

General Terms and Conditions

1. Scope of Application

- a. The following General Terms and Conditions apply to all services made available by PriorMart AG on the domain <http://designprotection.com> (including sub-domains). Other services, in particular such services as are offered on the domain <http://priormart.com>, are not subject to the present General Terms and Conditions.
- b. In addition to compulsory statutory stipulations, the present General Terms and Conditions shall apply exclusively until the complete termination of the present contractual agreement with the Customer. The Customer accepts the above in registering on DesignProtection.com insofar as nothing to the contrary has been explicitly agreed in writing.
- c. Terms and Conditions are published on the Internet site <http://de.designprotection.com/terms> where they are available for inspection.
- d. PriorMart shall be entitled at any time on the provision of an appropriate period of notice to amend or supplement the present General Terms and Conditions. PriorMart shall expressly notify the Customer of respective changes and set an appropriate deadline within which the Customer is afforded the opportunity to contradict such respective amendments.

2. Services and Object of Services

- a. The Internet portal DesignProtection.com is operated by PriorMart AG, Geschwister-Scholl-Str. 10, 14776 Brandenburg, Germany, and registered in the Trade Registry at Potsdam District Court, Trade Registry Number HRB 13887P. DesignProtection.com is an independent platform for the publication of designs within the meaning of Council Regulation (EC) No 6/2002 of 12 December 2001 on Community Designs <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2002:003:0001:0024:EN:PDF>. The platform (including sub-domains) is available at <http://designprotection.com>.
- b. DesignProtection.com affords registered members the opportunity to publish designs under a static Internet address and shortened URL. Publication includes text and picture information (views) and takes place in such a manner so as to facilitate awareness of the design on the part of specialist circles within the design branch. This means that such publication may constitute disclosure for the purpose of establishing an unregistered European Community Design.
- c. Registered members receive a disclosure document recording the nature, scope and time of disclosure in respect of each design disclosed. Members are informed of the impending expiry of design rights and of other important deadlines. Registered designers are sent a weekly e-mail summary of all relevant designs published, enabling them to contribute to the promulgation of newly published designs. Disclosed designs may also be published and presented on other domains via DesignProtection.com.

3. Copyright and Rights of Use

- a. The Customer accords PriorMart AG the revocable right to disseminate, reproduce, abridge and supplement disclosed content and to present such content on PriorMart AG's own pages, on the pages of its partners and in other media. Said right relates solely to disclosed texts and images and not to the published design in its fully realised form.
- b. The Customer accords PriorMart AG the right to include advertising within the environment of published designs.
- c. All designs, copyrighted works, brands, proprietary rights and intellectual property rights of third parties represented on <http://designprotection.com> remain the property of their respective owners even in the absence of trademark or protection symbols.
- d. The Internet site including the software and database on which it is based are protected by copyright. Provision of right of use within the scope of the present General Terms and conditions does not constitute any waiver of copyright.
- e. PriorMart AG expressly reserves all rights accorded to it in respect of protection in whole or in part of the Internet site and the software and database on which the Internet site is based. This shall especially apply in respect of rights accorded pursuant to German Competition Law and Copyright Law.
- f. The placement of links to DesignProtection.com and its subsidiary pages is permitted.
- g. The integration into external websites of content provided for such purposes of integration, such as widget codes, is permitted insofar as PriorMart AG has not expressly prohibited such use. Code provided must not be altered.
- h. Contents provided via RSS Feeds may be loaded into external viewers and represented on external websites insofar as PriorMart AG has not expressly prohibited such use and insofar as no alteration or abridgment of content and links takes place.
- i. Any use not expressly permitted within the scope of the present General Terms and Conditions requires the prior and express agreement of PriorMart AG in writing.

4. Data Protection

Please comply with our Data Protection regulations in this regard.

