

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **ABOUT US**

This is a website operated by [Sandhills East Limited, Germany Branch](#) ("We"). We are a private limited liability company registered with the commercial register of Hamburg with number HRB 150302 and have our registered address at Hamburg Millerntor, 6<sup>th</sup> Floor, Millerntorplatz 1, 20359 Hamburg, Germany.

We are one of the [Sandhills Group Companies](#). Please [Contact Us](#).

You may send to us comments, questions, suggestions, or ideas relating to our site. If you do, you agree that such content is not given in confidence, that we are not obliged to keep such content secret, and that we are not obliged to respond. For more information on how we use such content, please see our [Privacy Policy](#).

### **TERMS OF USE**

These terms of use, together with any documents referred to herein, set out the terms under which you may make use of our site and all its sub-sites ("**our site**"). By using our site, you confirm you have read, understood, and agree to be bound by, these terms of use. If you do not agree, you must not use our site. We recommend that you print or download a copy of these terms for future reference.

These terms of use in its current version shall apply for non-registered users at the time of usage of our site. For registered users, the current version of these terms of use at the time of registration shall apply, as amended from time to time according to provisions below. (a) We may revise these terms of use periodically, even without prior consent of registered users, if the agreement of the modification or deviation can reasonably be expected of the user, taking our interests into account. (b) In any other case we shall notify registered users within four weeks before any amendment of our terms of use by email. Amendments are deemed as accepted by the user if he or she does not object within four weeks of receipt of notification of an amendment by [Contacting Us](#). In the event of objection on the part of the user, we are entitled to give due and proper notice of termination. Upon notification of an amendment, we shall draw attention to the possibility of objection and termination as well as the period of notice and legal consequences particularly in the case of omitted objection.

We may update and change our site from time to time in order to ensure that the content on our site is accurate. We endeavour to update our site as soon as we receive new content, but cannot make any guarantee on when these updates will be made.

### **GENERAL TERMS AND CONDITIONS OF USE AND ACCESS**

#### **I. INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the content published on it unless indicated otherwise. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You will indemnify us against all complaints, damages, liability, legal proceedings, and any other consequence deriving from the

breach of regulations relating to third party rights, such as (solely by way of example) copyright, brands, patents, intellectual and industrial property rights, unfair competition and defamation, which you are responsible for during navigation of our site and use of its contents. This means you will be responsible for any loss or damage we suffer as a result of your breach.

Should you become aware of any copyright violation, please see our [DMCA Policy](#).

## **II. ACCEPTABLE USE**

You must not use our site for unlawful purposes.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal private use only, and you may draw the attention of others within your organisation to content posted on our site for internal, informational, non-commercial purposes only.

You must not modify or alter any content, materials, or portions of our site in any way, and you must not use (a) any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text or (b) any text separately from any accompanying illustrations, photographs, video or audio sequences, or any graphics.

You must not remove any copyrights and other indications of ownership and the representation of brands and names from any content which came from our site and must not claim it as your own or as that of any other organisation or person. You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors. The duplication, processing, distribution, and any type of utilisation beyond the scope of copyright law require the written consent of the respective author or creator concerned.

You must not post any copies or downloads of content from our site on any networked computer, or publish them or make any statements or undertake any actions in relation to them (including as to their accuracy) which could result in liability for us.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the content you have made.

You must not:

- access, or attempt to access, parts of our site that are not intended for public use (including but not limited to website administration areas);
- modify, adapt or reverse engineer any aspect of our site;
- conduct any web scraping, web harvesting, web data extraction, or any other data scraping;
- use any robot, spider, scraper, or other automated means to access our site;
- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

- copy, reproduce, modify or create derivative works from, distribute, or publicly display any content from our site including generating any reports or any aggregations of any data or content;
- bypass any measures we may use to prevent or restrict access to our site, including our robot exclusion headers;
- attempt to disrupt or interfere with our site in any way or with another person's use of our site or use our site as a means of disrupting or interfering with our sites or networks;
- probe, scan or test the vulnerability of our sites or any network connected to them;
- wilfully corrupt any data, documents or content available through our site;
- insert or knowingly or recklessly transmit or distribute a virus into our network and computer systems so as to cause harm to our sites, us or other users, or which is likely to bring our sites, our products, our services or us into disrepute;
- impersonate any person or entity or misrepresent your affiliation with any person or entity; or
- assist, encourage or permit any other person to do any of the acts described above.

All the above are forbidden regardless of the means used, including but not limited to, hacking or by the introduction of any worms, trojans, virus, unauthorised, malicious or harmful code or other harmful software (viruses). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

### **III. WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Maintenance work, further development or other disturbances may restrict or temporarily interrupt availability. This may, under certain circumstances, also cause data losses. This will not give rise to any claims for compensation from the users in question. We may suspend or withdraw or restrict the availability of all or any part of our site and the services provided for business and operational reasons without prior notice. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We do not represent that content available on or through our site is appropriate for use or available in your location. Please note that restrictions may apply based on jurisdiction. Please click on the location link below for more details: [Jurisdictions.](#)

### **IV. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly [Contact Us](#).

## **V. UPLOADING OR POSTING CONTENT TO OUR SITE**

Whenever you make use of a feature that allows you to upload or submit content to our site, or to make contact with other users of our site, you agree that you will not transmit anything, and you will not assist, encourage, or permit others to transmit anything, which is threatening, abusive, harassing, hateful, defamatory, pornographic, political or racist content that does not generally pertain to the designated topic or theme, or any content that is otherwise unlawful or offensive on our site. At any time, we have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards. You warrant that any such contribution complies with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but in uploading the content you grant us and other users of our site a licence to use, store and copy that content and to distribute and make it available to third parties. If you add content that is protected by copyright or is otherwise legally protected, such as texts, images, videos, audio files or computer software for example, to a particular service, you are responsible for ensuring that you are entitled to add this content without violating any third party rights, and you grant us the necessary non-exclusive, worldwide and time-unlimited rights to use, store and copy this content for any purpose whatsoever.

