

General terms and conditions governing the use of the network

Version 2.0

Preamble

poolworks (Germany) Ltd (hereinafter "poolworks Ltd") operates an interactive online site which can be accessed via various domains (www.meinvz.net, www.studivz.net and the associated sub-domains) and works as a social network on the Internet. All registered www.meinvz.net users and all registered www.studivz.net users together constitute an integrated communications network (hereinafter "Network").

The profiles and information provided by the members of www.meinvz.net on the meinVZ platform are therefore automatically accessible and viewable to studiVZ members on the studiVZ platform (for information on the scope of accessibility and settings options, see the meinVZ data protection information at <http://www.meinvz.net/l/policy/info> and section 9 of these general terms and conditions). meinVZ members can view the profiles and information of studiVZ members if the specific studiVZ member has consented to this (for details, see the meinVZ data protection information at <http://www.meinvz.net/l/policy/info>). Registered www.studivz.net and www.meinvz.net users can make contact and communicate with one another via the Network to meet and keep in touch with friends.

The Network, consisting of two platforms, is focused towards former students (alumni) and people in the workforce, through the meinVZ platform, and towards current and soon-to-be students, through the studiVZ platform. Registered users are able to display information about themselves, set up or join groups, invite friends and acquaintances to join a group, search for other users within the entire Network and use other applications on offer.

Note on our mobile portals: It is only possible to register for meinVZ through the website - only then can mobile portals or applications be used. These include a large number of the functions that are offered online, but there are also areas that can only be accessed and adjusted online. In particular, these include the settings under "Privacy" and "My Account", the chat box, and other functionalities. It is possible to report content that breaches the meinVZ Code of Conduct or General Terms & Conditions through the "Report" function (only available on the website) or on your mobile by sending an email to help_mobile@meinvz.net.

1. General - What you need to know about the application of these general terms and conditions.

1.1 poolworks Ltd provides access to the Network and use of the Network on the basis of these general terms and conditions (Ts & Cs). These Ts & Cs govern the relationship between poolworks Ltd as Network operator and the user who signs up to the Network, as well as the relationship between Network users.

1.2 These Ts & Cs apply to all content, applications and other services (hereinafter simply "Applications") provided by poolworks Ltd for the Network. Additional conditions may be agreed with users for certain Applications if applicable (hereinafter "Additional Conditions"). poolworks Ltd will give users prior notice of any such Additional Conditions prior to their use of any such Application.

1.3 The use of certain Applications within the Network, particularly those requiring the acceptance of Additional Conditions or separate consent, may be limited to certain users and/or user groups.

2. Registration - What do you have to do to use the Network?

In order to use the Network you have to register. Registration is free.

2.1 You may register only if you are a natural person and at least 16 years old.

2.2 Each user may sign up to the Network once only, and upon registration he/she warrants that he/she is not yet a member of the Network and has deleted any previous accounts (see also section 3.1 on this point). More specifically, a user of the meinVZ platform may not sign up to the studiVZ platform as well.

2.3 Signing up to the Network starts with a registration form. The user must provide complete and correct details in the requested fields unless the entry of information is marked as optional. The use of pseudonyms or other fictitious names is not permitted. The creation of an account under someone else's name or entering incorrect details is also prohibited.

[\[more information about the poolworks Ltd policy on pseudonyms\]](#)

2.4 poolworks Ltd will promptly send an email to the email address provided by the user during registration in order to confirm receipt of the data sent upon registration. Registration will not be successful until the user confirms his/her registration by clicking on the (activation) link in the confirmation email. The agreement between the user and poolworks Ltd about the use of the Network does not enter into force until the user has followed this (activation) link.

2.4.1 Once registration is successful, the user can access the Network via the login area. The email address and password stipulated by the user must be entered in order to login.

2.4.2 If the registration process is not completed, poolworks Ltd will delete the account and any details provided up to that time.

2.5 Nobody can claim a right to conclude a service agreement to use the Network. poolworks Ltd may refuse a person's registration without stating reasons. In this event, poolworks Ltd will delete the data sent by the user on the registration form without undue delay.

2.6 The identification of people on the Internet is possible to a limited extent only. For this reason, poolworks Ltd is unable to completely rule out the possibility that incorrect contact details are entered upon registration. poolworks Ltd does not guarantee the actual identity of any user. Users must satisfy themselves of the identity of other users.

3. Deregistration - How do you leave the Network?

3.1 If a user no longer wishes to use the Network, he/she may terminate the service agreement at any time without stating reasons and without needing to adhere to any particular notice period. To cancel your account, simply go to "My Account" and click on "Delete my account". Alternatively, the user may simply cancel the account by sending an email to delete@meinVZ.net or by written notice to poolworks Ltd, such an email or notice stating the email address most recently used in order to access the Network.

3.2 The poolworks Ltd can also terminate the service agreement at any time by giving 14 days notice to the end of the month. The foregoing does not affect the right to terminate for good cause or the right to block a user's access in accordance with section 6 of these Ts & Cs.

3.3 Upon successful de-registration, the user's account and all of the user's personal data will be deleted permanently. Contributions made publicly available via the Network by the user prior to cancelling his/her account (for example on the notice board of another user or within a group) will continue to be accessible even after account deactivation, however the name and profile picture of the user will not appear, and a message will appear stating that the contribution was made by a user who is no longer active.

