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These Business Service Terms replace and consolidate our [Candidate Search Beta Terms](#), [Funding Service Terms](#), [Master Advertising Terms](#), [Self-Serve Advertising Terms \(Ads\)](#), and [Self-Serve Advertising Terms \(Jobs\)](#). These new terms become effective for all customers when they place their next order or on 31 March 2020, whichever happens first. Learn more [here](#).

## Business Service Terms

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### 1. Agreement

- a. These Business Service Terms ("**Service Terms**"), which incorporate our [Terms of Service](#), [Privacy Policy](#) and [Advertising & Recruiting Guidelines](#), govern your use of, and every Order you place for, Business Products. The Service Terms also incorporate the [Business Product Terms](#), which apply to the extent that the Business Products are included in your Order. Together, the Service Terms and Business Product Terms are the "**Terms**." The Terms and the Order are the "**Service Agreement**."
- b. If you are purchasing or using Business Products on behalf of a business or other third party, you represent and warrant that you have the authority to do so, and to bind that business or third party to the Service Agreement, and your agreement to the Service Agreement will be treated as their respective agreement. In this event, ResearchGate may hold you responsible for violations of the Service Agreement by that business or third party (including any of its employees), and/or any liabilities arising out of the Service Agreement, and "Customer," "you" and "your" will also refer and apply to that business or third party.

### 2. Definitions

"**Account**" means a registered account with ResearchGate by which the account holder becomes a Member.

"**Activation Date**" means the date specified in an Order by which delivery of the Business Services shall commence.

"**Ad**" means any advertisement delivered on your behalf pursuant to the Service Agreement.

"**Ads Manager**" means ResearchGate's self-service advertising manager for the creation, submission, and purchasing of Ads.

"**Agency**" means the party specified in an Order as acting on behalf of Customer.

"**Bundle Period**" means the duration within which the tokens in a Job Bundle may be redeemed.

**“Business Product”** means any product, feature, or solution offered by ResearchGate in connection with advertising, recruiting, or other business purposes.

**“Business Services”** means all Business Products specified in an Order.

**“Candidate Information”** means aggregated Member profile data and other related content made available in the Service.

**“Click”** means the activity of pressing a navigation button, touchscreen, mouse command, or enter key on the keyboard on Content.

**“Completion Date”** means the date specified in an Order by which delivery of the Business Services shall be completed.

**“Content”** means commercial or sponsored content posted by you or delivered on your behalf pursuant to the Service Agreement and includes Customized Content.

**“CPC”** means cost-per-click or the cost of advertising based on the number of Clicks received.

**“CPE”** means cost-per-email or the cost of advertising based on the number of delivered emails.

**“CPM”** means cost-per-thousand or the cost of 1,000 Impressions.

**“Customer”** (also referred to as **“you”** and **“your”**) means the party identified in an Order as purchasing Business Services from ResearchGate.

**“Customized Content”** means content created or modified on behalf of Customer by or with the assistance of ResearchGate.

**“Deliverable”** means inventory delivered pursuant to the Service Agreement, such as Impressions, Clicks, emails, or other desired actions.

**“Delivery Dates”** means your desired dates for delivery of a Business Product, as may be specified in an Order.

**“Funding Content”** means information about awarded grants, funding opportunities, and other related content.

**“Impression”** means a single display of an Ad on a web page.

**“Institution Page”** means a page on the Service which contains information about an institution or department.

**“Materials”** means creative, artwork, assets, copy, active URLs, and/or active target sites, provided by Customer for creating, adding to, or including in Content.

**“Member”** means a registered User of the Service.

**“Order”** means a mutually agreed order placed by Customer, either on the Service or by Purchase Order, under which Customer agrees to purchase Business Services from ResearchGate.

**“Payment Method”** means a current, valid method of payment, accepted by ResearchGate, as may be updated from time to time.

**“Purchase Order”** means an ordering document executed by Customer whereby Customer places a binding Order.

**“ResearchGate”** (also referred to as **“we”** and **“us”**) means ResearchGate GmbH, a German corporation located at Chausseestraße. 20, 10115 Berlin, Germany.

