

TERMS OF USE FOR THE PORTAL GLOBAL EXCHANGE (GLOBE)

1. Incorporation of the Terms of Use for globe

- 1.1 Germanischer Lloyd AG (in the following "GL") provides the web based service *global exchange* for the purpose of exchanging documents for registered clients (in the following "Clients") under the domain <http://www.gl-group.com/en/gltools/5836.php> as well as the corresponding sub-pages (in the following "globe") on the basis of the following Terms of Use.
- 1.2 By using globe the Client consents to the following provisions.
- 1.3 The following terms and conditions shall also be deemed to have been agreed if a Client or Framework Contract between the Client and GL provides that further or deviating terms may only be agreed using the written form or a qualified electronic signature. Insofar the Client waives any conflicting formal requirements.

2. Parts of the contract and order of precedence

- 2.1 In connection with the use of globe the following terms apply:
1. Terms of Use globe
 2. Written Client or Framework Contract
 3. Annexes to the Client or Framework Contract including any incorporated general terms and conditions
 4. User handbook for globe,
http://www.gl-group.com/pdf/globe_2.4_-_operating_manual_for_customers.pdf
 5. Privacy Policy, <http://www.gl-group.com/en/legal/privacypolicy.php>
- 2.2 In case of contradictory provisions between the terms the order of precedence of the terms according to Section 2.1 shall apply.
- 2.3 The Parties have not agreed on any other terms for the use of globe.

3. Subject matter of the Terms of Use globe

- 3.1 GL provides the portal globe to registered Clients for the purpose of exchanging electronic plans, drawings and other documents pertaining to the business relationship such as cover letters with comments on documents reviewed (in the following "electronic documents").

3.2 The functions of globe are described in the globe brochure and the globe handbook both of which are known and available to the Client.

4. Registration and password

4.1 GL provides globe only to Clients registered for *globe*. Clients not registered for globe may not use the portal.

4.2 After the registration the Client receives a password for access to globe and a Client Account. The Client may not make the password available to any third party, any person who is under age or any person with limited or partial limited legal capacity.

4.3 It is the Client's responsibility to ensure that only employees or freelancers authorized by the Client have access to the password and access to globe, however that no persons within the meaning of Section 4.2, 2nd sentence have such access.

4.4 At the Client's request, GL will provide the Client with a token to secure authorized access to globe (e.g. a chip card or a special USB-stick). In this case, access to globe is only possible with possession of the token and knowledge of the password.

4.5 The Client is solely and fully responsible for all actions which take place using his password and via his account. In particular the Client shall ensure that employees or freelancers who are no longer authorized, e.g. former employees or freelancers, no longer have access to the password, the account and, if applicable, the token.

4.6 The Client is obliged to notify GL immediately of any improper use of the password, the globe account or the token, the loss of the token or any other occurrence with security implications in connection with the use of globe.

4.7 As far as necessary, GL will suspend the Client's access to globe and will immediately provide the Client with a new password or token if the Client makes a notification according to Section 4.6 or requests a new password or token for other reasons, e.g. because a different employee or freelancer than previously authorized is to be granted access to globe.

5. Receipt of electronic documents

5.1 Electronic documents which GL provides to a Client via globe shall be deemed to have been received by the Client at the time when they were provided in the Client's Account for downloading.

5.2 Insofar as electronic documents are added to the Client Account outside the Client's customary business hours they are deemed to have been received by the Client on the next working day at 12 o'clock noon.

6. Notification of the receipt of electronic documents

- 6.1 When electronic documents are provided by GL in the Client Account, the Client will be notified via e-mail.
- 6.2 The Client shall provide an e-mail-address for such notifications which is within his control and provide this address to GL upon registration. The Client shall be responsible for maintaining the e-mail-address and for all actions via the respective e-mail-account. GL recommends using a company e-mail-address (e.g. globe@company.com) rather than free-mail-addresses (e.g. globe@freemailer.com) or private e-mail-addresses of the Client's employees or freelancers.
- 6.3 As GL cannot ensure receipt of the notification e-mail, in particular as GL has no control over third party transmission lines and the Client's mail server, electronic documents shall be deemed to have been received by the Client according to Section 5 even in cases, in which the Client has not received a notification e-mail.

