

General Terms of Business

1. Scope

The latest version of the following terms of use come into force whenever the pages and services of PH MEYER Wirtschaftsberatung GmbH & Co. KG, hereinafter known as PH MEYER, are opened by the user either with or without prior registration.

2. Liability

PH MEYER cannot accept liability for the information available from PH MEYER being correct or complete. The same applies for this information being legal under applicable law. Recommendations given by PH MEYER are subjective assessments of values or claims based on facts. PH MEYER cannot accept liability for damages suffered by users because they relied on the value assessment or the claims based on facts whilst using a service and the quality did not meet with expectations in retrospect.

Every user agrees to the following:

- Not to commit any crime or misdemeanor or any other breach of legal codes by means of his or her activities within the online offerings of PH MEYER.
- To observe the rights, in particular patent, copyright, brand, industrial copyright and protection, trademark and design patent rights of third parties.
- Not to spread information and contents which contain political opinion, world views or religious affiliations.

PH MEYER cannot accept liability for indirect damages and consequential damages. Furthermore, PH MEYER cannot accept liability for technical faults caused by things that are beyond the sphere of responsibility of PH MEYER or its agents, and also not for damages caused by forces majeure. In addition, PH MEYER shall only accept liability for malice and gross negligence.

If PH MEYER links to third party advertisements or websites, PH MEYER shall not be responsible for the content of these sites. The link does not necessarily mean that a prior inspection of the site has been conducted.

3. Reference to third party sites

If this website contains information from third parties or links to internet sites operated by third parties, this shall exclusively be an additional service for users. PH MEYER is not responsible for the contents of these sites and does not regard these contents as its own. PH MEYER cannot accept any liability for damages caused by opening internet sites operated by third parties or for the use of the contents of such sites.

4. Copyright

All contents are protected by trademark, copyright and other rights to protect the intellectual property; in particular the texts, photographs, graphics, names, logos and trademarks are the property of PH MEYER or its licensors. PH MEYER is not aware of any contravening property or licensing rights to components of the PH MEYER sites. If somebody should discover that any contents violate his or her rights, please contact PH MEYER.

Users may not amend the contents of parts thereof without the consent of PH MEYER.

If any contents are inserted into the PH MEYER site, all utility rights relating to the relevant contents shall be transferred to PH MEYER automatically on an unlimited time, irrevocable, free of charge and non-exclusive basis. PH MEYER shall be exempt from all claims by third parties which are made against PH MEYER as a result of the breach of rights, in particular copyright and other intellectual property rights, due to contents sent to PH MEYER. This shall also apply to anti-competition claims made against PH MEYER.

PH MEYER shall be entitled to modify, remove or discontinue parts of the contents or services without prior notice. Furthermore, PH MEYER shall be entitled to amend these terms of use at any time. Changes to the terms of use shall be published on the PH MEYER websites.

6. Termination

In the event of a breach of these conditions of use, legal regulations, the rights of third parties or for other objectively justified reasons, PH MEYER shall be entitled to exclude users. PH MEYER reserves the right to make additional claims and take legal action.

7. Applicable law and place of jurisdiction

The laws of the Federal Republic of Germany shall be applicable. If users are business people, legal entities under public law or special funds under public law, Bielefeld shall be the agreed place of jurisdiction.

8. Concluding provisions

If a provision in these conditions of use should be or become invalid or if these conditions contain a loophole, it shall be replaced by a valid provision which is as close as possible to the legal purpose of the invalid provision or loophole.