

General Terms and Conditions for the Use of the PwC Store

1 Scope of Application

- 1.1 PwC Solutions GmbH, Friedrich-Ebert-Anlage 35-37, 60327 Frankfurt am Main (hereinafter “PwC Solutions”) operates the PwC Store at the web address store.pwc.de. At the PwC Store, users can contact the suppliers of products and other services (hereinafter collectively referred to as “Services”) represented on the PwC Store, obtain information about the Services of the suppliers and purchase the Services of the suppliers, both for a fee and at no cost.
- 1.2 The PwC Store is intended exclusively for users who are entrepreneurs (§ 14 German Civil Code (*Bürgerliches Gesetzbuch*)), entities as a legal person under public law or a special fund under public law and who have their registered place of business in Germany. PwC Solutions may require proof of entrepreneurial status from users at any time. The data requested for verification must be provided completely and truthfully.
- 1.3 By using the PwC Store, the user accepts the exclusive validity of these General Terms and Conditions for the Use of the PwC Store (hereinafter referred to as “Terms of Use”). The Terms of Use provide the framework for the utilization of the PwC Store for information and contact purposes and to enable the conclusion of contracts between suppliers and users. The Terms of Use can be accessed and viewed on the PwC Store website.
- 1.4 The legal relationships between PwC Solutions and suppliers are not subject to these Terms of Use. The legal relationships between suppliers and users regarding the Services are concluded exclusively between a user and the supplier of the respective Service in accordance with the underlying commercial and legal provisions of the supplier; PwC Solutions does not become a party to such legal transactions between a user and a supplier, unless PwC Solutions itself is the supplier of the Services.

2 Services Provided by PwC Solutions and Use of the PwC Store

- 2.1 PwC Solutions offers users the opportunity to access information provided by suppliers via the PwC Store and to contact suppliers. Furthermore, PwC Solutions provides users with the opportunity to enter into contracts with suppliers. In this case, PwC Solutions is limited to providing the technical framework for the conclusion of contracts between users and suppliers; PwC Solutions does not provide any further services. In particular, PwC Solutions has no discretion of its own with respect to the conclusion of contracts, does not itself become a party to the contracts, does not act as an authorised agent of suppliers in concluding the contracts, and does not accept any payments from the contracting parties that have to be made under the concluded contracts, nor does it provide payment services.
- 2.2 PwC Solutions does not verify the information provided by suppliers (e.g. descriptions of Services, prices, etc.) in terms of its truthfulness, completeness or timeliness. The respective supplier bears the sole responsibility for the information.
- 2.3 Use of the PwC Store is free of charge for the user.
- 2.4 The user undertakes not to use the PwC Store for any commercial purposes other than those stated in these Terms of Use.

3 Registration at the PwC Store

- 3.1 Registration is required to purchase Services. Registration is reserved exclusively for users in accordance with Section 1.2 of these Terms of Use.
- 3.2 Registration must be completed by providing complete and truthful information in response to the requested data. The mandatory data requested are: the firm, the firm's address, the VAT registration number, the commercial e-mail address and the telephone number, the first name and surname of the authorised natural person, and a personal password for login. The registration of a legal person can only be carried out by an authorised natural person who must be able to be contacted at the requested commercial e-mail address.

- 3.3 To complete the registration process and transmit the registration data, the user must agree to the applicability of these Terms of Use. After completing the registration process, PwC Solutions sends the user a confirmation e-mail. Registration is completed and a user account is created once the user clicks on the link provided in the confirmation e-mail.
- 3.4 The user may view the data entered in the user account. The user is solely responsible for ensuring that the data entered is true, up to date and complete. Requests for changes must be submitted to PwC Solutions in writing, except for password changes, which the user may modify independently.
- 3.5 The users are obliged to ensure that their access data, in particular their password, is not made available to third parties. The user is solely responsible for all actions carried out via the user account. If there is any indication of misuse of the user account or if third parties may have gained knowledge of the access data, the user is obliged to notify PwC Solutions of this immediately.
- 3.6 The users may request the deletion of their user account by sending a written notification to PwC Solutions.

4 Availability of the PwC Store

PwC Solutions endeavours to offer broad availability of the PwC Store within the framework of what is technically feasible and economically reasonable; however, PwC Solutions does not guarantee this. For maintenance work, security and capacity reasons, technical circumstances and events outside the control of PwC Solutions may lead to the PwC Store being temporarily or permanently unavailable or to restrictions in its use. PwC Solutions reserves the right to restrict access to the PwC Store at any time and to the extent necessary, e.g., to carry out maintenance work or to avert or eliminate security risks.

5 Processing of Personal Data

Personal data is collected and used exclusively in accordance with the legal provisions. The data protection declaration can be accessed at the bottom of every PwC Store website under "Privacy Policy".

6 Responsibility

To the extent that the PwC Store provides links to third-party databases, websites, services, etc., e.g., by setting up links or hyperlinks, PwC Solutions is not liable for the accessibility, continued availability or security of these databases or services, nor for their content. In particular, PwC Solutions is not liable for the legality, accuracy, completeness, timeliness, etc., of the content of such databases or services. If PwC Solutions becomes aware of any breaches of law, it will remove the corresponding links or hyperlinks.

7 Suspension of a User Account

- 7.1 PwC Solutions may suspend a user's access to the user account if PwC Solutions determines, in its reasonable discretion, that a) the user's use of the PwC Store violates applicable law or a right of a third party or could be fraudulent or b) the user breaches these Terms of Use, in particular by failing to provide the required data truthfully and/or by not having the required authorisation of disposal/representation.
- 7.2 PwC Solutions will notify the user of the suspension by sending a message to the e-mail address specified in the user account prior to the suspension; this does not apply if the severity and/or urgency of the matter requires immediate suspension.
- 7.3 The suspension can be lifted if the user has resolved the problem that led to the suspension and has informed PwC Solutions of this.

8 Final Provisions

- 8.1 PwC Solutions reserves the right to amend these Terms of Use at any time and without stating reasons. Registered users will be notified of any significant changes to the Terms of Use the next time they log in to the PwC Store and will be asked to agree to the changes in order to continue using the PwC Store. If the user does not agree, further use of the PwC Store will not be possible.
- 8.2 Available languages for concluding of the contract are German and English.
- 8.3 Should any provision of these Terms of Use be or become void, invalid or unenforceable, the validity of the remaining provisions of these Terms of Use shall not be affected thereby.
- 8.4 These Terms of Use are governed by the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- 8.5 The exclusive place of jurisdiction for all legal disputes between the parties arising from or in connection with the Terms of Use is Frankfurt am Main, Germany.

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