



## **General Terms** [aloe-medical-group.com](http://aloe-medical-group.com)

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### **1. Scope Exchange Agreement**

1.1 The company Dr. Susanne Schwemmlein – Dr. Guido Di Mascio GbR (hereinafter „GbR“) with registered office in Munich, Germany, offers the websites of [aloe-medical-group.com](http://aloe-medical-group.com) and the access to its webshop to its members (hereinafter „customers“) solely in accordance with the following terms and conditions. These general terms and conditions are applicable for any and all contracts between the GbR and their customers. There shall be no verbal supplements to agreements. Any other requests made by the customer shall only be binding if the GbR provides written consent. For all business relations German law shall be applicable.

1.2 This agreement describes the exchange of services. This shall not establish any relation under corporate law between the GbR and their customers.

### **2. General Terms**

2.1 The customer shall be obliged to state true facts and to submit any changes in customer details immediately. If the customer provides wrong details, also a wrong email address, the GbR is within its rights to withdraw from the contract.

2.2 Upon conclusion of a contract the GbR sends an email containing the customer information to the email address supplied by the customer in the ordering procedure.

#### **2.3 Liability**

The GbR has only unlimited liability towards the customer for damage that the GbR themselves, their legal representatives, other employees or any vicarious agents caused intentionally or as a result of gross negligence whilst fulfilling their duties and for bodily injuries.

In regards to minor negligence of major contractual duties the GbR's liability is limited to the contract typical, predictable damage.

Further claims of the customer other than the ones mentioned – regardless of the legal reason – shall be excluded.

#### **2.4 Data Protection**

The collection, processing and use of any personal customer data shall only be undertaken to establish the contract, execute the contract and for reasons of invoicing. Personal customer data is not passed on to any third parties. Attention is drawn to the fact that data protection and data security for the transfer of data in open networks such as the internet cannot fully be guaranteed according to current technical status. The customer is aware that the provider can from a technical point of view gain access at any time to the website content that is stored on the webserver and may also gain access to further customer data stored on the server. Other internet users may also technically be able to illegally enter the net security system and control the information traffic. The customer is personally responsible for the security and protection of the data submitted via the internet and stored on web servers by the customer.

#### **2.5 Trademark Protection**

The logo of the GbR is under trademark protection and shall not be used without prior written consent.

### **3. Usage of the aloe-medical-group.com websites**

#### **3.1 Fees**

Euro 72.00 (incl. VAT\*) membership

Euro 72.00 (incl. VAT\*) mini-website

\*VAT in Germany is 19%, and 20% in Austria

The membership fees are for one year membership. The costs for a mini-website are only a one-time fee. Membership fees are payable in advance for a calendar year by bank collection, in case of a new-registration, payable pro-rata according to the months. All invoices are sent to the customer via email in printable format. For return debit notes an administration fee of 10.00 Euros is applicable. In cases of delayed payments the GbR has the right to block access to the aloe-medical-group.com websites for the period of the delay.

#### **3.2 Services**

Providing and usage of the corporate identity

Use of all offers, downloads, newsletter and download of complete information folders for new customers

Blank forms in corporate identity design for creating individual invitations

Possibility to order acquisition material at our partners agency (letter paper, business cards, flyers and much more - [m.schall@stahlstich-praegedruck.de](mailto:m.schall@stahlstich-praegedruck.de))

Access to years of experience from doctors and therapists of all specialised fields via the member list

Studies and specialised publications

Current dates: health reform, therapist forum, seminars etc.

The mini-website is maintained via a content management system by the customer. Any changes can also be administered by the company datamints GmbH commissioned by the GbR (subject to additional costs).

#### **3.3 Duration of contract**

The contract on the usage of the aloe-medical-group.com websites is concluded upon receipt of the access code by the customer. If the website access is cleared at an earlier stage, the contract is concluded upon clearance.

The contract is concluded for one year and automatically renews for another year if not terminated 4 weeks prior to termination by one of the contract parties in writing or by email.

#### **3.4 Due Diligence, Indemnity**

The customer is also liable for costs that other persons create through the customer's access code. Attention is pointed towards the fact that the customer should change his password for security reasons immediately after the first use. The customer is obliged to store the personal password and access code carefully and protected from third party access to protect them from abuse and loss. The customer indemnifies the GbR from all third party claims which are based on violations of copyright, use, personal or other protective rights through the use of the access code or the page name of the customer.

#### **4. Final Clauses**

4.1 Any changes and amendments of the contract including the section on the requirement of written form must be in writing. Verbal supplements to the agreement do not exist.

4.2 Should any individual provisions in the above terms and conditions be or become invalid, either in part or in full, or impracticable, this will not affect the validity of the other provisions. The invalid or impracticable provision will be replaced by a ruling that is as close as possible in economic purpose to the invalid provision or a provision which the parties would have agreed upon had they realized the invalidity of the provisions.

4.3 The provisions of German Law are applicable exempt the United Nations Convention on Contracts for the International Sale of Goods.

4.4 Legal venue for all arguments arising from this contract is - for any registered traders and for persons who do not have general jurisdiction in the area of the German Civil Code - Munich.