

# BRAUWELT

WOCHENZEITSCHRIFT FÜR DAS GETRÄNKEWESEN

## BRAUWELT Internet User Contract

Please read the following BRAUWELT User Contract carefully. It contains all legal provisions governing the relationship between the subscriber to the BRAUWELT package, referred to hereinafter as User, and Fachverlag Hans Carl as provider of BRAUWELT. You can also print out the contract.

### 1. Services covered by the contract

- 1.1 BRAUWELT is a publisher package supplied by Fachverlag Hans Carl. The following provisions are agreed for using the package:
- 1.2 BRAUWELT contains
  - Brauwelt PRINT (3 x per month),
  - Brauwelt ONLINE under [www.brauwelt.de](http://www.brauwelt.de) together with weekly newsletter and
    - o online access to all contributions in Brauwelt and Getränke Markt as of 1991 (“Recherche/BrauAktuell”),
    - o online statistics of the brewing and beverage industry at a glance (“Recherche/BrauStatistik”),
    - o online search in all contributions in Monatsschrift für Brauwissenschaft, (“Recherche/BrauWissenschaft”),
    - o online access to over 30,000 scientific abstracts from the beverage industry from all over the world as of 1962 (Reader Service);
    - o “Recherche/BrauWissenschaft“
  - and Brauwelt BREVIER (annually).
- 1.3 Fachverlag Hans Carl reserves the right to change or to withdraw pages and/or databases under [www.brauwelt.de](http://www.brauwelt.de) or to revoke subscriber’s access rights to specific pages and/or databases. The subscriber will receive advance notice thereof. Notification is deemed to have been given if posted by online notice on [www.brauwelt.de](http://www.brauwelt.de) or by being sent by email.

### 2. Access to databases

- 2.1 Fachverlag Hans Carl offers User access via World Wide Web ([www.brauwelt.de](http://www.brauwelt.de)) to data contained in the pool. Access to databases that are reserved exclusively for subscribers is via user ID (login, password) sent to User. Documentation on page contents and guidelines for carrying out searches can be viewed under “Anleitung” at [www.brauwelt.de](http://www.brauwelt.de).
- 2.2 User is obliged to keep the user ID secret and to prevent misuse by 3<sup>rd</sup> parties. Should User become aware of misuse of user ID, he shall advise Fachverlag Hans Carl immediately. In the event of misuse, Fachverlag Hans Carl is authorised to deny access to the databases. User will be held liable for misuse that he fails to prevent.
- 2.3 User is responsible for establishing a connection from his computer via the Internet. Fachverlag Hans Carl accepts no costs or other obligations associated with this.
- 2.4 [www.brauwelt.de](http://www.brauwelt.de) is normally available 24 hours a day. The accessibility of databases may be curtailed due to technical reasons, in particular due to necessary maintenance and installation work.

### **3. Right of use for users**

- 3.1 User is granted a single licence with a single BRAUWELT subscription. This covers a single non-transferable right to carry out searches in the databases included in [www.brauwelt.de](http://www.brauwelt.de) under "Recherche" for the duration of contract validity. This does not involve acquiring any rights to the contents.
- 3.2 Search results are for the sole personal use of database user or, in case an information agent is involved, for the personal use of the principal.

### **4 Charges, payment**

- 4.1 Use of the databases is included in the subscription price of BRAUWELT.
- 4.2 The subscription price for BRAUWELT is due immediately on receipt of invoice issued annually. Payment is via transfer against invoice or by credit card. Issuing of invoice and payment is administered by Fachverlag Hans Carl.
- 4.3 Should the subscription price change, User will be notified per email one month in advance.

### **5 Contract duration, notice of termination**

- 5.1 The contract duration for use of databases runs for the duration of the BRAUWELT subscription. With the end of the subscription period, access rights to databases terminate. The user ID is blocked.
- 5.2 BRAUWELT subscription is terminable by giving written notice 6 weeks prior to calendar half year.
- 5.3 In the event of failure to comply with this User Contract, Fachverlag Hans Carl can exercise its rights to terminate the contract forthwith and to deny access to restricted areas of [www.brauwelt.de](http://www.brauwelt.de).

### **6 Guarantees and liability**

- 6.1 Fachverlag Hans Carl shall exercise due care in selection and updating of data in keeping with what may be expected of a publisher.
- 6.2 User shall be obliged to act appropriately to protect his system, in particular to do a regular data backup and to use up-to-date protection against computer viruses. Fachverlag Hans Carl assumes no liability for damages that could have been avoided by appropriate protective measures on the part of User.
- 6.3 Fachverlag Hans Carl accepts no responsibility for problems associated with login to databases, especially where the cause of such problems is not within the powers of Fachverlag Hans Carl to remedy, excepting instances where this arises due to premeditated or gross negligence on the part of Fachverlag Hans Carl.
- 6.4 Fachverlag Hans Carl assumes no liability for damages suffered by User arising from misuse or loss of access data (user ID, password). In particular, sending user ID and password via Internet is not absolutely safe in accordance with current state-of-the-art.
- 6.5 Fachverlag Hans Carl assumes no responsibility for content accuracy of data provided. Liability for errors in contents is excluded. Furthermore, Fachverlag Hans Carl gives no guarantee that any particular results will be achieved through the use of pages from [www.brauwelt.de](http://www.brauwelt.de).
- 6.6 Fachverlag Hans Carl assumes responsibility in the case of slight negligence for infringement of contractual obligations (cardinal obligations) for those typical and foreseeable damages in keeping with the type of service as well as for personal injury and in keeping with stipulations

of product liability legislation. Apart from that, the contractual and ex-contractual liability of Fachverlag Hans Carl is limited to premeditated and gross negligence whereby limitation of liability applies also in case of fault of sub-agents of Fachverlag Hans Carl.

6.7 In as far as not agreed otherwise in this contract, Fachverlag Hans Carl is liable in accordance with legal stipulations.

## **7 Copyright**

7.1 User acknowledges that the information made available under [www.brauwelt.de](http://www.brauwelt.de) is derived from database compilations from Fachverlag Hans Carl in the context of §§ 4 par 2, 87a par 1 of the German Copyright Law. Rights of 3<sup>rd</sup> parties (co-operation partners) in the contents made available are not affected.

7.2 Search results are meant exclusively for the personal use of the database user or, in the case of information agents, for the personal use of the principal (see above no. 3.2).

## **8 Data Protection**

8.1 User is advised in accordance with § 33 par 1 of the Federal German Data Protection Law that Fachverlag Hans Carl archives User data in an electronically readable form and processes same in use for a purpose intended under the contract with User. Details of User's search activities in the databases shall be kept confidential. This information is not passed on to 3<sup>rd</sup> parties.

## **9 Summary conditions**

9.1 German law will apply in disputes arising out of or in association with this contract, to the exclusion of legal standards that make reference to other legal systems. General terms and conditions of User do not apply in as far as they may be in conflict with conditions of this contract.

9.2 Nuremberg is the place of dispute resolution.

9.3 For business users in the context of § 1 HGB (German Commercial Code) using the service for their business or for users who have no permanent place of residence in Germany, the legal domicile for disputes arising out of or in connection with this contract is Nuremberg.

9.4 Should any one provision be or become inapplicable, the overall validity of the contract is not affected. The contract parties shall then replace the inapplicable provision with one that comes closest to meeting the objectives of the contract.

Version: 10<sup>th</sup> October 2005

**Please note that in legal respect the German version is relevant!**