



## GENERAL TERMS AND CONDITIONS<sup>1</sup>

For existing customers valid from 1.10.2022,  
for new customers already valid upon conclusion of contract  
before 1.10.2022.

Status: 19. August 2022

### I. Introduction

- (1) These General Terms and Conditions (T&C) apply to all supply and service relationships between **IZ Immobilien Zeitung Verlagsgesellschaft mbH, Luisenstr. 24, 65185 Wiesbaden** (hereinafter referred to as "IZ") and their users or customers (hereinafter referred to as "customers").
- (2) In addition to the printed version of the specialist journal "Immobilien Zeitung" (hereinafter: "IZ print edition"), IZ offers numerous online services for the real estate industry, including (but not limited to)
  - a. apps and e-paper;
  - b. a website / online news portal ([www.iz.de](http://www.iz.de)), the contents of which are accessible partly free of charge, partly only after free registration and partly only after the purchase of a paid subscription (hereinafter "package");
  - c. newsletters;
  - d. "Housing Market Analysis" on [www.iz-research.com](http://www.iz-research.com);
  - e. company licenses or multi-user licenses for 12 licenses or more for the packages Profi »Digital + Print« and Experte »Digital + Print Plus« (hereinafter "company license");and other online offers (collectively referred to below as the "IZ Platform").
- (3) The IZ print edition and the IZ platform are hereinafter jointly referred to as the "IZ offer".

### II. General Rules

#### § 1 Scope of Application of this Section

The provisions of this section apply (unless otherwise stated) to every use of the IZ offer, i.e. regardless of whether the use is free of charge after registration of a user account or whether it is subject to a charge after the purchase of a corresponding package or product.

#### § 2 Copyright

- (1) The contents of the IZ offer are protected by copyright. The duplication, modification, distribution or storage of information or data, in particular of texts, parts of texts, interactive applications or image material, is only permitted within the limiting provisions of copyright law.
- (2) Any other use of the content – even in extracts – in particular any reproduction, storage, distribution, making available to the public etc. for commercial and/or business purposes, i.e. also storage in database systems in commercial operation, publication on the internet or intranet and the transfer of content or the granting of rights to third parties requires the prior explicit consent of IZ.
- (3) Corresponding rights, in particular the right to use individual components of the IZ offer for commercial purposes, can be acquired subject to payment according to the information provided at [www.iz.de/service/artikellizenz](http://www.iz.de/service/artikellizenz).

#### § 3 Liability

- (1) IZ assures that it will perform its obligations under this contract with the due diligence and customary care.
- (2) IZ has unlimited liability for intent and gross negligence.
- (3) For minor negligence, IZ has unlimited liability for damages resulting from injury to life, body or health of persons. Otherwise, IZ is only liable for minor negligence in the event of a breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the customer can regularly rely (cardinal obligation), and the amount of liability is limited to the damages foreseeable and typical for this type of contract at the time the contract was signed.
- (4) These limitations of liability also apply to vicarious agents of IZ.

#### § 4 Improper Use and Security

- (1) If the IZ offer is used improperly or in breach of the contractual agreements, IZ is entitled to block or discontinue services for the customer at any time. The customer will be informed of the blockage or suspension and can demand that the blockage or suspension be lifted if there is no misuse.
- (2) The customer shall refrain from any action that could impair and/or excessively overload the operation of the IZ platform or the technical infrastructure behind it. This includes in particular:
  - a. the distribution of viruses, trojans and other harmful files via the IZ offer, in particular the IZ platform;
  - b. the use of software, scripts or databases in connection with the use of the IZ offer, in particular the IZ platform;
  - c. blocking, overwriting, modifying, copying data and/or other content, insofar as this is not necessary for the proper use of the IZ offer, in particular the IZ platform.

#### § 5 Availability

- (1) The IZ platform is made available to the customer via the internet. IZ will make every effort to offer a continuous, uninterrupted operation of the platform. This is naturally limited to services over which IZ has an influence. However, the customer acknowledges that it is not technically feasible to ensure complete, uninterrupted availability of the platform. In particular, IZ is at liberty to restrict access to the platform temporarily, in whole or in part, due to maintenance work, capacity problems and events that are beyond its control. IZ will carry out maintenance work during periods of low usage as far as this is possible. If longer performance restrictions are required, IZ will inform the customer in advance of the type, extent and duration of planned impairments.

