

## **General terms and conditions (GTC)**

of deinblick UG (haftungsbeschränkt), represented by Chris Schiebel, Dachauer Straße 187, 80637 Munich, Germany, registered HRB 185488 (henceforth referred to as supplier) that govern all use of the deinblick.com website and the services and contents available on the website and derived from the website, including any print or promotional materials, no matter how disseminated (in total referred to as "services" hereafter).

The supplier (deinblick.com) offers his services to you based on these general terms and conditions (GTC). These GTC are to protect and keep your rights, third-party rights and the rights of the supplier in terms of the services offered. In order to use these services, you are required to accept these GTC, whose validity you bindingly approve with your registration resp. by using these services.

The Services are offered subject to acceptance without modification of all of the terms and conditions contained herein (the GTC) and all other operating rules, policies and procedures that may be published from time to time on the Website of the supplier. Conditions contradictory to those mentioned in these GTC are not accepted. These GTC are valid in the version respectively current at the time of usage. The supplier reserves the right to modify or replace any of these GTC at any time. Each changes will be announced by the supplier in due time by appropriate hints within the range of the online services on the website via email or newsletter. Those changes to the GTC are applicable if you do not contradict or continue using the services.

### **1. Purview**

The supplier is owner of the deinblick magazine (online- and print version). The magazine consists of user contributions, whose contents have to be oriented and based on the topics chosen by the supplier. These GTC regulate the relationship between user and supplier. The latter is the operator of the offered services.

The supplier provides a platform for the illustration, publication and distribution of third person contents at [www.deinblick.com](http://www.deinblick.com). These contents on the website, including all submissions, may be videos, images and texts, software, scripts, art works and photography, graphics, audio and interactive functions (hereafter referred to as "contents"). The supplier permits his users to publish their own contents on a multimedia platform, to watch, evaluate and communicate third person contents, to participate in competitions, voting's and contests, to use the offered web forums as well as to create their own user profiles. Inherently, the users do not have any right to claim for remuneration as the magazine itself is supposed to provide a public platform primary for unknown artists and writers of articles to publish and present their works.

The supplier takes no responsibility for third person contents, their respective evaluations or comments on these contents. Concerning further, perhaps charged services and proposals, supplementary terms and conditions can be provided. For information about prices and the author's participation in the proceeds that apply to the already existing download zone, please refer to the latest price list provided.

Also included in the purview of these GTC is the supplier's right to publish the users works in the print version according to the same conditions as the publication within an online version. Furthermore this includes the application and utilization of users' uploaded works for all kinds of advertisement.

## **2. Registration and Qualifications of Use**

For successful registration it is required to entirely fill in all mandatory fields on the respective form. Registration expects you to be legally competent or to act with the consent of your legal representative. With registration you assure to the supplier that your data is complete, precise and conform to the truth as well as constantly kept up to date. All contents and services provided by the supplier are solely for your own personal use and may not be used in connection with any commercial purposes except as specifically approved by the supplier. Any unauthorized use of the services is expressly prohibited. Moreover you are to keep any access data, like passwords secret and not to pass them to somebody else.

Should in consequence of any user's fault any third party use the supplier's services by means of his access data, the user is personally liable for consequential harm.

The assignment of membership is excluded. As far as not marked differently the services offered on the platforms are free for the user. Prices for single or all offers resp. supplement service are subject to change with prior notice by the supplier.

The supplier is not obliged to accept contents for publication and does not take responsibility for the storage of users' published contents. As far as published contents are deleted, the supplier's liability for the loss of contents is excluded. There are no rights such as to claim the usage of the offered services or to participate in competitions and contests.

### **3. Fees and Terms of Payment**

All fees of the supplier are final customer prices in Euro and include the currently in force VAT. The prices given at the time of order are valid. The act of payment is made by supplier's option per prepayment. The customer has the opportunity to pay either by credit card or PayPal.

The supplier remains owner of all products, until they had been completely paid by the customer. As soon as the supplier has successfully received the payment, the customer will be informed via email. Furthermore the invoice will be provided to the customer as a PDF, which also contains information about the anticipated date of delivery (outgoing Germany).