**“Runtime”** means the maximum period for which a unit (such as a token, seat, or slot) may be delivered or used.

**“Scientific Audiences”** means logged-out Users of the Service.

**“Service”** means websites, mobile applications, and other properties owned, operated, or controlled by ResearchGate.

**“Subscription”** means a model where you receive delivery of or access to a Business Product for a fixed duration, which may be subject to automatic renewal.

**“Subscription Period”** means the duration during which a Subscription is active.

**“Tier 1 Regions”** means North America (excluding Mexico), UK, Ireland, Austria, Benelux, France, Germany, Greece, Nordics, Portugal, Spain, Switzerland, Australia, New Zealand.

**“Tier 2 Regions”** means all regions other than Tier 1 Regions.

**“Third-Party Property”** means any website, mobile application, and/or property not owned, operated, or controlled by ResearchGate, but on which we may request delivery of Ads pursuant to an agreement we have with a third party.

**“User”** means any user of the Internet.

**“Verified Users”** means logged-in Members of the Service.

### 3. Orders for Business Services

- a. To place an Order for certain Business Products, you must be an eligible Member and be logged in to your Account. Certain Business Products may be purchased via our sales organization by executing a Purchase Order. Unless and until executed by you, a Purchase Order constitutes an offer for ResearchGate to provide Business Services. Unless otherwise specified, such offers automatically expire 30 calendar days from the date of the offer. Each Order will specify relevant details, such as the Business Products, pricing models, number of Deliverables, Delivery Dates, and/or Subscription Periods. If there is a conflict between the Terms and an Order, the Order shall prevail.

### 4. Content

- a. If you are purchasing a Business Product that requires Content, such as an Ad, Email, or Job Post, you must submit Materials that comply with our [Advertising & Recruiting Guidelines](#). Materials must be provided at least three working days prior to the start of delivery of the Business Product, otherwise we may delay delivery. You shall have no recourse against us for any error in delivery or under-delivery caused by your failure to provide accurate or adequate information, or the submission of non-compliant Materials.
- b. If requested by you, we may, in our sole discretion, assist you in creating Customized Content. If we create or modify Customized Content, you shall provide all information requested by us, including but not limited to Materials to be incorporated into the Customized Content. Unless otherwise agreed, the creation of Customized Content will be at no additional cost.
- c. You must ensure that all Materials and Content comply with our [Advertising & Recruiting Guidelines](#). We may update the guidelines from time to time, so you must review the guidelines periodically to ensure compliance. You are solely responsible for the quality, safety, legality, truthfulness, intellectual property rights, reliability, appropriateness, and accuracy of the Materials and Content in their entirety. Any review of Content by us shall be undertaken at our sole discretion. We have the right, but not responsibility, to review Content for compliance with the [Advertising & Recruiting Guidelines](#), but you are responsible for ensuring compliance with the guidelines at all times. You authorize us to correct Content in accordance with the guidelines, with or without your express consent. This may include correcting typographical, grammatical, spacing, or formatting errors.
- d. We reserve the right to reject, suspend, remove, deactivate, or not deliver any Content, at any time and for any or no reason, without prior notice. Our reasons for doing so may include, for example, potential violation of our [Advertising & Recruiting Guidelines](#) or our receipt of a notice of alleged infringement. The activities described in this paragraph shall not give rise to any compensation claims on your part.

### 5. Delivery

- a. We will use commercial best efforts to meet any Delivery Dates specified in an Order, and to accommodate any requested changes to Delivery Dates, provided such changes are requested at least 48 hours prior to commencement of delivery. To the extent that Ads are being delivered on Third-Party Properties, our ability to meet Delivery Dates is subject to such Third-Party Properties. In no case will our failure to meet Delivery Dates be considered a breach of the Service Agreement. If delivery of the Business Services does not commence by the Activation Date due to your failure to comply with the Service Agreement, we reserve the right to withdraw the pricing agreed in the Order. If the Business Services are not fully delivered by the Completion Date due to your failure to comply with the Service Agreement, you shall nevertheless be liable to pay 25% of the total amount that would have been payable had we fully delivered the undelivered Business Services.
- b. We shall, in our sole discretion, determine the type, size, placement, and positioning of Content. Where applicable, we will use commercial best efforts in the targeting of Content but cannot guarantee that Content will reach the intended target in every instance. You may suggest certain targeting criteria, however, have no right to demand that Content be served on specific web pages, specific devices, or to specific Users. We shall monitor the

