

# Terms and conditions

## ROCKIT-INTERNET GmbH

Lutzstraße 2  
80687 Munich  
Germany

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## T&Cs

### 1. General terms and conditions

#### 1.1 Applicable scope of the General Terms and Conditions

The following conditions apply to all services, products and deliverables of the ROCKIT-INTERNET GmbH company, particularly for SEM (Search Engine Marketing), SEO (search engine optimization) and affiliate marketing offers. Please see the relevant offers for a more detailed description of the scope of service.

#### 1.2 Offers and conclusion of contracts

All offers which you receive from ROCKIT-INTERNET GmbH are subject to change and non-binding. A contract between you as the customer and ROCKIT-INTERNET GmbH is only deemed to come into effect when you make an order and it is accepted by ROCKIT-INTERNET GmbH.

ROCKIT-INTERNET GmbH confirms acceptance of your order by sending a confirmation e-mail or the same is implied in the rendering of the service you have requested.

#### 1.3 Warranty

The statutory warranty regulations of the service contract hereby apply, Section 611 et seq. German Civil Code.

#### 1.4 Termination

The valid term of the contractual collaboration shall be determined by the corresponding offer. Where no regulation applies to the valid term, the contract between you and ROCKIT-INTERNET GmbH shall be concluded for a valid term of one year.

Ordinary termination is initially possible subject to a notice period of three months to the end of the year. If no application for termination is received, the contractual relationship will be extended for a further year. The above-mentioned notice of termination applies accordingly.

The contract may also be terminated with immediate effect by either party in the following cases:

- Serious contractual breaches on the part of the other party render continued contractual compliance for the affected party unfeasible up to the point of ordinary contractual termination,
- At least one written warning has already been issued in response to the relevant contractual breaches and
- No more than two months have elapsed from the point at which the warning was fruitlessly issued.

### **1.5 Citing of references**

As a customer, you hereby grant ROCKIT-INTERNET GmbH the right to use your company name and logo as part of advertising for testimonial purposes.

### **1.6 Liability disclaimer/indemnification**

ROCKIT-INTERNET GmbH accepts liability in cases of intent and gross negligence pursuant to the statutory regulations. In the event of minor negligence, ROCKIT-INTERNET GmbH only accepts liability under circumstances where a cardinal contractual obligation is breached or the case concerns delay or inability to perform. Where liability for minor negligence is accepted, this liability is generally limited to damages of a nature which are foreseeable or typical.

### **1.7 Exclusivity/reporting**

Collaboration in the areas of SEM/SEO and affiliate marketing is on an exclusive basis, namely unless otherwise expressly agreed, you may not either commission any agency to deliver the same services, nor personally arrange any accruals to the contractually agreed scope of Internet services.

The reporting in question is provided in the cited areas in accordance with the conditions in the offer.

### **1.8 Cooperative obligations**

To guarantee that ROCKIT-INTERNET GmbH is able to render its services in a contractually compliant manner, you undertake, without separate remuneration, to meet all the relevant technical requirements to facilitate the provision of services in due form by ROCKIT-INTERNET GmbH. As customer, you must also ensure that ROCKIT-INTERNET GmbH is promptly - i.e. with sufficient advance notice - provided with all relevant information and content in response to its inquiries for the purpose of providing its services. Prior to or during the provision of service, if you receive drafts, test versions of programs or similar documents, you must carefully check these materials to ascertain their compatibility with your own systems and also indicate any existing problems or system conflicts.

If you fail to meet the above-mentioned cooperative obligations, the agreed completion dates will be extended accordingly.

### **1.9 Payment term/default**

Unless otherwise agreed in the offer, the payment term for all services is 14 days from the issuance of the invoice. If you are in default of payment, ROCKIT-INTERNET GmbH shall be entitled to assert claims in accordance with the statutory default provisions. If ROCKIT-INTERNET GmbH can demonstrate that the level of damage caused by default is higher, it shall be entitled to assert this higher claim against you.

### **1.10 Confidentiality agreement**

The contractual parties mutually undertake to maintain the confidentiality of all data, information and written material received within the scope of this contract. This obligation applies from the time of the initial contractual negotiation and shall remain in effect beyond the termination of this contract for a further two years.

### **1.11 Amendments**

ROCKIT-INTERNET GmbH reserves the right to amend these general terms and conditions at any time. ROCKIT-INTERNET GmbH will notify you at least four weeks in advance of any change before it is implemented. If you do not submit any objection to the change in terms and conditions within four weeks of receipt of the notification by writing to the business address of ROCKIT-INTERNET GmbH, the amended conditions are deemed to be accepted on your part.

If you do not agree with the changes, ROCKIT-INTERNET GmbH reserves the right to terminate the contract.

### **1.12 Travel expenses**

Travel expenses shall be reimbursed in accordance with the actual expenses incurred. Unless otherwise agreed in the offer, you shall be responsible for covering travel costs amounting to 0.49 Euro per kilometer of travel, hotel costs (up to 4 star) and any verifiably incurred transport costs for distances exceeding 100km (2nd class train travel, economy class flight). For the time spent on the outward and return journeys, we will charge a flat rate 50% of the basic agreed hourly fee.

### **1.13 Agreement on jurisdiction**

The place of jurisdiction, provided that you are a merchant from the contractual perspective, is the registered office of ROCKIT-INTERNET GmbH in Munich. In all other cases, the statutory provisions shall apply. The contract is governed by German law..

