

## Terms of Use for the iXPOS Business Finder

### INTRO

Thank you for your interest in our services. By using the Business Finder on the iXPOS German business platform, you agree to the following Terms of Use, which apply as of October 15, 2018.

The iXPOS Business Finder provides a B2B platform that allows German and foreign companies to network with international business contacts. Companies can create a profile in the Business Finder, publish business inquiries, and search for international business partners. **Visitors to the website can view company profiles and business inquiries without needing to register.**

The service is provided by Germany Trade & Invest GmbH, the economic development agency of the Federal Republic of Germany (hereinafter referred to as "Germany Trade & Invest"). Further details and contact information can be found under the "Legal Notice" section of the website.

**The Business Finder is exclusively available in English. All content uploaded must be in English. Uploaded information in other languages except German will be deleted.**

The Business Finder is aimed exclusively at companies; we define the term "company" according to Section 14 of the German Civil Code (BGB), which refers to natural or legal persons or a business partnership vested with legal capacity, which, when entering into a legal transaction, acts with the aim of conducting commercial activity or exercising its trade or profession. Hereinafter, the entrepreneur or representative of a company using the Business Finder service (with and/or without registration) will be referred to as the "user."

You can view, print, download, and/or save these Terms of Use at any time by clicking the "Terms of Use" link available on all iXPOS websites

### REGISTRATION

Use of the Business Finder is free of charge. In order to publish a company profile or business inquiry on the Business Finder, the user must register. Registration requires the user's first and last name, a valid e-mail address, and a password chosen by the user. The user is obligated to keep this password confidential.

## **COMPANY PROFILE**

Once the user receives an e-mail confirming his/her registration, s/he can create a profile for his/her company.

The user affirms that all information s/he provided when creating the company profile is correct and complete. The user is obligated to update his/her profile if changes to the relevant information are required. The user is not permitted to use pseudonyms or aliases.

Each user may only register once and may only create one company profile.

In order to maintain a certain standard of professionalism in the Business Finder, Germany Trade & Invest will review the company profiles before they are published and ensure that they are valid and complete. If necessary, the administrator will make changes, additions, or deletions without informing the user.

The company profiles can be found by search engines. The user can delete his/her company profile at any time. Germany Trade & Invest may delete company profiles if they violate applicable laws or standards of public decency. Germany Trade & Invest also reserves the right to delete users if a user's presence compromises or harms the reputation of the Business Finder.

Germany Trade & Invest is unable to determine, through technological means, whether a user registered in the Business Finder really represents the person and/or company that the user claims to represent. For this reason, Germany Trade & Invest cannot make any guarantees regarding the actual identity of a user. Each user must satisfy him/herself regarding the identity of other users.

Using, distributing, employing, or exploiting company profiles for commercial purposes – such as the commercial exploitation of addresses or the commercial distribution of information – is prohibited. Germany Trade & Invest assumes no liability for abuse or illegal usage.

## **POSTING BUSINESS INQUIRIES**

As soon as a user has created a profile for his/her company, s/he can publish one or more business inquiries. The user can change, add to, withdraw, or completely delete these business inquiries at any time.

The content of the business inquiries must be related to the user. Unsatisfactory content and excessive capitalization and punctuation are prohibited, as are links to websites that are unrelated to the user.

In order to maintain a certain standard of professionalism in the Business Finder, Germany Trade & Invest will review the business inquiries before they are published and ensure that they are valid and complete. If necessary, the administrator will make changes, additions, or deletions without informing the user.

Business inquiries that violate applicable laws or standards of public decency, or that would be unreasonable for Germany Trade & Invest to publish for other reasons, will be rejected and will not be published. If the review conducted by Germany Trade & Invest comes to a positive conclusion, the business inquiries will be published as quickly as possible. The same principles apply to any changes or additions to the business inquiries made by the user after the fact.

Germany Trade & Invest assumes no responsibility for the business inquiries posted by users (content, dates, and/or information, or the content of external sites to which the user posts links).

