

iTWO tender -

Terms of Use for Bidders

RIB Software AG (Valid: 10/2015)

Preamble

(1) iTWO tender is a meta platform for tenders. Through this platform, interested parties, applicants and bidders (hereinafter referred to as "Users") can find out about tenders and announcements on the following tender platforms:

- vergabe.bayern.de
- vergabepattform.berlin.de
- e-vergabe.gmsh.de
- vergabe.stuttgart.de
- vergabe.hannover.de
- vergabe.rib.de

(2) To participate in tender procedures the respective terms and conditions of the above-mentioned platforms shall apply, and the Users must accept these Terms and Conditions separately.

(3) Using iTWO tender, users can research tenders and load up announcements. To view tender documents and submit an offer, registration on the respective platform is required. iTWO tender offers a central registration service for this purpose with Single Sign on.

1 General

(1) The provider of iTWO tender is RIB Software AG, Vaihinger Str. 151, 70567 Stuttgart (hereinafter referred to as "RIB").

(2) iTWO tender can be viewed at the following website addresses www.meinauftrag.rib.de or www.myorder.rib.de.

(3) A User within the meaning of these Terms of Use is anyone who uses iTWO free of charge, who registers on iTWO, or who uses the offers provided by iTWO.

(4) By using iTWO tender and/or by using its services, the User hereby declares their complete agreement with these Terms of Use; otherwise, they shall not be permitted to use iTWO tender.

(5) The Terms of Use current at the time of the specific visit of a User or of the specific use of services retrievable on iTWO tender online shall apply.

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

(7) The tender platform is in principle available around the clock. The servers used undergo regular and thorough back-ups. Nevertheless, for technical reasons, we cannot guarantee that the tender platform will be available at all times or at specific times. In particular, we cannot assume any guarantee for disturbances to, disruptions to, or a possible breakdown of the tender platform.

(8) RIB accepts no liability for the completeness, accuracy and accessibility of information filed on iTWO tender. Any user who obtains knowledge of incorrect or misleading information is requested to inform RIB of this.

2 Use

(1) Published announcements made on any of the tender platforms connected to iTWO tender can be selected by any User and viewed in detail without registering.

(2) Further functions and services, in particular participation in published tenders via the connected tender platforms, shall require registration. Any one-off and/or time-dependent costs are linked with registration. Details can be found at the following address: www.meinauftrag.rib.de/public/registerCompany.

(3) The User is obliged, with respect to RIB, not to insert any illegal content.

(4) Access and use of iTWO tender is regularly provided on an individual basis to a physical person via a web browser. Technologies such as Webspider, Crawler or similar programmes, the purpose of which is not just the indexing of the contents but the mass retrieval and storage of the contents on the platform, may not be used. This also applies in particular to technologies made possible only due to the "screenscraping" offers and services of third parties.

(5) In the event of an infringement by the User of these Terms of Use, RIB is entitled to block the relevant User from using the service and to delete the content that they were using. RIB shall take legal action with respect to substantiated claims for forbearance and damages.

3 Liability

(1) iTWO Tender contains links to websites that are managed by third parties and the contents of which are unknown to iTWO tender. iTWO tender mediates only access to these websites and accepts no liability for their contents. The links to other websites are provided only for the purpose of easing navigation.

(2) The owner of the websites hyperlinked to from iTWO are solely responsible for the contents of these sites and the tender procedures published there.

(3) RIB shall not be liable for damages, delays or impediments to performance that lie outside its area of responsibility. This shall also apply to the proper functioning of infrastructures or Internet transmission channels that lie outside its area of responsibility and the area of responsibility of its vicarious agents.

4 Copyright law

(1) The contents offered by iTWO are protected by copyright law. Usage thereof is subject to the applicable copyright laws.

5 Data protection

(1) User data shall not be forwarded by RIB to third parties without the prior consent of the user, unless RIB is legally obligated to disclose the data.

(2) The User can find more information on data protection and data security in the data protection statement of iTWO tender.

6 Final Provisions

(1) Should individual provisions of this Agreement be ineffective, either in part or in whole, the effectiveness of the remaining provisions of the Agreement shall remain hereby unaffected. The Parties shall replace ineffective provisions with effective provisions in such a way that the economic purpose pursued by the Agreement is achieved to the greatest extent possible. This shall also apply accordingly to any loopholes not intended by the Parties or in the event of provisions that cannot be fulfilled.

(2) German law shall apply. In commercial dealings, exclusive place of jurisdiction shall be the court that has jurisdiction for RIB's place of business; RIB shall, however, also be entitled to assert claims before the court of jurisdiction of the customer's place of business. Place of fulfilment for all goods and services shall be RIB's place of business.