<sup>1</sup> The legally binding German version of the General Terms and Conditions can be found at <https://www.iz.de/service/agb>. This English version is provided to customers for information purposes only.

- (2) IZ reserves the right to change the technical standards and security features if the change serves to improve security, if the change is required by law or by the authorities or if the change does not involve any significant disadvantages for the customer. The customer does not have a claim to the creation or maintenance of certain functionalities.

## § 6 Free Use of the IZ Offer

- (1) By simply registering, the customer can receive free access to the IZ offer, in particular to the IZ platform, with a very limited scope of services. The customer has no claim to the access or specific service features.
- (2) The scope of services of this free access can be restricted by IZ at any time and without prior notice or justification.
- (3) In addition, the provisions of Section III. apply accordingly to free access, however with the provision that no fee is payable and there is no fixed term of contract, but access can be terminated at any time in the ordinary course of business by either party.

## § 7 Data Protection

- (1) IZ takes the protection of its customers' personal data very seriously and adheres strictly to the rules of the data protection laws (including DSGVO; BDSG).
- (2) The guidelines on data protection, available at <https://www.iz.de/service/datenschutz> must be observed in this context.

## § 8 Retention of Title

- (1) IZ reserves the right of ownership of the delivered products for customers who are commercial customers until all receivables from the entire business relationship (regardless of the legal grounds) with the customer have been settled. However, IZ undertakes to release the securities to which it is entitled to according to the above sentence if their realizable value exceeds the receivables to be secured by more than 15% and the customer demands their release. IZ reserves the right to determine the products to be released.
- (2) With regard to customers who are not commercial customers, IZ reserves the right of ownership of the delivered products until the purchase price or fee has been paid in full.

## § 9 Online Settlement of Disputes

According to Regulation (EU) No. 524/2013 of the European Parliament and of the Council from May 21, 2013 on online settlement of consumer disputes, the EU Commission has established an internet platform for the online settlement of disputes ("OS Platform") between businesses and consumers. This platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr>. IZ is generally neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

## § 10 Special Regulations for Businesses within the Context of § 14 BGB

- (1) These General Terms and Conditions shall also apply to businesses for all future business relations, even if they are not expressly agreed again. The customer's general terms and conditions will only become part of the contract if IZ has expressly agreed to this in text form.
- (2) The validity of the provisions of § 312i para. 1 sentence 1 no. 1-3, sentence 2 BGB is excluded for contracts with businesses.
- (3) In the case of the dispatch of goods, the performance and price risk shall pass to the customer when the goods are handed over to the company commissioned to carry out the dispatch.

## § 11 Additional Regulations

- (1) All disputes between the parties shall be exclusively governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Place of performance is Wiesbaden.
- (2) The place of jurisdiction for all disputes arising from and in connection with these General Terms and Conditions, regardless of the legal basis, is Wiesbaden, provided that the customer is a merchant, a legal person under public law or a special fund under public law.
- (3) All amendments or supplements to these General Terms and Conditions or the underlying contract must be made in text form (§ 126b BGB).
- (4) IZ can change or supplement the terms and conditions of the contract at any time. The customer will be notified of the changes or additions by e-mail at least six weeks before they take effect. If the customer does not agree with the changes, they can object to the changes in text form with a period of one week before the changes or additions are intended to take effect. If the customer does not object, the changes or additions to the contractual terms and conditions shall be deemed to have been approved by the customer. IZ will specifically draw the customer's attention to the intended significance of its conduct when notifying the customer of the changes or additions to the terms and conditions of contract.
- (5) If individual provisions of these General Terms and Conditions are or become invalid, the validity of the remaining provisions shall remain unaffected.

