

**GENERAL TERMS AND CONDITIONS<sup>1</sup>**

Status: 1 October 2019

**I.  
Introduction**

- (1) These General Terms and Conditions (T&C) apply to all supply and service relationships between **IZ Immobilien Zeitung Verlagsgesellschaft mbH, Luisenstr. 24, 65185 Wiesbaden** (hereinafter referred to as "IZ") and their users or customers (hereinafter referred to as "customers").
- (2) In addition to the printed version of the specialist journal "Immobilien Zeitung" (hereinafter: "IZ print edition"), IZ offers numerous online services for the real estate industry, including (but not limited to)
  - a. apps and e-paper;
  - b. a website / online news portal ([immobilien-zeitung.de](http://immobilien-zeitung.de)), the contents of which are accessible partly free of charge, partly only after free registration and partly only after the purchase of a paid subscription (hereinafter "package");
  - c. newsletters;
  - d. various databases that are combined under the collective term "IZ Research" on the IZ-Research.de platform and in the "IZ Research" package (here in particular "IZ Comparables", "IZ Transactions Database", "IZ Cities" and "IZ Players", "IZ Housing Market Analysis (WMA)", "IZ Report Finder" etc.); as well as other databases also offered on other platforms ([www.iz.de](http://www.iz.de), [www.iz-jobs.de](http://www.iz-jobs.de), [www.heuer-dialog.de](http://www.heuer-dialog.de) and [www.iz-shop.de](http://www.iz-shop.de)) (including mortgage interest rates, foreclosures, events, courses of study, employers, etc.), all together hereinafter referred to as "IZ databases";
  - e. discounted packages for multiple orders of individual services, here in particular the "Basic Package" and the "Best Practice Package" for job advertisements on [iz-jobs.de](http://iz-jobs.de) (with one-time billing) as well as the "Power Package" (hereinafter referred to as "Power") for "IZ Housing Market Analysis" on [iz-shop.de](http://iz-shop.de) as well as [iz-research.de](http://iz-research.de) (periodic billing);and other online offers (collectively referred to below as the "IZ Platform").
- (3) In addition, IZ operates an internet shop (hereinafter: "IZ Shop") where various goods, including digital content for download, can be purchased (hereinafter: "goods"), as well as an online job market for the real estate industry ([iz-jobs.de](http://iz-jobs.de), hereinafter: "IZ Jobs").
- (4) The IZ print edition, the IZ platform, IZ Shop and IZ Jobs are hereinafter jointly referred to as the "IZ offer".

**II.  
General Rules**

**§ 1 Scope of Application of this Section**

The provisions of this section apply (unless otherwise stated) to every use of the IZ offer, i.e. regardless of whether the use is free of charge after registration of a user account or whether it is subject to a charge after the purchase of a corresponding package.

**§ 2 Copyright**

- (1) The contents of the IZ offer are protected by copyright. The duplication, modification, distribution or storage of information or data, in particular of texts, parts of texts, interactive applications or image material, is only permitted within the limiting provisions of copyright law.
- (2) Any other use of the content – even in extracts – in particular any reproduction, storage, distribution, making available to the public etc. for commercial and/or business purposes, i.e. also storage in database systems in commercial operation, publication on the internet or intranet and the transfer of content or the granting of rights to third parties requires the prior explicit consent of IZ. The use of the contents of the IZ databases is subject to the scope of use according to Section III, § 6 ("Licenses and Usage Rights").
- (3) Corresponding rights, in particular the right to use individual components of the IZ offer for commercial purposes, can be acquired subject to payment according to the information provided at [www.immobilien-zeitung.de/artikellizenz](http://www.immobilien-zeitung.de/artikellizenz).

**§ 3 Liability**

- (1) IZ assures that it will perform its obligations under this contract with the due diligence and customary care.
- (2) IZ has unlimited liability for intent and gross negligence.
- (3) For minor negligence, IZ has unlimited liability for damages resulting from injury to life, body or health of persons. Otherwise, IZ is only liable for minor negligence in the event of a breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the customer can regularly rely (cardinal obligation), and the amount of liability is limited to the damages foreseeable and typical for this type of contract at the time the contract was signed.
- (4) These limitations of liability also apply to vicarious agents of IZ.