In particular, Germany Trade & Invest does not guarantee that these business inquiries are true, that they fulfill a specific purpose, or that they would be suited to serve such a purpose. If a user notices the Business Finder being used in an illegal manner or in a manner that violates these Terms of Use, the user can report this violation via the contact form that can be accessed from any page of the iXPOS websites.

Should the user establish business relationships via the platform, Germany Trade & Invest is not involved in the process and, consequently, is not a contractual partner. The users are solely responsible for transacting and fulfilling any business relationships entered into amongst themselves. Furthermore, Germany Trade & Invest assumes no liability for any breach of contract committed by the users when they enter into agreements amongst themselves.

The business inquiries can be found by search engines in anonymized form. Contact information associated with business inquiries is not visible to website visitors.

Providers can be contacted via the contact form, which sends an e-mail to the e-mail address provided during the registration process.

Using, distributing, employing, or exploiting users' business inquiries for commercial purposes – such as the commercial distribution of information – is prohibited. Germany Trade & Invest assumes no liability for abuse or illegal usage.

## USER OBLIGATIONS

All applicable laws and third-party rights must be observed when using the content and services of the Business Finder. The content uploaded by users may not compromise the reputation of Germany Trade & Invest. In particular, users are prohibited from:

- + using legally protected (e.g., by copyright, trademark, patent, registered design, or utility model law) content without authorization, and from advertising, offering, or distributing legally protected goods or services,
- + taking or supporting anti-competitive actions, including pyramid schemes and multi-level marketing,
- + unreasonably disturbing other users (especially through spam),
- + using offensive or libelous material, regardless of whom it concerns,
- + communicating in a lewd or sexual manner (implicitly or explicitly),
- + using pornographic material, material that glorifies violence, or material that violates youth protection laws, and from advertising, offering, or distributing products that are pornographic, glorify violence, or violate youth protection laws,
- + sending viruses or other technologies that could harm the iXPOS website or the interests and/or property of Business Finder users,
- + using automated mechanisms to access the iXPOS website and collect material, regardless of the purpose of doing so, without express written permission,
- + taking any action that could compromise the functionality of the iXPOS infrastructure, particularly any action that could overload it.

In case of non-compliance with these terms, Germany Trade & Invest reserves the right to suspend the user's access to the website without prior notice and/or to delete the user's account and any uploaded content.

## INDEMNITY OF GERMANY TRADE & INVEST

The user indemnifies Germany Trade & Invest against all claims, including claims for compensation, that other users or third parties may make against Germany Trade & Invest as a result of a violation of their rights arising from the content posted to the Business Finder by the user or arising from the user's utilization of the Business Finder services. The user assumes liability for all reasonable costs arising for Germany Trade & Invest as a result of a violation of a third party's rights, including all reasonable legal defense costs incurred. Any of Germany Trade & Invest's further rights and/or claims

for compensation remain unaffected. The user has the right to prove that Germany Trade & Invest in fact incurred lower costs.

The aforementioned user obligations do not apply if the user is not responsible for the rights violation in question.

If the user's content violates the rights of a third party, the user will acquire the usage rights to that content for Germany Trade & Invest at the user's own expense upon Germany Trade & Invest's request, or the user will design content that does not infringe on intellectual property rights. If the user infringes on third-party rights through his/her use of the Business Finder services, the user will immediately cease and desist his/her illegal use and/or use that violates the contractual agreement upon request from Germany Trade & Invest.

## **LIABILITY**

Germany Trade & Invest accepts no responsibility for and makes no guarantee of the availability, accuracy, or functionality of the Business Finder and/or content, insofar as the resulting damage was not caused as a result of deliberate action or gross negligence on the part of Germany Trade & Invest.

## **MISCELLANEOUS**

Germany Trade & Invest reserves the right to alter and/or discontinue the services offered on the iXPOS website, as well as to offer different services. Germany Trade & Invest is authorized to alter and/or redraft these Terms of Use at any time.

German law applies, excluding international private law and the United Nations Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction and performance is Berlin.

All rights reserved. Any reproduction in whole or part only with express written permission. All efforts are made to ensure integrity of the content, however we are not liable for any mistakes that may occur.

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Promoted by Federal Ministry for Economic Affairs and Energy in accordance with a German Parliament resolution.