### **4. Delivery/ Delivery Times/ Delivery Charges**

The delivery date will always be provided on the supplier's website. Shipping within Germany is usually done within three days, except it is marked differently elsewhere in the product-description of an article. Foreign-going deliveries (also within the European Union) take place within approximately seven days, except it is marked differently in the product-description of an article. The supplier always takes effort to comply with the agreed delivery dates. If there are any delivery delays, the supplier will inform you. Briefly before significantly statutory

holidays there can be delivery delays because of the common upper delivery occurrence of diverse forwarders. Deliveries will be mainly commissioned to Deutsche Post and GLS. Should the recipient not be at home in order to receive the delivery, the local messenger will leave a note with further information concerning the collection of the delivery, as is customary. For this service of Deutsche Post or GLS the supplier cannot take warranty.

Should the ordered item not be delivered in time because the supplier has not been supplied in time by her vendor, you will be informed immediately. In this case you can either decide to wait for the ordered item or to cancel your order. If there is a cancellation already rendered consideration will be immediately compensated by refund.

## **5. Contents**

The users themselves are solely responsible for any of their uploaded contents, comments and other data as well as for the potential consequences involved. If you upload any contents you simultaneously assure to have all the necessary national and international rights, authorities (names-, personal-, copy-, data protection rights and related rights, etc.) and/or licenses to submit, publish and distribute these contents.

Furthermore you assure not to take any action or post, upload or submit:

- contents that are unlawful, threatening, abusive, harassing, defamatory, damaging, hate activating, violence instigating, xenophobic or racist, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane or which otherwise violates these GTC;
- contents that infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- contents that are unauthorized or unsolicited advertising, junk or bulk email;
- contents that in any way are pornographic, violence-glorifying or elsewhere liable to corrupt the young and able to damage minors;
- contents that contain hints or links to web pages with illegal or common decency contradictory contents or components;

- contents that embody software, applications, programs, viruses or other data, that is able to affect, interrupt, harm or gain unauthorized access to the services and functions of hard- and software or mechanism of the telecommunication infrastructure. This additionally includes an unreasonable or disproportionately large load on the supplier's computing, storage or communication infrastructure;
- contents, that are considered to be company secret, confidential or in any comparable manner.

As well as you agree:

- not to impersonate any person or entity without his, her or its express written consent;
- not to involve commercial activities without the prior written consent of the supplier;
- not to collect information of other users, such as user names, passwords, email addresses, or further users of the services, unless the supplier authorizes this service for the future. Using the service is bounded to the limits defined in these GTC. Further you oblige yourself not to send spam in particular.

The supplier stores contents or respectively provides access for users to the platform however takes no responsibility for the accuracy, appropriateness and quality of the published contents in any case. Publishing those contents and comments does not imply acceptance or approval of external contents or any kind of connection to the publishing users. The contents solely come from the respective users, who take full liability for those. There is no possibility for the supplier to check the user's respective contents and data in a given case. The respective users have to guarantee in every respect for their submitted contents.

The supplier is bounded to highly quality requirements and reserves the right, but does not accept obligation, to check contents anytime and to refuse, ban or remove such contents, that do not conform to these GTC and/or that are tainted with third party rights and to initiate in suspected cases the prosecution of violated rights. Moreover the supplier reserves the right to edit, adapt or modify contents fully or partly for technical, substantial or moral reasons.

If there are, in spite of these GTC, any cases in which contents are published, that infringe a third party right, like copyrights and related rights, or if you have the suspicion that there are such cases, the supplier asks you to inform her about this. For contact information please see the contact details of the supplier at the very end of these GTC. Please explain thereby as exactly as possible the content you refer to as well as the potential infringement. Also contact the supplier if you want to complain about contents with forbidden, dishonest, offensive or abusive content. To facilitate the tracing of such cases please pay attention to proper and complete indications.

## **6. Transfer of Rights of Use**

By adjusting or submitting (upload) contents you permit the supplier to use and transfer the contents for the offered services as well as that you grant the necessary rights for using the submitted content in each case, without excluding the use of someone else (non-exclusive right of use).

