

## **General Terms and Conditions between eurobuch.com and its members**

### **§ 1 Scope of applicability**

The following General Terms and Conditions (GTC) apply to all legal relationships between mediantis Corp., Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, U.S.A. (hereinafter, “eurobuch.com”), and natural and/or legal persons who are registered as members pursuant to section 3 of these GTC (each hereinafter a “Member”).

Any deviations from these GTC must be made in writing and require the approval/signature of both eurobuch.com and the Member.

eurobuch.com maintains the websites [www.euro-book.co.uk](http://www.euro-book.co.uk) / [www.find-more-books.com](http://www.find-more-books.com) / [www.eurobuch.com](http://www.eurobuch.com) and other related sites in different languages. The main purpose of these websites is to search through the inventory on so-called “partner platforms” on behalf of third parties for new, used, and antiquarian books and to return the search results to such third parties.

### **§ 2 Conclusion of contract**

The contract between eurobuch.com and the Member comes into effect when the Member electronically sends the application form to eurobuch.com.

### **§ 3 Memberships**

Any legal person or any natural person over to the age of 18 may become a Member.

#### **1. Premium membership**

Premium membership is designed in particular for private users with “normal” search and order needs. Registration as a premium user is free. It offers the ability to save up to five search queries. eurobuch.com will automatically notify the member if new hits are returned on these search queries. Premium membership can be upgraded at any time to a power membership. Premium membership is valid for an indefinite period of time.

#### **2. Power membership**

Power membership is designed in particular for users with more extensive search and order needs. Registration as power user is valid for one year and costs EUR 60/year. It offers unlimited storage of search requests and other additional functions, including in the area of the search request. Information about results for search queries is sent automatically by email. Upon request, a free power membership may be approved for particularly intensive private collectors, libraries, schools, and similar institutions.

#### **• Newsletter**

In addition to the benefits that each type of membership affords to the Member, both premium and power members can receive upon request periodic issues of the “Standard” newsletter from eurobuch.com. This newsletter can be activated or deactivated at any time in the members area.

Other important system information may be sent by eurobuch.com unsolicited where required.

### **3. Antiquarian member**

Antiquarian bookshops and bookshop-like institutions may apply for a special, free membership, which can be agreed to both for offered premium and power memberships.

To do so, it is necessary to register with eurobuch.com at [http://www.eurobuch.com/registration.php?user\\_type=DU](http://www.eurobuch.com/registration.php?user_type=DU) and select (tick) the option "Antiquarian". In registering, the Member undertakes to provide complete and truthful information. Your data will then be shown in rotation with all registered and accepted antiquarian Members as "online business card", normally on the right-hand side of the eurobuch.com homepage.

If you would also like to link the above-mentioned business card to your website, it is necessary that you provide the corresponding target URL in your settings. If you are registered as a power user, then your business card and your antiquarian name in the eurobook antiquarian member list will automatically be linked to your website. If you are not a power user, then you need to place a eurobuch.com "advertising tool" on your page with a link to eurobuch.com in order that eurobuch can also link from your business card to your website. You can find a selection of "advertising tools" in the members area and download them easily from the eurobuch website. Cross-linkings underscore the mutual collaboration agreement and promote both websites. You can enter and adjust the corresponding settings for your online business card in the members area.

### **§ 4 Right of revocation**

#### **Right of revocation**

**You can revoke your declaration of contract in written form (e.g. letter, fax, email) within 14 days without providing reasons.**

**The deadline begins to run following receipt of this statement in written form, but not prior to conclusion of contract and also not prior to our having fulfilled our duties to provide the necessary information. The deadline is complied with if the revocation is sent in a timely manner.**

**The revocation is to be sent to:**

**Mediantis Corp.  
Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19801  
U.S.A.**

**[web.dev@eurobuch.com](mailto:web.dev@eurobuch.com)**

### **Consequences of revocation:**

**In the case of a valid revocation, the performance received by both parties is to be returned, as are any derived benefits (e.g. interest). You must compensate us for loss in value in the event you are unable to return to us the performance or benefits (e.g. benefits of use) or are able to do so only in part or only in deteriorated condition. This may mean that you must nevertheless meet the contractual payment obligations for the period up to revocation. Obligations to reimburse payments must be fulfilled within 30 days. The deadline begins to run for you with the sending of your declaration of revocation and for us, upon our receipt of it.**

### **Special notices**

**Your right of revocation expires in its entirety if the contract has been completely fulfilled by both sides at your express desire before you exercise your right of revocation.**

### **§ 5 Termination**

The booking of a premium membership can be terminated at any time by deleting the account in the members area.

The booking of a power membership has a fixed term of one year and automatically ends upon expiry of the year. It does not need to be terminated. However, the power membership can be renewed online for a further year. The Member will be informed by email about this option approximately two months prior to expiry of the power membership.

### **§ 6 Due date, payment, default**

The amount for a power membership is due upon conclusion of contract. The power membership is not activated until payment is made.

Payment may be made by credit card, Giropay (possible only in Germany), or immediate bank transfer or against invoice.

In the event of payment default by the Member, eurobuch.com is entitled to demand default interest of 5% over the base interest rate (as published by the European Central Bank).

### **§ 7 Duties of Members**

When registering, every Member must provide the required information in a truthful manner. Any change must be notified promptly.

Disclosure of the password to third parties is not permitted.

## **§ 8 Data protection**

Customer data are treated in strict accordance with statutory provisions, in particularly the requirements of German data-protection law.

## **§ 9 Place of jurisdiction and choice of law**

These GTC are subject to the law of the State of Delaware in the U.S.A.. Insofar as the Member is not a consumer within the meaning of applicable civil rights laws, Wilmington, DE is the exclusive place of jurisdiction for all legal disputes arising under or in connection with these GTC.

## **§ 10 Severability clause**

If individual provisions of these GTC, including this arrangement, should be ineffective, either in whole or in part, or contain gaps, all other provisions or parts of such provisions remain in full force and effect. The ineffective or missing provisions are to be replaced by the respective statutory arrangements.

If rights are not asserted, this does not mean that they have been waived.