

## GENERAL TERMS AND CONDITIONS OF BUSINESS ADDITIONAL CONDITIONS FOR INTERNET SERVICES

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### I. GENERAL

#### § 1 Area of Applicability

(1) VSX - VOGEL SOFTWARE GmbH (called "VSX" in the following) specialises in pump construction software and develops and distributes applications for the construction and calculation of pumping technical components and systems and for the subsequent business processes and related subjects. In addition, VSX maintains a leading global source of information for the pump world with the online publication *impeller.net*.

(2) In commercial dealings, these additional conditions for Internet services apply to the rendering of services by VSX relating to the Internet, especially web hosting, the registration of Internet domains, the organising of advertising and the publication of press releases in the online publication *impeller.net* and the public provision of the Internet tool *Online PumpSelector* (Internet services). § 1, paragraphs 3 and 4, §§ 2 to 5, 8 to 11, 15 to 17 and 19 to 22 of the General Business Conditions of VSX are also applicable.

(3) The currently valid version of the additional conditions for Internet services can be found on the Internet at [www.vsx.net/agb/](http://www.vsx.net/agb/).

#### § 2 Price Alterations

(1) The running remuneration for Internet services can change. VSX will inform the customer of the new prices in text form at least two months before they come into effect. The customer has the right to oppose the price alteration in writing or by fax within one month. In the case of prompt opposition, the contractual relationship ends with the coming-into-force of the new prices, without the requirement for termination. If the customer does not oppose the alteration within the time limit, then the contractual relationship is continued with the new conditions.

(2) In order for it to be effective, the notification of the price alteration must include reference to the possibility of and conditions for opposition, and the legal consequences of the opposition and/or of the absence of prompt opposition.

#### § 3 Alteration of these Additional Conditions

§ 2 applies correspondingly to the alteration of these additional conditions for Internet services in the framework of existing long-term obligations.

#### § 4 Access Codes and Personal Password

(1) The following regulations apply to online-registrations and the use of passwords. The customer is to:

1. provide complete and truthful information in the case of any registrations and other enquiries that are necessary for the achieving of the purpose of the contract,
2. make immediate corrections in the respective administrative function if the information provided later becomes inaccurate.
3. ensure that his personal password is not made accessible to third parties.
4. prevent every use of the services of VSX by third parties using his own access code.
5. refrain from using automatic pre-set functions for the entry of the password.
6. inform VSX without delay if the password or user name is misused or if there is reason to believe that these may be misused.

(2) In the event of a violation of obligations according to paragraph 1, VSX is entitled to temporarily exclude the customer from services offered by VSX, irrespective of any possibly existing right to give notice.

(3) The customer is also responsible for remuneration that other people, whether authorised or unauthorised, give rise to using his access identification, unless this is no fault of the customer. Insofar as it can be ruled out, on the grounds of a technical examination, that this is due to an error in the software or hardware used by VSX or human error on the part of VSX, it will be assumed that the fault lies with the customer.

#### § 5 Use of the Services of VSX

(1) The customer is obliged not to use the services of VSX in a way that involves an abuse of the law or of rights, or that is unethical. He is obliged to meet the legal requirements and to respect the rights of third parties. This in particular includes the following duties of the customer:

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1. The customer ensures that the data stored by him on the Internet does not infringe the legal conditions concerning protection of minors, the personal rights of third parties or the violation of patent rights, especially trade mark rights, company rights or copyrights of third parties, or other rights. The customer will refrain from storing data with unethical content.
2. The customer is obliged to refrain from excessive loading of the networks with untargeted or improper distribution of data (e.g. spamming).
3. The customer adheres to the legal regulations concerning data protection and data security.

(2) In the event of a violation of obligations according to paragraph 1, VSX will temporarily render the information in question inaccessible with immediate effect, irrespective of any possibly existing right to give notice. The same applies if VSX is informed by third parties that the customer is storing or distributing content in violation of the obligations contained in Paragraph 1, insofar as the assertion that there is an infringement of rights is not obviously incorrect.

### **§ 6 Exemption in Injury to Third Parties, Inquiries by Authorities**

(1) The customer is to compensate VSX for losses resulting from a violation of duties for which the customer is responsible. The customer exempts VSX from all disadvantages that arise for VSX due to claims by third parties due to the damaging actions of the customer.

