

## **General Terms and Conditions (“GTC”) of InterNations GmbH (“InterNations”)**

**for the use of the services under the top level domain [www.internations.org](http://www.internations.org)**

Version: ~~September 10, 2007~~ [01 March 2009](#)

Welcome to InterNations! Below you will find the GTC governing the use of [www.internations.org](http://www.internations.org) and any of its sub-domains and aliases of these domains (“InterNationsWebsite(s)” or “Website(s)”). When using the InterNationsWebsites please bear in mind that [www.internations.org](http://www.internations.org) is a genuine [online](#) community and any information you disclose about yourself and everything you upload can generally be freely viewed, copied, used, and passed on by ~~other users~~ [others](#). By registering to use the InterNationsWebsites you consent to the following GTC.

If you use InterNations [as a consumer i.e.](#) for a purpose that is not related to your commercial or freelance activity (“Consumer” according to section 13 German Civil Code), please see also the provisions set forth in section 13 [of these GTC](#) (Consumer’s Right to Cancellation):

### **1. Scope**

- 1.1 The provisions of these GTC govern the entire legal relationship between the validly registered user (“User”) and InterNations and are applicable to all services provided to the User or offered on the InterNationsWebsites (“[InterNationsService\(s\)](#)” or “[Service\(s\)](#)”) and also to all [of](#) the User’s actions, contents, or other material relating to the InterNationsWebsites. No conflicting terms of use or conditions of the User shall be applicable and are hereby rejected. The complete and valid GTC are available in a printable [and storable](#) form on each InterNationsWebsite under “Terms ~~and~~ [&](#) Conditions”.
- 1.2 The User enters into this agreement on the use of Services with InterNations GmbH, Schwanthalerstrasse 39, 80336 München, Germany. In so far as these GTC also mention other ~~users~~ [Users](#) of the InterNationsWebsites, these GTC shall also govern the relationships between ~~users~~ [Users](#). However, no ~~user~~ [User](#) shall claim rights under this agreement against other ~~users~~ [Users](#) without prior consent of InterNations.
- 1.3 InterNations reserves the right to amend these GTC at any time insofar as these amendments are not unreasonable for the User. InterNations shall give due notice of any amendments of these GTC to the User via the User’s email address or by placing a notice in the User’s personal inbox on the InterNationsWebsite. The amendments to the GTC shall be effective from that point in time unless the User objects within two (2) weeks after receipt of said notice by sending a fax or letter to InterNations, provided that InterNations has explicitly informed the User about the consequences of such non-objection.

### **2. Services**

- 2.1 InterNations provides the User with an Internet platform which incorporates technical applications that allow the User to establish contact and share information with other ~~users~~ [Users](#). This Service made available via the InterNationsWebsites includes upload, download, and posting options regarding materials and information, which InterNations, the

User, or other ~~users~~Users want to share on the InterNationsWebsites (“Content(s)”). The Services are described in detail on the InterNationsWebsite.

- 2.2 InterNations does not take part in any communication between Users and is not responsible for or party to any agreements that Users engage in by communicating over InterNationsWebsites. [This also applies to the relationship between Users offering tickets for events via the Event Ticket Shop tool and Users ordering such tickets or signing up to such events.](#)

[The principles set forth in this Section 2.2 shall also apply for any agreements between Users and third party service providers \(for example the providers of services such as the Event Ticket Shop\) providing supplemental services embedded in or linked to the InterNationsWebsites. Such third party service providers are acting independently from InterNations and InterNations does not accept any liability for third parties’ acts or omissions.](#)

