

1. Supplier

DECHEMA
Gesellschaft für Chemische Technik und Biotechnologie e.V.
Theodor-Heuss-Allee 25
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2. Services

The DECHEMA is offering its customers online access to a selection of its databases. A description of these databases may be found on DECHEMA's website.

Customers can register to use DECHEMA's database services on demand. Registered users will be charged for the use of DECHEMA's databases according to the prices listed online and will be identified for clearing processes via their user IDs and/or their Customer Numbers. Payments are due immediately upon receipt of an (usually quarterly) invoice.

User-ID's will be activated only after verification of e-mail address.

3. Availability of Services

The database services are usually available 24 hours a day. DECHEMA does not, however, guarantee accessibility and neither does it warrant the attainment of specific results from the use of its services.

4. Rights and Responsibilities of Customers

Customers of DECHEMA have the right to access and search the databases on offer. Customers of DECHEMA are responsible for protecting their user-ID and passwords from unauthorized use and are liable for the payment of all fees arising out of the use of these databases.

The customer shall notify DECHEMA upon changes in customers billing address.

The DECHEMA does not accept liability for damages incurred to customers which arise out of the misuse or loss of user IDs or passwords. In this respect DECHEMA would like to draw particular attention to the fact that the notification of customers' user IDs and passwords via the Internet cannot, according to current technical standards, be regarded as being absolutely safe.

Data transfer and connection between Customer and the DECHEMA via a network are exclusively Customer's responsibility.

5. Invoicing

The DECHEMA shall invoice the Customer each three month for all database services rendered to the Customer. Amounts shown on each invoice shall be in accordance with the then-current prices which are announced and available online. Invoices are payable without discount immediately upon receipt of invoice. If Customer does not pay the invoice(s) within 30 days of invoice receipt, he will be charged with interests of delay amounting to 4 % above the current bank rate of the European Central Bank. The DECHEMA may terminate services to the Customer, if amounts due are not fully paid within 60 days of invoice receipt.

Invoicing will be performed electronically to an e-mail address provided by the Customer.

6. Privacy and Confidentiality of Customers Searches

The DECHEMA will use its best effort to keep confidential the contents of Customer's online searches. However, the DECHEMA may disclose details to other database suppliers if it is necessary to do so in order to resolve Customers problems or to provide DECHEMA database services.

In accordance with article 13 of the **General Data Protection Regulation of the European Union** users are herewith informed that DECHEMA stores and processes customers' data in machine-readable form for internal purposes related to the fulfillment of its obligations to its customers according to the contracts it maintains with these customers. This information is treated as confidential at all times and will not be passed on to third parties, except mentioned above. The complete details on the data processing are published separately as part of DECHEMA's general privacy policy and can be viewed here: <http://dechema.de/en/datenschutz.html>.

7. Changes

At any time, DECHEMA reserves the right to change its products, prices or product design.

The DECHEMA reserves the right to change the Terms and Conditions. The Terms and Conditions are subject to change upon thirty (30) days' e-mailed notice to Customer at the "E-mail address" as given upon registration. Continued use of the services by Customer following such changes shall be deemed acceptance of such changes. DECHEMA reserves the right to alter or withdraw its databases or to prohibit customers' access to a particular database.

The DECHEMA will also notify users when new databases are on offer and of their cost. The carrying out of searches in such new databases constitutes acceptance of their price.

8. Copyright

The databases available from DECHEMA are protected by copyright.

(i) Furthermore, all search results obtained by a client are for the sole personal use of that client. Any further use of these results, in particular their passing on to other parties for the purposes of commercial gain, is expressly prohibited unless in accordance with the terms of paragraph(8 ii)

(ii) Information brokers may pass search results on to their customers providing that the terms of paragraph (8 i) are fulfilled within the framework of a corresponding contract.

9. Warranty and Liability

The DECHEMA shall use its best efforts to deliver the services mentioned under paragraph (2) upon request. Should, nevertheless, a failure occur in the system, Customer will be credited accordingly. Warranty exceeding such credit will not be assumed. The DECHEMA can be held liable only for damages caused by gross negligence or willful misconduct of the DECHEMA, its legal representatives, its employees, or persons employed by the DECHEMA in the performance of its obligations, no matter whether the claims are based on the agreement of offences. The DECHEMA does not assume any warranty or liability for the information retrieved from DECHEMA's databases.

The DECHEMA does not guarantee the functionality of its hardware or software and it does not accept liability for damages arising out of the use of data obtained from its databases. Also excluded are damages to computer hardware arising out of the use of its databases.

10. Duration and Termination of Agreement

The contract governing the allocation of user IDs, and of which this "Online Terms of Usage" form is integral part, may be cancelled by either party, in writing, on provision of 10 working days notice. Contracts not older than one calendar month may also be cancelled in writing by either party at the end of the first month, providing 10 working days notification is given. Upon termination of a contract, a customers User-ID and Customer-Number are deleted. DECHEMA also reserves the right to deactivate unused User-ID's and passwords after a period of one year without notice.

In the case of contract violations, DECHEMA reserves the right to terminate contracts and to deactivate user IDs and passwords immediately. Furthermore, the DECHEMA reserves the right to change or withdraw databases (or parts), also on behalf of the database suppliers.

11. Place of Performance, Jurisdiction, and Applicable Law

Place of performance is the headquarters of the DECHEMA. In the case of disputes arising from this agreement, actions shall be brought before the court of jurisdiction, Frankfurt, if the customer is a merchant entered in the commercial register as merchant, a legal person under public law, or a federal special fund under public law. The Customer Agreement and Order Form shall be governed by the laws of the Federal Republic of Germany.