

Terms of Use of www.proofr.com

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§ 1 Online platform to place proof preparation orders

- (1) With its www.proofr.com Website, GMG GmbH & Co. KG (subsequently referred to as GMG) provides the technical and organizational infrastructure to enable users of this Website to upload proof prints to simulate a printing result in advance (subsequently referred to as proofs), place them into intermediate storage and have them printed by a partner company of GMG (subsequently referred to as proofpartner) freely selected by the user and supplied to the user or a third party.
- (2) Users of the www.proofr.com Website shall only be entrepreneurs in the sense of Sec. 14 BGB [German Civil Code] (subsequently referred to as Users). These Terms of Use shall be applicable to them.
- (3) GMG itself shall not become a contractual partner of the contracts exclusively concluded between User and proofpartners. Prices and other contract terms as well as the performance of contracts concluded via the www.proofr.com Website shall exclusively be agreed between the User and proofpartner. The same shall be responsible themselves for the compliance with legal provisions and the assertion of claims against the respective contractual partner.
- (4) The type and scope of the utilization of the www.proofr.com Website may be linked to certain preconditions, e.g. entrepreneurial capacity in the sense of Sec. 14 BGB and the verification of contact data. The technical possibilities and requirements for the utilization are contained in **Appendix 1** of these Terms of Use.
- (5) It might occur that the performance of the www.proofr.com Website is limited temporarily if this is required for reasons of capacity, safety or the integrity of servers or for maintenance work and other technical measures. In such cases, GMG shall endeavour to protect the interests of Users and proofpartners by prior information.

§ 2 Suspension

If concrete evidence exists that a User violates legal provisions, third-party rights or these Terms of Use or if GMG, particularly in order to protect any third party, has other justified interests, GMG shall be entitled to suspend the functionalities of the www.proofr.com Website according to equitable discretion temporarily or finally for this user.

§ 3 Responsibilities and obligations of Users

- (1) The User alone shall be responsible for the contents of the print files transferred. The User shall ensure that it is in possession of the rights, in particular copy, brand and design rights, as well as possible other rights (e.g. the right to the personal image, name and personal rights) required for all of the data transferred to the www.proofr.com Website and the proofpartners as well as the ordered utilization. The User alone shall bear all of the consequences arising from a possible infringement on these rights. The same shall be obliged to indemnify GMG against all claims asserted by any third parties because of a violation of their rights due to the availability of the www.proofr.com Website.
- (2) The User warrants that the contents of the print data transferred do not violate any applicable prohibition standards. If GMG or a proofpartner gets to know that the content of the print data violates or could violate, in particular copy and accomplishment protection rights, industrial property rights (e.g. brand, patent, utility model and design rights), other rights (e.g. the right to the personal image, name and personal rights) or other legal provisions (e.g. the use of symbols of anticonstitutional organizations, counterfeiting of money and tokens of value, unpermitted pornography), both GMG and the proofpartner reserve the right to break off the respective processing procedure immediately and possibly to involve the competent law enforcement agency without delay. The rights of GMG from § 2 of these Terms of Use (suspension) shall remain unaffected.
- (3) In order not to endanger the system integrity of the www.proofr.com Website, Users shall not use any software, mechanisms or other routines in the utilization of this Website which might interfere with its functions or could result in an excessive or unreasonable stress on the infrastructure of this Website.

§ 4 Conclusion of the contract with the proofpartner

- (1) If a User places a respective order for the preparation of a proof on the www.proofr.com Website, GMG informs both contractual parties of the data required for mutual contact. The same are responsible to agree the details of payment and delivery and to ensure the adherence to existing provisions under public law, in particular proper disclosure of payment and possibly incurred taxes, duties and fees.
- (2) The contracting parties themselves shall be responsible to archive information visible on the www.proofr.com Website and stored by GMG which they need for purposes of the preservation of evidence, bookkeeping, etc. on a data carrier which is independent of this Website.

§ 5 Warranty and liability

- (1) GMG merely provides the technical and organizational infrastructure. GMG shall not participate in the contracts concluded between the User and the proofpartner on the www.proofr.com Website. GMG does not assume any warranty and/or guarantee for the correctness of the respective addresses, properties, prices, availability and legal permissibility of the respective orders as well as the behaviour of the contractual parties.
- (2) According to the present state of the art, the availability of data transmission via the Internet at any time and/or the absence of any errors cannot be warranted. Furthermore, it is not possible to develop and operate software and hardware completely free of any errors and to exclude any imponderabilities and errors in connection with the Internet. GMG thus does not assume any warranty and/or guarantee for the continuous and uninterrupted availability of the www.proofr.com Website. Furthermore, GMG does not warrant and/or guarantee that the technical services offered on this Website are available at any time and/or are available free of errors at any time.
- (3) The User shall only be entitled to claims for damages or claims for the refund of futile expenses due to the breach of duty or if due services of GMG are not rendered or not rendered as owed, because of delay or in case of deficiencies, for