7. Obligation to check the account; backup obligation

- 7.1 The Client shall regularly check his account for newly uploaded electronic documents taking into account current business dealings with GL, in particular if he has reason to expect the receipt of new electronic documents, however no less than once a week.
- 7.2 The Client shall download documents uploaded to his account, shall review such documents with regard to form and content and shall immediately notify GL of any discrepancies or peculiarities.
- 7.3 The Client shall be solely responsible for regularly making proper backup copies of electronic documents downloaded.

8. Protection of integrity and authenticity, access protocols and data protection

- 8.1 The integrity and authenticity of electronic documents provided by GL to a Client will be ensured through reasonable technical measures, e.g. through the use of electronic signatures and time stamps as well as secure archiving.
- 8.2 GL makes and archives secure protocols of access to globe as well as the download of electronic documents for the security of the Parties, in particular to provide proof of receipt of electronic documents, through reasonable technical measures.
- 8.3 Details regarding the technical protection of the integrity and authenticity of electronic documents as well as regarding access protocols for globe can be referred to in the globe user handbook http://www.gl-group.com/pdf/globe_2.4_-_operating_manual_for_customers.pdf
- 8.4 The Client expressly consents that GL may make the described protocols, in particular with regard to access to the globe portal and downloads. Such consent may not be revoked with

effect for existing protocols. The Client shall, at his responsibility, ensure that the employees or freelancers working for him also consent to data processing via globe, e.g. through individual consent forms or a companywide provision.

8.5 For the rest, the data protection provisions of the Privacy Policy, <http://www.gl-group.com/en/legal/privacypolicy.php>, shall apply.

9. Changes to globe

9.1 GL endeavours to continuously develop globe and to adhere to the state of the art as it is known to GL, as far as this is reasonable in GL's view.

9.2 Therefore, GL reserves the right to change or shut down globe in whole or in parts, taking into account the Client's interests, insofar as

- internal business processes of GL require this, or
- the changes or shut downs are acceptable for the Client.

The Client's right to terminate according to Section 11 shall remain unaffected.

9.3 A material change of functions which have more than immaterial effects on Client's processes as well as the complete shut down of the *globe* services shall be notified to the Client in advance with reasonable notice. Such notifications shall be made via the globe account of the Client.

10. Warranty and liability

10.1 GL's warranty and liability for the correctness of content of electronic documents provided for document exchange in globe, in particular for plans and drawings reviewed by GL and provided for download by the Client, is provided for in the written Client or Framework Contract.

10.2 In all other regards, in particular with regard to information on the globe websites and the availability of the globe portal, the following provisions shall apply:

10.2.1 GL does not accept any warranty or liability for the uninterrupted availability of the globe portal. Limitations on availability which GL knows of in advance, e.g. for maintenance or update purposes, shall be notified to the Client a reasonable time in advance.

10.2.2 GL does not accept any warranty or liability for the correctness of the data in the globe portal which are only provided as information for the Client, which are of advertising character or which are not provided within the scope of contractual services according to the Client or Framework Contract, in particular which do not pertain to the review of plans or drawings.

- 10.2.3 GL does not accept any warranty or liability for the uninterrupted freedom of the globe portal of defective code, e.g. of infiltrated computer viruses. GL will regularly review globe with regard to defective code, however, the Client shall also ensure reasonable protection against defective code in accordance with the technical state of the art.
- 10.2.4 GL shall not be liable for indirect damages, consequential damages or lost profits due to
- temporary immaterial limitations of access to the globe portal,
 - gaps in, defective, or non-available information which is only provided as information to the client according to Section 10.2.2, as well as
 - the technical condition of the globe portal if the Client suffers damages by using the portal.
- 10.2.5 Information which is solely provided as information for the Client according to Section 10.2.2 is provided in the globe portal without any assurance, warranty or guarantee, express or implied.
- 10.2.6 Insofar as the globe portal includes hyperlinks to third party websites GL does not accept any warranty or liability for such third party content according to the aforementioned exclusions. At the time of creating the link GL did not have knowledge of any illegal content; GL does not continuously review the content of third party websites and cannot influence them technically.
- 10.2.7 These Terms of Use do not create any rights for the benefit of third parties. They shall apply exclusively between GL and the Client.
- 10.2.8 The aforementioned exclusions of warranty and liability shall also apply for the benefit of GL's affiliates, all employees and vicarious agents of GL (e.g. directors, employees, freelancers), irrespective of the legal grounds on which claims are raised against them.
- 10.2.9 The aforementioned exclusions of warranty and liability shall not apply in case of intentional or grossly negligent actions or omissions of GL, its employees or the vicarious agents, in case of damages to life or health as well as in case of statutory liability under product liability law.
- 10.2.10 In case of simply negligent actions or omissions of GL, its employees or the vicarious agents the liability shall be limited to the typically foreseeable damages unless material obligations which put the contractual purpose at risk have been violated thereby.