**§ 4 Improper Use and Security**

- (1) If the IZ offer is used improperly or in breach of the contractual agreements, IZ is entitled to block or discontinue services for the customer at any time. The customer will be informed of the blockage or suspension and can demand that the blockage or suspension be lifted if there is no misuse.
- (2) The customer will ensure that no viruses from their systems enter IZ's systems. The customer may not bypass or switch off security measures set up by IZ. The customer will report any malfunctions immediately.
- (3) The customer shall refrain from any action that could impair and/or excessively overload the operation of the IZ platform or the technical infrastructure behind it. This includes in particular:
  - a. the distribution of viruses, trojans and other harmful files via the IZ offer, in particular the IZ platform;
  - b. the use of software, scripts or databases in connection with the use of the IZ offer, in particular the IZ platform;
  - c. blocking, overwriting, modifying, copying data and/or other content, insofar as this is not necessary for the proper use of the IZ offer, in particular the IZ platform.

<sup>1</sup> The legally binding German version of the General Terms and Conditions can be found at <https://www.immobilien-zeitung.de/agb>. This English version is provided to customers for information purposes only.

## § 5 Availability

- (1) The IZ platform is made available to the customer via the internet. IZ will make every effort to offer a continuous, uninterrupted operation of the platform. This is naturally limited to services over which IZ has an influence. However, the customer acknowledges that it is not technically feasible to ensure complete, uninterrupted availability of the platform. In particular, IZ is at liberty to restrict access to the platform temporarily, in whole or in part, due to maintenance work, capacity problems and events that are beyond its control. IZ regularly carries out maintenance work on the systems used to ensure the security of network operation, to maintain network integrity, interoperability of services and data protection. IZ will carry out maintenance work during periods of low usage as far as this is possible. If longer performance restrictions are required, IZ will inform the customer in advance of the type, extent and duration of planned impairments.
- (2) IZ reserves the right to change the technical standards and security features if the change serves to improve security, if the change is required by law or by the authorities or if the change does not involve any significant disadvantages for the customer. The customer does not have a claim to the creation or maintenance of certain functionalities.

## § 6 Free Use of the IZ Offer

- (1) By simply registering, the customer can receive free access to the IZ offer, in particular to the IZ platform, with a very limited scope of services. The customer has no claim to the access or specific service features.
- (2) The scope of services of this free access can be restricted by IZ at any time and without prior notice or justification.
- (3) In addition, the provisions of Section III. apply accordingly to free access, however with the provision that no fee is payable and there is no fixed term of contract, but access can be terminated by both parties at any time in the ordinary course of business.

## § 7 Data Protection

- (1) IZ takes the protection of its customers' personal data very seriously and adheres strictly to the rules of the data protection laws (including DSGVO; BDSG).
- (2) The guidelines on data protection, available at <https://www.immobilien-zeitung.de/datenschutz> must be observed in this context.

## § 8 Retention of Title

- (1) IZ reserves the right of ownership of the delivered products for customers who are commercial customers until all receivables from the entire business relationship (regardless of the legal grounds) with the customer have been settled. However, IZ undertakes to release the securities to which it is entitled to according to the above sentence if their realizable value exceeds the receivables to be secured by more than 15% and the customer demands their release. IZ reserves the right to determine the products to be released.
- (2) With regard to customers who are not commercial customers, IZ reserves the right of ownership of the delivered products until the purchase price or fee has been paid in full.

## § 9 Online Settlement of Disputes

According to Regulation (EU) No. 524/2013 of the European Parliament and of the Council from May 21, 2013 on online settlement of consumer disputes, the EU Commission has established an internet platform for the online settlement of disputes ("OS Platform") between businesses and consumers. This platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr>. IZ is generally neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

## § 10 Special Regulations for Businesses within the Context of § 14 BGB

- (1) These General Terms and Conditions shall also apply to businesses for all future business relations, even if they are not expressly agreed again. The inclusion of general terms and conditions of a customer which contradict our general terms and conditions is hereby already contradicted.
- (2) The validity of the provisions of § 312i para. 1 sentence 1 no. 1-3, sentence 2 BGB is excluded for contracts with businesses.
- (3) In the case of the dispatch of goods, the performance and price risk shall pass to the customer when the goods are handed over to the company commissioned to carry out the dispatch.