performance of Business Products on a regular basis and may, in our sole discretion, alter variables, including but not limited to placement, size, positioning, targeting criteria, and associated keywords, in order to optimize overall performance.

- c. You accept that occasional fluctuations in traffic of the Service and Third-Party Properties may affect delivery or performance of the Business Products. In the event of an under-delivery, the Delivery Dates of the affected Business Product may, in our discretion, be extended until the shortfall has been delivered. We may, at any time, replace the features associated with a Business Product. We are also entitled to limit, modify, test, and extend the Service, or cease offering any Business Products. This shall have no effect on the Service Agreement, provided no such changes materially affect provision of the Business Services.
- d. Unless otherwise agreed, we will deliver and track delivery of Ads through our own server or a third-party ad server. Reporting and billing shall be based solely on measurements obtained by such means.
- e. You may operate HTML or JavaScript snippets, pixels, or tags within Ads **solely for the purpose of counting Impressions and/or Clicks and subject to our prior approval**. Any other purpose of any tag, pixel, or snippet is forbidden.
- f. In light of the above, you represent and warrant that you will not, and will not allow any third party acting on your behalf to, among other things:
  - i. store, cache, or process any data obtained through an Ad, without our permission;
  - ii. collect or use data provided by, from, or related to a User for the purpose of audience composition; segmenting, re-targeting, creating, supplementing, or amending user or inventory profiles; amending interest categories; or syndication or other distribution to third parties, unless such data collection and usage is authorized and approved by us in writing;
  - iii. modify any ad tag for an Ad, without our explicit knowledge and prior approval;
  - iv. operate user tracking mechanisms (including, without limitation, cookies, tracking pixels, fingerprinting, or scripts) within Ads; or
  - v. include pixels in emails.
- g. You will inform any third parties acting on your behalf of the above terms and remain responsible for any noncompliance by such third parties.

## 6. Billing and payment

- a. You may be offered more than one Payment Method when purchasing Business Products. Different Payment Methods may be subject to different pricing. You agree to pay all amounts specified in an Order, plus any applicable taxes. For some Payment Methods, the issuer may charge certain fees, such as foreign transaction fees, conversion fees, or other fees relating to processing of the Payment Method. Each party shall bear any fees imposed by its own bank.
- b. Unless otherwise agreed, you will pay in accordance with the applicable [Business Product Terms](#). If you are permitted to pay by invoice, you must pay all invoices within 30 days of the invoice date, in the currency specified in the invoice. If you pay by credit card, you agree that we have the right to make and receive payments through a third-party payment processing provider, such as [Stripe](#) and its global affiliates. As a condition of enabling payment processing services through such provider, you authorize the provider to process information about you and your business and transaction information related to your use of the payment processing services. You also authorize the payment processing provider to store details of each card you provide, to avoid interruptions in your use of the Business Products and facilitate future payments.

