

Bürgel Address Search Private Persons in Germany General Terms and Conditions

Under the Internet address www.buergel.de/adressermittlung Bürgel Wirtschaftsinformationen GmbH & Co. KG enables its customers access to the search service offered by the EURO-PRO Gesellschaft für Data Processing mbH, Lindenhof 1-3, 61270 Grävenwiesbach for tracing the addresses of persons in Germany whose new address is unknown.

The services described under www.buergel.de/adressermittlung are provided exclusively by the EURO-PRO Gesellschaft für Data Processing mbH. The General Terms & Conditions constitute a component of all contracts conveyed by Bürgel via the web page www.buergel.de/adressermittlung for enquiry into addresses of private persons in Germany. These General Terms & Conditions can be viewed by customers within the framework of registration or as set out below.

EURO-PRO is the contractual partner and sole service-provider and claim holder in respect of customers that order address enquiries.

Bürgel shall not accept any liability for the services provided by the EURO-PRO Gesellschaft für Data Processing mbH. At no point does Bürgel provide any service itself and cannot be made liable for the services described and the provision of such services. In particular, Bürgel neither accepts any responsibility for the accuracy and entirety of the data supplied within the scope of the address search order nor for any damages that are caused by the utilisation of the data by its customers.

General Terms and Conditions of the EURO-PRO Gesellschaft für Data Processing mbH

Introduction

The EURO-PRO Gesellschaft für Data Processing mbH is company that specialises in the tracing of private persons and companies whose address is unknown and in the issue of information pertaining to the enforcement of claims. It is also active for this purpose on behalf of other companies.

This being said, the following conditions shall apply:

§ 1

Orders for tracing and researching into addresses are placed online via www.buergel.de/Adressermittlung or by conveyance of data carriers by the customer to the EURO-PRO Gesellschaft für Data Processing mbH. In addition, the customer has the possibility of placing orders for tracing and researching in writing or by telefax. The results are submitted to the customer in the required format.

The individual services and the extent of the research work are derived from the service descriptions relating to each of the research modules. All prices and research fees stated are to be understood excluding the currently applicable rate of value added tax. Invoices are made

out to the customer in writing or, if requested, in electronic form. Invoices are payable without any deductions.

§ 2

The prices offered in each case shall apply. Any agents' fees incurred are for the account of the customer. The agents are obliged to adhere strictly to the stipulations of the Federal Data Protection Act (BDSG). In particular, the agent is obliged to save the transferred data and the resulting person-related data only for the purpose of tracing and researching into addresses and to delete these after completion of the enquiry. The data should be secured against conveyance to unauthorised third parties. Customers and agents guarantee the implementation of the technical and organisational security measures that are to be carried out as stipulated in § 9 BDSG and the Appendix to § 9 Clause 1. Customers and agents assure that their employees have been committed to data secrecy in accordance with § 5 BDSG and, where applicable, to banking confidentiality. Every member of staff is forbidden to process, release, make accessible or use in any other form without due authorisation any person-related data for any purpose other than that necessary for the rightful fulfilment of the order. This obligation remains even after termination of the cooperation. The customer is obliged only to commission the agent with enquiries in cases where a justified interest exists. A justified interest exists in the terms of this regulation if the customer has a contractual relationship with the sought person or company, or can provide evidence that he has civil law claims against the sought person. To safeguard their mutual interests in accordance with the terms of the Federal Data Protection Act, the customer and agent are obliged to produce the required evidence and give information at any time.

§ 3

The agent cannot be made liable for the factual accuracy and entirety of the data resulting from the enquiry or taken from public directories. In case of errors in entry, transmission or conveyance, or mistaken identity as well as restrictions or a lack of willingness to provide information, the agent shall only be liable for gross negligence or intention.

§ 4

The contract shall become effective upon placing a search order. Customer and agent are entitled to termination without due notice in case of culpable infringement on the part of any one party to the contract against obligations arising from this contract, intentionally wrong or incomplete statements in connection with the conclusion of this contract, upon gaining awareness of any negative criteria pertaining to any of the parties to the contract or their legal representatives.

§ 5

Any subsidiary agreements, amendments or supplements must be made in writing in order to become effective.

§ 6

Should any individual conditions of this contract be or become invalid, this shall not have any effect on the remaining conditions. The ineffective condition should be replaced by a new clause that comes as near as possible to the sense and purpose of the invalid clause.

§ 7

Place of jurisdiction for any disputes arising from this contract shall be 61250 Usingen.

EURO-PRO Gesellschaft für data Processing mbH

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