## § 11 Additional Regulations

- (1) All disputes between the parties shall be exclusively governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Place of performance is Wiesbaden.
- (2) The place of jurisdiction for all disputes arising from and in connection with these General Terms and Conditions, regardless of the legal basis, is Wiesbaden, provided that the customer is a merchant, a legal person under public law or a special fund under public law.
- (3) All amendments or supplements to these General Terms and Conditions or the underlying contract must be made in writing (§ 126b BGB). The customer's general terms and conditions will only become part of the contract if IZ has expressly agreed to this in writing.
- (4) IZ can change or supplement the terms and conditions of the contract at any time. The customer will be notified of the changes or additions by e-mail at least six weeks before they take effect. If the customer does not agree with the changes, they can object to the changes in text form with a period of one week before the changes or additions are intended to take effect. If the customer does not object, the changes or additions to the contractual terms and conditions shall be deemed to have been approved by the customer. IZ will specifically draw the customer's attention to the intended significance of its conduct when notifying the customer of the changes or additions to the terms and conditions of contract.
- (5) If individual provisions of these General Terms and Conditions are or become invalid, the validity of the remaining provisions shall remain unaffected.

## III. Paid Services

### § 1 Conclusion of a Contract

- (1) The purchase of the IZ print edition can be made in connection with access to the IZ platform in various packages with different features. A distinction is made in this respect between the "Basic", "Premium" and "Research" packages.
- (2) The scope of the packages applicable at the time the contract is made and the prices valid at that time will be presented as part of the presentation of the packages on the IZ platform and, if applicable, in a paper order form or other communication media.
- (3) The corresponding presentation of the packages does not constitute a binding application for the conclusion of a contract. Rather, it is a non-binding request to order our products.

- (4) For online orders of the packages "Basic" and "Premium" within the framework of the IZ Platform, the following points apply:
  - a. By clicking on the button "Order & Pay" the customer submits a binding offer to conclude a contract.
  - b. Once the offer has been received, the customer will receive an automatically generated e-mail in which IZ confirms that it has received the order (confirmation of receipt). This confirmation of receipt does not constitute acceptance of the customer's offer.
  - c. A contract is only formed when IZ expressly declares acceptance of the offer, IZ releases the package booked by the customer for use or (if earlier) when the first issue of the IZ print edition arrives at the customer's premises.
- (5) The following applies to orders for the "Research" and "Power" packages as well as job advertisements and job advertisement packages in the "Employer" section on iz-jobs.de:
  - a. The "Research", "Power" packages as well as all offers for job advertisements are aimed exclusively at businesses within the definition of § 14 BGB.
  - b. It is not possible to enter into a contract online.
  - c. The customer can contact IZ via the IZ online offer or in some other way. The customer will then be provided with an order form. By sending the signed order form to IZ, the customer submits a binding offer to enter into a contract.
  - d. A contract is only made once IZ expressly declares acceptance of the offer, IZ releases the package booked by the customer for use or (if earlier) when the first issue of the IZ print edition arrives at the customer's premises.
- (6) If the customer does not order the "Basic" and "Premium" packages online, but orders them elsewhere (e.g. using an order form), paragraph 5 c. and d. will apply accordingly.
- (7) Insofar as the customer acquires further individual services within the course of their usage, which are not already included in the scope of their package, the regulations for the IZ Shop (Section IV.) apply accordingly for these orders.

## § 2 IZ Services

- (1) With the exception of the "Power" package and the job advertisement packages, all packages contain the IZ print edition as part of the selected package. Unless otherwise stated, delivery will be made from the next issue available after the contract is signed.
- (2) As part of the selected package, IZ also grants the customer access to the contents of the IZ platform including the IZ databases. The specific scope of services depends on the package booked by the customer.
- (3) The selected package enables a certain number of users from the customer's company to access the IZ platform. IZ provides the customer with a separate, personal access data for each user ("single user access"; so-called "named user" principle).
- (4) With regard to the IZ platform, in particular with regard to the IZ databases, IZ is at liberty to expand, restrict or change the scope of services, provided that the purpose of the contract is not or only insignificantly impaired for the customer. If these changes lead to a significant restriction of the scope of services, the customer is entitled to make an exceptional termination of the contract within six weeks of the occurrence of the significant restriction. If the customer does not exercise this right, the contract shall be continued with the altered scope of services.
- (5) The contents of the IZ databases enable the customer to carry out their own market analyses based on the information provided. The customer is aware that the data provided by IZ is partly based on publicly accessible data and information or data and information provided to IZ by third parties that cannot be verified, but is also based on estimates, forecasts and probability calculations that may differ from actual values in the past and present as well as from developments in the future. The results provided by IZ can therefore only be an aid to the customer's own decisions.
- (6) If use of the IZ offer for test purposes is agreed to be limited in time and/or content and/or at a reduced price, the precise scope of functions and services will be determined in the specific offer. There is no entitlement to use certain functionalities during the test period.
- (7) The IZ print edition will be delivered by IZ or a service provider selected by IZ to the delivery address given to the publisher when the order is placed or later.