- c. Prices specified in an Order may not include taxes that you may be required to pay in your taxing jurisdiction(s), including but not limited to VAT taxes. You will not be charged VAT if:
  - i. your taxing jurisdiction is not a Member State of the EU and you take any necessary steps to prevent us from incurring tax obligations, if possible; or
  - ii. your taxing jurisdiction is a Member State of the EU (other than Germany) and you have provided us with a valid VAT identification number.
- d. If your taxing jurisdiction is a Member State of the EU (other than Germany) and you fail to provide us with a valid VAT identification number, you will be charged VAT. In all cases, you agree to pay all applicable taxes, government charges, and foreign exchange fees, and take any necessary steps to prevent us from incurring tax obligations, if possible.
- e. We will provide automatic renewal reminders and invoices only electronically and are not obliged to cooperate in any alternative method of submitting invoices (such as via an online portal). We will only invoice one billing entity and one billing contact per Order. You are responsible for providing complete and accurate billing, contact, and payment information, and notifying us promptly of any changes to such information. If you provide credit card information, you confirm that you are authorized to use that card and, if applicable, authorize us to charge it on a recurring basis. You also authorize us to obtain a credit report from a credit bureau. We reserve the right, in our sole discretion, to cancel the Service Agreement based upon a financial assessment, including a credit report. You are responsible for maintaining the security of your Account and will be charged for any Orders placed on or through your Account, including, without limitation, Orders placed without authorization, or through mistake or error. You agree to notify us immediately if you believe an unauthorized or otherwise problematic transaction has taken place on your Account.
- f. Unpaid amounts or errors may be billed in subsequent invoices. We may charge the default statutory interest on all late payments. Any disputes in relation to an invoiced amount must be made in writing within 30 days of the invoice date, or all such claims shall be waived. You will pay all reasonable expenses and legal fees we incur in collecting late payments. Should you default on any payment due, we reserve the right to suspend delivery of any undelivered Business Services ordered by you and/or your access to your Account, until you pay the balance owed.
- g. To the extent permitted by applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial-month Subscription Periods.

## **7. Term, termination and suspension**

- a. The Terms become effective on the date you agree to them and remain in effect until terminated.
- b. All Orders are non-cancellable. However, we reserve the right to cancel an Order if delivery is not possible. Termination of an Order does not terminate the Terms. However, termination of the Terms will result in the immediate termination of all Orders subject to the Terms. If all Orders subject to the Terms have expired or been terminated, then either party may terminate the Terms for convenience by providing written notice to the other party.
- c. Notwithstanding the foregoing, a Subscription may be cancelled in accordance with the applicable [Business Product Terms](#).
- d. Either party is also entitled to immediate extraordinary termination of the Service Agreement for good cause at any time. Extraordinary termination for good cause is defined as an event which makes it unreasonable for the terminating party to continue with the agreement, taking into account all circumstances of the individual case and weighing the interests of both parties. "Good cause" for ResearchGate includes, but is not limited to: (i) your breach of a contractual obligation under the Service Agreement; (ii) your failure to comply with ResearchGate's

[Terms of Service](#), [Privacy Policy](#) or [Advertising & Recruiting Guidelines](#); (iii) your failure to comply with any applicable legal provisions; (iv) non-payment; or (v) our receipt of a third-party claim arising out of or in connection with your Content. If the Service Agreement is terminated in whole or in part for good cause by us, we will discontinue the Business Services and you will immediately pay all unpaid fees incurred up to the date of termination. In such case, you will not have a right to claim reimbursement of any advance payments.

- e. If you delete your Account, or if your Account is terminated by us, any Orders placed by or connected with your Account will automatically be cancelled and delivery of any Business Services will cease. In such case, there will be no refunds or partial refunds. You will be charged and remain responsible for paying for all Business Services that were delivered.
- f. Sections [5 \(Delivery\)](#), [6 \(Billing and payment\)](#), [9 \(Intellectual Property\)](#), [10 \(Confidentiality\)](#), [11 \(Privacy and data\)](#), [12 \(Representations and warranties\)](#), [13 \(Indemnification\)](#), [14 \(Limitation of liability\)](#), and [15 \(Miscellaneous\)](#) of these Service Terms shall survive any termination.

## 8. Changes to the Terms

- a. We may change the Terms at any time. You will become subject to the new terms if you explicitly agree to them, or we provide you with notice of the changes. We will provide such notice by sending you an email and/or notifying you on the Service. Unless we state otherwise, changes are effective thirty days from the time they are posted. If you continue to use your Account and/or the Business Products after the changes are effective, you agree that you are bound by the changes.
- b. If you do not agree with the new terms and:
  - i. You have an Account that you use in connection with accessing Business Products; you must close your Account.
  - ii. You have a Subscription; you must, within 30 days of the new terms being posted, (i) notify us that you do not agree with the new terms by sending an email to the email address provided in our notice; and (ii) if your Subscription is subject to automatic renewal, cancel your Subscription. In such case, you will continue to have access to your Subscription subject to the old terms until the end of your Subscription Period, at which point your Subscription will end.
- c. If you have a dispute with us, the version of the terms in effect at the time that we receive actual notice of your dispute shall apply.

