you, including delivery costs (with the exception of additional costs resulting from the fact that you chose a type of delivery different than the least expensive standard delivery offered by us), and we must make such refund promptly, but in any event not later than 14 days after the date on which we receive the notice about your revocation of this contract. In making such refund, we will use the same form of payment that you used for the original transaction, unless we expressly agreed otherwise with you. In no event will you be charged a fee for such refund.

Bundesanzeiger Verlag GmbH waives the right to return of the digital content, provided the consumer warrants that he or she has irretrievably deleted the digital content.

**Model revocation form**

(If you wish to revoke the contract, please complete this form and send it back.)

- To **Bundesanzeiger Verlag GmbH, Amsterdamer Straße 192, 50735 Cologne,**

**fax: (+49[0]2 21) 9 76 68-278, [service@bundesanzeiger.de](mailto:service@bundesanzeiger.de)**

- I/we (\*) hereby revoke the contract concluded with me/us (\*) for the purchase of the following goods (\*)/provision of the following service (\*)

- Ordered on (\*)/received on (\*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only for paper notice)

- Date

\_\_\_\_\_  
(\*) delete as applicable