



General Terms and Conditions of Use for DKV eServices

Introduction

DKV EURO SERVICE GmbH & Co. KG ("DKV") provides its customers with website functionality, products and services via the DKV website, applications and web services and the software provided for this purpose, hereinafter referred to in short as "eServices". The general terms and conditions of use below govern the rights and obligations of the customer ("user") regarding the use of the eServices provided by DKV.

Right of use and access to content

Subject to the condition that these general terms and conditions of use and applicable contractual supplementary conditions are complied with and that any fees due are paid, DKV grants the user restricted and basic rights to access and use the eServices; this right may not be transferred by sale or any other legal transaction. The user is not allowed to use data mining, robots or similar data capture and extraction programmes.

DKV retains all rights that are not expressly granted to the user in these general terms and conditions of use. Neither the eServices nor any parts thereof may be reproduced, duplicated, copied, sold, resold or used in any other way for commercial purposes without DKV's express consent in writing.

The user undertakes not to misuse the eServices and to use them only as permitted by law. If the user does not comply with these general terms and conditions of use, the right to use the eServices granted by DKV will expire.

The object of these general terms and conditions of use is the use of the eServices provided by DKV using an individual username and the associated password.

Electronic ordering of products

Where products and services can be ordered for a charge in the protected customer area, by selecting the product and clicking on the "Order" button the user submits a binding offer to conclude a contract, which DKV will bindingly accept by sending a confirmation email. The General Terms and Conditions of DKV EURO SERVICE GmbH & Co. KG apply to all transactions triggered in this respect.

Remuneration and payment terms

Where a user fee is charged for the use of any eServices, this will be stated in the respective product description. DKV reserves the right to change these prices after having given prior notice. The respective payment terms are defined in the General Terms and Conditions of DKV EURO SERVICE GmbH & Co. KG.

Term of the contract

Unless stated otherwise in the product descriptions, the contracts concerning the use of the eServices offered by DKV with the customer will be concluded for an indefinite period of time. The contract granting use may be ordinarily terminated by either party with a notice period of one month from receipt of the notice of termination. With the final termination of the contract between the customer and DKV concerning the use of the DKV Card, all other contracts concerning the use of eServices will also be terminated, without the need for separate notice of termination of these contracts. With the termination of the contract granting use, the customer's access to the DKV eServices will be deactivated permanently. If the customer would like to use the DKV eServices again at a later time, a new contract granting use will need to be concluded for this purpose.



Data protection

In the course of providing the eServices, DKV will store and process the customer data required for this purpose. This includes the customer data already held by DKV and its affiliated companies on the one hand and the data entered by the customer/user in the eServices on the other. Further information can be found in the DKV Privacy Statement (<https://www.dkv-euroservice.com/irj/portal/anonymous/datenschutz>).

Warranty / liability

DKV will endeavour to provide the eServices continuously without interruption and with the error-free transmission of data. However, it is not possible to guarantee this due to the nature of the internet. Access to the eServices may occasionally be interrupted or restricted in order to allow the service, maintenance or implementation of new functions or services. DKV will endeavour to limit the frequency and length of these temporary interruptions or restrictions.

DKV will only be liable for the breach of major contractual obligations (cardinal obligations). Otherwise its liability is limited to wilful intent and gross negligence.

DKV will in particular not be liable for the operability and compatibility of the customer's hardware and software. DKV will also not be liable for the temporary failure (loss of availability) of the servers and systems it uses or the data provided by these.

The above limitations of liability do not apply to claims made for injury to life, body or health. The same applies if liability is mandatory under the German Product Liability Act (Produkthaftungsgesetz), if DKV has made a guarantee declaration or if DKV has fraudulently concealed a defect.

Liability for links

The DKV website contains links to external third-party websites; DKV has no influence over the content of these websites. DKV can therefore assume no liability for this third-party content. The content of the linked websites is always the responsibility of the respective provider or operator of the website. The linked websites were checked at the time the links were created for possible breaches of laws. No illegal content was identifiable at the time the links were created. It is not reasonable to constantly check the linked websites unless there is a specific reason to believe that there might be a breach of law. As soon as DKV is aware of any breach of law, DKV will remove such links immediately.

Release from liability by the user

The user undertakes to indemnify DKV against all claims as a result of unauthorised or illegal use of the eServices offered by DKV and for which the user is responsible.

The user will ensure in particular that only secure passwords are used, that its passwords are kept secret and that they are changed at regular intervals and at least every 90 days. DKV recommends specifically to its customers that it considers the following criteria when issuing passwords: Passwords should contain at least eight characters and characters from at least three of the following four groups: Upper-case and lower-case characters, numbers, punctuation and special characters. Passwords that are easy to guess (e.g. date of birth) or trivial (e.g. "1234abcd") should not be issued.



Google Analytics

The DKV eServices use Google Analytics, a web analysis service provided by Google Inc. ("Google"). Google Analytics uses "cookies", text files which are stored on your computers and allow an analysis of the use of the website. The information produced by the cookie on your use of this website will be transmitted to and stored on a Google server in the USA. In the event of IP anonymisation being activated on this website, your IP address will however be shortened beforehand within member states of the European Union or in other states signed up to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA, where it will be shortened. Google will use this information on behalf of the operator of this website to analyse your use of the website, to compile reports on the website activities and perform further services related to the use of the website and internet for the website operator. The IP address transmitted by your browser while using Google Analytics will not be combined with other data held by Google. You may prevent cookies from being stored with an appropriate setting in your browser software; we point out, however, that in this case you will not have full use of all of the functions on this website. You may also prevent data generated by the cookie and relating to your use of the website (including your IP address) being collected and processed by Google by downloading and installing the browser plugin available at the following link: <http://tools.google.com/dlpage/gaoptout?hl=de>.

You can prevent data from being collected by Google Analytics by clicking on the following link. An opt-out cookie will be installed which will prevent your data from being collected when you visit this website in future: <https://tools.google.com/dlpage/gaoptout?hl=de>.

You can find more information on terms & conditions of use and data protection at <http://www.google.com/analytics/terms/de.html> or at <http://www.google.com/intl/de/analytics/privacyoverview.html>.

We point out that all of the websites and applications have had the code "gat._anonymizeIp();" added to them in order to anonymise the IP addresses collected by Google Analytics (so-called IP masking).

Final provisions

DKV reserves the right to make changes to the eServices, terms and conditions at any time. They are subject to these general terms and conditions, the special contract terms and conditions and terms and conditions of use that are in force at the time you use the eServices. If any of these conditions are deemed to be ineffective, invalid or unenforceable for any reason, this will have no impact on the validity and enforceability of the remaining provisions.

These general terms and conditions of use are subject exclusively to German law. The place of jurisdiction is Düsseldorf.