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### 2. SEM/SEO regulations

#### 2.1 Agency commissions

ROCKIT-INTERNET GmbH shall not generally reimburse any agency commissions to you, unless this has already been expressly agreed between both parties in the offer. The wording of the offer is the decisive criterion in this case.

#### 2.2 Campaign costs

Where individual search engine operators levy costs to cover the technical implementation of their campaigns as part of their service scope, ROCKIT-INTERNET GmbH shall be entitled to pass on and bill you for these costs. This particularly applies to the costs of technical interfaces for controlling campaigns (e.g. Google API interface or comparable interfaces from other providers), the costs of which will be billed to you on a monthly basis based on the amounts actually incurred.

#### 2.3 Cooperation of the customer/keywords

2.3.1 As a customer, you are obliged to meet your contractual obligation to cooperate, to facilitate the provision of contractual services by ROCKIT-INTERNET GmbH. Individual keywords may be freely selected within the scope of the campaign you have booked with ROCKIT-INTERNET GmbH. You are entitled to object to use of any individual keywords at any time.

2.3.2 If you do not meet your contractual obligation to cooperate promptly, ROCKIT-INTERNET GmbH may render the service in question at its own discretion or assert claims against you for any damage thereby incurred.

#### 2.4 Copyright/trademark use

2.4.1 Where the services commissioned to ROCKIT-INTERNET GmbH include rendering services for which copyright protection may apply on your behalf, ROCKIT-INTERNET GmbH shall retain all copyright and rights of exploitation to the same. Unless expressly approved, any duplication, use or transmission is prohibited.

2.4.2 ROCKIT-INTERNET GmbH is entitled to use your company name, logos and brands for the campaigns you have commissioned it to oversee. This particularly applies to use in advertising copy, source code and the associated URL. Where, due to multiple orders and/or a breach for which culpability may or may not apply of the exclusivity of the existing T&Cs, proof of exclusivity via Google or another provider for the customer relationship, or for the use of the brand is required, you undertake to ensure all documents and files required for this purpose are made available. This particularly applies to any excerpt from the trademark register, or all documents and declarations required for the ownership of the trademark.

## 2.5 Protection of expertise

ROCKIT-INTERNET GmbH possesses copyrighted and protectable expertise for the technologies it deploys and the relevant search engine optimization processes. You are fully aware of the considerable corporate value of this copyright and protectable material to ROCKIT-INTERNET GmbH. To safeguard this value, you undertake to maintain confidentiality with regard to all files, documents, data and other information received from us concerning the contractual relationship as well as basic information, information of inventions, developments and processes, regardless of the manner and form in which you gain access to the material concerned.

ROCKIT-INTERNET GmbH uses a range of measures to optimize its results. On behalf of our customers, there are instances where special websites are programmed or modified, in whole or in part. All copyright to these Internet pages remains the exclusive property of ROCKIT-INTERNET GmbH. This applies particularly to the composition, structure, links and placement of keywords on relevant pages. Using the relevant pages once the existing contract has expired is still legally permissible, provided that the use remains within the original contractual scope, namely involving no new linked offers or third party offers or promotion of the same.

## 2.6 Indemnification

2.6.1 ROCKIT-INTERNET GmbH shall not check the keywords used from either a trademark or copyright perspective. Legal responsibility in this instance remains with you. If any third party asserts claims against ROCKIT-INTERNET GmbH due to breaches of copyright or trademark law, you shall indemnify ROCKIT-INTERNET GmbH at first request against all resulting legal claims and costs. This scope particularly includes the costs of any legal action which may be required. This obligation on your side applies regardless of which services and/or products were provided as part of the order.

2.6.2 ROCKIT-INTERNET GmbH hereby explicitly states that the optimization and influencing of search engine results may, in exceptional cases, lead to your relevant Internet pages being detrimentally assessed and indexed by search engines. Any attempt to assert claims on your side due to such assessment and indexing on the part of search engines, which is beyond the control of ROCKIT-INTERNET GmbH, is excluded.



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### 3. Website programming regulations

#### 3.1 Copyright/indemnification

Unless otherwise expressly agreed, upon payment for services rendered, you will be granted a simple right of use, unrestricted in terms of location and time, to all programming, graphics, designs and logos. You hereby indemnify ROCKIT-INTERNET GmbH against any losses, damages and costs, including the costs of maintaining any legal defense, which result from any breach of the industrial and/or intellectual property rights with regard to the materials used and within the scope for which you are responsible, and, additionally, in so far as necessary, the costs of mounting a defense against any claims or actions brought by third parties due to the transfer of rights.

#### 3.2 Change Requests

The scope of service when creating websites is in accordance with the offer and will be billed for based on the actual charges incurred. Clause 1.3 of these terms and conditions applies accordingly.

You are entitled to request changes to the scope of service at any time. Where the success or the targeted results of the project may be put at risk by the proposed change, ROCKIT-INTERNET GmbH is obliged to inform you of this fact in writing immediately. The same applies in cases where said changes would involve a delay and/or considerable extra expenses, which would make it impossible to continue the project at the agreed prices.

In this case, ROCKIT-INTERNET GmbH is obliged to immediately inform you in writing of the envisaged delay and/or additional expense involved and cite the relevant reasons. The contractual partners shall collaborate to find a satisfactory solution in terms of adapting the concluded agreement, which is in line with the basis used for calculating the pre-existing remuneration rules. Unless otherwise stated in a corresponding agreement, regardless of circumstances, the agreed deadlines, remuneration rates and service scope shall apply.

## Contact

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