

## Terms of Use for TAG web pages

### Art. 1 Scope of application

1. The use of these web pages offered by TAG Immobilien AG and/or its subsidiaries (hereinafter also referred to as “TAG” or the “TAG Group”) is solely permissible on the basis of these Terms of Use. By taking up use, the application of these Terms of Use in its prevailing version from time to time is accepted.
2. TAG grants the user a non-exclusive and non-transferable right to use the information and documentations made available on TAG’s web pages to the extent agreed or according to the purpose pursued by TAG in making such web pages available.
3. TAG shall be entitled to discontinue the operation of the TAG web pages wholly or in part at any time. Owing to the properties of the Internet and of computer systems, TAG shall assume no warranty whatsoever for uninterrupted availability of the TAG website.

### Art. 2 Obligations of the User

1. When using TAG’s website, the user may not
  - violate any industrial and intellectual or any other property rights,
  - transmit any content that includes viruses or any other malware,
  - enter, save or send any hyperlinks or content without authority to do so, especially if these hyperlinks or content violate secrecy obligations or are legally contested, and
  - act *contra bonos mores*.
2. TAG may block access to a TAG website at any time, particularly when users violate any obligations under these Terms of Use.

### Art. 3 Copyright

1. Texts, images, graphics, sound and video files made available by TAG or the TAG Group for **download** are subject to German copyright law and other legislation for the protection of intellectual property rights. Such items may be used exclusively for editorial reporting but neither for advertising nor commercial purposes. Their sense and meaning may not be altered by own editorial addenda. Any disclosure, copying, editing and use on media that do not serve to foster editorial reporting without the prior consent of TAG is prohibited.
2. Contributions by third parties are designated as such.
3. TAG reserves the right to revoke or restrict the permission granted for use at any time and in each individual case.

### Art. 4 Exclusion and restriction of liability

1. If any information or documentation is made available gratuitously, liability for any factual and legal deficiencies in such information and documentation, in particular for their accuracy, correctness, freedom from protection and intellectual property rights of third parties, completeness and/or usability – save for intent or malice – shall be excluded.
2. Even though TAG makes its best efforts to keep the TAG websites free of viruses, TAG does not warrant that they are virus-free. Before downloading any information and documentation, the user shall – for his or her own protection as well as to prevent viruses appearing on TAG’s website – ensure -an appropriate level of security precautions and anti-virus software. This shall not give rise to a reversal of the burden of proof at the expense of the user.

3. The TAG website contains links to external websites of third parties, on whose content TAG has no influence. Accordingly, no liability is assumed for any such third-party content. The respective operator or provider of linked pages is always responsible for the content of thereof. Even if the linked pages were reviewed for possible legal violations at the time the relevant links were created, it is not possible for TAG to permanently carry out content-related inspections of such linked pages.
4. Even though the content of such pages was prepared with utmost care, TAG cannot assume any liability whatsoever for the accuracy, completeness and current status of the content in question. As a service provider in accordance with Section 7 (1) of the German Telemedia Act (TMG), TAG is solely responsible for own content on these pages in accordance with the general laws. Pursuant to Sections 8 to 10 of TMG, however, TAG is not obliged to monitor any external or third-party information received or stored or to search for circumstances indicating that some form of unlawful activity is involved. Obligations to remove or block the use of information according to the general laws in force shall not be affected by the above. Such liability shall apply only from the point in time at which a specific legal breach becomes known.

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

1. In collecting, using and processing personal data of TAG website users, the TAG Group observes the applicable data protection regulations as well other, partly internally implemented policies.
2. In supplementation, reference is made to the data protection statement of TAG Immobilien AG([www.tag-ag.com/privacy](http://www.tag-ag.com/privacy)).

#### **Art. 6 Final provisions**

1. If the user is a businessperson as contemplated by the German Commercial Code (HGB), the place of jurisdiction is Hamburg.
2. This Agreement is subject exclusively to German law; UN law of purchase and sale is excluded.
3. TAG reserves the right to continually adjust these Terms of Use, particularly in taking account of technical developments and the design of the web pages. The rules and regulations in place at the time of accessing the website shall be applicable.