

General Terms and Conditions of Use

1. Area of Applicability

- 1.1 The general terms and conditions of use set out hereinbelow shall apply to the offers made on the web pages www.fiz-chemie.de, www.infotherm.de, www.cheminform.com, www.chemgapedia.de, www.chemgamedia.de, www.chemgacourse.de and www.chemgaroo.de and their sub-pages (jointly referred to hereinbelow as the "**Portal**"). The Portal is operated by FIZ CHEMIE Berlin Fachinformationszentrum Chemie GmbH, Franklinstrasse 11, D-10587 Berlin (referred to hereinbelow as "**FIZ CHEMIE**").
- 1.2 With this Portal, FIZ CHEMIE provides high-quality information services in the fields of general chemistry, chemical technology and related fields to science, academe and the industry.
- 1.3 Some of the content is available to the general public for private use, subject to the present General Terms and Conditions of Use. The use of specific other content shall depend on the user previously having registered and/or may be subject to a fee; this content may be subject to special terms and conditions of use that shall have precedence before the present General Terms and Conditions of Use.

2. Rights to the Content provided in the Portal and their Use

- 2.1 The entirety of all content published on the Portal, the information, images, videos, data and databases provided there, including the layout, software and their content are all copyrighted material.
- 2.2 Use of this material is permitted only for private use or other personal use or, where information brokers are concerned, for the personal use of their respective client. This includes the right to store data or documents, to reproduce them on a computer screen and to prepare hard copies. Any use extending beyond this, in particular the preparation of copies for private or commercial purposes, modification, dissemination or public reproduction of information or data, in particular of texts, parts of texts or image and video material, requires the prior consent of FIZ CHEMIE. This shall also apply to the inclusion of such content in databases and the preparation of copies stored on CD-ROMs, DVDs etc.

- 2.3 The content made available under www.chemgamedia.de may permissibly be used, beyond the scope stipulated in Clause 2.2 hereof, also for teaching and instruction purposes in state-run or state-licensed schools, technical colleges and universities, in non-commercial educational or training institutions, by way of presenting files with media content or by reproducing them using analog methods (such as by preparing paper hard copies), by reproducing such hard copies using analog methods, and by making such files with media content available on the intranet of the respective facility, exclusively by way of providing read access. The same shall apply for the use of content offered under www.chemgapedia.de or www.chemgacourse.de; however, this use shall be subject to the restriction that it is permissible only in the context of an online demonstration of internet content.
- 2.4 As a matter of principle, and regardless of the circumstances, it is prohibited to forward access keys or access codes to third parties and to reproduce and/or disseminate content in any other way.
- 2.5 It is prohibited to modify and/or remove any copyright notices and/or trademarks and/or other information set forth in the content, or to include the websites making up the Portal or their content in other web pages, and/or to depict them on same by using a hyperlink, showing them in a frame, or in any other manner (inline linking).

3. User-Generated Content

- 3.1 To the extent users are given the opportunity to insert content of their own into the Portal (in forums, chatrooms, blogs etc.), they are under obligation to comply with the respectively applicable legal regulations, in particular the existing rights that legally protect personal rights, names, companies, intellectual property, trademarks and ancillary copyrights as well as any other protected privileges of third parties. Inserting content that is an advertisement by nature is prohibited. The user is to release FIZ CHEMIE from any claims that third parties might lodge against FIZ CHEMIE for the infringement of third party rights. This also comprises the obligation to compensate FIZ CHEMIE for the entirety of all damages and for its reasonable expenditures as may accrue for any claim being lodged against it by third parties.
- 3.2 The user hereby grants to FIZ CHEMIE the rights the latter must have in order to disseminate user content on the Portal.

With these rights, the non-exclusive authorization is granted to use this content, either wholly or in part, to prepare copies, to modify it, to publish it and make it accessible to the public, to process and translate it, to disseminate it, to store it and archive it, this authorization being granted free of charge and without any restrictions in terms of its temporal or geographical scope.

3.3 The user is responsible for ensuring that the content inserted is correct and is unobjectionable in legal terms. The user assures that he or she is either the author of the statements made or has the corresponding rights to make such statements and to grant the usage rights set out hereinabove.

3.3 FIZ CHEMIE shall not be held responsible for any content inserted by users, does not make such content its own, and is not under obligation to check the legality of user content prior to publication or, respectively, prior to its being made publicly accessible. The responsibility for third party content lies with the corresponding user who has inserted such content on the Portal.

3.4 FIZ CHEMIE reserves the right to remove content from the Portal at any time or to refuse to disseminate content that violates the present General Terms and Conditions of Use, or the dissemination of which FIZ CHEMIE may refuse for other reasons.

