

General Terms and Conditions for the use of the internet page www.facesupport.org

§ 1 Initial Situation

- a) Facesupport.org is an internet service of Babendererde Engineers GmbH, Markt 2, 23611 Bad Schwartau (hereinafter called BE), supporting construction companies and engineering offices (hereinafter called customer) with help in issuing specific calculations, save and print them.
- b) With its registration the customer declares that he is familiar with all technical context of a face support calculation.

§ 2 Subject of the agreement

- a) With the internet page www.facesupport.org BE offers the customer the possibility to carry out the preceding calculations by himself.
- b) As final product BE will provide a printable PDF-file in the Login-area of the customer. The calculation procedure and the calculation method will be shown in this file.
- c) The customer ensures the complete provision of all necessary contributing services required by BE (input of correct geotechnical and tunneling technical data). The services required by the customer are the pre-condition for the accomplishment according to the contract of BE (execution of a calculation based on the entered data).

§ 3 Payment

- a) The costs for the calculations will be invoiced to the customer before a calculation based on the data entered by the customer will be established.
- b) Invoicing will be carried out through and in name of BE. An invoice PDF-file will be deposited in the individual customer area and is accessible to the customer anytime.
- c) An external payment tool carries out the payment process with the customer in the name of BE and guarantees data security during the payment process.
- d) Only with complete payment of the agreed price, the customer receives the exclusive, timely and territorial, right to use the calculations and to copy them.
- e) BE keeps the right to file the results.
- f) The information and pictures used by BE on the internet page www.facesupport.org are copyrighted material. All rights are reserved.

§ 4 Data Security

- a) BE saves the accomplished calculations on an external server and stores them for the customer pending further notice.
- b) BE compulsorily provides an access regulation based on passwords. This procedure enables that only the customer or persons authorized by the customer get access to its login area.
- c) The data server will be maintained by the external data processing center and is protected with a firewall.
- d) A high safety level will be guaranteed by BE through own maintenance. Nevertheless, BE cannot completely exclude the loss of data by so-called hacker attacks. Therefore, it is recommended that the customer saves and stores copies of its calculations on its own system for safety reasons.
- e) Each customer will be informed by Email to the deposited address in the Login area before data or calculations will be eliminated out of the Login area of the customer within a handling time of one month and given notice to download and store its data. By exceeding this time frame the customer disclaims of all rights which have been arisen through the payment of the invoice

- f) BE reserves the right to eliminate independently inserted data which are obviously not serving future face support calculations.
- g) BE also reserves the right to eliminate data from customers who are not reachable after 6 months of insertion without any notice.
- h) BE makes the server exclusively available to external users for the use of and by www.facesupport.org. Uploading of other applications, programs and copyrighted data by the user is prohibited.
- i) If a client of the website or a user has discovered such a contempt he is committed to immediately inform BE and accord BE an appropriate reaction time to eliminate this contempt.
- j) The contract partners will use and process personal data of the other partner subject to the regulations of data protection act and only for contractual purposes. Data and information will only be given to third parties with acceptance of the other contract partner. As far as it is necessary for the execution of the contract that the customer allows BE access to personal data, it is indicated that the assistants will be briefed about their data protected commitments and are liable according to the data protected regulations.

§ 5 Liability

- a) BE provides by means of www.facesupport.org an internet service to execute calculations within a special subject. BE ensures a great accuracy for all calculations and guarantees that all calculations will be carried out correctly.
- b) Simultaneously with the data insertion www.facesupport.org carries out a validity check of the inserted parameters by the customer (dependent on browser adjustments) and indicates to an incorrect data insertion in case of a great discrepancy. For various partial calculations common values are proposed, e.g. security factors. BE provides detailed supporting texts and example calculations as well as instruction manuals for the input of the parameters on the internet page. Furthermore, several possibilities will be offered for the customer to enter into contact with BE. But the offered help and example values do not discharge the customer of the exclusive and solely responsibility for all calculation contents applied by himself.
- c) BE shall be liable in the case of deceitfulness, intention and gross negligence according to legal requirements. Damages occurring from slight negligence will only be compensated in case of a substantial neglect of duty (cardinal obligation of substantial collateral duty).
- d) The liability for a possible loss of data or damage is limited to the effort which would have been necessary with a proper back up in order to restore the data from the secured data material.
- e) The preceding liability limitations are also valid in the favour of possible integrated legal representatives or assistants of BE.
- f) In case of liability for simple default the duty of replacement of BE for material damages and resulting financial losses is limited to an amount of € 1.500.000,00 per claim (corresponding to the current insurance police of the casualty insurance), even it is a matter of considerable contractual duty injury.

- g) The contractual liability claims prescribe after one year.
- h) Claims for indemnity according to the product liability law as well as claims from injury of life, body or health remain unaffected due to the existing limitation of liability.

§ 6 Final Clause

- a) These contract regulations settle the scope of services concluding. Supplements to the agreement do not exist. Alterations and amendments have to be made in writing. It is agreed upon place of business of BE as Court of Jurisdiction.
- b) Shall one regulation be or become null and void, contestable or due to any other reason effectless, the contract remains incidentally valid. In such a case counts instead of the null and void, contestable or effectless regulation such regulation as agreed, coming its aspired purpose very close and guarantees an according success.