The right of use involves the regionally and temporally unlimited and transferable right of reproduction, distribution (especially also in printed version) transmission, publishing, public reproduction, the right of providing the work to the public by wire or wireless means including the making available to the public in a way that members of the public may access these works from a place and a time individually chosen by them.

Further included are the rights to grant a sublicense, the right to publish any submitted work via omnifarious data media, internet, all kind of conceivable media sizes, distribution channels, as well as all electronic and digital media and networks, wireless and wire bonded, as well as the right of reproduction via picture and sound carrier and the reproduction of broadcasting.

Furthermore the right of adaption and transformation of contents is included, particularly the translation into different languages, the right of converting into other date formats, as well as the storage- and database right in every form, the right of digitization and of storage with other works and part of works.

The supplier is qualified to place and/or shift advertising and/or run promotional arrangements in context with the works. You agree with this and with the announcement of advertisement by your registration for resp. with the use of the offered services.

The author has the absolute right of recognition of his authorship of the work. Thus the supplier will always post the user's name (and alias if available) to designate all works to its author. This will be visible to other users.

## **7. Duration of Use**

The supplier may, at its sole discretion, immediately terminate your access to the services should your conduct fail to conform strictly with any of the terms or conditions of these GTC or with any provision of this GTC. The supplier is also entitled to abandon the offered services or parts of it anytime without any advice and without giving a reason.

With sign-out or removal of your registration (please send an email to [support@deinblick.com](mailto:support@deinblick.com)) you can quit your membership at any time whereby the commitments arising from these GTC concerning the usage of the offered services without registration and relating to your uploaded contents, which had not been removed or erased, continue to apply. Earlier transferred rights stay furthermore with the supplier. There is no right of users to claim back published or submitted contents.

## **8. Liability**

The supplier is only liable for her own area of responsibility, i.e. for mistakes made by the supplier, her employees or vicarious agents. Users of the offered services are not vicarious agents of the supplier. The supplier is liable after the provisions of law, as far as the user claim damages that are based on intent or gross negligence, including the intent or gross negligence of vicarious agents. Liability for culpable violation of life, body or health remains untouched, also imperative for the product liability law.

Based on possible technical or maintenance conditioned insecurities the supplier is not able to warrant a steadily and infallibly operation of the offered services and also an interruption-free and errorless publishing. The supplier does not take responsibility for the receipt of the adjusted contents and sent email/SMS/MMS messages and also not for possible faults by storage or forwarding of contents and messages. The supplier has no influence on the technical transfer of content through your provider or telecommunication host. A liability therefore is excluded. The supplier does not take responsibility for the storage of users' submitted contents. As far as submitted contents are going to be erased the supplier's responsibility for a loss of contents is excluded.

The supplier is not obliged to accept, present and spread contents and news. The supplier does not take responsibility for mistakes and any characteristics of the contents, in particular not for any lack of titles.

The supplier does not take warranty for adjusted resp. submitted users' contents. Approval on foreign contents or a link to their operator is not implicated through links and ad banners that are contained in these contents.

The contents exclusively come from the respective user, who takes responsibility therefore, except where the supplier modified contents by her own hand. There is no possibility for the supplier to check the user's data in a given case.

So the supplier does neither take responsibility for the defectiveness of these data nor take liability for the correctness, completeness and actuality of these. The respective user has to avow in every way for any content that arises from him. User assures to have available or is allowed to legally dispose of all national and international rights of use necessary for the use (copyrights, trademark, related rights, names-, personal-, copy-, data protection rights and neighboring rights and/or licenses for the adjusted contents).

The user dispenses the supplier on first demand from every third-parties claims, that are claimed by these because of the infringement of their own rights or rights that are delegated to them, esp. copyrights, licenses, competition law and other related rights based on user transferred or adjusted contents. This contains the recompense of all costs that occur to the

supplier because of the prosecution and the infringing contents. For defense the user makes available all necessary documents and details.

## **9. Privacy Policy**

The supplier takes the regulations of the data protection act and the protection of your own private data seriously. Personal data are just ascertained in the technical essential extent, so e.g. for contracting. In no case the ascertained data is used or sold outside the supplier's business or is passed to a third party insofar as it is not necessary to fulfill the contract. The supplier ascertains and stores automatically log files information on her server that is submitted to her by your browser. This is:

- Type/Version of the browser
- used operating system
- referrer URL (before attended site)
- hostname of accessing computer (IP address)
- time of server request

There is no possibility for the supplier's assistants to match these data to certain people. There is no conjunction of these data with other sources of dates. Furthermore this information will be erased immediately after a statistical evaluation.