## III. Paid Services

### § 1 Conclusion of a Contract

- (1) The purchase of the IZ print edition can be made in connection with access to the IZ platform in various packages with different features. A distinction is made in this respect between the Basis »Digital Light«, Profi »Digital + Print« and Experte »Digital + Print Plus« packages.
- (2) Print and digital services can also be obtained with a company license (12 users or more) for the packages Profi »Digital + Print« and Experte »Digital + Print Plus«.
- (3) The digital service of the "Housing Market Analysis" can be obtained as part of the packages Basis »Digital Light«, Profi »Digital + Print« and Experte »Digital + Print Plus« as well as a part of the "Power Packages" (hereinafter »Power«) offered on [www.iz-research.com](http://www.iz-research.com). Depending on the package, monthly quotas are available for this purpose. The "Housing Market Analysis" can also be purchased as an individual download against separate payment.
- (4) The scope of the packages and products applicable at the time the contract is made and the prices valid at that time will be presented as part of the presentation of the packages and products on the IZ platform and, if applicable, in a paper order form or other communication media.
- (5) The corresponding presentation of the packages and products does not constitute a binding application for the conclusion of a contract. Rather, it is a non-binding invitation to order our products.
- (6) For online orders of the packages Basis »Digital Light«, Profi »Digital + Print« and Experte »Digital + Print Plus« as well as the "Housing Market Analysis" in individual retrieval within the framework of the IZ Platform, the following points apply:
  - a. By clicking on the button "Order & Pay" the customer submits a binding offer to conclude a contract.
  - b. Once the offer has been received, the customer will receive an automatically generated e-mail in which IZ confirms that it has received the order (confirmation of receipt). This confirmation of receipt does not constitute acceptance of the customer's offer.
  - c. A contract is only concluded when IZ expressly declares acceptance of the offer or begins to provide the service to the customer.
- (7) The following applies to orders for the »Power« package as well as a company license:
  - a. The »Power« package as well as the company license are aimed exclusively at businesses within the definition of § 14 BGB.

- b. It is not possible to conclude a contract via the online offer.
  - c. The customer can contact IZ via the IZ online offer or in some other way. The customer will then be provided with an order form/offer. By sending the signed order form/offer to IZ, the customer submits a binding offer to conclude a contract.
  - d. A contract is only concluded when IZ expressly declares acceptance of the offer, when IZ activates the package booked by the customer for use or (if earlier) when IZ begins to provide the service to the customer.
- (8) If the customer does not order the Basis »Digital Light«, Profi »Digital + Print« and Experte »Digital + Print Plus« packages online, but orders them elsewhere (e.g. using an order form), paragraph 7 c. and d. will apply accordingly.

## § 2 IZ Services

- (1) With the exception of the Basis »Digital Light« and »Power« packages as well as the product "Housing Market Analysis" in individual retrieval, all packages contain the IZ print edition as part of the selected package. Unless otherwise stated, delivery will be made from the next issue available after the contract is signed.
- (2) As part of the selected package, IZ also grants the customer access to the contents of the IZ platform. The specific scope of services depends on the package or product booked by the customer.
- (3) The selected package respectively the company license allows a certain number of users from the customer's company to access the IZ platform. IZ provides the customer with a separate, personal access option for each user ("individual user access"; so-called "named user" principle).
- (4) With regard to the IZ platform, IZ is entitled to expand, restrict or change the scope of services, provided that the purpose of the contract is not or only insignificantly impaired for the customer. Insofar as these changes lead to a significant restriction of the scope of services, the customer is entitled to make an exceptional termination of the contract within six weeks of the occurrence of the significant restriction. If the customer does not exercise this right, the contract shall be continued with the altered scope of services.
- (5) Insofar as use of the IZ offer for test purposes is agreed to be limited in time and/or content and/or at a reduced price, the precise scope of functions and services will be determined in the specific offer. There is no entitlement to use certain functionalities during the test period.
- (6) The IZ print edition will be delivered by IZ or a service provider selected by IZ to the delivery address given to the publisher when the order is placed or later.