(2) Upon being ordered to do so by the authorities, VSX will support the authorities in their investigations in the event of suspicion of legally punishable violations or violations against other security conditions. As a matter of principle, the legitimacy of these official orders will not be checked by VSX. Only in cases where such orders are obviously recognisable as unlawful will VSX defend itself against them in an appropriate form. In this case, a claim exists against the customer in question stemming from the legal conditions concerning the conducting of business without an order.

### **§ 7 Copyright and Rights of Use**

(1) In connection with the services of VSX, in the event that the customer provides or conveys content to which he is entitled copyright or rights of use, VSX is authorised, for the duration of the service provision, to carry out the

copying that it must perform in order to render the contractual services.

(2) The data and content made available by VSX are subject to copyright protection. The customer is therefore not entitled to copy, process and/or distribute this data except for the use granted by VSX in individual cases.

## II. WEBHOSTING AND DOMAIN SERVICES

### **§ 8 General Obligations**

(1) If the parties have agreed the rendering of webhosting services by VSX, then VSX is obliged to render for the customer the service, specified in an individual contract, in the field of webhosting and of the supporting of the customer in the registration and administration of Internet domain names.

(2) The customer is obliged to pay the agreed price to VSX. Fixed rates of remuneration are payable in advance for the corresponding settlement period and are to be paid by the third day of the settlement period at the latest. Insofar as nothing to the contrary is agreed, the settlement period is the contractual year. One-off payments are due for payment straight away.

(3) If the customer is in arrears with a not insubstantial part of the payment, then VSX can withhold its services and block the customer's access, irrespective of other rights.

### **§ 9 Availability of the System**

(1) The availability of the system is specified as being greater than or equal to 97% per month.

(2) If availability falls below the value of 97% within a calendar month, then the customer will inform VSX of this.

### **§ 10 Information About Internet Domains and Their Registration**

(1) VSX will only ever provide non-binding information concerning the availability of a domain when telephone or internet is the means of communication. Between the provision of information and registration, information may be passed on to a third party by DENIC or another allocation office, without VSX being able to influence this or VSX becoming aware of it.

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(2) Insofar as nothing different is agreed, a domain will be registered as a German "de" domain in the name of and on behalf of the customer. The data for registration is passed on in an automated process to the DENIC or to another responsible office. In the registration, VSX enters the name of the customer as the party entitled to use the Internet domain and a natural person appointed by him as a so-called administrative contact ("Admin-C"). VSX is entered as a so-called technical contact ("Tech-C"). The customer is aware that the name and address of the respective parties entitled to use will be compulsorily and permanently saved in the databanks and can also be viewed on the Internet by third parties at any time. The customer can only assume that allocation has actually taken place, if VSX expressly confirms this to him and/or has provided its services at the Internet domain in question.

(3) If domains desired by the customer are no longer available, VSX will consider alternatives also stated by the customer, in the order in which they are stated. If none of the stated names are available, or if only an insufficient number are available, VSX will request that the customer state further domain names for registration.

### § 11 Care of the Internet Domain for the Customer

(1) During the duration of the contract concluded with the customer, VSX cares for all domains on the basis of the respectively applicable guidelines and business conditions of the responsible allocation offices, and - in "de" domains - especially the regulations of DENIC (can be viewed at [www.denic.de](http://www.denic.de)). If the customer requests Internet domains under other, so-called top-level domains (for example .com, .net, .org, .info, .biz), the procedure will as a whole be as described above, taking into consideration the respectively valid allocation guidelines. If the guidelines change or if the general conditions for the registration and maintenance of Internet domains change for other reasons, VSX and the customer are prepared to adapt their contractual relationship as far as is necessary.

(2) If the customer wishes to continue the use of an Internet domain via another provider after the ending of the contract, then VSX will immediately grant the release necessary for this without separate charge, insofar as the contractual payments are made.

(3) In the individual services, there exists the possibility of having available domains - that are currently looked after

by another provider - looked after by VSX as part of the contractual relationship. The customer is aware that a release from the provider who has previously looked after the domain is necessary for the successful changing of the registration. VSX will thus try to carry out the change in registration, to an appropriate extent, even making several attempts. VSX cannot, however, guarantee successful changing of the registration if the third provider gives no release. If remuneration has been agreed for the change in registration, then the customer is liable to pay this to VSX even when this release is not given. A successfully re-registered domain will be treated as a newly registered domain in the relationship between VSX and the customer, in accordance with the regulations agreed to herein.

### § 12 Duty of the Customer to Cooperate

The customer declares that he is ready to cooperate in the changing of the party in charge of a domain as well as in the registration, alteration or deletion of a domain in the respectively necessary scope and to make any declarations necessary for this.