If you want to receive the newsletters offered by the supplier, your valid email address is necessary as well as information that allows the supplier to prove that you are the owner of the stated email account resp. that the holder agrees with receiving newsletters. More data on this are not ascertained.

Your consent to the storage of dates, email address and the use of the address for emailing the newsletter can be revoked without giving reasons any time.

By the way personal data is only ascertained if you voluntarily inform the supplier within registration, order (like print editions), uploading contents, opening a clients' account or

registration for the supplier's newsletter. The supplier uses the communicated data without your separate consent only to fulfill and process your order or to allocate them to your contents. The supplier explicitly points out to the fact that you are obliged to make correct, true and complete statements of your respective actual information. False addresses cannot be served!

With using the services you agree herewith to the storage of the inventory data (name, address, email address, phone- and fax number) and with separate consent in the storage of your bank account (name of the bank, bank code number, bank account number), respective credit card data, in a customer database. In this way you can be identified and order with username and password or email in future entries or purchases without entering all your data separately once again. You can revoke this consent any time with effect for the future.

The collection of your payments is made by a therefore authorized and certified payment provider. To handle payments the supplier transfers your payment information to the commissioned credit institute. Your contact details are solely forwarded to the supplier's print and delivery commissioned businesses, as far as it is necessary for completion the commissioned services. Your issues that deserve protection will be considered according to the provisions of law.

The supplier's website uses so-called cookies in several quarters. They serve to make websites more usable safer. Cookies are small text files that are deposited on your computer and stored by your browser. Most of the cookies used are so-called "Session-Cookies". They will automatically be deleted at the end of your visit.

You are entitled to inform yourself for free about the stored data concerning your person, their origin, their recipient, the blockage, erasure of data, as well as the revocation of given acquiescence and the purpose of data possessing. Information about stored data provides the data protection officer of the supplier.

Please refer to us at [support@deinblick.com](mailto:support@deinblick.com).

## **10. Non-assignment Clause**

An assignment of potentially titles against the supplier at the instance and in the context of the publishing and spreading of contents or therewith connected dates, for whatever legal reason, to third parties, also to spouses, is excluded.

## **11. Intellectual Property Rights and Third Party Sites**

As a user of the supplier's services you admit that all trademarks and all other intellectual property rights on the services of the supplier are exclusively entitled to the supplier. Any usage, modification or removal without earlier explicit written acceptance of the supplier is not granted. Equally it is prohibited to duplicate, modify, edit or to impact in any sort on the supplier's services and contents resp. to use them through making them available to the public, reproduce or spread them, or playing them public.

The supplier's services may permit you to link to other websites or resources of the internet, and other websites or resources may obtain links to the services. These other websites are not under the suppliers' control. You therefore acknowledge that the supplier is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link in the services does not imply endorsement by the supplier or any association with its operators. You further acknowledge and agree that the supplier shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any third party website or resource.

## **12. Guarantee**

These GTC constitute the general terms of use of the supplier, which you do agree to with the registration and the use of the offered services. The supplier points out explicitly to the pleadings to contents and rights of third parties. You guarantee towards the supplier, that

you have all necessary rights in relation to your uploaded contents and you do not infringe third party rights or statutory regulations therewith.

If you are not the holder of the rights on the content you entered, you guarantee, that you have operatively acquired all necessary rights, licenses, agreements and suchlike.

### **13. Applicable Law – Quit of Subscription**

German law is applicable to the exclusion of UN sale of good law.

In case of ordering a subscription of the deinblick magazine you are entitled to quit the contractual relationship within the next ten days after having received any part delivery (issue) and therewith unsubscribe for further deliveries.

### **14. Contact**

customer services' address:

deinblick UG (haftungsbeschränkt)

Customer Service

Dachauer Str. 187

80637 Munich

Germany

email: [support@deinblick.com](mailto:support@deinblick.com)

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