

# General Terms and Conditions for the use of XING News Plus

The following additional terms apply to News Plus when a user purchases a News Plus product. The [General Terms and Conditions for the use of the New Work service also apply](#).

## Preamble

By way of the News Plus product, XING provides its users with a multi-provider platform for digital media content in text, video and audio formats from online media, the daily press, business and specialist media, and seminars. As a result, XING users can pay a fee (hereafter known as News Plus) to access a large portfolio of media content published by various publishing houses and other content publishers (hereafter known as Content Partners). Media content is served to users in the form of individual media or a bundled media collection (of individual media which can be purchased as a bundle) without any time limitation, and by way of a pass for a limited period, or as a subscription.

The user enters into the agreement with New Work SE, Am Strandkai 1, 20457 Hamburg, Germany. Additional contact information, commercial registry data, as well as the name of the authorised representative of New Work SE can be found under [About this site](#).

## 1. Subject matter of News Plus

1. Any XING member can purchase individual media available in News Plus. XING also provides its members (or only individual member groups, e.g. Premium members) with the option of purchasing media collections or a pass for a certain number of days as well as subscriptions with various terms. Users can read any and all purchased media content immediately after purchasing it online on XING.
2. Media purchased individually are saved in the XING member's account for the duration of the member's XING membership, meaning that the member can access said media at any time during their XING membership. This also applies to individual media purchased as part of a media collection.
3. A subscription or pass for a certain number of days gives the XING member access to all News Plus media that Content Partners supply to XING for use in News Plus. An agreement for a pass or subscription ends when the user's purchase period expires. Media content provided by way of a pass or subscription is temporally limited to the pass or subscription term. Once a pass or subscription expires, XING is not obliged to provide users with access to the purchased media content, and media content used online within the scope of a pass or subscription term will not be saved in the user's XING account.
4. XING does not make any warranties or representations regarding any content, data and/or information provided or made available by Content Partners on any of the XING Websites or on any external websites linked to them. In particular, XING does not warrant or represent that said data and/or information is true or accurate, or that it fulfils or serves any particular purpose.
5. XING makes the media content provided by the Content Partner available to its users as long as it does not violate any legal regulations, third-party rights or these general terms and conditions, and as long as it is not improper, offensive to the general public or unacceptable for publication by XING for other reasons. XING is entitled to remove any such media content from News Plus without prior notice. Should this occur, the XING user is not entitled to any refund.
6. XING reserves the right to amend the provided media content and its general design, or to offer the services provided to all or some of its members.

## 2. Conclusion of contract

1. The option to use News Plus media (individual media and media collections, passes and subscriptions) offered on the XING Websites does not constitute an offer, but merely an invitation to issue an offer. By clicking on the order button, the user submits an offer to conclude an agreement pertaining to ordering News Plus content. XING in turn accepts the user's consent by serving the corresponding News Plus content or by making News Plus content available. The agreement takes effect with the aforementioned acceptance by XING. XING is not obliged to enter into the agreement.
2. News Plus content agreements are only concluded in German. There is no other contract in place between XING and the user. The contractual content is derived solely from the object of the order (i.e. the News Plus content and displayed price that are selected by the user) and these GTC.

### 3. Right of withdrawal for consumers

Instructions on withdrawal and model withdrawal form

Right of withdrawal

**You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the date of contract conclusion. To exercise the right of withdrawal, you must inform us**

**New Work SE  
Am Strandkai 1  
20457 Hamburg  
Germany**

**Tel.: +49 40 419 131 0**

**Fax: +49 40 419 131 11**

**E-mail: [withdraw@xing.com](mailto:withdraw@xing.com)**

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax, e-mail or via the [contact form](#) available on each of our webpages). You may use this [model withdrawal form](#) but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

You may [download and use the model withdrawal form available as a PDF file](#).

Exclusion of right of withdrawal:

The right of cancellation does not exist if, when entering into a legal transaction, you predominantly act in exercise of your trade, business or profession and are therefore deemed to be an entrepreneur (Section 14 BGB).

The right of withdrawal vis-à-vis XING does not apply to agreements you enter into third parties, i.e. where XING is not legally involved. Any such rights of withdrawal may only be brought against the respective third party.