### § 13 Guarantee

(1) In the case of a failure in the services of VSX, the customer is obliged to notify VSX of this without delay. This particularly applies if the availability threatens to fall below the value stated in § 9.

(2) VSX is entitled to first carry out an attempt to rectify the failure within an appropriate time limit.

(3) Guarantee claims do not exist if the failure is only insubstantial, i.e. if it has no substantial impact upon the agreed use.

(4) If this attempted rectification fails and if it also fails to produce results within an appropriate set additional respite period, the customer is entitled to reduce the agreed remuneration appropriately or to terminate the contract if the agreed conditions for this are met in accordance with § 11 of the General Business Conditions.

(5) Any further existing compensation claims of the customer remain unaffected by this. As for the liability of VSX, § 19 of the General Business Conditions is referred to.

(6) In the event of interruptions or other failures due to a cause lying outside the area of responsibility of VSX and

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its legal representatives and auxiliaries, no reimbursement of remuneration already paid will take place.

### **III. ONLINE PUBLICATIONS**

#### **§ 14 Online Advertising**

(1) If the parties have agreed that VSX will render services in the field of the activation of online advertising, then VSX is obliged to perform for the customer the work specified in the individual contract in connection with the activation of advertising for the purpose of dissemination via the Internet.

(2) § 8 applies accordingly to the customer's obligations to pay. § 9 applies in connection with the availability of the system, and § 13 applies accordingly to the guarantee.

#### **§ 15 Handing Over of the Advertising Materials**

(1) The customer will hand over the advertising materials to VSX promptly, but two days before the activation deadline at the latest. The advertising materials must correspond to the technical requirements for the space booked for the advertising that are named in the media data that have been made available to the customer and that the customer can request at any time from VSX. The advertising materials are to be handed over by means of E-mail.

(2) Insofar as the customer does not fulfil his duties according to paragraph 1, VSX will grant the customer an appropriate respite period. If the respite period elapses without these duties being fulfilled, VSX is entitled to terminate the contract and to bring compensation claims if applicable.

#### **§ 16 Alteration and Processing of the Advertising Materials**

The rights of use transferred to VSX for the advertising materials (§ 7 paragraph 1) in particular also include the right to carry out alterations, processing or other changes, but only insofar as these are necessary for activation on the Internet in accordance with the contract.

#### **§ 17 Beginning of Activation**

The beginning of activation is the first working day of the calendar month following the individual order, subject to the agreement of another deadline.

#### **§ 18 Notice of Defect and Acceptance**

The customer will immediately check whether the advertising materials have been activated in accordance with the contract. He will notify the provider of any deficiency within five working days. Otherwise, the banner is regarded as having been accepted.

#### **§ 19 Contents of the Advertising Materials**

(1) The customer will design the advertising materials and the content to which they are linked and/or to which a link is provided in such a way that the conditions of § 5 paragraph 1 no. 1 are also adhered to as regards the advertising materials, and that the advertised sites and content comply with § 5 paragraph 1 no.s 1, 2 and 4. § 5 paragraph 2 is applicable where appropriate.

(2) The customer bears sole responsibility for the content and design of the advertising material. He will exempt VSX from all claims by third parties that are brought against VSX due to the legal impermissibility of advertising and/or of the website to which an advertisement is linked.

#### **§ 20 Online Press Releases**

(1) Insofar as VSX publishes online press releases free of charge, with the awareness and approval of a pump manufacturer or another third party, § 19 applies accordingly.

(2) VSX reserves the right not to accept online press releases for publication and to block them without a special reason and to remove them from the network, and to carry out shortening and editorial alterations, insofar as these do not distort the meaning. No guarantee is made, and in particular none is made for the availability of the system.

#### **§ 21 Online PumpSelector**

(1) If the parties agreed that VSX is to make product data available in the pump selection tool Online PumpSelector, then VSX is obliged to render to the customer the services specified in the individual contract in connection with the integration of the data and to make this data available via the Internet in the framework of the Online PumpSelector in its respective configuration, so that users are assisted in the selection of the products suitable for their requirements before making a purchase.

(2) §§ 14 paragraph 2, 18 and 19 of these additional conditions for Internet services apply accordingly to the pub-



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lication of the data. The guarantee regarding deficiencies of the software is regulated by §§ 15 and 16 of the General Business Conditions, and data acquisition by § 17 of the General Business Conditions.

(3) The customer will take great care that the data passed on to VSX and integrated in the Online PumpSelector is always kept up to date.

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