11. Termination

- 11.1 GL and the Client may terminate the use of globe at any time. The use ends with the end of month following the month in which a termination notice was received.
- 11.2 In case of termination by GL, GL will offer the Client alternatives for the exchange of documents as far as possible and reasonable, if as the contractual relationship in all other respects continues.
- 11.3 After termination GL may delete the Client Account. GL will notify this to the Client two weeks in advance. Irrespective of such a notification the Client shall be obliged to make backup copies of the content of his account immediately.

12. Copyright, protection of trademarks and other commercially used marks, rights of use

- 12.1 Copyright 2008 © by Germanischer Lloyd AG, Vorsetzen 35, 20459 Hamburg, Germany. All rights reserved.
- 12.2 All texts, pictures, graphics, sounds, animations, videos or other content of the GL websites which can be protected as well as the design of the websites are subject to copyright law and, possibly, other provisions for the protection of intellectual property. They may not be copied, changed, transferred, published or otherwise used for commercial purposes or other purposes beyond the possible uses of the websites provided.
- 12.3 Protected trademarks, other commercially used marks (*“Geschäftskennzeichen”*) and elements of the GL websites are usually not labelled as such. The lack of such labelling does not mean that trademarks, other commercially used marks and elements are not protected. Unless otherwise specified, GL, GL’s affiliates or third parties own all rights in trademarks and other commercially used marks mentioned on the websites (these also referred to Section 4.3 of the Terms of Use for the GL websites).
- 12.4 By offering these websites for use GL does not grant any licence for the use of protected elements which exceeds the possible uses defined by GL.
- 12.5 Any use of published contact data for the transmission of marketing materials, unrequested or objectionable Spam-E-Mail is not permitted. In case of a violation of this prohibition GL reserves the right to take legal steps.

13. Validity and changes of the Terms of Use

- 13.1 These Terms of Use are currently valid and dated as of

December 10, 2008.

- 13.2 GL reserves the right to change, amend or delete the Terms of Use in part or altogether. In such case GL will provide the new globe Terms of Use in globe and shall notify the Client via e-mail.
- 13.3 In case GL receives the Client's objection within 14 calendar days of receipt the notification e-mail, the previous version shall continue to apply. In case the Client continues to use the globe account without objection or in case he does not object within the aforementioned time period, the continued use or the silence shall be deemed acceptance of the new Terms of Use for globe.
- 13.4 Vis-à-vis Clients registered for globe this procedure of changes to legal provisions according to Sections 13.2 and 13.3 shall also apply changes regarding the Privacy Policy, see <http://www.gl-group.com/en/legal/privacypolicy.php>.

14. Applicable law; place of jurisdiction

- 4.1 The use of the globe portal and these Terms of Use are subject to the laws of the Federal Republic of Germany.
- 14.2 The place of jurisdiction for all disputes with commercial enterprises resulting from and in connection with the use of the globe portal and these Terms of Use shall be Hamburg, Germany.

15. Severability

- 15.1 Should a provision of these Terms of Use be invalid or infeasible, wholly or in part, or contain gaps or will do so in the future, this shall not affect the validity of the other provisions.
- 15.2 In case of an invalid, infeasible or incomplete provision the Parties shall agree upon a new provision which takes into account the interests of both Parties and the intended contractual purpose in a reasonable manner and in accordance with good faith.
- 15.3 Sections 15.1 and 15.2 shall apply correspondingly in case a provision is invalid due to its timely, personal, local, or factual scope of application, or with respect to its amount.