Other additional information:

When placing orders with News Plus you purchase digital content that is not supplied on a physical data medium. As a result, please observe the following:

**Note: Right of withdrawal when purchasing digital content that is not supplied on a physical data medium**

Your right of withdrawal for contractual digital content expires prematurely if XING has started to perform the agreement after you have granted XING your express consent to start execution of the agreement prior to expiry of the right of withdrawal and after you have acknowledged that your consent leads to the loss of your right of withdrawal when XING begins execution of the agreement.

You expressly agree that we will start to render the service before the end of the withdrawal period.

### 4. Subscriptions, terms

1. XING provides all of its users or selected user groups, e.g. Premium members, with the option to purchase passes and subscriptions with fixed terms. The term or purchase period applicable to each pass or subscription is set out in the offer description on the XING website. Following conclusion of a purchase agreement pursuant to Section 2.1 of these GTC, the user has access to the Content Partner's News Plus media purchased by way of concluding said agreement. The term for a pass begins on the purchase date.
2. Once a subscription purchase period expires, the agreement concluded with the user will be automatically renewed by the term set out in the offer if the user does not cancel the subscription in their XING account at least one day prior to expiry of the purchase period or current renewal period.
3. Passes for a certain period of time end as stated in the offer without requiring cancellation.
4. If a Premium user cancels their Premium membership, and said membership expires while a pass or subscription is still active, the pass or subscription term will continue to run pursuant to the contractually agreed purchase period, irrespective of the Premium membership termination.
5. The discontinuation or expiry of News Plus does not have any impact on the contractual relationship between XING and the user in terms of the user's Premium membership.

## **5. Remuneration**

1. The prices for News Plus content are as stated in the respective offer and include statutory VAT.
2. XING reserves the right to amend the prices and terms of individual media, media collections, passes and subscriptions. Active passes and subscriptions will not be affected from such amendments. Should the user renew a pass or subscription, the pass or subscription terms applicable at the time of renewal shall apply to the renewal.
3. A pass or subscription term cannot be paused or halted.
4. When billing News Plus content, XING aggregates multiple user orders over a certain period of time until a certain amount is reached. Once this amount has been reached, XING bills the user for all of the individual media purchased until that time. XING is free to amend its billing arrangements and will inform users of any planned amendments in good time.
5. Fees for News Plus offerings are due immediately upon receipt of invoice. Payment may be made with any of the various available payment methods.

## **6. Additional termination of the agreement for cause, reimbursement of advance payments**

1. If a Content Partner no longer provides its content during a user's active pass or subscription agreement, and if XING is therefore unable to fulfil its contractual duties vis-à-vis the user until the user's pass or subscription purchase period expires, both parties have the right to extraordinary termination of the contractual relationship without observing a notice period
2. In the event of extraordinary termination pursuant to Section 6.1 of these GTC, the user is entitled to assert claims for reimbursement of advance payments.

## **7. Rights of use**

1. The user is solely entitled to use the media content for personal, private purposes. Copies (e.g. print-outs) are only permitted for private purposes. Additional rights of use, in particular for business purposes, are explicitly not granted to the user.
2. The user is not permitted to duplicate, edit or redesign the media content or parts thereof, e.g. photos or single articles (unless they are not subject to any copyrights or intellectual property rights), nor is the user permitted to forward the content or parts thereof to third parties or to publish the content.
3. If the user breaches any of the above terms, statutory provisions or third-party rights, or if XING has any other legitimate interest, XING may impose the following sanctions: temporary or permanent deactivation of access to News Plus or termination of the agreement to use News Plus. Otherwise the user will indemnify and hold XING harmless against third-party claims in connection with legal infringements. The user is also bound to compensate XING for any and all losses and damages arising from such legal infringements. This includes, in particular, the reimbursement of fees incurred as a result of engaging a lawyer for legal advice/defence.

## **8. Validity of the provisions of the General Terms and Conditions for the use of the XING service**

Otherwise the validity of the [provisions of the General Terms and Conditions for the use of the XING service](#) shall apply.