- 2.3 Users who want to take advantage of the Services provided on InterNationsWebsites have the option to register for a free membership ~~in a private contact forum~~ (“Basic Membership”) or for a paid membership in a premium community forum ([“Premium Membership”](#) or [“Albatross Membership”](#)). InterNations shall have the right to upgrade registrants for the Basic Membership to a free of charge, temporary Albatross Membership during the beta period of InterNationsWebsites or for general promotional purposes at any time thereafter. The terms of such upgrade shall be determined at the sole discretion of InterNations.
- 2.4 The Services include offers to join certain groups or subgroups and other forums on the InterNationsWebsites (“Groups”). The User acknowledges that these Groups may be established by other ~~users~~Users of the Services and accordingly, the ~~user~~User moderating the respective Group is free to choose whether the User may join or remain in the Group. InterNations is not responsible or liable for the participation or any action of the User or any other ~~users~~Users, including the Group moderator, in the Group.
- 2.5 InterNations reserves the right to modify the Services or to offer services different from those offered at the time of the User’s registration at any time unless this is unreasonable for the User. InterNations shall give due notice of any amendments of Services to the User via the User’s email address or by placing a notice in the User’s personal inbox on the InterNationsWebsite. The amendments to the Services shall be effective from that point in time unless the User objects within two (2) weeks after receipt of said notice by sending a fax or letter to InterNations, provided that InterNations has explicitly informed the User about the consequences of such non-objection.
- 2.6 The User understands that it is technically impossible to offer or ~~warrant~~[guarantee](#) a 100% availability of the InterNationsWebsites. InterNations will ~~use~~[make](#) reasonable efforts to keep the InterNationsWebsites available without unplanned interruption. However, maintenance, security or other planned actions, and/or events beyond InterNations’ reasonable control (e.g., disruptions in public communication networks, power failures), may cause temporary interruptions or other failures of the Services.

### 3. Registration

- 3.1 In order to sign up for a Basic or Albatross Membership Users must apply for registration by completing the registration procedure on the InterNationsWebsite. By completing the

registration procedure, the User consents to enter into this agreement to use the Services and InterNations accepts this offer by activating the User's membership and personal account.

- 3.2 The User ~~warrants~~guarantees and represents that the User has fully and truthfully submitted the information required by InterNations for registration and does not use pseudonyms or nicknames. The User shall keep data in his/her profile up-to-date, in particular any changes to his/her e-mail address. The User shall ensure that InterNations can establish contact with him/her via the contact details provided by him/her in the personal profile on the InternationsWebsites at all times.
- 3.3 InterNations reserves the right to refuse registration of any user for any or no reason.
- 3.4 The User hereby confirms that the User is of legal age at the time of registration and has not already registered with InterNations, i.e., only maintains one (1) ~~user~~User account.
- 3.5 ~~With~~ During registration the User ~~has to~~must define a password which the User will use to identify himself/herself in order to access the Website(s), the Services, and the User's personal account. The User is responsible for keeping the password secret and preventing other persons from accessing the User's account via this password. The User agrees to notify InterNations of any ~~unauthorized~~unauthorised use of the User's password or account or any other breach of security immediately through the contact form available on each InterNationsWebsite under "Contact". The User promises to immediately inform InterNations if there is any indication that the password is being used by third parties. InterNations will not be liable for any loss or damage arising from the User's failure to comply with this section.
- 3.6 In so far as the User is in breach of the obligations agreed in this section 3, InterNations shall be entitled to terminate this agreement with immediate effect, to block the User's account and or to prevent further use of the Services and the Website(s) by the User.

#### **4. Prices and Payment**

- 4.1 The prices for the Albatross Membership are set forth on each InterNationsWebsite under ~~"Membership"~~"My Account" and shall be binding. Payments shall be due immediately upon invoicing and can be effected by any of the debiting procedures made available by InterNations. Invoices will be sent to the User in a printable and storable version by email ~~and will additionally be available for download in the User's personal inbox on the InterNationWebsite.~~ The User is aware of the fact and agrees that in case of online debiting procedures (i.e. payment via credit card) any data (e.g. name, credit card number, expiry date, bank details etc.) which is necessary for the due processing of such payment will be transferred to third parties involved in the execution of the debiting procedure (e.g. operator of payment module, credit card acquirer and the bank issuing the credit/debit card).
- 4.2 The User shall at all times provide for sufficient funds to allow for collection of any fees in the course of the debiting procedures designated by him/her. Any costs (such as bank charges etc.) triggered by the failure to do so shall be borne by the User.
- 4.3 InterNations reserves the right to amend the prices for future provisions of the Services. Any price amendments shall become effective one (1) month after due notice by InterNations of the amendment via the User's email address or by placing a notice in the User's personal

inbox on the InterNationsWebsite. The User may terminate the agreement within two (2) weeks after receipt of said notice by sending a fax or letter to InterNations.

