§ 1 General provisions, scope, definitions

All current and future services rendered by Landau Media GmbH & Co. KG (hereinafter ‘Contractor’ shall be subject to the following conditions, which the contracting authority (hereinafter ‘Customer’) expressly acknowledges when placing an order. The Contractor provides its contractual services in the fields of media monitoring, press review and media analysis. The following Contractor Terms and Conditions of Engagement (the ‘Conditions’) shall apply exclusively. Differing or supplementary Terms and Conditions are not part of this contract, even if the parties have agreed in writing, for digital T and conditions and even if the Contractor does not expressly object to them. ‘Customer’, in the sense of these Terms, shall be commercial and freelance users (companies). ‘Entrepreneur’ shall be any natural or legal person or legal partnership that acts in its commercial or professional capacity to carry out a legal transaction. ‘Legal partnership’ shall be a company with the ability to acquire rights and pay debts.

§ 2 Contract formation

a) By issuing a written order for media monitoring, the Customer enters into a media research contract (consisting of the monitoring order and the individual search terms, keywords or subject areas contained therein) with the Contractor. The Customer is also the invoice recipient.

b) The Contractor accepts the contract order by sending the Customer a written confirmation after reviewing the order. The Contractor then sends the written confirmation to the Customer. The Contractor receives a written confirmation of this acceptance. The Contractor is not obligated to accept individual orders.

c) Due to the Customer being informed immediately on any order, the Contractor is not bound to any requirement of the Customer.

The press review is initiated after the Customer issues a written order to the Contractor with the media evaluation. The contract is confirmed by the Contractor in a written form, and the Customer expressly waives a statement of acceptance by the Contractor.

The press review is initiated after the Customer issues a written order to the Contractor. Clause a), sentence 3 shall apply mutatis mutandis.

§ 3 Customer portals

a) The Customer obtains access to the Contractor’s electronic customer portals for the period of contract. The Customer is informed of search results through these portals.

b) Printed previews are payable if selected media, previews of media content found for the Customer are provided. Previews shall be used only for the purpose of informing the Customer of the media found. For reproduction and distribution beyond this purpose, no written permission is granted.

c) Media analysis

Media analysis is initiated after the Customer issues a written order to the Contractor. Clause a), sentence 3 shall apply mutatis mutandis.

§ 4 Term of contract, transfer of risk

a) The duration of the media monitoring contract, the press review contract and/or the media analysis contract in any form shall be the default period, a fee of €5.00 will be charged. The term shall be extended automatically by another year. For contracts with alternative terms, the periods of notice agreed upon therein shall apply. If the Contract is not extended, the Contractor shall assume no liability for the completeness of the media evaluation.

b) In case media content (article clippings, radio/TV reports, etc.) is delivered to the Contractor, the Contractor shall give the Customer access to the content which it was provided during the contract period and sent to the customer in a timely manner. The Contractor is not responsible for any non-delivery of the content. If the Customer does not agree to the terms of contract, the Contractor is not responsible for this impossibility.

The Customer shall be liable for all damage arising from unauthorized use of the customer portal access code and/or password.

§ 4 Term of contract, contract formation

a) The minimum term of annual contracts is one year. These contracts may only be terminated at the end of the contract term, with notice given three months prior to the end of the term. If an annual contract is not terminated on time and in writing (e.g. fax or e-mail), the annual contract is automatically extended by another year. For contracts with alternative terms, the periods of notice agreed upon therein shall apply.

b) If media content (article clippings, radio/TV reports, etc.) is delivered to the Contractor, the Contractor shall give the Customer access to the content which it was provided during the contract period and sent to the customer in a timely manner. The Contractor is not responsible for any non-delivery of the content. If the Customer does not agree to the terms of contract, the Contractor is not responsible for this impossibility.

The Customer shall be liable for all damage arising from unauthorized use of the customer portal access code and/or password.

§ 6 Force majeure

The Contractor shall not be responsible for unforeseeable events or force majeure, that result in a complete or total omission of the evaluation of the media program, the preparation of press reviews or the performance of media analysis. The same condition applies in the event of a strike for which the Contractor is not directly responsible.

§ 7 Severability of clauses

If any of the above clauses is or becomes invalid, the ineffective clause shall be replaced automatically with the legal regulation which most closely approximates the legal and economic interests of both parties.