## § 3 Customer Obligations

- (1) The customer is obliged to pay the agreed fee to IZ by the agreed payment deadline.
- (2) Insofar as IZ offers reduced rates for students, these will only apply up to and including the age of 30. In addition, these conditions are only granted on presentation of valid, official proof (certificate of enrolment or similar), which must be provided immediately. Subsequent evidence must always be submitted to the IZ automatically and immediately after expiry of the original certificate. If no valid proof is available or if the student has exceeded the age of 30, the IZ is entitled to charge the customer the full subscription price in the next invoice.
- (3) The customer is responsible for keeping the access data strictly confidential and is obliged to prevent its misuse. The customer must keep this data safe and prevent third parties from accessing the access data by taking appropriate measures. It is prohibited to pass on the access data to unauthorised third parties. The customer shall also oblige any user, who receives personal access data within the scope of the agreed licenses, to equally keep their access data secure and confidential.

## § 4 Prices; Price Increases; Billing

- (1) The fee for services provided by IZ is based on the prices stated for the selected package.
- (2) With the exception of the "IZ Research" and "Power" packages and all job advertisements for employers, the prices quoted are gross prices and include the applicable statutory value-added tax. All prices in the "IZ Research" and "Power" packages as well as all job advertisements are net prices and are subject to the applicable statutory value-added tax.
- (3) The fees for the entire contract period are due for payment before the contract period begins.
- (4) Insofar as IZ extends the scope of services on the IZ platform for the package selected by the customer more than only marginally, IZ is entitled to increase the prices appropriately, i.e. in proportion to the extension that has occurred. In particular, the "IZ Research" package constitutes a significant expansion of the scope of services if new databases are included in the package and/or the content or scope of use of the existing databases has been significantly enhanced and this is indicated by a new major release number.
- (5) In addition, IZ is also entitled to increase prices if these do not exceed 8% of the previously valid price for the selected package within one year of the last price increase and the price increase corresponds to the increase in costs incurred by IZ for the production and provision of the products, in particular the costs required for the production, printing and dispatch of the IZ print edition including supplements, the maintenance, servicing and further development of the technical and personnel infrastructure used for the provision of services or the costs required for the licensing of third-party works. Any cost savings incurred by IZ must be taken into account.
- (6) Price increases (in accordance with Paragraph 4 and/or 5) will become effective at the start of the next billing period (start of the next contract period, see Paragraph 3) after the customer has received notification of the change. The customer shall be entitled to terminate the contract for exceptional reasons within four weeks of notification of the price increase to the date on which the price increase takes effect. If the customer does not exercise this right and if the customer was informed of this legal consequence in the notification of the price increase, the contract shall be continued at the amended prices.
- (7) Billing is by invoice, direct debit or another payment method offered by IZ and selected by the customer. If payment is made by direct debit, the customer must bear any costs that arise as a result of a reversal of a payment transaction due to insufficient funds in the account or due to incorrect bank details provided by the customer.
- (8) If the customer defaults on a payment, the customer shall be obliged to pay IZ, if the customer is a consumer within the definition of § 13 of the German Civil Code (BGB), the statutory default interest in the amount of 5 percentage points above the base interest rate, and if the customer is a business within the definition of § 14 of

the German Civil Code (BGB), the statutory default interest in the amount of 9 percentage points above the base interest rate. We reserve the right to assert a claim for damages.

- (9) If the customer chooses payment by invoice, IZ is entitled to carry out a credit check in individual cases. This can also be carried out after signing the contract. If a negative result is obtained, IZ is entitled to withdraw from the contract.
- (10) An offsetting of the customer's liabilities from this contract is only permitted with claims against IZ that have already been legally established or recognized by IZ or are not disputed.