## 9. Intellectual property

- a. Except for Sections 9(b) and (c) below, nothing in the Service Agreement shall be intended to transfer, license, sell, or otherwise exchange any intellectual property rights between the parties. We reserve all rights and ownership in any property in the Service and Business Products.
- b. You grant us a non-exclusive, royalty-free, worldwide, sublicensable, and non-transferable right and license to use, copy, modify, market, display, publish, perform, transmit, distribute, and/or authorize the use of your Content, for the purpose of executing or performing this Service Agreement. The usage rights granted to us extend to all relevant proprietary rights, including but not limited to copyright, design, trademark, and ancillary rights. You will remain at all times the owner of your Content and all intellectual property rights therein, and we will not acquire any interest therein by reason of this Service Agreement. As to Customized Content, you will remain at all times the owner of Customized Content and all intellectual property rights therein, however we shall have an unlimited, royalty-free license to use any materials created or added by ResearchGate.
- c. If you choose to provide suggestions or feedback to us, you agree that we can (but do not have to) use and share such feedback for any purpose without compensation to you.

## 10. Confidentiality

- a. **“Confidential Information”** means information that one party (or an affiliate) (**“Disclosing Party”**) discloses to the other party (**“Recipient”**) under this Service Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Without limiting the foregoing, ResearchGate’s pricing, metrics, member demographics, and beta features shall be considered Confidential Information. However, Confidential Information does not include information that is independently developed by Recipient, is lawfully given to Recipient by a third party without confidentiality obligations, or becomes public through no fault of Recipient.
- b. Recipient will protect Disclosing Party’s Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient will not disclose the Confidential Information of Disclosing Party, except to affiliates, employees, agents, or professional advisors of Recipient who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Recipient will ensure that those people and entities use the Confidential Information of Disclosing Party only to exercise rights and fulfill obligations under this Service Agreement, and that they keep it confidential. Recipient may also disclose Confidential Information when required by law after giving reasonable notice to Disclosing Party, if permitted by law.

## 11. Privacy and data

- a. You represent and warrant that:
  - i. if you are using Business Products for advertising or recruiting purposes, you will, at all times, display and observe a Privacy Policy compliant with all applicable laws and regulations, including any laws applicable to the transfer of personal information of EU residents outside the European Economic Area;
  - ii. when contacting Users for recruiting purposes, you will clearly identify yourself as a recruiter;
  - iii. personal data relating to candidates, including but not limited to applications, CVs, and cover letters, will only be shared with those employees of Customer who have a business need to see such information; and
  - iv. you will not provide personal data of any User to any other parties except upon expressed and informed consent of the User and in accordance with applicable data privacy laws.
- b. Some Business Products may only be purchased if we enter into a Data Processing Agreement with you.
- c. To the extent that you collect any personal data from a User, you represent and warrant that all necessary consents and waivers have been obtained. If you contact a User whose information was obtained as a result of a Business Product, you must enable them to opt out from receiving future communications from you. Unless otherwise agreed in writing, neither party will provide the other with any information that may directly or indirectly identify an individual, including but not limited to an individual’s name or email address.
- d. Sometimes, insights may be generated based on how and whether Users respond to Content (**“Click/View Data”**). We own any Click/View Data, but you may use any Click/View Data that we provide to you for your own internal purposes, such as to analyze the performance of Business Products. Click/View Data shall be treated as our Confidential Information in accordance with [Section 10](#) above.

