

General Terms of Use for registered users

1. Scope, Changes to the Terms of Use

- 1.1. Goeller Verlag GmbH (hereinafter called "Goeller Verlag") , Aschmattstr. 8, 76532 Baden-Baden, being represented by a managing directors, provides various services on the Internet, which require a user registration. These services are subject to the following Terms of Use. Certain services may be subject to additional conditions – these will be specifically pointed out to the user before he registers for this service.
- 1.2. Goeller Verlag reserves the right to change the Terms of Use with a reasonable notification period. The user will be notified of changes by e-mail or upon log-in. These shall be deemed agreed upon if the user does not object within four weeks. Goeller Verlag shall once again point this out to the user in the notification.

2. Registration; Revocation

- 2.1. During the registration process, the user agrees to provide only true information and to keep this information updated. The user may personally perform updates in his user account. The user is advised that he may also receive legal notifications within the framework of this use contract by e-mail (refer Section 7 e.g.), which stresses the importance of keeping his e-mail address updated.
- 2.2. Registration shall be confirmed by Goeller Verlag to the e-mail address provided by the user, whereupon the use contract materialises. The user may revoke this use contract within two weeks after receipt of the confirmation e-mail, without providing reasons, by e-mail to info@goeller-verlag.de. Timely transmission of the e-mail satisfies the notice period. The right of revocation expires in accordance with § 312d (3) BGB [Civil Code], if Goeller Verlag starts providing the service prior to expiry of the revocation period by explicit consent of the user. This is the case if the user activates his account prior to expiration of the two-week revocation period by means of the link provided in the confirmation e-mail.

3. Subject matter

- 3.1. During the registration process, a so-called user account is set up for the user, which he can activate by means of the username and password allocated to him in the confirmation e-mail (so-called login). The user may view and change his registration details in the user account. He is also shown which services he has registered for and he is able to view, print or download the General Terms and Conditions accepted by him or the declarations of consent submitted by him.
- 3.2. By activation of the user account, the services ordered by the user at the time of registration will simultaneously be activated. Should additional conditions be applicable to such registration, the user will be notified accordingly prior to registration. He may then decide not to register for this service.
- 3.3. For free contents the use contract shall be deemed to be concluded for an indefinite period of time. The user may terminate such contract at any time without observing a period of notice; Goeller Verlag must observe a notice period of two weeks. Termination can be effected via e-mail. Partial termination of certain services used by the user are possible; in case of doubt, only the service stated in the termination shall be deemed to have been terminated, not the entire use contract. For this purpose, the user shall be obliged to keep his e-mail updated at all times. The user can address his termination to: info@goeller-verlag.de . Furthermore, the user shall be entitled to terminate individual partial services (e.g. e-mail) at any time by deregistering within his user account.
- 3.4. The user is aware that all content carrying an external company name or –logo originates from this company and thus not from Goeller Verlag; Goeller Verlag merely grants access to this

content. The same applies to contributions obviously originating from another user (e.g. opinions expressed by a user in chat). Goeller Verlag is not responsible for this content and does not adopt this content. If the user is of the opinion that his rights are violated by such content, he is able to inform Goeller Verlag accordingly at info@goeller-verlag.de. Should there be cause for justified suspicion of infringement, Goeller Verlag will block the content and request an explanation from the author. The user shall not abuse this right.

