

This English translation of the General Terms and Conditions is provided as a courtesy.
In any case of conflict between the German and the English version, the German version shall prevail.

GENERAL TERMS AND CONDITIONS for goods and services ordered online (version 01/2004)



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1. Scope

1.1. The following General Terms and Conditions shall apply to all contracts for online-ordered goods and services rendered by mb-mediasports, POB 1162, 75015 Bretten, Germany, represented by its owner, Michael Butzke.

1.2. Special terms of use may apply to the additional services rendered by mb-mediasports. If these special terms differ from those set forth below, the special terms shall prevail.

2. Subject

2.1. mb-mediasports provides the user the ability to use a training database. For this purpose, the user is given a personal pass word. This password in combination with the user's personal e-mail address will give access to the respective database. The usage includes the search for training exercises. The password will be valid for 12 months from the date of registration and can be renewed any time. This requires a renewed registration in form of a registration confirmation and will be subject to payment of a fee. The user will be informed in due time about the renewal of the registration.

2.2. The service is principally limited to private use only. Any use for commercial purposes must be arranged by special contracts and is, in any case, subject to the approval of mb-mediasports.

2.3. If the service is provided to a third party on a licence basis, the terms of the licensee shall apply additionally. For this purpose, special agreements are to be arranged between the licensee and mb-mediasports.

3. Scope of users and registration

3.1. Access to the training database requires registration with mb-mediasports.

3.2. Access to the database is available to people aged 14 and over. People under 14 will need parental approval to register.

3.3. Registration will become effective when the user has accepted the General Terms and Conditions of mb-mediasports. The user will receive an e-mail to his e-mail box confirming his registration.

3.4. Every user with his distinct e-mail-address is entitled to only one access to the training database. It is not allowed to use the same account at the same time.

4. Privacy

4.1. mb-mediasports shall treat the users' data as confidential. The data will only be processed in accordance with the Data Protection Acts or with the user's consent.

4.2. mb-mediasports points out that the user's personal data will be processed electronically.

4.3. For demographic purposes, mb-mediasports is authorized to make anonymised user information available to third parties - among others to advertising customers. Moreover, mb-mediasports is allowed to use the anonymised data to produce statistics, to realize trends, to assure quality and to do market research.

4.4. In order to assure quality, mb-mediasports will check the content of the training exercise data received and sent and stored on the server. mb-mediasports reserves the right to delete users' entries from the database.

5. Respect of intellectual property rights

5.1. Only such content for which the user has the appropriate rights of use may be published, uploaded or transferred (in particular copyright and ancillary copyright).

5.2. The training databases and the corresponding services rendered by mb-mediasports are protected from copying and misuse by copyright regulations. The unauthorized copying, distribution or publication of these services or of this content and any plagiarism will - if necessary - result in civil and criminal prosecution.

6. Users' rights and obligations

6.1. Every user shall be completely held responsible for any activity attributable to his use of the database and the corresponding services. In addition, every user is obliged to comply with laws and regulations, in particular not to breach any law of the Federal Republic of Germany. Above all, the user commits himself to observe the regulations aimed at ensuring the special protection of minors. This means, amongst others, that mb-mediasports' databases including the corresponding services must not be used for illegal purposes. It is, in particular, strictly prohibited to publish, transfer or make otherwise available any unlawful content or material which is offensive, discriminatory, pornographic or which glorifies violence. This also includes the content of any website the user may link to.

6.2. In addition, it is strictly prohibited to use any offensive or ambiguous content or other presentation from which an unlawful content may be inferred but cannot be proven definitely.

6.3. Users' activities aiming at destroying or degrading the functional capability of mb-mediasports' services are strictly prohibited and can lead to civil and criminal prosecution. In particular, any measure that might have an impact on the physical or logical structure of the services is strictly prohibited.

6.4. The user commits himself to exempt mb-mediasports in case of misuse of his database access from any claims that could be made by third parties against mb-mediasports due to the services rendered to the user.

6.5. The user is obliged to protect his access to the database against unauthorized use by a third party. The user is obliged to keep his password secret from others. The user shall be held responsible for any unauthorized use of his access password caused by his negligence or default. The user agrees to notify mb-mediasports immediately as soon as he reasonably suspects that his password has been misused.

7. mb-mediasports' rights and obligations

7.1. If the user violates these terms of use or if there is a reasonable suspicion that he has violated these terms, mb-mediasports shall furthermore have the right to exclude the user, to block his password access and to delete immediately any content used by him or addressed to him. Before excluding the user, mb-mediasports will send the user a warning unless the violation is so serious that it is unbearable for mb-mediasports to continue the business relation.

7.2. In case of such offences or if such an offence is suspected, mb-mediasports shall furthermore have the right to terminate any existing complete activation the user might have and to cancel his registration with mb-mediasports.

7.3. If there is an offence according to figure 3.4, mb-mediasports shall have the right to deny the user's access to the training database. The user shall have no right to reclaim a portion of the fee.

7.4. mb-mediasports shall have the right to modify or change the content of the training database, the additional services and these terms of use. mb-mediasports shall inform the user appropriately.

8. Cancellation and termination of the services

8.1. Both mb-mediasports and the user are allowed to terminate the contract with 6 weeks notice without giving reasons.

8.2. The user shall have the right to terminate the contract within four weeks after having received an alteration of the terms of use or of the services. If the user does not give notice of termination, the contract of use shall continue according to the modified terms.

8.3. Moreover, mb-mediasports shall be authorized to give notice of termination with immediate effect and to terminate the user's access if the user has not used his access for twelve months in a row.

8.4. mb-mediasports' rights to terminate the contract according to figure 7 shall remain unaffected thereof.

9. Warranties

9.1. mb-mediasports does not warrant that the access to the training database and the corresponding services will be available and error free at any time. This applies in particular if the access to the services and to the mb-mediasports' website is denied because of interferences that are beyond the scope of mb-mediasports.

10. Liability

10.1. mb-mediasports shall only be held liable if mb-mediasports, its vicarious agents and/or legal representatives have acted with intent or gross or wanton negligence. This does not apply if essential contractual obligations have been violated by mb-mediasports, its assistants and/or legal representatives.

10.2. In case of slight negligence, mb-mediasports and/or its vicarious assistants and legal representatives shall not be held liable for financial losses, above all consequential, indirect, unforeseeable losses or unpredictable or untypical losses as well as loss of profit.

10.3. In case of financial losses due to slight negligence mb-mediasports shall not be held liable.

10.4. A liability independent of fault from mb-mediasports - in particular a liability according to the product liability law as well as a legal guarantee liability - does not exist. mb-mediasports and/or her fulfillment assistants stick in no case for injury of life, body or health of a user and/or third. For the implementation and the results of the application of offered practise contents does not stick mb-mediasports and/or her fulfillment assistants.

10.5. The figures 10.1 to 10.4 comprise all contractual and legal terms that might result from this agreement respectively from the services of mediasports.

11. Final clauses

11.1. The law of the Federal Republic of Germany shall apply. UN-purchasing law shall be excluded.

11.2. This contract and the usage of the training database or of the additional services do not constitute a joint venture, partnership, employment or agency relationship between mb-mediasports and the user.