## § 5 Duration, Termination

- (1) The duration of the contract depends on the duration chosen by the customer when ordering the package (yearly, half-yearly or quarterly contract duration).
- (2) The contract is automatically renewed unless it is terminated in writing (e.g. by letter, fax or e-mail) with a notice period of 4 weeks ("Basic" and "Premium" packages) or 12 weeks ("Research" and "Power" packages) before the end of the respective contract term. The extension period corresponds in each case to the original contract duration.
- (3) The right of both parties to extraordinarily terminate the contractual relationship on important grounds remains unaffected. An important reason is present in particular if the parties violate essential obligations (cardinal obligations) of the contract. A significant breach of obligation on the part of the customer is deemed to have occurred in particular if the customer does not meet their obligations to pay the fee despite receiving a reminder or if the customer misuses the IZ platform, in particular the IZ databases. In particular, misuse shall be deemed to have occurred if, repeatedly and despite a request by IZ to refrain from doing so, more users access the IZ platform than the license acquired allows, or if data originating from the IZ platform is passed on to third parties as defined in § 7 (4) of this agreement.
- (4) A termination of the contract outside the selected term (premature termination) is possible. In this case, the IZ reserves the right to charge a processing fee. This is a flat-rate fee of EUR 35 for cancellations of the Basic and Premium packages and 25% of the contractually agreed annual fee if the IZ Research package is cancelled.

## § 6 Licences and Usage Rights

- (1) Depending on the package selected, a certain number of individual user accesses are provided for the customer's company. In each case this is a personal license (named user), which only entitles the named user to use the IZ platform. The access data is personalized. It is prohibited to pass them on to third parties.
- (2) The use of individual user access is only permitted within a company of the customer. The agreed number of accesses to the IZ platform can be used simultaneously by several individual users.
- (3) For the duration of the contract, IZ grants the customer a simple, non-sublicensable and non-transferable right to use the IZ platform and its applications / databases (including the individually created files / reports in digital and printed form).
- (4) The customer may store the data provided to them within the scope of the IZ databases on their own storage media, incorporate it into their own databases, market analyses and other evaluations and also use it to advise their own customers. However, the customer is not entitled to use the data and other content provided in any other way than contractually agreed and provided for by the IZ platform. In particular, the extraction of information that goes beyond pure data (for example press articles and images) is only permitted to the extent permitted by law.
- (5) In particular, it is not permitted to use the content, data and other results provided within the scope of the IZ databases to build up or supplement one's own database (whether commercial or non-commercial), which is made publicly accessible and/or competes with the IZ databases.
- (6) IZ is entitled to individually personalize the content with visible and invisible labels to enable the investigation and legal prosecution of misuse. The customer is not authorized to remove copyright notices, trademarks or other legal restrictions from content.

## § 7 Liability and Warranty

- (1) The customer is aware that the data provided within the scope of the IZ databases is partly based on publicly accessible data and information or data and information provided to IZ by third parties that cannot be verified, but also on estimates, forecasts and probability calculations that may deviate from the actual values of the past and present as well as from developments in the future. IZ is therefore not liable for decisions made by the customer on the basis of the data in the IZ databases that turn out to be incorrect or inaccurate in retrospect.
- (2) IZ shall not be liable for the loss of data or individual reports (Excel sheets etc.) generated by the customer when using the IZ databases insofar as the damage is due to the customer's failure to carry out sufficient data back-up (e.g. by local storage) and thereby ensure that lost data can be restored with reasonable effort.
- (3) With regard to IZ's liability, the regulations in Section II, § 3 apply. The regulations of the law on service contracts according to §§ 611 ff. of the German Civil Code (BGB) also apply to making the IZ platform accessible.

## IV. Regulations for the IZ Shop

### § 1 Formation of Contract

- (1) The presentation of goods in the IZ Shop does not represent a binding request to sign a sales contract. Rather, it is a non-binding request to order goods in the IZ Shop.
- (2) By clicking on the button "Order & Pay" the customer submits a binding offer to purchase.
- (3) Once the purchase offer has been received, the customer will receive an automatically generated e-mail with which IZ confirms that the order has been received (confirmation of receipt). This confirmation of receipt does not constitute acceptance of the purchase. The confirmation of receipt does not yet constitute a contract.
- (4) A purchase contract for the goods is only concluded if IZ expressly declares acceptance of the purchase or if IZ sends the goods to the customer or has them sent – without a prior express declaration of acceptance – or, if the goods are digital content for downloading, if IZ makes the content available for downloading.

