

Terms & Conditions (as of July 15, 2016)

1 Basics

- 1.1 These Terms and Conditions (terms) apply to all services and opportunities that club4company provides to its customers.
- 1.2 The customer agrees to these terms, declares to be of legal age and able to enter binding agreements.
- 1.3 Should the agreement be entered on behalf of a third party, the originally intended customer, who it is for, must also be informed of these terms and conditions. By entering on behalf of another, the originally intended customer agrees to the terms also.
- 1.4 The terms and conditions can be changed anytime by club4company. The current version is viewable and downloadable on the website at all times. In the unlikely event that changes are not in favor of the customer, the customer will be informed in advance.
- 1.5 club4company provides no guarantee for successful connections between clients and service providers.

2 Contract, duration, cancellation and termination

- 2.1 The contract between the customer and club4company always begins with the registration of the customer on the club4company website.
- 2.2 The contract persists for an indefinite period - regardless of whether or not payments have been made.
- 2.3 A member who has registered as a service provider (company provider) has the option, within the statutory period of 7 working days - Saturday, Sundays and holidays do not count as a working day - to withdraw from the contract via the support form in the member area; provided an order and payment according to the FAGG (Remote and External Business Act) was placed. It is sufficient if the cancellation is dispatched within this period.

- 2.4 No refunds are made - except if point 2.3, the statutory right of withdrawal, applies.
- 2.5 club4company reserves the right to reject, close or delete user profiles without giving reasons - without compensation.
- 2.6 The customer has the opportunity to delete their profile without giving reasons. For this, just send an informal message via the support form.
- 2.7 The deletion of the profile takes place within 72 hours. Paid services may no longer be available after the deletion.
- 2.8 The termination of the agreement by deleting the user profile does not eliminate the requirements of the terms and conditions.

3 Profile and Registration

- 3.1 The Customer has been informed that there are two different types of profiles: Service Providers and Clients. The differences between the types of profiles can be found on the website.
- 3.2 The registration for both types of profiles is associated with no cost, only the purchase of a ticket for transmitting and receiving messages incurs a cost for the particularly selected period. The exact cost and duration of the ticket are indicated before purchase.
- 3.3 The profiles of service providers are visible to other service providers and clients - even if the service provider has not purchased a ticket.
- 3.4 The profiles of clients are not visible to others using the search functionality on the site, but only shown after the clients have initiated contact with a particular service provider.
- 3.5 Clients can use the site and all the functions of the profile free of charge.

- 3.6 It is not permitted to register a username that is morally offensive, vulgar, includes the name of a well-known or famous personality; contains legally protected text (e.g. trademark, copyright), or religious or official / public terms.
- 3.7 The Customer warrants that all information provided - in particular name, address, photo ID, date of birth and all other profile information – are true and correspond to the person.
- 3.8 A transfer or handover of the profile to another person to access the account is not permitted.
- 3.9 The customer can choose and change the password in the settings in the member area at any time. The liability for unauthorized access to the profile due to a chosen weak password lies with the customer.
- 3.10 By registering, the customer confirms that he/she has not been convicted of any crime and that no criminal proceedings are pending. If such a case arises after registration, the profile of the customer will be deleted.
- 3.11 club4company reserves the right to check on criminal records (reputation) based on publicly available information at any time. This requirement is in place to ensure that no criminal service providers and clients use the website and the safety for all users are increased.
- 3.12 The spreading or publishing of messages is allowed only if all parties agree and no defamation attempts are made in relation to club4company or towards the operator.
- 3.13 The customer agrees that club4company may, in the case of suspected abuse or breach of the terms, check profiles and messages. club4company or a commissioned agent may act as system administrator.

- 3.14 Service providers have to ensure themselves that their proposed service is not illegal in any way – particularly in relation to commercial law, trademark law, patent law, copyright law, tax law, property rights, and rights of others. club4company assumes no liability for unlawful acts committed by its customers.
- 3.15 All text, corporate logos, images and other data on the site of club4company are subject to copyright. All content, which is not already protected by copyright (for example, user photo, and bought licensed images and graphics), is under copyright of club4company. The use of parts or the entire website and its content, including media of any kind, is permitted only with prior written permission of club4company, respectively by the affected owners.
- 3.16 The display of contact information in the profile is prohibited. Particularly details such as email address, phone number, social referrals, links, postal address or other instructions to make contact outside the site.
- 3.17 If contact information - in addition to the required mandatory fields in the settings - is displayed in the profile, the profile will be blocked. In the case of such an infringement no claim for refund of already paid amounts can be made.
- 3.18 The customer acknowledges that in the case of infringements of point 3.16 and 3.17, club4company is permitted to issue a bill with immediate effect due to transaction costs (lost revenue).