- 3.5. On a per month basis, Goeller Verlag guarantees 90% availability of the Internet pages and therefore the services. Reasonable interruptions required for maintenance of the system and interruptions due to force majeure or unavoidable causes are not included in this figure. The availability is defined as the ratio of actual time (AT) to target time (TT). The availability (in %) is then calculated as follows: $AT/TT * 100$.
4. User obligations; Rights of user
 - 4.1. The user shall not disclose his password and his account to third parties and shall protect these from access by third parties. The user is liable for self-induced abusive application of his account.
 - 4.2. The user may only use the services provided for his own information. He is permitted to print information available to him and – insofar as Goeller Verlag provides save options – to save such information on his computer once only. Additional copying, distribution or use of information is prohibited. In particular, the user is prohibited from passing the content on to third parties or using the content for personal purposes other than for purposes of information, e.g. in the context of a personal offer. Furthermore, the user may not edit, alter or translate or e.g. remove copyright references from the provided content. All rights are reserved by Goeller Verlag or by the author, as the case may be.
 - 4.3. The user agrees to protect third party rights including the rights of Goeller Verlag. He is therefore not allowed:
 - to use the information (e.g. contact details) within the framework of the services or the services provided for purposes of communication (e.g. chat) for advertising purposes;
 - to transmit or place data which, by their type, nature, size or quantity, are suited to harm operation of the data center or the data network of Goeller Verlag or computers of third parties, or to block the aforementioned or to spy on or damage data contained therein (e.g. through viruses, trojans, spam e-mails);
 - to conduct activities or distribute content, related to utilisation of the services, which would violate third party rights (e.g. copyrights, trademark rights, personal rights) or contravene applicable legal regulations, in particular applicable penal laws, regulations regarding the protection of minors or provisions pertaining to competition law. It is, in particular, prohibited to the user to distribute racist, violence-promoting, defamatory, discrediting or obscene content. "Distributing" also means linking to such content;
 - 4.4. Insofar as the user himself places content, he grants Goeller Verlag the regionally and temporally unlimited right to have the content ready for retrieval on web pages of Goeller Verlag. This right may be revoked at any time. Goeller Verlag is not obliged to store or have this content ready for him. The user is to this extent obligated to personally save or otherwise secure the data for his purposes.
5. Blocking/Deletion of content; Indemnity against liability by the user
 - 5.1. Should Goeller Verlag be informed by a third party that a certain content violates third party rights or is otherwise illegal, Goeller Verlag is entitled to block this content. Should this pertain to content placed by the user, Goeller Verlag will immediately inform the user of the blocking and grant him the opportunity to refute the accusations.

5.2. Should a claim be made on Goeller Verlag by a third party, a court of law or an authority because of culpable behaviour of the user, in particular due to a culpable violation of the obligations mentioned in Section 4, the user undertakes to indemnify Goeller Verlag against possible claims and to bear the legal defense costs. Goeller Verlag will immediately inform the user of the assertion of relevant claims. The user shall support Goeller Verlag to the best of his ability in the defense against these claims. Should the user fail to meet these obligations within a reasonable period to be determined by Goeller Verlag, Goeller Verlag is entitled to settle such third party challenge by its own professional judgement and in due consideration of the circumstances and legal position as presented to Goeller Verlag. The costs of such settlement shall be borne by the client, including in the case where the settlement in hindsight proves prejudicial due to information not provided by the client.

6. Liability of Goeller Verlag

6.1. Goeller Verlag is liable only for intent and gross negligence as well as for violation of a material obligation under the contract (cardinal obligation). In case of a violation of the cardinal obligation arising from minor negligence, the liability of Goeller Verlag is limited to predictable damages at conclusion of the contract and which are typical to the contract. Goeller Verlag is not liable in case of violation of secondary obligations, which are not cardinal obligations, arising from minor negligence. In cases of initial impossibility, Goeller Verlag is liable only if the performance obstacle was known to it or if its ignorance was due to gross negligence, unless a cardinal obligation is involved.

6.2. The above-mentioned liability exclusions are not in effect in case malicious concealment of defects or in case assumption of a quality guarantee for the liability for claims arising from the product liability law as well as from bodily injuries (life, body, health). This does not change the burden of proof to the detriment of the user.

6.3. Insofar as the liability of Goeller Verlag is excluded or limited, this is also applicable to the personal liability of their employees and auxiliary persons.

6.4. With the exception of claims arising from unauthorised acts, claims for damages by the user for which the liability is limited in accordance with this section, lapse after one year calculated from the legal onset of the period of limitation.

7. Data Protection

7.1. Goeller Verlag is entitled to store and process personal data of the user for the purpose of the use contract.

7.2. Some services require the user to agree to advertising use of his data. The user is not obligated to consent to this. Furthermore, he has the right to revoke existing consent at any time, without furnishing reasons, with immediate effect for the future. In this case he can no longer use the services.

8. Applicable law

8.1. This contract is governed by the laws of the Federal Republic of Germany.