

THIS TRANSLATION IS FOR YOUR INFORMATION ONLY!
THE LEGALLY BINDING DOCUMENT ARE THE TERMS OF USE IN GERMAN, CF. FIGURE 6.2 OF
THE TERMS OF USE

Terms and Conditions for PDF24-Fax-Service

§ 1 General

- (1) The Terms and Conditions (hereinafter “TC”) listed below govern the contractual relations between Geek Software GmbH, Einstein Palais, Friedrichstraße 171, 10117 Berlin, under the framework of the Fax Service offered by PDF24 (hereinafter “PDF24”) and the customer (hereinafter “Customer”). PDF24 provides all services solely under these TC in conjunction with the current specification of services and tariffs under <https://fax.pdf24.org>. Any and all other general terms and conditions of Customer shall not be applicable, regardless of whether PDF24 does explicitly object to such terms and conditions.

§ 2 Scope of Service

- (1) The fax service is in a beta test phase, during this phase the service is free of charge, but no guarantee can be given for reliability and stability. The service can be terminated or modified at any time without giving reasons. At the end of the beta test phase, you will be notified as soon as the service becomes chargeable. We also reserve the right to deactivate individual accounts at any time for commercial or technical reasons without giving reasons.
- (2) PDF24 enables Customer to send fax messages via the internet and - depending on the tariff - also to receive such messages. To this purpose, PDF24 provides Customer with a web-account which may be used to carry out such services. PDF24’s services are provided in a basic, free version with limited scope of services (3) and as a premium, chargeable version with extended scope of services (4).
- (3) The basic, free version allows only for the sending of a limited number of outbound fax messages to the recipient’s telecommunications network, but not for the reception of inbound fax-messages. PDF24 reserves the right further to limit the service at any time (e.g. with regard to the number of fax-pages forwarded or the amount of contactable destination numbers, etc.).
- (4) The premium, chargeable version allows both for the sending and receiving of fax messages within the quota defined under the respective tariff (§ 5). In addition, Customer is optionally assigned a recipient number in a landline network of her/his choice (§ 4), which she/he may also use as source identifier for outbound fax messages.
- (5) The scope of services as well as the charges payable are detailed in the schedule of services and prices under <https://fax.pdf24.org/preise> effective at the time of conclusion of the contract.

§ 3 Registration

- (1) In order to use PDF24's services, Customer is required to register with the web-account which is accessible by password only. Customer assumes responsibility for the accuracy and completeness of her/his personal information. Registration under an alias is explicitly prohibited.
- (2) Customer agrees and undertakes to maintain full confidentiality of her/his password and assumes liability for all damages arising from the disclosure or making available of said password. For security reasons, the password should be changed at regular intervals.

§ 4 Telephone number

- (1) PDF24 optionally assigns Customer, within the framework of its chargeable service, a telephone number for the reception of inbound fax-messages within the German landline network – or depending on the scope of services – also within a foreign landline network. Said number may also be used for outbound fax-messages.
- (2) Under the terms governing the allocation of telephone numbers in the Federal Republic of Germany, a landline in a specific local line network may only be allocated if the recipient of said number provides proof of her/his residency or place of business within this local line network. For this reason, PDF24 is obliged to request such proof from Customer.
- (3) Subsequent to the allocation of the telephone number, Customer is entitled only to use said number for sending and receiving fax-messages via PDF24. Any and all extensive use of the number is prohibited, as is the use of the number after the expiration of the contractual relationship. In particular, Customer is not entitled to the porting of her/his number to a contractual relationship with another telephone communications service provider. (Porting, §46 TKG)