4 Code

- 4.1 The following points 2.4 to 4.8 represent a binding code of conduct between the users and can lead to a blocked profile.
- 4.2 Users must not deceive or pretend false facts to other users.

- 4.3 Insults against the users of the site, content or the propagation of racism, hatred or physical violence of any kind against any group or individuals are strictly prohibited.
- 4.4 No unsolicited mails or chain letters (spam) are to be transmitted via the message system or other means.
- 4.5 No information is to be distributed, which are false, misleading inciting to illegal activities, abusive, threatening, obscene, defamatory or libelous.
- 4.6 Personal data of third parties or users, which are voluntarily provided may not be published.
- 4.7 Commercial activities of any type including contests, sweepstakes, advertisements, pyramid schemes and others deemed inappropriate by the site operator are not permitted.
- 4.8 The extraction of passwords or personal data of other users as well as other means of unauthorized access to profiles, the website, password-protected areas, difficult to access pages, images, or the database (hacking), not only leads to banning of the profile, it will also get reported to legal authorities.

5 Liability

- 5.1 The customer is liable for texts and content, which are entered by the customer into their own profile. Thus, the Customer declares to possess all rights necessary for this purpose.
- 5.2 The website operator assumes no liability whatsoever for the legality and the accuracy of the content displayed on the user's profile. Claims for compensation of any kind from club4company are expressly excluded.
- 5.3 The customer is aware and agrees that the data and content provided on the website in the user profile will be published. Data fields marked as non-public will not be displayed.

- 5.4 It is the customer's responsibility to ensure the security of the credentials (username, password) on the club4company website are warranted.
- 5.5 In the event of data loss the customer is not entitled to claim for damages.
- 5.6 In the case of changes, the customer, is obligated to update their personal details, such as name, address and email address immediately in the profile (settings). Failure to do so will lead to notifications (documents and e-mails) about changes at club4company being sent to the customer's last known address and are considered to have been received.
- 5.7 The operator of the website and their partners are not liable for possible errors in the IT system and software.
- 5.8 Natural disasters and other events beyond control, strikes, restrictions of services of other carriers, Denial of Service (DOS) attacks, the case of technical malfunction of the software or hardware, announced or unannounced repair and maintenance work, can lead to restrictions or interruptions. Therefore, the constant availability of the website cannot be assured and is not entirely within the control of the site operators.
- 5.9 club4company reserves the right to change offered features on the site and the site itself at any time. Although we endeavor to implement changes with good faith and in the interest of its members, it cannot be guaranteed that changes will not have a depreciative effect of the service.
- 5.10 In the case of interruptions on the site, the settings of individual features or the whole site, there is no entitlement to damages. Paid tickets are refunded pro rata, except in the case of the operator's pending insolvency proceedings.
- 5.11 club4company may contain hyperlinks to other sites or pointing to them on the Internet. Liability for the contents of these sources lies with the respective site operator, not club4company.

6 Privacy

- 6.1 club4company cooperates with the Internet and advertising agency Central Design e.U., which was commissioned as the website creator and administrator. Therefore all data that is entered by the customer at club4company can be viewed by Central Design e.U. Absolute confidentiality in relation to personal data is paramount and part of the cooperation.
- 6.2 The customer (subject to Section 4 Z3 DSG 2000) agrees that the data provided by them in accordance with Section 4 Z1 Act 2000 (user profile) of club4company and Central Design e.U. be used to operate the portal (website), ensuring that the quality of the services can be offered.
- 6.3 Furthermore, the customer agrees to the use, according to Section 4 DPA 2000 Z8 specified in the user profile sensitive data and to Section 4 Z2 Act 2000 and Section 9 Z6 Act 2000, expressly.
- 6.4 In accordance to point 6.2 and 6.3, should the customer withdraw his/her consent, which can be done at any time, the user profile will be deleted.
- 6.5 The customer agrees to be notified of new messages in his profile mailbox via email with information related to the user account by system administrators.
- 6.6 There is no unsolicited delivery of newsletters or other promotional mailings unless the customer has agreed to receive them.
- 6.7 The Website uses cookies (small data files which are stored locally in the browser of the site visitor that can be seen and deleted) to ensure the technical functionality of the website. So-called tracker cookies (tracking cookies) are not used. It should be noted, however, that cookies from external websites can track the traffic to our website - club4company assumes no liability for those sites.

7 Final Provisions

- 7.1 Should any provision prove to be, for whatever reason, invalid, all other provisions shall remain intact.
- 7.2 The place of action and jurisdiction is the residential address of club4company.