## § 3 Customer Obligations

- (1) The customer is obliged to pay the agreed fee to IZ by the agreed payment deadline.
- (2) Insofar as IZ offers reduced rates for students, these will only apply up to and including the age of 30. In addition, these conditions are only granted on presentation of valid, official proof (certificate of enrolment or similar), which must be provided immediately. Subsequent evidence must always be submitted to the IZ automatically and immediately after expiry of the original certificate. If no valid proof is available or if the student has exceeded the age of 30, the IZ is entitled to charge the customer the full subscription price in the next invoice.
- (3) The customer is responsible for keeping the access data strictly confidential and is obliged to prevent its misuse. It is prohibited to pass on the access data to unauthorised third parties. The customer shall also oblige any user, who receives personal access data within the scope of the agreed licenses, to equally keep their access data secure and confidential.
- (4) The customer is prohibited from transmitting or otherwise disclosing parts of the access data, especially using to the company license, to any third parties who are not members of the customer's company (so-called franchise system).

## § 4 Prices; Price Increases; Billing

- (1) The fee for services provided by IZ is based on the prices stated for the selected package or product.
- (2) With the exception of the »Power« package and the company license, the prices quoted are gross prices and include the applicable statutory value-added tax.
- (3) The fees for the entire contract period are due for payment before the contract period begins. For orders of single products, the payment is due with the order.
- (4) Insofar as IZ extends the scope of services on the IZ platform for the package selected by the customer more than insignificantly, IZ is entitled to increase the prices appropriately, i.e. in proportion to the extension that has occurred.
- (5) In addition, IZ is also entitled to increase prices if these correspond to the increase in costs incurred by IZ for the production and provision of the products, in particular for the production, printing and dispatch of the IZ print edition including supplements, the maintenance, servicing and further development of the technical and personnel infrastructure used for the provision of services or for the licensing of third-party works. Any cost savings incurred by IZ must be taken into account.
- (6) Price increases (in accordance with Paragraph 4 and/or 5) will become effective at the start of the next billing period (start of the next contract period, see Paragraph 3) after the customer has received notification of the change. The customer shall be entitled to terminate the contract for exceptional reasons within four weeks of notification of the price increase to the date on which the price increase takes effect. If the customer does not make use of this right and if the customer was informed of this legal consequence in the notification of the price increase, the contract shall be continued at the amended prices.
- (7) Billing is made by invoice, direct debit or another payment method offered by IZ and selected by the customer. If payment is made by direct debit, the customer must bear any costs that arise as a result of a reversal of a payment transaction due to insufficient funds in the account or due to incorrect bank details provided by the customer.
- (8) If the customer defaults on a payment, the customer shall be obliged to pay IZ, if the customer is a consumer within the definition of § 13 of the German Civil Code (BGB), the statutory default interest in the amount of 5 percentage points above the base interest rate, and if the customer is a business within the definition of § 14 of the German Civil Code (BGB), the statutory default interest in the amount of 9 percentage points above the base interest rate. We reserve the right to assert a claim for damages.
- (9) If the customer chooses payment by invoice, IZ is entitled to carry out a credit worthiness check in individual cases. This can also be carried out after signing the contract. If a negative result is obtained, IZ is entitled to withdraw from the contract.
- (10) An offsetting of the customer's liabilities from this contract is only permitted with claims against IZ that have already been legally established or recognized by IZ or are not disputed.

## § 5 Term of contract, Termination

- (1) The term of contract depends on the term chosen by the customer when ordering the package (yearly, half-yearly or quarterly contract duration).
- (2) The contract is automatically renewed unless it is terminated in writing (e.g. by letter, fax, e-mail or form at <https://www.iz.de/user/cancelcontract/>) with a notice period of 4 weeks (Basis »Digital Light«, Profi »Digital + Print« and Experte »Digital + Print Plus« packages) or 12 weeks (»Power« package as well as company licenses) before the end of the respective contract term. The extension period corresponds in each case to the original contract duration. However, if customer is a consumer within the meaning of § 13 BGB and the contract is concluded after March 1, 2022, the contract shall be extended for an indefinite period after expiry of the initially selected term and may be terminated at any time with a four weeks notice period. If applicable, payments already made in advance for the period after the end of the contract will be refunded pro rata.
- (3) The right of both parties to extraordinarily terminate the contractual relationship on important grounds remains unaffected. An important reason is present in particular if the parties violate essential obligations (cardinal obligations) of the contract. A significant breach of obligation on the part of the customer is deemed to have occurred in

particular if the customer does not meet their obligations to pay the fee despite receiving a reminder or if the customer misuses the IZ platform. In particular, misuse shall be deemed to have occurred if, repeatedly and despite a request by IZ to refrain from doing so, more users access the IZ platform than the license acquired allows, or if data originating from the IZ platform is passed on to third parties as defined in § 6 (4) of this agreement.