- a) damages arising from death, injury to body or health caused by an at least negligible breach of duty by GMG or an intentional or negligible breach of duty by a legal representative or vicarious agent of GMG;
 - b) other damages which are caused by an at least gross negligible breach of duty by GMG or by an at least gross negligible or intentional breach of duty by a legal representative, executive or vicarious agent of GMG or by an at least negligible violation of essential contractual obligations (cardinal obligations) by GMG or an at least negligible breach of duty of a legal representative, executive or vicarious agent of GMG, and
 - c) damages which concern the scope of protection of a warranty granted by GMG (guarantee, Sec. 276 subparagraph 1 BGB) or warranted properties or durability (Sec. 443 BGB).
- (4) As far as the liability of GMG for ordinary negligent and for gross negligent conduct of vicarious agents of GMG, who are not legal representatives or executives, are not excluded by the preceding subparagraph 3, GMG shall only be liable for damages typically foreseeable upon the conclusion of the contract and the refund of futile expenses only up to the amount of the interest in the performance of the contract. In respect of data loss or damage, GMG shall only be liable up to the amount of the costs of restoration if proper backup copies are available.
- (5) The preceding subparagraphs shall also be applicable to claims for damages of Users from obligations resulting from the start of contract negotiations, the initiation of a contract or similar business contacts. If a contract materialises between GMG and the User, the claims for damages of the contractual partner which would not be justified according to the preceding terms in an existing contract shall cease.
- (6) The preceding provisions shall also be applicable to claims which the User asserts on basis of transferred rights. The User shall only be able to invoke foreign law as far as the claim would have been justified also in the application of this contract, in particular the preceding provisions and these Terms of Use.

§ 6 Utilization of stored data and data protection

- (1) The User agrees that GMG, within the legally permitted scope particularly according to Sec. 28 BDSG [Federal Data Protection Act], collects, stores and processes personal data and uses it for its own purposes.
- (2) GMG shall be entitled to publish the data of the User as orders are placed and to transmit it to the respective selected proofpartner as far as this is required to process the corresponding orders.
- (3) If a User violates these Terms of Use or applicable law, GMG shall be furthermore entitled to transfer User data to the holders of the rights and public authorities within the framework of legal provisions.
- (4) Otherwise, the data protection provisions shall be applicable to the utilization of the www.proofr.com Website.

§ 7 Text form, applicable law and place of jurisdiction

- (1) All declarations transmitted within the framework of the User contract shall be in form of a text. The address of GMG is: GMG GmbH & Co. KG, Mömpelgarder Weg 10, 72072 Tübingen, email info@gmgcolor.com.
- (2) These Terms of Use and the entire legal relations between the User and GMG shall be subject to the substantive law of the Federal Republic of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods.
- (3) The contract language shall be German. Versions of the contract in other languages shall merely serve purposes of information.
- (4) In relation to businesspeople, legal persons under public law or special funds under public law, our place of business shall be the exclusive place of jurisdiction for any dispute arising from the contractual relationship. However, we shall be entitled to bring an action against the User at any other place of jurisdiction.
- (5) If these Terms of Use do not state anything to the contrary, our place of business shall be the place of fulfillment in relation to businesspeople, legal persons under public law or special funds under public law for both parties.

§ 8 Changes of the Terms of Use, severability clause

- (1) GMG reserves the right of changing these Terms of Use. GMG shall inform Users of any changes by promulgating them on the Website.
- (2) The ineffectiveness of provisions in these Terms or of another provision agreed between the parties shall not affect the effectiveness of the other provisions of these Terms of Use or other agreements. In relation to other provisions agreed between the parties, the parties shall be obliged to replace such ineffective provisions by effective provisions which come as close as possible to the ineffective provisions.

Appendix 1

Technical requirements for the utilization of www.proofr.com

File types

Files can be uploaded as PDF, JPG and Tiff files. The maximum file size is 30 MB per file. PDF files must have only one page per file. For best results, we recommend files in CMYK color space.

Proof sizes

Proofs will be charged depending on their size. The following sizes are offered during the order process:

- A4: max 305mm x 216mm
- A3: max 423mm x 305mm
- A2: max 610mm x 423mm

Files over the selected size will be scaled down before printing. Files will be rotated for minimum paper consumption.

Simulated Printing Conditions

Simulations of the following international printing conditions are offered:

- GRACo1 2006 Coated Commercial Sheet #
- ISO Coated v2 (Fogra 39, European Sheetfed Offset)
- PSO Offset LWC Improved (Fogra 45L)
- PSO Offset Uncoated (Fogra 47L)
- SWOP Groundwood #5
- SWOP Publication Sheet #3

Proof media

Proofs will be printed on *GMG ProofPaper SemiMatte 250* paper. The exact specifications of this paper can be found at:

www.gmgcolor.com/english/products/proof-media/proofpaper-semimatte-250.html