

Terms and Conditions Governing the PSI Webshop Agreement

1. These Terms and Conditions supplement the provisions of the PSI Webshop Agreement and govern the legal relationship between the PSI Promotional Product Service Institute, Reed Exhibitions Deutschland GmbH, Völklinger Straße 4, 40219 Düsseldorf, Germany – hereinafter referred to as PSI – and the Client – hereinafter collectively referred to as the Parties.
2. PSI shall have the right to block the further publication of PSI Webshop content for good cause based on its content, origin or technical form. In particular, good cause shall be deemed to exist if indications suggest that content violates the rights of third parties or any other laws or regulations, or that publication cannot be reasonably expected of PSI. In particular, PSI shall have the right to block content if Client subsequently changes any data and thus effects the fulfilment of the aforementioned conditions.
3. Client warrants that it holds all the necessary rights required to publish the contents in the PSI Webshop it operates and warrants that
 - no third-party rights, in particular copyrights, personality rights or other intellectual property rights are being violated,
 - no other legal provisions and, in particular, competition, tele-media, data-protection or consumer-protection laws are being violated and that, in particular, no contents that endanger the state or glorify violence or are racist, pornographic or harmful to youth are being published, and
 - no viruses, worms, Trojans or other links, programs or processes that are potentially harmful to PSI's network or to third parties, including any and all deployed hardware and software, are present or their distribution enabled.
4. Client agrees to indemnify and hold PSI harmless from all third-party claims made against PSI for the violation of legal provisions resulting from the implementation of the contractual relationship. Furthermore, Client agrees to pay any and all of PSI's necessary legal defence costs, including court costs and attorney's fees in the allowable statutory amount, and to hold PSI harmless from these costs. In case of a third-party claim, Client agrees to disclose to PSI immediately and in good faith any and all truthful and complete information at its disposal and to make available the documents required for a review of and defence against any claims made.
5. Within the scope of foreseeable requirements, PSI shall make every effort to ensure the best possible functionality, in line with the applicable customary technical standard, of the software upon which this Agreement is based. However, Client explicitly acknowledges that even state-of-the-art technology cannot guarantee 100% error-free and optimal software or 100% availability of all deployed servers or the ability to create a software program that is completely free of errors. In particular, a defect shall not be deemed to exist when it is caused
 - by the use of unsuitable display software and/or hardware, such as a browser, for example, or by disruptions of communication networks of other operators, or
 - by computer failures at third-parties, for example other providers, or
 - by incomplete and/or non-updated offerings on so-called proxies used for temporary storage, or
 - by outages of servers used by PSI, as long as the outage does not exceed 96 hours within 30 days or is not caused by PSI. In case of an outage that is caused by PSI and that exceeds the above-mentioned time period, Client shall be relieved of his duty to pay for the period of the outage in proportion to the ratio of the period of the outage versus the entire period of publication.
6. The client shall not have the right to make any further claims against PSI. The following possible outage periods, which will be known to Client, shall not be construed as outage time: scheduled maintenance of up to 7 hours per week; unscheduled maintenance of up to 7 hours per week; and times during which PSI sites must, due to technical or other reasons beyond the control of PSI, be taken offline until trouble-free operation can once again be guaranteed.
7. Client agrees to verify the services provided by PSI immediately upon receipt. Any claims for possible defects must be made by notifying PSI in writing within a limitation period of three months from the provision of the service at question. In case PSI fails to satisfy the claims made extrajudicially by the client, claims may be brought to court within another limitation period, which expires six months from the initial provision of same service. In case Client misses one or both of the previously referenced deadlines, Client shall no longer have the right to make any claims against PSI.
8. PSI shall be liable in case of intent or gross negligence. However, in case of a breach of duty caused by ordinary negligence by PSI or its agents, liability shall be limited to foreseeable damages typical of this type of contract. PSI shall not be liable in any other kind of circumstance. In particular, unless PSI or its agents act with gross negligence or intent, PSI shall not be liable for mistakes arising from transmission errors. In any event, the amount for which PSI shall be liable is limited to the compensation agreed upon by the Parties for the services provided by PSI. The aforementioned limitations of liability shall not apply to any bodily harm, injury to health, or loss of life attributable to PSI.
9. During the execution of the project, PSI and Client shall adhere to all valid data protection regulations. If Client obtains personal data resulting from PSI Webshop access, Client may analyse and use such data only in compliance with current data protection regulations. Further, to the extent that Client avails itself of third-party providers to operate systems, Client also agrees to ensure third-party compliance with the data-protection obligations arising from this Agreement. For each violation of the obligations enumerated in the present clause, Client agrees to pay to PSI a contractual penalty in the amount of ten times the cost of the respective order giving rise to the impermissible use of data. Additional claims for damages or any other claims made by PSI against Client shall not be affected.
10. Temporary disruptions of the usability of the PSI Webshop attributable to force majeure shall not affect the contractual relationship. In any and all such cases, PSI shall inform Client immediately. Neither Party shall be liable in the case of force majeure.
11. Neither the distributor's general terms and conditions nor any other contractual terms of the distributor shall apply.
12. There are no verbal side agreements to the membership and service agreement and/or these Terms and Conditions. Modifications or addendums as well as the annulment of the PSI Webshop Agreement and/or these Terms and Conditions must be made in writing to become effective. This includes modifications, addendums or the nullification of this written-form clause itself.
13. This PSI Webshop Agreement and these Terms and Conditions shall be governed exclusively by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts. The exclusive place of jurisdiction for disputes arising as a result of or in connection with the PSI Webshop Agreement or its implementation and/or these Terms and Conditions shall be Düsseldorf in the Federal Republic of Germany.
14. Should individual provisions contained in PSI Webshop Agreement and/or these Terms and Conditions be or become invalid, the effectiveness of the remaining provisions shall remain unaffected. In this case, the Parties agree that any invalid provision shall be replaced by such a valid provision whose effect comes closest to the commercial purpose of the invalid provision.