

Terms of Use & Data Protection

The following Terms of Use govern the use of the supplementary services offered by the „Who builds Machinery“ database of Hoppenstedt Publishing GmbH.

§ 1 Definitions

- I. HP: the company Hoppenstedt Publishing GmbH, Havelstr. 9, 64295 Darmstadt;
- II. User: any natural person or legal entity that uses the „Who builds Machinery“ database 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 „Who builds Machinery“ database;
- IV. Supplementary services – Who builds Machinery EGS: Who builds Machinery “Send enquiry“, Who builds Machinery “Send SMS“ and Who builds Machinery “Recommend company“;
- V. Who builds Machinery “Send enquiry“: instructing Hoppenstedt Publishing to inform one or more providers listed at „Who builds Machinery“ of a user’s specific interest in services or products;
- VI. Who builds Machinery “Send SMS“: transmission of the company contact data found at „Who builds Machinery“ to the user’s mobile phone;
- VII. Who builds Machinery “Recommend company“: passing on company contact data found at „Who builds Machinery“ to third parties known to the user either personally or through business;

§ 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 Who builds Machinery EGS that is not covered by the definitions given in § 1 V-VII 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).

§ 3 Liability

- I. Hoppenstedt Publishing 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 Hoppenstedt Publishing as a result of the law or these Terms of Use being violated, the user shall indemnify Hoppenstedt Publishing against such claims on first demand.

§ 4 Consequences of misuse

- I. Should the user violate § 2 of these Terms of Use, they shall pay Hoppenstedt Publishing 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, Hoppenstedt Publishing is also entitled to claim damages and
 - a. to advise all Who builds Machinery 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 Who builds Machinery database temporarily or permanently.

§ 5 Data protection

In accepting these Terms of Use the user also agrees to any accrued personal data and data related to content, use, traffic and connections being stored. Hoppenstedt Publishing is entitled to pass this data on to third parties for the purposes of asserting legal rights in the event that the Who builds Machinery EGS are used for something not covered by these Terms of Use. The data will never be passed on to third parties outside the company for advertising purposes.

§ 6 Applicable law, place of jurisdiction and severability clause

The law of the Federal Republic of Germany shall apply on exclusion of the Hague Conventions Relating to a Uniform Law on the International Sale of Goods and the German conflict of laws. The exclusive place of performance and court is Darmstadt. Any amendments to these Terms of Use must be made in writing. The invalidity of any individual provisions shall not otherwise affect the validity of these Terms of Use.

Hoppenstedt Publishing GmbH
Havelstr. 9
64295 Darmstadt
Germany

VAT ID No.: DE 813087076
Commercial register: Darmstadt HRB 8001
Managing Director: Erich Kögler