- (4) A termination of the contract outside the selected term (premature termination) is possible. In this case, the IZ reserves the right to charge a processing fee. This is a flat-rate fee of EUR 35 for cancellations of the Basis »Digital Light«, Profi »Digital + Print« and Experte »Digital + Print Plus« packages. The fee for cancelling the company license is 25% of the contractually agreed annual fee.

## § 6 Licences and Usage Rights

- (1) Depending on the package or product selected, a certain number of individual user accesses are provided for the customer's company. In each case this is a personal license (named user), which only entitles the named user to use the IZ platform. The access data is personalized. It is prohibited to pass them on to third parties.
- (2) The use of individual user access is only permitted within a company of the customer. The agreed number of accesses to the IZ platform can be used simultaneously by several individual users.
- (3) For the term of the contract, IZ grants the customer a simple, non-sublicensable and non-transferable right to use the IZ platform and its applications / databases (including the individually created files / reports in digital and printed form).
- (4) In particular, it is not permitted to use the content and other results provided within the scope of the IZ platform to build up or supplement one's own database (whether commercial or non-commercial), which is made publicly accessible and/or competes with the IZ databases.
- (5) IZ is entitled to individually personalize the content with visible and invisible labels to enable the investigation and legal prosecution of misuse. The customer is not authorized to remove copyright notices, trademarks or other legal restrictions from content.

## § 7 Liability and Warranty

With regard to IZ's liability, the regulations in Section II, § 3 apply. The regulations of the law on service contracts according to §§ 611 ff. of the German Civil Code (BGB) also apply to making the IZ platform accessible.

## IV.

### Right of Withdrawal from Contracts According to Section III.

## § 1 Withdrawal Instructions

- (1) In the event that you are a consumer within the definition of § 13 BGB (German Civil Code), i.e. if you make the purchase for purposes that can predominantly be attributed neither to your commercial nor your self-employed professional activity, you have a right of withdrawal in accordance with the following provisions.

### Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving reason for doing so. The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, have taken possession of the goods (in the case of a contract for the regular delivery of goods over a specified period of time: first) or, in cases where no goods are dispatched, have or had gained access to the digital content. In order to exercise your right of withdrawal, you must inform us, IZ Immobilien Zeitung Verlagsgesellschaft mbH, Luisenstr. 24, 65185 Wiesbaden, telephone: 0611/97326-0, fax: 0611/97326-31, e-mail: info@iz.de by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to withdraw from this contract.

You may use the sample withdrawal form in § 2 of this section, but this is not mandatory.

In order to comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

### Consequences of a Withdrawal

If you withdraw from this contract, IZ must repay all payments that IZ has received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by IZ), immediately and at the latest within fourteen days from the day on which IZ receives notification of your withdrawal from this contract. For this repayment, IZ will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged for this repayment.

You shall bear the direct costs of returning goods.

- (2) The right of withdrawal expires in the case of a contract for the supply of digital content if IZ begins to fulfil the contract with your express consent and you have confirmed to IZ that you are aware that you lose your right of withdrawal with regard to the digital content as a result of your consent at the start of the execution of the contract.

## § 2 Sample Contract Withdrawal form

If you wish to withdraw from the contract, you can fill out this form and return it to IZ. However, the use of this form is not mandatory.

To  
IZ Immobilien Zeitung Verlagsgesellschaft mbH  
Luisenstr. 24,  
65185 Wiesbaden,  
Fax: 0611/97326-31,  
E-Mail: info@iz.de

I/we (\*) hereby withdraw from the contract concluded by myself/us (\*) for the purchase of the following goods (\*)/ the provision of the following service (\*)

- Ordered on (\*) / received on (\*)
- Name of consumer(s)
- Address of consumer(s)
  
- Signature of Consumer (only for written notifications on paper)
- Date

\_\_\_\_\_

(\*) Delete as appropriate.