

General Standard Terms and Conditions of [pharmazie.com]

- 15.2.2017 -

§ 1 General

[pharmazie.com] is a service providing international information regarding pharmaceutical preparations, as well as other services.

Under the provisions of the Medical Products Advertising Act of the Federal Republic of Germany, we are obligated to ensure that information for physicians and restricted medications is made available to medical professionals only. The user hereby expressly confirms that he/she is utilizing this restricted information solely because he/she is a member of a group of medical professionals that is authorized to obtain such information.

Prior to activation of a password, [pharmazie.com] shall verify that the user is a member of a specific group of medical professionals by comparing the information furnished upon registration with a connection contract faxed by the individual who has registered and bearing that individual's personal stamp and signature. In the event any doubt should arise with respect to the bona fide of the user's membership in a group of medical professionals, [pharmazie.com] reserves the right to request, in accordance with the Medical Products Advertising Act of the Federal Republic of Germany, that the user submit proof of such professional status in the form of a license to practice, certification or equivalent documentation.

[pharmazie.com] shall not be held responsible for guaranteeing that the professionals selected act in conformance with applicable legal provisions governing access to protected information, e.g., the provisions of the Medical Products Advertising Act of the Federal Republic of Germany or the equivalent applicable legal regulations in other countries.

The user shall not hold [pharmazie.com] liable for any damages arising from any erroneous selection or for any selection that is not in conformance with applicable legal regulations.

§ 2 Warranty

[pharmazie.com] shall undertake to carry out a thorough check to ensure that the user is a member of a group of medical professionals.

However, [pharmazie.com] cannot rule out the possibility that unauthorized third parties could succeed in obtaining information through misrepresentation, falsification, or through misappropriation of passwords in such a way that such third parties would gain access to the service provider's restricted area. Furthermore, [pharmazie.com] cannot rule out the possibility that users will pass information on to unauthorized third parties in such a way that such third parties could gain access to the service provider's restricted area.

[pharmazie.com] shall not be held responsible for any damages arising from unauthorized third parties gaining access to the service provider's restricted area. This applies as well to any claims for damages, or expenses resulting from demands for payment, on the part of third parties vis-à-vis the service provider and/or users.

[pharmazie.com] cannot guarantee the accuracy and completeness of data, nor can it guarantee that other service providers will adhere to the General Standard Terms and Conditions. This applies as well to services ordered online from third parties, even if such products and services have been routed through [pharmazie.com].

[pharmazie.com] shall not be held liable for damages arising from technical malfunctions or the suspension or limitation of services. [pharmazie.com] shall be held liable for damages resulting from erroneous processing of information and data or for any other damages only insofar as such damages are caused intentionally or arise from gross negligence on the part of [pharmazie.com]. Compensation shall be paid only for damages caused directly by [pharmazie.com].

[pharmazie.com] shall not be held liable for any damages suffered by users or other parties to this contract resulting from loss or misuse of the user ID (password) allocated to said parties or users. Upon request by parties to this contract, [pharmazie.com] shall modify the user ID (password).

Users and other parties to this contract release [pharmazie.com] from all liability with regard to any claims and costs incurred as the result of such users or parties infringing upon the rights of third parties (e.g., copyright, patents) when utilizing the services offered.

§ 3 Rights and obligations of the user

The users and other parties to this contract shall be entitled to search the databases to which they have access and to utilize services offered by [pharmazie.com] within this framework.

Users and other parties to this contract expressly obligate themselves to utilize the results of their research for their own personal needs – and in the event the information is transmitted by intermediaries, only for the personal use of the principal.

§ 4 Availability

[pharmazie.com] shall make their server available as uninterruptedly as possible and shall provide the user with uninterrupted access to the service provider's website.

However, [pharmazie.com] reserves the right to restrict access to its services on short notice following advance notification of the users, e.g., in order to carry out maintenance work on the system.

[pharmazie.com] shall not be held liable for damages arising from any temporary suspension of accessibility to their Internet services (down time). However, in the event hardware or software components fail or services are disrupted, [pharmazie.com] shall undertake to replace said components within a reasonable period of time and restore said services as quickly as possible.

§ 5 Data protection and confidentiality

By registering with [pharmazie.com], the parties to this contract and users authorize [pharmazie.com] to save in electronically readable form the full address of parties to this contract and users as well as the billing information of the aforementioned, and to electronically process and utilize such information in order to carry out the tasks arising from this contract. This data can also be passed on to third parties (e.g., to authors of databases) within the framework of the fulfilment of contractual obligations.

[pharmazie.com] shall draw up only anonymous statistical extracts with regard to the users of websites. No individual user profiles providing information with respect to the website access habits of users shall be drawn up.

§ 6 Copyright

All rights with respect to copyright are reserved.

All of the terms and conditions contained in the present contract apply to any and all data retrieval results provided by [pharmazie.com].

Moreover, the General Terms and Conditions apply to both the individual databases collected on the [pharmazie.com] website as well as to the electronically retrievable rules and regulations pertaining to such databases.

§ 7 Prices and terms of payment

The principal shall be billed twice a year by [pharmazie.com] for services utilized reflecting currently applicable prices. The current price list shall be appended to the online contract and its content shall be made known to the user. The full amount of the bill, without deductions for any postage or other charges, shall be transferred to the bank account indicated on the bill, along with the number of the respective bill.

The bill shall be paid in full within 30 days of the date of the bill. In the event of late payment [pharmazie.com], shall be entitled to bar access to the user ID (password) and to cancel the contract without prior notice.

In addition, [pharmazie.com] shall levy a charge in the amount of 3 percent above the applicable discount rate of the Deutsche Bundesbank, as well as an additional charge of Euro 5.00 per dunning letter.

[pharmazie.com] is also entitled to require advance payment in certain cases.

§ 8 Other terms and conditions

Violation of any of these conditions shall not prejudice the applicability of the remaining provisions.

Place of performance, insofar as this is legally admissible, is Bad Vilbel, Germany. The stipulated place of jurisdiction is Frankfurt am Main, Germany.

The terms of this agreement are subordinate to the laws of the Federal Republic of Germany.

§ 9 Period of notice and termination of contract

The contract for the license-requiring data bases runs on indefinite time, it can be quit with a term of notice from 8 weeks to the 30. June or to the 31. December.