## 12. Representations and warranties

- a. You represent and warrant that you will not, and will not authorize or induce any other party to:
  - i. generate automated, fraudulent, or otherwise invalid Deliverables, inquiries, conversions, or other actions on the Service or Third-Party Properties;

- ii. use any automated means or form of scraping, or data extraction to access, query, or otherwise collect information or content from the Service, except as expressly permitted by us;
  - iii. use any ResearchGate trademarks in any manner, or issue any press release or public statements about your relationship with us, without our prior express written consent;
  - iv. target Users based on sensitive data;
  - v. rent, lease, loan, trade, sell, re-sell, or otherwise monetize the Service or a Business Product, or access to the foregoing;
  - vi. copy, modify, or create derivative works of any Business Products or ResearchGate technology;
  - vii. sell Click/View Data, combine Click/View Data with any data obtained by or on behalf of another party, or transfer any Click/View Data to any ad network, ad exchange, or data broker or other advertising or monetization related service;
  - viii. create, provide to us, or cause to be visible on the Service any Content (including any hyperlinks that link to pages outside of the Service) that:
    - 1. links to digital properties (e.g. websites and applications) that will, when viewed or clicked, cause the download or delivery of any software or executable code (without effective User consent), virus, or malicious or social engineering (phishing) code or features;
    - 2. is deceptive, false, or misleading; or
    - 3. discriminates or encourages discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical, or genetic condition.
- b. When purchasing or using Business Products for recruiting purposes (such as Job Posts or Candidate Search), you represent and warrant that you will not, and will not authorize or induce any other party to:
- i. contact any Member or candidate after they have asked not to be contacted;
  - ii. spam or otherwise contact Members or candidates for purposes other than related to employment opportunities;
  - iii. use such Business Products without having a reasonable and legitimate intent to hire;
  - iv. intentionally misrepresent a job vacancy or hiring company;
  - v. fail to clearly disclose that a job position is for an independent contractor or is part-time, commission-based, or has otherwise nontraditional working conditions or compensation;
  - vi. recruit for business opportunities that require payments or recruitment of others, or that resemble franchises, multi-level marketing, club memberships, distributorships, or are entirely or almost entirely commission-based; or
  - vii. discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical, or genetic condition.
- c. You further represent and warrant that:
- i. all Content complies with all applicable laws and regulations, including but not limited to all applicable U.S. and non-U.S. export control and trade sanctions laws, and employment, consumer advertising, marketing, privacy, and data protection laws and regulations;



- ii. you have all necessary rights, licenses and permissions to provide the Content and the Content does not infringe upon the rights of any third parties;
  - iii. you and your Content will comply with ResearchGate's [Terms of Service](#), [Privacy Policy](#) and [Advertising & Recruiting Guidelines](#) and any applicable terms of use, rules, and other requirements of Third-Party Properties where your Content is displayed; and
  - iv. you will inform any employees, agents, contractors, or third parties acting on your behalf of the Terms and remain responsible for any noncompliance by such third parties.
- d. Your interactions with third parties found through the Business Products, including any agreements, payments, terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings. If there is a dispute between you and a third party, you agree that ResearchGate assumes no responsibility and is under no obligation to become involved.
- e. ResearchGate makes no representation or warranty, express or implied, with respect to the subject matter hereof, and expressly disclaims the implied warranties of merchantability and fitness for a particular use. We make no representation or warranty: (i) that the Business Products will be uninterrupted or error-free; (ii) with respect to the reach or performance of any Business Products; (iii) about the accuracy of any Member profiles or Candidate Information; or (iv) concerning information on which targeting is based. Notwithstanding, any warranty claims against ResearchGate under mandatory applicable law remain unaffected; [Section 14. Limitation of Liability](#) applies.