## 5. User's Obligations

- 5.1 The User shall only provide true and accurate personal, social, and professional information and shall not post on InterNationsWebsites any photographs identifying the User which are older than three (3) years or on which the User cannot be clearly and plainly ~~recognized~~recognised. The User shall not use any nicknames or pseudonyms to identify himself/herself.
- 5.2 The User shall not use, upload, post, email, transmit, or otherwise make available any Contents, or have other make the same available on the InterNationsWebsites, or send other ~~users~~Users messages with Contents that violate laws and statutes in any manner ("Illegal Contents"), such as, but not limited to:
- a) ~~a)~~ Contents breaching third-party rights – e.g., copyright, performance and commercial property rights such as brands, patents, registered designs, design rights, and also other rights, for example name and personality rights;
  - b) ~~b)~~ Contents which are insulting or defamatory, regardless of whether said contents are directed at InterNations personnel or other companies or another ~~user~~User;
  - c) ~~c)~~ Contents and actions violating criminal law, promoting anti-constitutional ~~organizations~~organisations or insignia of such ~~organizations~~organisations; Contents glorifying violence; racist, pornographic, sexist Contents; Contents harmful to young persons; Contents trafficking in narcotics, inciting or downplaying the consumption of narcotics, inciting criminal offenses, gambling, insult or slander, defamation etc.;
  - d) ~~d)~~ Contents promoting any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling or pyramid sales) or Content unreasonably annoying any other ~~user~~User (cf. section 7 of the German Unfair Competition Act; e.g., spam, chain letters, multi-level marketing or multi-level network marketing);
  - e) ~~e)~~ Contents which include information for which the User has no right to disclose or make available under any law or under contractual or fiduciary relationships (such as proprietary and confidential information or insider information etc.);
  - f) ~~f)~~ Contents that contain company logos (excluding, however, employees of InterNations who may use the InterNations logo);
  - g) ~~g)~~ Contents intended to disrupt, destroy, limit, or impair services on the InterNationsWebsites or the functionality of any computer software or hardware or telecommunications equipment, in particular through robots, spiders, spamming, DOS attacks, chain mail, junk mail, scripts etc..
- 5.3 The User shall not send identical messages to more than one (1) User on the InterNationsWebsites.

5.4 The User shall not (i) disguise the origin of any communication via the Services or disguise his/her own identity while using the Services in any way; (ii) disobey any requirements, procedures, policies, or regulations set up for the use of the Services on InterNationsWebsites by InterNations; (iii) interfere with or disrupt the InterNationsWebsites, its servers or networks connected to InterNations, or conduct actions that impair the operability of InterNations' infrastructure, particularly which may overload said infrastructure; (iv) block, overwrite, modify, or copy any Contents on InterNationsWebsites, unless said actions are necessary for the proper use of the Services. The use of any search engine technology is not necessary for the proper use of the Services, and is therefore prohibited.

~~5.4 The User shall not send identical messages to more than one (1) user on the InterNationsWebsites.~~

## 6. Granting Rights to Use

- 6.1 The User grants InterNations all rights with respect to Contents as needed to fulfill the purpose of this agreement. In particular, the User grants the royalty-free, perpetual and irrevocable, non-exclusive, worldwide and unrestricted transferable and sublicensable license:
- a) to store all Contents (in particular images, videos, texts etc.) uploaded or posted during the use of the InterNationsWebsites in an electronic form,
  - b) to make the same available to other ~~users~~Users and third parties and to disseminate the same to other ~~users~~Users and third parties upon demand by way of download, and also to permit other ~~users~~Users and third parties to make virtual or physical copies of these Contents for their private or other own use,
  - c) to reproduce, disseminate, make generally available, and broadcast all uploaded Contents on all Websites or other platforms and services operated by InterNations (in particular TV, advertising, print media, radio, Internet, mobile Internet),
  - d) to process the Contents in a user-friendly form, make the same amenable for research and process the same such that other ~~users~~Users and third parties can access the same at any time. This includes converting the Contents into other data formats. InterNations is also granted the right to process the Contents with respect to visual appearance, font, layout, scaling etc.. InterNations shall have the right to combine the Contents or parts thereof with its own or third-party Contents, in particular to add links to the Contents or make the same available to third parties via links,
  - e) to amend, shorten, block or suspend access to, and delete any Contents provided by the User.
- 6.2 With respect to all Contents described above, the User hereby waives the exercising of all moral rights as far as legally possible, in particular with respect to infringements through changes to the Contents made by InterNations or third parties.
- 6.3 The User hereby warrants that with respect to the entire Contents furnished by the User, the User is the holder of the corresponding intellectual property rights or is entitled to use and transfer rights of use (in particular for publication, reproduction, and dissemination) to the extent necessary and required under these GTC and during the course of the Contents being used on the InterNationsWebsites without the infringement of any third-party rights.

