

Disclaimer for electronic data traffic (especially e-mail)

1) The client has been informed and acknowledges that the electronic data transfer via internet and e-mail is unsecured and can be viewed and possibly misused by other persons, even if unlawfully. Furthermore, the client has been instructed that via communication via electronic 'data transmission, computer viruses and Trojan horses may - unintentionally - be transmitted, which may lead to damage to the client's computer and data.

The lawyer has informed the client that communication by e-mail can be password-protected and that there is the possibility of a secured web file access ("WebAkte").

2. the client expressly agrees that the e-mail address provided by him may be used for can be used without restriction for communication in the client relationship. The client shall himself ensure that the content is protected against access and inspection by third parties, as well as electronic mail and data transmission is protected against viruses and is checked. Should the client no longer agree to the transfer of personal data and information by electronic means during the client relationship, he/she will immediately inform the lawyer in writing.

(3) This being said, it is agreed between the parties that the lawyer shall not be liable in the event of the unintentional transmission of computer viruses and the inspection of unauthorized third parties, as well as the disclosure of personal data from electronic mail correspondence with the client. Furthermore, it is agreed that the liability for a loss resulting from simple negligence damage caused by the contractual relationship between the client and himself is excluded.

Law Firm Feinen, January 2020