5 § Charges

- (1) For the chargeable services of PDF24, a charge under the schedule of prices (<https://fax.pdf24.org/preise>) then effective for the respective tariff is incurred.
- (2) Tariffs with monthly payment include the reception of inbound fax-messages as well as sending a predefined contingent of outbound fax-messages – where applicable tiered with regard to the number of pages sent and/or of destination numbers groups. Outbound fax-messages to certain predefined groups of destination numbers (e.g. telephone communication networks of certain countries or premium services such as 0190-numbers) may be excluded or made dependent on an extra-charge.
- (3) If Customer within a given accounting period accesses services not included under her/his current tariff (e.g. exceeding the quota of outbound fax-messages, sending of outbound fax-messages to destination numbers not included in the tariff), such services may be charged extra in accordance with the schedule of prices then effective. PDF24 may make the rendering of such services dependent on advance payment.
- (4) Accounting periods are monthly, beginning with the calendar day of the effective date of the contract. The respective charge is to be remitted a month in advance by use of the method of payment specified under the respective schedule of services.
- (5) At the inception of the accounting period, Customer shall receive a billing statement in writing (§126b BGB) – e.g. by transmission to his web account (§ 2 (2)) which shall include both the charges for the upcoming accounting period as well as the charges for any contingent additional services under (3) accessed in the previous accounting period.

- (6) The billing statement includes the statutory VAT then effective in the Federal Republic of Germany. If Customer provides proof by submitting a valid VAT ID-No. of an EU member state that she/he as the beneficiary of services is liable to pay the tax, the billing statement is issued exclusive of VAT. In this case, Customer is obliged to pay VAT in her/his country of origin.
- (7) PDF24 reserves its right to changing the charges. PDF24 may increase charges in particular, if it is itself subject to price increases by third parties (e.g. land line telecommunications service providers, mobile telecommunications service providers) or by other cost factors arising in the normal course of business. PDF24 shall inform Customer of such changes in writing. If said changes deviate to the disadvantage of Customer from the terms previously effective, she/he shall be entitled to make use of her/his extraordinary right in this case to terminate the contract within a month of receiving the notification of change, otherwise, the changes will be deemed as authorized by Customer. PDF24 will inform Customer of the notice period and the consequences of failure to observe it in its notification of change.

§ 6 Customer Duties and Obligation

- (1) Customer undertakes to use PDF24's services neither for accessing nor for distributing content which violates legal regulations of whatever kind. Customer is obliged to avoid any impression in commercial and legal transactions that content for which she/he is responsible is in any way attributable to PDF24.
- (2) Customer recognizes in particular the inadmissibility under German and European law of transmitting unsolicited marketing fax-messages without explicit prior consent of the recipient. Customer commits explicitly not to use PDF24's services for such fax-messages.
- (3) Customer is obliged immediately to inform PDF24 of any change of address or payment information.
- (4) In the event of an ex-post failure to meet the requirements for the allocation of a landline telephone number in a specific local network of Customer (§ 4 (2)) or of other services provided by PDF24, Customer must immediately inform PDF24 thereof. If Customer, in this context, provides proof of her/his meeting the requirements for the allocation of another landline telephone number or of other services of PDF24, PDF24 shall notify Customer accordingly within the framework of the regulations aforementioned.
- (5) Customer acknowledges that, albeit assuming the contractual responsibility to employ all reasonable technical measures in order to ensure the correct transmission of Customer's in- and outbound fax-messages, PDF24 cannot undertake an unconditional guarantee for the correct transmission in each and every case (§ 7 (1)).

In order to prevent, respectively mitigate, own damages incurred by a contingent incorrect transmission, Customer is, therefore, obliged, in such cases in which the financial or legal consequences liable to ensue from an incorrect transmission are expected to be other than negligible, to ensure also by means other than checking the fax transmission report that recipient has correctly received the fax (e.g. by enquiring with the recipient). This applies particularly to any and all cases where

- a) the transmission by fax is to ensure the observation of a legally significant deadline (e.g. period of objection or for filing an action, suspension of the period of limitation, etc.) or

- b) transactions with other than negligible financial consequences are concerned, in which a contingent damage exceeds the amount to which PDF24 would be liable for damages in the case of culpable breach of its material contractual obligations (§ 7 (2))

In the event of Customer acquiring knowledge that an inbound fax addressed to her/him has been transmitted incorrectly, she/he is obliged, in the cases aforementioned, proactively to contact the sender identified by the source identifier in the error message, in order to establish whether, if appropriate, it is necessary to transmit the document by another method. To this end, PDF24 provides Customer – in as far as this is technically possible – with a dependable error message listing the time and the source identifier of the failed transmission.