### § 2 Prices and Payment Terms

- (1) Prices stated on the product pages include the statutory value-added tax and other price components and do not include the respective shipping costs, if applicable.
- (2) Billing is by invoice, cash on delivery or another payment method offered by IZ and chosen by the customer. If payment is made by credit card, the credit card account will be debited in the amount of the agreed payment when the order is placed. If payment is made by direct debit, the customer must bear any costs arising from a reversal of a payment transaction due to insufficient funds in the account or due to incorrect bank details provided by the customer.
- (3) If the customer defaults on a payment, the customer shall be obliged to pay IZ, if the customer is a consumer within the definition of § 13 of the German Civil Code (BGB), the statutory default interest in the amount of 5 percentage points above the base interest rate, and if the customer is a business within the definition of § 14 of the German Civil Code (BGB), the statutory default interest in the amount of 9 percentage points above the base interest rate. We reserve the right to assert a claim for damages.
- (4) Offsetting by the customer is only permitted if their counterclaim has been legally established, is not disputed or acknowledged by IZ or is in a close synallagmatic relationship with IZ's claim.

- (5) The customer may only exercise a right of retention if their counterclaim is based on the same contractual relationship.

### § 3 Delivery, Shipping Costs and other Regulations

- (1) Delivery is made by IZ or by a service provider selected by IZ to the delivery address specified in the order.
- (2) If the value of the goods is less than EUR 50, the shipping costs (unless expressly stated otherwise) amount to EUR 7 within Germany, EUR 10 within the rest of Europe and EUR 20 outside Europe. The delivery is free of shipping costs if the value of the order exceeds EUR 50 within Germany, EUR 100 for shipping within Europe and EUR 150 for shipping outside Europe.
- (3) When ordering digital content (PDF, e-paper, etc.), delivery is provided by making a download option available.

## V.

### Right of Withdrawal from Contracts According to Sections III. und IV.

#### § 1 Withdrawal Instructions

- (1) In the event that you are a consumer within the definition of § 13 BGB (German Civil Code), i.e. if you make the purchase for purposes that can predominantly be attributed neither to your commercial nor your self-employed professional activity, you have a right of withdrawal in accordance with the following provisions.

#### Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving reason for doing so. The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, have taken possession of the goods (in the case of a contract for the regular delivery of goods over a specified period of time: first) or, in cases where no goods are dispatched, have or had gained access to the digital content. In order to exercise your right of withdrawal, you must inform us, IZ Immobilien Zeitung Verlagsgesellschaft mbH, Luisenstr. 24, 65185 Wiesbaden, telephone: 0611/97326-0, fax: 0611/97326-31, e-mail: info@iz.de by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to withdraw from this contract.

You may use the sample withdrawal form in § 2 of this section, but this is not mandatory.

In order to comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

#### Consequences of a Withdrawal

If you withdraw from this contract, IZ must repay all payments that IZ has received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by IZ), immediately and at the latest within fourteen days from the day on which IZ receives notification of your withdrawal from this contract. For this repayment, IZ will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged for this repayment.

You shall bear the direct costs of returning goods.

- (2) The right of withdrawal expires in the case of a contract for the supply of digital content if IZ begins to fulfil the contract with your express consent and you have confirmed to IZ that you are aware that you lose your right of withdrawal with regard to the digital content as a result of your consent at the start of the execution of the contract.
- (3) There is **no right of withdrawal** in the following cases:
- a. Contracts for the delivery of computer software in a sealed package if the seal was removed after delivery;
  - b. Contracts for the supply of goods which are not pre-packaged and for the production of which an individual option or provision by the consumer is decisive or which are clearly tailored to the personal needs of the consumer;
  - c. Contracts for the supply of newspapers, journals or magazines, other than subscription contracts.

## § 2 Sample Contract Withdrawal form

If you wish to withdraw from the contract, you can fill out this form and return it to IZ. However, the use of this form is not mandatory.

To  
IZ Immobilien Zeitung Verlagsgesellschaft mbH  
Luisenstr. 24,  
65185 Wiesbaden,  
Fax: 0611/97326-31,  
E-Mail: info@iz.de

I/we (\*) hereby withdraw from the contract concluded by myself/us (\*) for the purchase of the following goods (\*)/ the provision of the following service (\*)

- Ordered on (\*) / received on (\*)
- Name of consumer(s)
- Address of consumer(s)
  
- Signature of Consumer (only for written notifications on paper)
- Date

\_\_\_\_\_

(\*) Delete as appropriate.