### 13. Indemnification

- a. Notwithstanding any review of any Content by ResearchGate, you will indemnify, defend, and hold ResearchGate and its officers, directors, agents, and employees harmless from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses) whether incurred due to third-party claims or otherwise ("**Losses**") arising out of or in connection with:
- i. any Content, including any content and properties to which Content directs Users;
  - ii. your instructions, including any configurations, settings, budgets, bids, campaign information, targeting information, and other criteria that you select, input or provide;
  - iii. your use of any Business Products, including any activity occurring under your Account;
  - iv. your breach of this Service Agreement;
  - v. your violation of any applicable laws or regulations, including any applicable data protection or privacy laws;
  - vi. your violation of any third-party right, including without limitation copyright, property, or privacy rights;
  - vii. your products or services or the provision thereof to end users;
  - viii. your interactions or dealings with third parties found through or connected with your use of the Business Products; or
  - ix. any candidate hiring or employment decisions.
- b. We will notify you promptly of any Losses for which we seek indemnification and will permit you to control the defense of any third-party claim with counsel chosen by you, provided that you will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability, or wrongdoing on the part of ResearchGate without our prior written consent.

#### 14. Limitation of liability

- a. In the event of under-delivery or failure of delivery of any Business Services, your remedy is limited to either: (i) delivery of the shortfall of Business Services; or (ii) a refund of any overcharged amount, except where and to the extent otherwise required by law.
- b. Each party will be liable without limitation for damages resulting from: (i) injury to life, limb, or health which occurs due to a breach of duty by that party or one of its legal representatives or vicarious agents; (ii) malicious conduct by that party; or (iii) intent or gross negligence by that party or one of its legal representatives or vicarious agents.
- c. Apart from the cases set out in Section 14(b) above, in the event of a breach of any of its cardinal contractual obligations, each party's liability shall be limited to typical foreseeable contractual damages. Cardinal contractual duties are an abstract description of those obligations whose fulfillment is indispensable for the proper implementation of an agreement and on whose fulfillment the contracting parties can usually rely.
- d. Liability pursuant to the German Product Liability Act shall remain unaffected.
- e. For the avoidance of doubt, any further liability of either party other than as set out above will be limited to the total fees paid or payable to ResearchGate during the 12-month period before the event giving rise to the liability.

#### 15. Miscellaneous

- a. If any notices under this Service Agreement are sent to you by email, such notices will be sent to the contact email address specified in the Order or your Account. You are responsible for updating your contact details. If the last email address you provided is not valid, or for any reason not capable of delivering you the notice, our dispatch of the email containing such notice will nonetheless constitute effective notice.
- b. Only entrepreneurs (in terms of Section 14 of the German Civil Code) may purchase Business Products. You represent and warrant that you are not a consumer in terms of Section 13 of the German Civil Code (BGB) or Article 2 Paragraph 2 of Directive 97/7/EC.
- c. This Service Agreement embodies the entire and exclusive agreement between the parties respecting the subject matter herein, and supersedes any and all prior related oral, emailed, or written representations and agreements between the parties. No part of this Service Agreement may be amended or modified unless agreed in writing (including electronically) by both parties. All other terms, including but not limited to terms which are implied by trade, custom, practice or course of dealing, are excluded. If any Customer documents or information are attached to a Purchase Order or otherwise referenced, any terms that may be contained therein do not apply.
- d. We shall not be liable for any delay or failure to perform any of our obligations under this Service Agreement due to cases of force majeure or other unexpected events at the time of conclusion of this Service Agreement. You may not assign, delegate or transfer this Service Agreement or your rights or obligations hereunder, or your Account, in any way (by operation of law or otherwise) without our prior written consent. We may remotely monitor your use of the Business Products to ensure compliance with the Service Agreement. We may transfer, assign, or delegate this Service Agreement and our rights and obligations without consent. The failure of either party to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder.
- e. This Service Agreement shall be governed by and construed in accordance with German law under the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods) and conflict-of-law provisions. All disputes and matters whatsoever arising under, in connection with, or incident to this Service Agreement shall be litigated, if at all, in and before the Courts of Berlin, Germany, or, at ResearchGate's discretion, when Customer is the defendant, at a court located in Customer's home jurisdiction. In the latter case, the parties agree that the dispute and all claims by one party against the other shall be governed by the laws of the forum (ex-tunc).

- f. If any Section (or part of a Section) of this Service Agreement is held to be invalid, illegal or unenforceable, the parties will either substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision, or strike such provision without further prejudice to the Service Agreement such that all remaining provisions of the Service Agreement shall remain in full force and effect.

OLD VERSION