4. Reservation of Modification Rights / Accessibility / Achievement of Purpose

4.1 FIZ CHEMIE will make all efforts to continually enhance the existing offer and to improve it. FIZ CHEMIE reserves the right, however, at any time to modify, restrict, expand, temporarily interrupt or otherwise modify the Portal as a whole, the offers accessible to the general public, or those requiring registration and/or provided at charge, the database and directory structure as well as the retrieval systems. FIZ CHEMIE does not accept any responsibility for the Portal to be accessible or for the fact that in using the Portal, certain results will be achieved, nor does it warrant same.

4.2 To the extent that users have signed up for a Portal service requiring registration or offered only at a charge, the termination provisions applicable to this service shall govern.

5. Warranty

- 5.1 FIZ CHEMIE does not issue any warranty for the data and information being correct that are being made available on the Portal free of charge, nor does it warrant their being up-to-date, complete or free of any errors, or that they are able to be used for a certain purpose that the user may be pursuing. Any contributions and publications set out in the databases exclusively reflect the views and positions of the authors designated therein, and have not been checked by FIZ CHEMIE. The existence, suitability and freedom from flaws of the communications services and appliances that the users deploy shall likewise be excluded from any warranty.
- 5.2 Should a user object to any services or deliveries, for which costs are charged, due to their being incomplete or deficient, the user must comply with the terms and conditions of use in place with the payment system provider the user has selected by either informing the payment system provider or FIZ CHEMIE of these objections, doing so immediately upon having become aware of them. If the objections are justified and have been lodged in due time, FIZ CHEMIE is to complete the services or deliveries that were incomplete, and in the case of defective deliveries may at its choice either remedy the defect or replace the object delivered. The user may demand a reduction of the fees or costs if the remediation attempts or replacement deliveries are refused, are impossible, or fail in any other way.

6. Liability

- 6.1 Any liability on the part of FIZ CHEMIE as well as of its representatives or vicarious agents for the compensation of damages, in particular due to default, non-performance, inadequate performance or for tort shall be given only if essential contractual obligations have been infringed, regarding the fulfillment of which the user was in its rights to harbor complete trust. This exclusion of liability shall not apply to intentional or grossly negligent acts, in the event of an undertaking having been given, to damages resulting from injuries to life, limb or health, or to damages provided for by the German Product Liability Act.
- 6.2 As regards the delivery of software, FIZ CHEMIE shall not be liable for damages that could have been avoided had the user regularly performed a proper backup of the data (at least daily), unless the user proves that in the individual case, the damage is not based on the circumstance that data has not been properly saved.

- 6.3 In all other regards, FIZ CHEMIE shall be held liable only for damages that could have been foreseen. Any liability for indirect damages, in particular consequential damages caused by defects, unforeseeable or untypical damages, or for lost profits shall be excluded.

7. Registration / Responsibility for User ID

- 7.1 Users must register for certain services offered on the Portal or may open a User Account.

The user assures that the statements he or she has made in registering or in opening a User Account in terms of personal information, in particular first name and last name, date of birth, address and e-mail address are all correct and that should they change in any way, he or she will inform FIZ CHEMIE of them without undue delay.

- 7.2 In registering for the Portal, the user will be given a User ID consisting of a user name and a password. The user is responsible for ensuring that the password is not made accessible to any third party.

- 7.3 The user shall be liable for all of the fees resulting from the use of the User ID. Should the user suspect that an instance of misuse or identity theft is given, he or she shall inform FIZ CHEMIE of this fact immediately and shall have his or her user name disabled.

- 7.4 FIZ CHEMIE shall not be liable for damages that the user suffers as a result of misuse / identity theft or loss of the User ID (user name and password) allocated to him or her.

8. Termination

- 8.1 The contractual relationship established by applying for a User ID may be terminated in writing (text form) by either party, observing a period of notice of ten (10) business days, the first termination date being the end of the first month following the conclusion of the agreement.

- 8.2 Once the contractual relationship has ended, the User ID and the client ID shall be deleted from the system. FIZ CHEMIE reserves the right to disable User IDs that

are no longer active, observing a period of one year prior to doing so, without issuing any notice in this regard.

- 8.3 The right to terminate an agreement without prior notice on exceptional grounds remains unaffected hereby.

9. Personal data

The data protection declaration (<http://www.fiz-chemie.de/en/top-menu-right/home/imprint.html>) shall apply with regard to personal data.

10. Applicable Law

- 10.1 The present General Terms and Conditions of Use and the relationship between the user and FIZ CHEMIE shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention.
- 10.2 If the user is a merchant who has been entered in the Commercial Register as such, the place of jurisdiction for any and all disputes directly or indirectly resulting from the contractual relationship shall be Berlin. This provision shall not affect any exclusive place of jurisdiction that may have been agreed.

Status: October of 2008