

*Knowledge Transfer*

# *Terms and conditions for the use of PwCPlus*

PwCPlus Terms of  
use

August 2020

---

# *Content*

---

<i>1. General</i>	<i>3</i>
<i>2. Access to PwCPlus</i>	<i>4</i>
<i>3. Coverage</i>	<i>5</i>
<i>4. Liability</i>	<i>6</i>
<i>5. Data protection</i>	<i>7</i>
<i>6. Term and Termination</i>	<i>8</i>
<i>7. Applicable right, court state</i>	<i>9</i>
<i>8. Change of these terms of utilisation and safeguarding clause</i>	<i>10</i>

---

# 1. General

The following terms and conditions define all rights and responsibilities for the use of PwCPlus, the exclusive area for registered members ('user'), between PricewaterhouseCoopers GmbH WPG, Friedrich-Ebert-Anlage 35-37, 60327 Frankfurt am Main, Germany ('PwC) and the user ([www.pwcplus.de](http://www.pwcplus.de)).

These terms apply to all services provided by PwCPlus, unless otherwise agreed.

PwCPlus is a research platform partly liable to fees from PwC. Registered users have access to various modules of online commentaries/ e-publications from selected laws and standards as well as access to our PwC Knowledgebase. Every newly registered user has the opportunity to check the chargeable areas of PwCPlus free of charge according to these terms and conditions.

PwC offers its chargeable services exclusively to clients who are entrepreneurs (§ 14 GERMAN CIVIL CODE BGB), a legal entity under public law or a special fund under public law; PwC does not accept requests from consumers.

By clicking the registering field and sending your request, you herewith declare that you have read the conditions and agree to them.

The terms of use can be downloaded and printed from here: <https://pwcplus.de/media/pwcplustermisandconditions.pdf>

PwC reserves itself technical changes and additions for improvement, a right for permanent availability of PwCPlus is not given.

Contracts for the use of a chargeable PwCPlus subscription will not be done via internet. In case of interest you will receive a written agreement for a chargeable subscription.

---

## ***2. Access to PwCPlus***

1. Registration will be done by filling in the requested data into the registration mask. The requested data should be filled in truthfully, changes have to be entered immediately in the administration area.
2. The system will create an activation link for setting a password after registration which will be sent to you via e-mail for login. This authorization is personal and it is not allowed to give it to third parties.
3. The user is obliged the secrecy of the login-data and the password. It is not allowed to pass the login-data and the password to third parties. The user shall keep the username and password secure. He has to change the password immediately if he has reason to believe that third parties have acquired knowledge. By reasonable suspicion of account abuse, PwC has to be informed immediately.
4. When creating the password the following safety issues have to be on focus
  - The user-created password must:
    - Be at least eight characters long
    - Include at least one numeric character
    - Include at least one capital letter
    - Include a minimum of one small letter
  - In addition to that, it is strongly recommended:
    - Not to use personal information that third parties can easily guess or find out, like name, telephone number or your date of birth
    - Not to use your own e-mail address
    - To change your password within regular periods (approx. 90 days)
    - Not to use a password twice
5. PwC will never hand over the password to third parties and will never ask a user via e-mail or telephone for safety information.

## **3. Coverage**

1. For the use free of charge of PwCPlus, the user receives a non-exclusive, non-transferable, limited to the duration of the trial subscription right of use.
2. The user is permitted to the provided information of PwCPlus for his own use in the memory of his computer to download, save it to his computer or print. The permanent, systematic archiving of the provided information for their own use, a disclosure to third parties is not permitted.
3. Systematic downloading of data and the creation of systematic collections, the removal of copyright notices such as logos, trademarks, names or other legal reservations, using the downloaded data to produce more than just single copies, for storage in networks such as intranets or for making copies that are not used exclusively for personal use, is not permitted.
4. For all advanced use, especially transferring or performance to or from third parties or commercial use, PwC has to provide a written permission.

## 4. *Liability*

1. In PwCPlus and the services offered by the platform there is also information which comes from other suppliers (e.g., supervisory authorities, German Central Bank, courts, etc.) as well as connections (links) to the internet sites of other suppliers. The accessible PwCPlus foreign third party contents that are not the own contents of PwC are not subject to review by PwC. Hence, PwC is not liable for timeliness, completeness and accuracy, and does not guarantee that they do not hold harmful software (e.g. viruses). Any use of the information is therefore at user's risk.
2. The information and explanations coming from PwC refer as a rule to concrete circumstances which were given at the time of processing for review. Hence, they cannot serve as a substitute with an individual consultation of the user in knowledge of the concerning circumstances. It is not possible to transfer them just like that on other circumstances and to draw conclusions out of this. In this respect PwC can take over no guarantee for the effects which arise from the use of the information provided in PwCPlus and the services offered by the platform on concrete circumstances by the user.
3. PwC has no influence on the transport of data on the internet. Hence, PwC takes over no guarantee that e-mail news or other communication is read by third parties or is changed, can get lost or be struck with viruses.
4. PwC's liability for claims of compensatory damages of any kind – except for damages resulting from injury to life, body or health – for an individual case of damages resulting from negligence is limited pursuant to § 54a (1) no. 2 WPO ('Wirtschaftsprüferordnung': Law regulating the profession of Wirtschaftsprüfer) to € 4 million. An individual case of damages also exists in relation to a uniform damage arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty.
5. The user is responsible for all activities which are carried out while using his account, also by third. This does not apply if the user is not responsible for the misuse of his user account.

## ***5. Data protection***

PwC's privacy policy applies, which can be accessed via the following link:  
<https://pwcplus.de/en/privacy-policy/>

## ***6. Term and Termination***

1. The use of PwCPlus is unlimited in time. The fee-based area of PwCPlus is provided to the user for a limited period of 30 days for free and without obligation. In case that other term provisions were agreed upon between the user and PwC in the context of the use of fee-based PwCPlus services, the other agreed terms shall apply. This also applies to other provisions agreed to terminate.
2. The right for immediate termination is reserved. Especially in the case of suspected unauthorized disclosure of the access, PwC has a right to immediate termination of PwCPlus.
3. Upon termination, the user account is locked and the user's data will be erased.



## ***7. Applicable right, court state***

The terms of utilisation are defeated by the right of the Federal Republic of Germany. Legal venue for all disputes from the contractual relationship is Frankfurt am Main if the user is a businessman or a legal entity of the public right or public law special property.

## ***8. Change of these terms of utilisation and safeguarding clause***

1. PwC reserves itself to change the terms of utilisation at any time and without naming any reasons. The changed conditions are sent to the users via e-mail two weeks before their introduction at the latest. If a user of the validity of the new terms of utilisation does not contradict within two weeks after receipt of e-mail, the changed terms of utilisation are valid as accepted. The importance of the two-week period will be mentioned in an e-mail, which contains the changed conditions.
2. Should single regulations of the terms of utilisation be ineffective at all or partially or will become impracticable, this does not touch the effectiveness of the remaining regulations. For this case, the invalid or unenforceable provision will be replaced by a valid or enforceable provision which the meaning and purpose of economic intent equal to or as close as possible. The same applies for the case of a gap.