§ 7 Liability of PDF24

- (1) PDF24 commits to taking all reasonable technical measures to ensure the correct transmission of Customer's in- and outbound fax-messages. However, PDF24 cannot undertake a guarantee that all technical systems involved in the transmission process – in particular those outside PDF24s sphere of control – will function at all times and without exception.
- (2) PDF24 shall be liable for financial damages – irrespective of the cause in law – only if PDF24, respectively its employees or representatives, have caused the damages with malice aforesought or by gross negligence or if the damages result from negligence of material contractual obligations (cardinal obligations).
- (3) In the case of slight negligence of cardinal obligations, PDF24's liability shall be limited to damages that are typical and foreseeable under the contractual relationship and it shall not exceed the 24-fold amount of the average monthly service charge paid by Customer during the six billing periods prior to the occurrence of the loss. If the contract has been in existence for less than six months, the average of the service charge accrued during all billing periods prior to the occurrence of the loss shall be applicable. Liability for collateral damages, in particular for lost profit damages, is excluded.
- (4) The aforesaid under (3) shall not apply in case of violation of life, body, or health. In such cases, the statutory provisions shall be applicable. Product liability under the German Product Liability Act remains equally unaffected.
- (5) Any and all further damage claims are excluded. This shall apply in particular for such financial damages which result from the incorrect transmission or reception of fax messages, if Customer on her/his part has failed to comply with her/his obligation to prevent or mitigate damages (§ 6 (3)).
- (6) All damage claims against PDF24 must be made by Customer within 6 months of acquiring knowledge of the circumstances on which the claim is based, at the latest, however, 5 years after the arising of such circumstances, irrespective of the knowledge thereof. This shall not be applicable in the case of violation of life, body, health or freedom as well as in case of liability for intentional tort.

§ 8 Data Privacy

PDF24 collects stores and processes the data obtained within the framework of the contractual relationship in accordance with the pertinent statutory data privacy regulations. For details, Customer may refer to <https://fax24.pdf.24.org/datenschutz> at all times.

§ 9 Duration of Contract

- (1) The contract shall be concluded for an indefinite period of time. It may be terminated by both contracting parties with a notice period of two weeks to the end of the billing period (§ 5 (4)), in as far as the applicable tariff is not subject to a different notice period. The right to termination without notice remains unaffected.
- (2) PDF24 reserves its right to termination without notice specifically if
 - a) Customer is in arrears with her/his service charges for two billing periods, or
 - b) Customer culpably breaches the conditions of the contract, specifically if she/he infringes on the duties and obligations under § 6
- (3) The termination announcement must be made in written (§ 126 BGB) or text form (§ 126b BGB). Non-utilisation of PDF24s services by the Customer shall not substitute a termination within the meaning of (1), even if such non-utilisation has already prevailed for some time.

§10 Final Provisions

- (1) PDF24 reserves the right to subsequent additions or amendments to these Terms and Conditions. PDF24 shall notify Customer of such additions and amendments in text form. If Customer does not object to these additions or amendments within a month after reception of the notification of addition or amendment, the added or amended terms shall become part of Customer's contract. In the event of objection, the original terms shall prevail. PDF24 shall inform Customer of the period for objection and the consequences of non-compliance with it in its notification.
- (2) In the event of PDF24 introducing additional services or tariffs, PDF24 reserves the right to make such services and tariffs subject to additional Terms and Conditions.
- (3) The legal relationship between PDF24 and Customer shall be governed exclusively by the law of the Federal Republic of Germany. Unless otherwise specified, this shall also apply to the definition of daytime, holidays and other temporal or spatial factors.
- (4) If Customer is a merchant or if her/his place of general jurisdiction is not within the Federal Republic of Germany, the competent court of jurisdiction shall be Berlin-Schöneberg. Customer may also be brought to action at her/his general place of jurisdiction.

As of 04.09.2012