## 7. No Responsibility for the User's and Third-Party Contents

- 7.1 InterNations shall not be liable for any Contents provided or made available by any ~~user~~User, including the User's content. In particular, InterNations does not warrant that any such Content is true or accurate, or that it ~~fulfils~~fulfills or serves any particular purpose.
- 7.2 If the User finds Contents offensive or objectionable, or a breach of its or any third-party rights, or illegal in any other way, the User shall contact InterNations through the contact form available on each InterNationsWebsite under "Contact", or by sending a fax or letter to InterNations. InterNations will investigate the complaints and violations of its policies and may take any appropriate action, including, but not limiting to issuing warnings, removing or blocking the Content or terminating accounts and/or subscriptions.
- 7.3 The User acknowledges that the InterNationsWebsites include and provide Contents provided by third-party providers as well as links to websites of third parties (altogether "Third-Party Contents"). InterNations shall not be liable for any such Third-Party Contents, but will comply with its obligations in accordance with the German Act for Telemedia Services ("Telemediengesetz").

## 8. Terms of Termination, Reimbursement of Advance Payments

- 8.1 This agreement shall remain valid and binding as long as the User uses the Services. ~~The User~~If the parties have agreed on a minimum service period for the Albatross Membership the term shall be automatically renewed for a further period of the same length as the originally agreed upon minimum service period (as a maximum such renewal may extend to one (1) year) unless terminated according to section 8.3. Both parties may terminate this agreement without cause according to sections 8.2. and 8.3; both parties may terminate this agreement for cause in accordance with section 8.5.
- 8.2~~The User~~ Both parties may terminate the Basic Membership at any time without cause.
- 8.3 ~~The User~~ Both parties may terminate without cause the Albatross Membership to the end of the minimum ~~Service~~service period as chosen by the User in the course of the registration process, or to the end of any renewal period, by giving notice of ~~thirtyseven (30) business~~7 days before the lapse of the respective period. If the User has terminated the Albatross Membership, the User is entitled to retain a Basic Membership ~~until such termination takes effect~~.
- 8.4 Any termination according to sections 8.2 and 8.3 requires that the User sends a notice of termination by sending a respective fax or letter to InterNations. The termination notice shall include the User's registered name and an email address of the User registered on the InterNationsWebsite.
- 8.5 A party may by written notice to the other party terminate this agreement for good cause in accordance with section 314 German Civil Code, taking into account all circumstances of the individual case and weighing the interests of either party against the other party, also considering any other adequate measures set forth in section 8.6. On InterNations side, this is in particular the case, if

## ~~7~~ General Terms and Conditions of InterNations GmbH

- a) the User, when using the Service, fails to comply with any applicable statutory legal requirements or substantial contractual obligations as set forth in these GTC;
- b) there is a cause in the person of the User or in his/her activities in relation to the InterNationsWebsites which may substantially impair the reputation of the Websites or InterNations.

8.6 In the event of a good cause in accordance with section 8.5 and notwithstanding InterNations' right to terminate the agreement, InterNations is entitled to:

- a) delete or block the Contents posted by the User,
- b) send the User a notice detailing the cause and claiming remedy of the cause, or
- c) block the User's access to the Services.

8.7 The User shall not be entitled to claim reimbursement of any advance payments made by the User if InterNations has terminated the agreement or blocked the User's access for good cause pursuant to section 8.5 and ~~8.6~~, 8.6.

### **9. Privacy**

InterNations acknowledges that any personal data provided by the User to InterNations is extremely important to the User. InterNations shall comply with all applicable legal provisions regarding data protection (German Data Protection Laws, European Data Protection Directives, and any other applicable data protection legislation). In particular, InterNations shall not provide or otherwise disclose any personal data of the User to any third party without consent, unless InterNations is required by statutory applicable law to reveal the data to third parties, in particular government or regulatory bodies or if the transfer of data is necessary for operation of debiting procedures as described in section 4.1 above. Details on InterNations' handling and processing of the User's personal data are set forth in ~~InterNation's~~ the "Privacy Policy of InterNations GmbH ("InterNations") for the use of the services under the top level domain www.internations.org" ("Privacy Policy") accessible on each InterNationsWebsite under "Privacy Policy".

