

## // Terms of Use and Data Protection

The following Terms of Use govern the use of the supplementary services offered by the supplier search engine of Wer liefert was GmbH.

### § 1 Definitions

- I. WLW: the company Wer liefert was GmbH, Lindenstrasse 16, 6340 Baar;
- II. User: any natural person or legal entity that uses the supplier search engine or one or more of the supplementary services and communicates with third parties via such.
- III. Advertiser: any provider of products and services that is listed in the WLW supplier search engine;
- IV. Supplementary services, WLW EGS: WLW "Send enquiry", WLW "Send SMS", WLW "Recommend company", WLW "Change company data", WLW "Meine Lieferanten" and WLW "Feedback";
- V. WLW "Send enquiry": instructing WLW to inform one or more providers listed with "Wer liefert was?" of a user's specific interest in services or products;
- VI. WLW "Send SMS": transmission of the company contact data found in the supplier search engine to the user's mobile phone;
- VII. WLW "Recommend company": passing on company contact data found in the supplier search engine to third parties known to the user either personally or through business;
- VIII. WLW "Change company data": Any correction or amendment made by a user to third-party company data found in the supplier search engine.
- IX. WLW "My suppliers": management of suppliers;
- X. WLW "Feedback": entering, viewing and assessing feedback about "Meine Lieferanten".

### § 2 Extent of use

- I. The user undertakes not to send any pornographic, politically extreme or religiously fanatical material or other content that is not consistent with the free democratic constitutional system or otherwise violates prevailing law.
- II. Any use of the WLW EGS that is not covered by the definitions given in § 1 V-VIII will be regarded as unsolicited communication (spam) and is forbidden. The user notes that the recipient of spam may be entitled to injunctive relief under competition law and/or to a claim for damages against the user irrespective of the selected technical form of communication (e-mail or SMS).
- III. While using WLW EGS the user undertakes to only change or supplement database content when, acting with due care and diligence, there can be no reasonable doubt as to the veracity of the planned corrections or amendments.

### § 3 Liability

- I. WLW assumes no liability whatsoever for the content, data integrity, delivery or whereabouts of communications sent via the supplementary services.
- II. The user is liable, in accordance with the general laws and pursuant to these Terms of Use, for the contents it sends via the EGS. Should a claim be made on WLW as a result of the law or these Terms of Use being violated, the user shall indemnify WLW against such claims on first demand.

### § 4 Consequences of misuse

- I. Should the user violate § 2 of these Terms of Use, they shall pay WLW a contractual penalty of € 25.00 for any unsolicited communication sent to an advertiser or any other unsolicited communication.
- II. In the event of § 2 of these Terms of Use being violated, WLW is also entitled to claim damages and
  - a. to advise all WLW users and advertisers in an appropriate manner of the methods of the user;
  - b. to inform the user's Internet service provider of the user's conduct and use its influence to have the user's Internet access and/or web hosting accounts blocked;
  - c. to refuse the user access to the supplier search engine temporarily or permanently.

### § 5 Applicable law, place of jurisdiction and severability clause

Swiss substantive law applies. The exclusive place of performance is Baar and place of jurisdiction is Zug, Canton of Zug. Any changes to these Terms of Use must be made in writing. The invalidity of any individual provisions shall not otherwise affect the validity of the remaining Terms of Use.

Wer liefert was GmbH  
Lindenstrasse 16  
6340 Baar

Schweiz