5. Limitation of Liability

- a. Protection of disclosed designs as an unregistered Community Design will be accepted on condition that the prerequisites for the conferment of such protection are in place, in particular that the design is novel and possesses individual character. Examination of prerequisites for the conferment of protection does not constitute part of the present Agreement, and such investigation is incumbent on the user him or herself. For this reason, PriorMart AG expressly cannot guarantee the establishment of an unregistered Community Design.
- b. PriorMart AG cannot accept any guarantee in respect of the current validity, correctness, completeness or quality of information provided.

c. PriorMart AG accepts no liability in respect of data provided by users of the site (“user-generated content”). No central copyright register or other comprehensive research facility exists which would render it possible to undertake an investigation of content uploaded for the purpose of ascertaining any potential breach of the rights of third parties, particularly with regard to images. PriorMart AG provides an assurance that it will remove unlawful content without delay as soon as it becomes aware of such content. If you wish to draw our attention to content which infringes legal rights, please contact us by sending an e-mail to legal@designprotection.com. Your e-mail should contain the following information:

1. a precise description of the content including URL;
2. evidence of a proprietary right to the content;
3. a clear explanation of the breach of rights which has taken place;
4. accurate contact details for the rights owner (address, telephone number, e-mail address).

d. PriorMart AG cannot accept any liability in respect of damages incurred as a result of erroneous data or as a result of using the site.

e. Liability of PriorMart AG in respect of other services offered is excluded insofar as nothing to the contrary has been agreed in writing.

f. PriorMart AG shall not be liable for any damages incurred unless such damages are the result of a gross negligence or intent.

g. Notwithstanding this, the above disclaimers (5.a to d) shall not apply in respect of injury to life, limb or health. They shall further not apply insofar as damage is incurred as the result of a deliberate act, gross negligence or the breach of a cardinal obligation.

h. In the event of breach of a cardinal obligation, duty to pay compensation shall in each case be limited to the foreseeable damage of such a breach.

i. The above disclaimers or limitations shall also apply in respect of the liability of salaried employees, workers, staff, representatives and vicarious agents and shall in particular apply to the benefit of shareholders, staff, representatives, organs and their members in respect of the personal liability of such persons.

6. Free Use, Commencement and Term of the Agreement

a. Registration is free of charge.

b. PriorMart AG shall provide the design publication service free of charge.

c. Registration by a member and acceptance of such registration by PriorMart AG constitutes the establishment of a contractual agreement. Said contractual agreement shall be valid indefinitely.

7. Right of Withdrawal, Ordinary Notice of Termination

a. Membership registration may be withdrawn by the member at any time. Said right of withdrawal shall lapse on disclosure of a design.

b. A member may terminate the Agreement at any time. No notice of termination is required. Termination shall become effective on receipt of such notification.

c. PriorMart AG shall not be obliged to accept membership registration and shall also be entitled to terminate the Agreement at any time without requirement for notice of termination.

8. Obligations of the Customer

a. Customers are not permitted to maintain more than one member account.

b. All information provided by members on their person and work shall be true and valid.

c. Members are required to keep their contact details up-to-date. PriorMart shall be entitled to deactivate a member's account and delete data in the event that the member is not contactable via the e-mail or postal address stated.

d. The member shall be liable for any damages incurred by PriorMart as the result of unauthorised disclosure and shall in particular indemnify PriorMart AG in respect of all costs thus incurred (in particular court costs and legal fees) and especially in respect of costs incurred in obtaining appropriate legal representation. The Customer shall support PriorMart in the event of a legal dispute.

9. Other Agreements

a. In the event that individual provisions within the present General Terms and Conditions should be or should become null and void, invalid or unenforceable either in whole or in part, this shall be without prejudice to the other provisions herein contained.

b. The parties shall replace such an invalid provision by a valid provision that as closely as possible reflects the economic purpose that the parties had hereto pursued.

c. Setting off payments against accounts receivable of PriorMart shall only be permissible when counterclaims are incontrovertible or else have been recognised by declaratory judgment. The assertion of rights of retention not arising from the same contractual agreement is excluded.

d. The present contractual agreement shall be subject to the stipulations of German law with the exception of the provisions governed by international private law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

e. Place of jurisdiction for all disputes arising from and in connection with the present contractual agreement shall be Potsdam (Germany) insofar as the customer is a registered trader under German law, is a legal entity under German public law, is a special fund under German public law or does not have a general place of jurisdiction in Germany. PriorMart shall also be entitled to instigate legal action at the domicile of the customer.

As amended: 10.09.2009