

## iTWO tender - Terms of use for bidders

RIB Software GmbH (as at: 10/2017)

### Preamble

(1) iTWO tender is a meta platform for tenders. It enables interested parties, applicants and tenderers (hereinafter referred to as

"User") about tenders and announcements of the following awarding platforms:

- award.bayern.de
- awardplatform.berlin.de
- e-vergabe-sh.de
- award.stuttgart.de
- award.hannover.de
- award.rib.com

(2) For participation in award procedures, the respective GTC of the above-mentioned platforms apply, which the user must accept separately.

(3) With iTWO tender, users can search for tenders and download notices and tender documents. In order to submit an application for participation or a tender, a registration on the respective platform is required. iTWO tender offers the service of a central registration with single sign on.

### § 1 General

(1) The provider of iTWO tender is RIB Software GmbH, Vaihinger Str. 151, 70567 Stuttgart ("RIB").

(2) iTWO tender is available via the internet adres ses [www.meinauftrag.rib.de](http://www.meinauftrag.rib.de) or [www.myorder.rib.de](http://www.myorder.rib.de).

(3) User in the sense of these Terms of Use is anyone who uses iTWO tender free of charge, registers via iTWO tender or makes use of iTWO tender's offers.

(4) With the use of iTWO tender and/or the use of services, the user declares his complete understanding of these terms of use, otherwise the use of iTWO tender is not permitted.

(5) The terms of use that are available online at the time of the actual visit of a user or the actual use of services on iTWO tender shall apply in each case.

(6) RIB reserves the right to update these Terms of Use at any time if economic or legal reasons make an adjustment necessary.

(7) The award platform is generally available around the clock. The servers used are regularly and carefully backed up. Nevertheless, for technical reasons, no guarantee can be given that the award platform will be available at all times or at certain times. In particular, no warranty is given in the event of disruptions, interruptions or a possible failure of the award platform.

(8) RIB does not guarantee the completeness, correctness and availability of the information provided on iTWO tender. Any user who becomes aware of incorrect or misleading information is requested to inform RIB thereof.

### § 2 Use

(1) Published notices and award documents of all award platforms connected to iTWO tender can be selected, downloaded and viewed by any user without logging in. Which documents are available in detail is determined by the respective awarding authority and not by RIB.

(2) Further functions and services, in particular participation in tenders published via the connected award platforms, require registration. Registration may be associated with one-time and/or time-dependent costs. Details can be found at [www.meinauftrag.rib.de/public/registerComp-any](http://www.meinauftrag.rib.de/public/registerComp-any).

(3) The user undertakes vis-à-vis RIB not to enter any illegal content.

(4) The access and use of iTWO tender is regularly carried out individually by a natural person via a web browser. The use of techniques such as web browsers, crawlers or similar programs, whose purpose is not the mere indexing of content, but the mass retrieval and storage of content from the platform, is not permitted. This also applies in particular to technologies that enable third-party offers and services through so-called "screen scraping".

(5) In the event of a breach of these Terms of Use by the User, RIB shall be entitled to exclude the User concerned from using the Service and to delete the content used by the User. RIB will pursue justified claims for injunctive relief and damages in court.

### § 3 Liability

(1) iTWO tender contains links to websites on the Internet, which are maintained by third parties and whose contents are not known to iTWO tender. iTWO tender merely provides access to these websites and does not assume any responsibility for their contents. The links to third party websites are only for the purpose of facilitating navigation.

(2) The owners of the websites to which there is a hyperlink via iTWO tender are solely responsible for their content as well as for the award procedures published there.

(3) RIB shall not be liable for damage, delays or impediments to performance that lie outside its area of responsibility. This also applies to the correct functioning of infrastructures or transmission paths of the Internet that do not lie in its area of responsibility or in the area of responsibility of its vicarious agents.

### § 4 Copyright

(1) The contents offered via iTWO tender are protected by copyright. Their use is subject to the applicable copyright laws.

### § 5 Data protection

(1) User data will not be disclosed by RIB to third parties without the prior consent of the user, unless RIB is required by law to disclose the data.

(2) The user can find more detailed information on data protection and data security in iTWO tender's privacy policy.

### § 6 Final provisions

(1) Should individual provisions of this contract be invalid in whole or in part, the remainder of the contract shall nevertheless remain valid. The parties undertake to replace invalid provisions by valid ones in such a way that the economic purpose of the contract is achieved as far as possible. This shall apply mutatis mutandis in the event of a loophole not intended by the parties or in the event of unenforceable provisions.

(2) German law shall apply. In commercial business transactions, the exclusive place of jurisdiction shall be the court competent for the registered office of RIB; however, RIB shall also be entitled to assert claims at the court competent for the registered office of the Customer. The place of performance for deliveries and services shall be the registered office of RIB.