### **10. Liability of InterNations**

10.1 Subject to the provisions set out in this section, InterNations shall only be liable for any damages, irrespective of the cause of action, including tort, which (i) are caused by negligent violation of an essential contractual obligation ("Kardinalpflichtverletzung") which have to be duly fulfilled for the achievement of the contractual purpose and on which fulfillment the User can rely on under normal circumstances, or (ii) are caused by gross negligence or willful misconduct of InterNations.

10.2 If InterNations is held liable under the preceding paragraph, InterNations' liability shall be limited to those typical damages which InterNations could reasonably foresee at the time of execution of the agreement, based on circumstances known to InterNations at that time, provided, however, that this limitation shall not apply if any damages are caused by InterNations' gross negligence or willful misconduct.

- 10.3 InterNations shall not be liable for any consequential, incidental, or indirect damages unless those damages are caused by InterNation's gross negligence or willful misconduct.
- 10.4 Nothing in this section 10 shall limit InterNations' liability for personal injury and property damage claims based on the German Product Liability Act (["Produkthaftungsgesetz"](#)).

## 11. Indemnity

The User shall indemnify and hold InterNations harmless [and not accountable](#) for claims for breach of third-party rights for which the User is responsible or any damage which is caused by a breach of any contractual obligations by the User. The User shall in particular indemnify and hold InterNations harmless [and not accountable](#) for claims by third parties resulting from any illegal acts by the User, in particular with respect to Contents provided by the User infringing third-party rights or otherwise Illegal Content. In so far as such infringement of rights result in court proceedings, the User shall also bear the costs incurred by InterNations as a result, in particular court and attorney costs.

## 12. Miscellaneous

- 12.1 Unless otherwise stated in these GTC, the User may submit all notices to InterNations by fax or letter. [The complete contact details of InterNations can be found on each InterNationsWebsite under "Contact"](#). InterNations may send notices to the User by placing a notice in the User's personal inbox on the InterNationsWebsite, email, fax, or post to the addresses given in the User's current contact data in his/her ~~user~~[User](#) account.
- 12.2 If any provision of these GTC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.3 The place of performance under these GTC shall be InterNations' main place of business.
- 12.4 Place of jurisdiction, insofar as legally admissible, shall be Munich, Germany. This shall not impair any consumer jurisdiction forum competent for a dispute.
- 12.5 These GTC and the contractual relationship shall be governed by German Law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

## 13. Consumer's Right to Cancellation

If a User uses the Services for a purpose that is not related to either his or her commercial or freelance activity ("Consumer" according to section 13 German Civil Code), the following provisions shall apply:

- 13.1 The User may cancel registration for the Basic or Albatross Membership within two (2) weeks without stating a reason. The two-weeks period starts when membership is activated by InterNations, but not before the receipt of these instructions.

Furthermore, the User is entitled to cancel registration for the Albatross Membership within two (2) weeks without stating a reason, after changing from Basic Membership to Albatross Membership. The two-weeks period starts when the Albatross Membership is activated by InterNations, but not before the receipt of these instructions.

In order to meet the cancellation deadline in each of the aforementioned cases, the date of dispatch of the cancellation notice is decisive. In each of the aforementioned cases, the cancellation notice should be sent by post to InterNations GmbH, Schwanthalerstrasse 39, 80336 München, Germany. The User may also deliver notice of cancellation by sending a fax or email to InterNations. The fax number and email address of InterNations are sent to the User upon registration and can be found on each InterNationsWebsite under “Contact”.

The User’s right of termination under section 8 shall not be affected by the User’s cancellation right under this section 13.

13.2 According to section 312d para. 3 of the German Civil Code, the User’s right of cancellation lapses before the end of the cancellation period referenced in section 13.1, if:

- a) InterNations has begun performing the Services for which the User is registered with the express consent of the User, or
- b) the User has initiated the Services for which the User is registered (e.g. in which the User has accessed the Website in accordance with the type of Membership chosen by the User at registration).

13.3 In the event of a valid cancellation, both parties shall be obliged to restore any benefits already received in accordance with legal provisions, and issue any gains (e.g. interest). If the User is unable or partially unable to restore the benefits, or only able to restore them in poor condition to InterNations, then the User must reimburse InterNations for the corresponding value. The User must fulfill obligations for reimbursement within 30 days after dispatch of the cancellation notice.

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