You are solely responsible for securing and backing up your content. We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

## **VI. USER-GENERATED CONTENT IS NOT APPROVED BY US**

Our site may include content uploaded by other users of the site, including to bulletin boards and chat rooms. This content has not been reviewed, verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about the content uploaded by other users, please [Contact Us](#).

## **VII. GUARANTEES AND LIMITS TO LIABILITY**

Except as required otherwise by applicable law, we do not accept any responsibility and shall not be liable for any loss or damage whatsoever, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

- correctness, use of or reliance on any content, information, opinions and/or material held on our site or made available in connection with our site and/or our services;
- availability, interruption or delay in access, use of, or inability to use or access, our site;
- errors, delays or disruptions in transmission, disruptions to technical equipment and service, loss or deletion of data, which may arise when visiting our site; or
- viruses, distributed denial-of-service attacks, or other technologically harmful contents that may infect your computer equipment, computer programs, data or other proprietary content due to your use of our site or to your downloading of any content from it, or on any website linked to it;

including, but not limited to: loss of profits, sales, business, or revenue; loss of data; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; wasted management time; or any indirect or consequential loss or damage. To the fullest extent permitted by applicable law, we exclude all conditions, warranties and representations in relation to this Website, whether express or implied.

Although we make reasonable efforts to update the content on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. The content contained on our site is purely for information purposes. In particular, liability for any direct or indirect damage of a material or non-material nature arising from use or non-use of the presented information is excluded. Use ensues solely at the risk of the user, provided no false information has been included either with intent or through gross negligence. This is without prejudice to obligations to remove, or block the use of, information in accordance with general laws. Upon becoming aware of such legal violations, contents concerned on our site shall be removed without delay.

Links to third-party sites are only published on our site for the convenience of the user. We have no influence over the content to external third-party websites and therefore we exclude any responsibility with regard to the content arising from third-party sources and its use to the extent legally possible. The linked websites were examined for any potential legal violations at the time of their linkage, and no unlawful content was identified at the time of linkage. We are not obliged to monitor third-party information provided or stored on their or our site or to investigate such circumstances that might indicate unlawful activities. Ongoing monitoring of the content featured on linked websites cannot, however, be reasonably expected of us without any concrete indication of a legal violation. This is without prejudice to obligations to remove, or block the use of, information in accordance with general laws. Upon becoming aware of such legal violations, the links concerned shall be removed without delay.

We may publish links to other sites operated by us on this site. Access to these websites will be subject to each website's own terms of use and policies.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. In particular, our liability for culpable damage to life, body or health, as well as our liability under the Product Liability Act (“*Produkthaftungsgesetz*”), shall remain unaffected. Any liability not expressly provided for herein shall be disclaimed to the fullest extent legally possible. A claim for damages shall lapse within one year of the end of the year in which the claim has arisen and the user has become, or without gross negligence should have become aware of the circumstances substantiating the claim and the injuring party.

**If you are a consumer user:**

A 'consumer' means an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession. If you are using our site as a consumer, you agree not to use our site for any commercial or business purposes. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, except if damage has been caused due to intent or gross negligence on our part or by our legal representatives, agents or assistants in performance; the same applies in the event of culpable violation of a fundamental contract obligation (“cardinal obligation”). In the latter case our liability for damages shall be limited to the damage typically foreseeable.

**If you are a business user:**

We exclude all implied conditions, warranties, representations or other terms which may apply to our site or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable.

**VIII. OTHER TERMS**

Our [Privacy Policy](#) sets out the terms on which we process any personal data we collect from you, or that you provide to us. **By using our site, you consent to such processing and you warrant that all data provided by you is accurate.** This Privacy Policy and our [Cookies Policy](#) also sets our policy in relation to cookies.

Other terms and conditions of the user which deviate from our terms and conditions shall not apply. The pure omission of revocation by us of other terms and conditions does not imply that these have been agreed upon.

**IX. DISPUTES AND GOVERNING LAW**

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by German law; the UN Sales Convention is excluded. We both agree to the exclusive jurisdiction of the courts of Germany.

**X. EFFICACY**

If any provision in our terms and conditions is or becomes void or ineffective, it shall not in any way affect the validity or effectiveness of the remaining provisions. In the event of ineffective or

invalid provisions, we may supplement or replace them by effective or valid provisions which come as close as possible to the economic content of the invalid or ineffective provision. The same applies if a contractual loophole is discovered.

In the event of amendment to a legal provision or high court legislation - if as a result of such amendment the validity or enforceability of one or more terms of the contractual relationship are affected - we may adapt the affected terms in such a way that they comply with the purpose of the amended legislation, provided the user is not disadvantaged by the new or amended terms as compared with the original conditions.

## **XI. WRITTEN FORM**

Verbal agreements have no validity. All information, consents, communications or queries in accordance with these terms and conditions as well as amendments or supplements to these terms and conditions, including this clause, must be in writing. Communications by email or telefax are deemed in writing. This also applies to clicking on relevant buttons/links on our site.

**Last updated [18/5/18]**

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