

Terms & Conditions for Risk Suite On Demand Services

1. Scope of Application

- 1.1. The following Terms and Conditions (herein after "**Terms**") of *Munich Re Service GmbH, Königinstr. 107, 80802 München* (herein after "**MR Service**", „we“, „us“ or „our“) shall apply exclusively.
- 1.2. These Terms only apply vis-à-vis entrepreneurs pursuant to § 14 (1) of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) and legal entities under public law and special funds within the meaning of § 310 (1) BGB. An entrepreneur within this meaning means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.
- 1.3. In order to meet its contractual obligations, we may at any time use qualified subcontractors, in particular companies of the Munich Re Group (e.g. Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München, having its office at Königinstr. 107, 80802 Munich).

2. Risk Suite Credits, purchase and access on demand

- 2.1. In this On Demand Service ("**ODS**"), we offer you credits points (the "**Risk Suite Credits**") that serve as means of payment for various services of the Munich Re Risk Suite.
- 2.2. The purchasing system of the ODS consists of a 2-step-procedure:
 - (1) You may purchase a selected amount of Risk Suite Credits;
 - (2) Afterwards, you may use the Risk Suite Credits to purchase and access on demand various services within the Munich Re Risk Suite.
- 2.3. The purchasing process for Risk Suite Credits is further described in sec. 3. The access to the Risk Suite services is further described in sec. 4.

3. Purchase of Risk Suite Credits

- 3.1. The presentation of Risk Suite Credits in our ODS does not constitute a legally binding offer, but merely an invitation to place orders (*invitatio ad offerendum*).
- 3.2. In our ODS, you can select the displayed amount of credits and put it in the shopping cart via a click on the respective button. To finish the order, you may click on the shopping cart symbol, from where you will be guided through the remaining part of the order process, i.e. the "Checkout" which will subsequently open a page that will require to enter the relevant data for the invoicing. Until this stage, you can correct the input or can decide not to enter the contract. Only by subsequently confirming the order and entering the payment details, you place a binding order.
- 3.3. Immediately after placing the binding order and once the payment is effected, a purchase contract comes into existence and you are credited with the Risk Suite Credits on your ODS account.

4. On demand access to the Risk Suite services

- 4.1. You may spend the Risk Suite Credits on various services offered by the Munich Re Risk Suite which is constantly being expanded.
Each service may have a different price, i.e. number of Risk Suite Credits which will be indicated to you before they are subtracted from your account. You may then choose to confirm and immediately access the requested service.

5. Registration as a user

- 5.1. The registration for clients for our ODS is free of charge and available to B2B customers only. Please fill out the registration form in the ODS in a complete and truthful manner. You are required to keep the password secret and not to disclose it to third parties.
- 5.2. You are not obliged to buy any of the services only due to the registration.
- 5.3. If any information changes, you are responsible for its update in your ODS account.

6. Remuneration, Due Date, Default in Payment, Set-off, Right of Retention, Assignment

- 6.1. Statutory VAT is included in the prices of MR Service only where required by law, i.e. for customers in Germany. The VAT ID is examined with customers in located Germany and in a member state of the European Union. All other worldwide customers are solely responsible for payment of any amount of VAT as required under applicable law.
- 6.2. Payment of Risk Suite Credits can be made only via credit card. The purchase price is due immediately after confirming the order.

7. Validity of Risk Suite Credits

The Risk Suite Credits are valid three (3) years from the date of purchase. Beyond this date, the Risk Suite Credits will expire without compensation. You will receive a timely reminder per email before their expiry.

8. Liability

- 8.1. You are solely responsible for the use of the ODS, i.e. you may be hold liable for any use of the ODS made through your account. Our liability is excluded if you use the ODS in breach of contract.
- 8.2. However, our liability is not excluded
 - (1) for claims resulting from injury to life, body and health,
 - (2) for damage due to willful intent or gross negligence on its part or that of its representatives or agents, as well as,
 - (3) for damage falling under a guarantee.
- 8.3. Furthermore, our liability is limited to a maximum of 100% of the agreed annual fees per incident, and limited to a maximum of 200% of the average annual fees for the duration of the contract, for damages due

to other negligent conduct on our part or that of our legal representatives or agents.

- 8.4. The above provisions apply accordingly to reimbursement of futile expenses, irrespective of the legal basis.
- 8.5. Liability under the German Product Liability Act ("Produkthaftungsgesetz") is not affected.

9. Data Protection

- 9.1. We ensure the security of the data entered by you into the ODS with respect to applicable data protection law. We will in particular oblige employees and other agents we deploy to maintain confidentiality and data protection pursuant to the requirements of the GDPR, and provide evidence of this upon request.
- 9.2. You may make use of the "Export of Personal Data" function within the ODS under "My Account".
- 9.3. You may execute your "right to be forgotten" by getting in contact with us.

10. Place of Performance, Jurisdiction, Applicable Law

- 10.1. Place of performance shall be the seat of MR Service, currently in Munich, Germany.
- 10.2. Munich shall be the place of jurisdiction for all disputes arising from the business relationship.
- 10.3. The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on the International Sale of Goods shall be excluded.
- 10.4. If individual provisions of these Terms are ineffective, statutory laws, the Terms as a whole remain unaffected. The contractual parties shall amicably decide to replace the ineffective provision by a legally effective provision, which comes closest to the commercial purpose of the ineffective one. The aforementioned provision shall accordingly apply in case of gaps.

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