

Terms and Conditions

1. Scope

1.1 The following General Conditions of Use are part and parcel of every contract between the user and the INSTANT Communities GmbH, Karlstraße 19 in 22085 Hamburg/Germany.

1.2 The validity of these General Conditions of Use covers all services offered. By making use of the services, the user accepts these General Conditions of Use.

2. Contract services

2.1 INSTANT Communities GmbH exclusively binds itself by contract to make its services available to the user free of charge.

2.2 The user is not entitled to claim the permanent availability of the respective service. INSTANT Communities GmbH provides the gratuitous services as well as the service around the services offered on a voluntary basis. Therefore, there is no legal claim on the services offered.

2.3 However, INSTANT Communities GmbH will use reasonable efforts to make the services available to the user at any time. This applies in particular to the solving of technical or other problems which INSTANT Communities GmbH is not responsible for, within periods of time when the web server is not accessible over the Internet.

3. User's obligations

3.1 When registering, the user shall indicate the necessary data completely and truthfully to INSTANT Communities GmbH.

3.2 The user is obliged to protect his/her login identification as well as his/her personal passwords from the access of third parties.

3.3 The user guarantees that the contents and information uploaded to the web server are lawful and do neither infringe German Laws (e.g. data protection laws, trademark laws, copyrights and competition laws) nor rights of domicile possibly deviating from the above named. In particular extreme left-wing or extreme right-wing contents and pornographic contents as well as web sites with advertisements of an insulting character, warez/cracks, hacking and chain letters as well as any kind of spam, etc. are prohibited in the context of using the services offered by INSTANT Communities GmbH.

3.4 In case of offers whose contents seem to be questionable, INSTANT Communities GmbH reserves the right to exclude the concerned offers from the services without prior notification. Equally, INSTANT Communities GmbH reserves the right to modify or delete contents which possibly infringe the rights of third parties, upon request of a third party. INSTANT Communities GmbH does not have any statutory inspection.

4. Advertisement

4.1 The user agrees to the fading in of advertisement banners, advertisement texts, pop-up windows and pop-down windows during the use of the services provided by INSTANT Communities GmbH.

4.2 INSTANT Communities GmbH reserves the right to modify the respective advertisement form without prior notification.

5. Liability

5.1 INSTANT Communities GmbH expressly dissociates itself from the contents of the third-party web sites. Exclusively the user is responsible for the contents of his/her web page. The use of the services is at one's own risk. This is also known to the user.

5.2 As far as it is the user's fault, he/she will be liable for any use of the services under his/her user identification. In case of an abuse of the user identification, the user has to bear the burden of proof that the abusive use is not his/her responsibility.

5.3 In case of minor users, the parents are liable for the observation of the contractual agreement.

5.4 INSTANT Communities GmbH provides the services without any guarantee.

5.5 INSTANT Communities GmbH is to be held liable for damages caused by intent or gross negligence. For the rest INSTANT Communities GmbH is only to be held liable for injury of life, body and health and the violation of major contractual duties. This shall also apply in favour of employees and vicarious agents of INSTANT Communities GmbH. A liability for damages beyond that expressed above is excluded.

5.6 Liability claims according to the Product Liability Act remain unaffected.

5.7 If the user should infringe rights of third parties due to illegal actions or incorrect information as regards content which entail content mistakes, the user binds himself/herself towards INSTANT Communities GmbH to release INSTANT Communities GmbH from any claim of third parties. This applies especially to infringements of data protection laws, trademark laws, copyrights and competition laws.

6. Reservation of the right of modification

INSTANT Communities GmbH reserves the right to modify these General Conditions of Use at any time. The user will be informed by email about these modifications within an adequate period of time prior to the modification date. The user has the right to object to the modifications. In

this case, the contractual relationship between INSTANT Communities GmbH and the user ceases to exist with immediate effect. If the user does not object to the modified conditions within one month after the notification, the modified conditions become part of the contract, provided that INSTANT Communities GmbH expressly pointed out the consequences of a non-filing of the objection to the user in context with the announcement of the modifications of the General Conditions of Use.

7. Infringement of the Conditions of Use

In case the user infringes the General Conditions of Use, in particular in case of an infringement of par. 3, INSTANT Communities GmbH will terminate all its services towards the corresponding user and immediately delete the concerned user from the system.

8. Applicable law / Final provisions

8.1 German legislation applies, excluding the UN Sales Law. Imperative requirements of the state where the user has his/her usual residence remain unaffected.

8.2 Inasmuch the user is a merchant who has been entered as such in the commercial register, the place of jurisdiction for the disputes resulting from this contract shall be the business location of INSTANT Communities GmbH.