4. Subject of the agreement - What does the Network offer?

4.1 Various Applications are available to the user via the Network. These Applications include, without limitation:

- so-called profiles ("My Profile") and similar Applications for posting data and content (e.g. text, pictures, graphics) which can be viewed by all users and/or only certain user groups within the Network;
- Applications to communicate with third parties (e.g. sending messages, gruschels, and invitations to join groups to other network users);
- Applications allowing the creation, management and use of groups within the Network.

Further details relating to the individual Applications available via the Network can also be viewed under "Help" and "Help Topics".

4.2 poolworks Ltd naturally endeavours to continuously upgrade the Network. As part of the upgrade process, the Network and individual Applications will be improved and/or upgraded. Nevertheless, each user is subject to data storage limits.

4.3 The right to use the Network and the Applications is limited to what state-of-the-art technology allows. In this context, it may occasionally be necessary to temporarily limit services within the Network, for example with regard to capacity limits, Network security, and the integrity of servers or in order to perform technical maintenance to allow the proper provision of services. poolworks Ltd will consider the legitimate interests of users and, for example, announce planned maintenance work on the Network in advance on the website.

4.4 The Network is specifically designed to bring users together and enable communication between them. poolworks Ltd provides the technical Applications for this purpose, however in terms of the content it is not involved in communication between users.

4.5 poolworks Ltd will notify users via the Network of things such as third party content and Applications (hereinafter "Third Party Content"), including, without limitation, by means of so-called hyperlinks. Such Third Party Content is identifiable by a reference to this effect (e.g. "Advertisement" or "This is an offer by [name of third party]"). If and to the extent that an offer is made to users to enter into a contract in connection with such Third Party Content, such a contract is formed exclusively with the party responsible for the content and named as provider.

5. Users' obligations - What is expected when you use the Network!

Damit das studiVZ-Netzwerk mit der Vielzahl seiner Nutzer funktionieren kann, müssen von allen Nutzern bestimmte Spielregeln eingehalten werden.

5.1 Registration and log-in details

5.1.1 The password chosen upon registration must be treated confidentially and must not be disclosed to third parties. poolworks Ltd employees will never ask users for their password. Users are prohibited from allowing third parties to access the Network using his/her or another person's log-in details. Users are required to notify poolworks Ltd immediately if

there are any grounds for suspecting that a third party has obtained his/her or another's log-in details and/or is misusing an account.

5.1.2 The user undertakes to immediately record subsequent changes to his/her access data (particularly his/her email address) in his/her account settings. Such changes can be made via the Network by going to "My Profile", then "My Account" and clicking on "Change" or "Edit".

5.2 Posting content within the Network

5.2.1 Users are responsible for the content (including text, pictures, graphics and links) they make available or disseminate via the Network. It is therefore the user's responsibility to ensure that the respective content is lawful, and above all does not contravene any laws or infringe any third party rights.

5.2.2 Content may not be made available or disseminated over the Network if and to the extent that it violates statutory provisions, third party rights or public policy. In addition, the code of conduct for use of the Network, which is binding on all users, must be observed. The requirements of the code of conduct may be stricter than the applicable statutory provisions. The code of conduct may be viewed at <http://www.studivz.net/l/rules/>

5.3 Posting pictures

5.3.1 Each user can upload a picture onto the Network and add it to his/her profile („My Profile"). In addition, users can upload pictures to so-called photo albums and manage their photos or make them available to friends or all users of the Network. Finally, the creator of a group within the Network can upload pictures to that group.

5.3.2 Before uploading a picture file, the user must ensure that he/she has exclusive rights to use the photo or file and that publication of the picture does not violate statutory provisions, public policy and/or third party rights.

5.3.3 Pictures depicting violence must not be uploaded and/or made publicly available via the Network. Furthermore, picture files must not contain any sexual, discriminatory, offensive, racist, defamatory or other unlawful content or references. Also prohibited are pictures which exclusively show or include company logos, trademarks or other commercial emblems or other protected marks.

5.3.4 Photographs showing one or more people besides the user may be uploaded, tagged or linked to other pages or sites only if the consent of the other person(s) appearing in the photo has been obtained.

5.3.5 After a picture file has been uploaded, it may be removed or replaced at any time with prospective effect by the user who uploaded the file.

5.3.6 poolworks Ltd reserves the right to remove pictures and/or links to other users without notice if and to the extent that poolworks Ltd has specific grounds for suspecting that publication via the Network would violate statutory provisions, public policy and/or third party rights.

5.4 Use of the content within the Network

5.4.1 The Network and its Applications may be used for private purposes only. Therefore, a user may not use the contact details of other users, which are available via the Network, for any purpose other than for his/her own private communication. It is therefore prohibited, for example, to use a user's data for the purpose of enabling employers, companies offering internships, recruitment agencies, universities, technical colleges or similar public or private education facilities to collect personal information.

5.4.2 Any use that aims to use the Network or the Applications or content available via the Network for trade or business purposes or in any other commercial manner is prohibited. The code of conduct for use of the Network, which is binding on all users, must be observed. The requirements of the code of conduct may be stricter than the applicable statutory provisions. The code of conduct may be viewed at <http://www.studivz.net/l/rules/>

5.4.3 Apart from the statutory exceptions, the content made available over the Network may not be copied, disseminated or otherwise published without the consent of the respective proprietor. The use of computer programs to automatically collect information, e.g. crawlers (also known as spiders or robots, "bot" for short) is also prohibited.

5.5 Backing up your own data

Users are under an obligation to take reasonable precautions to back up information which can be viewed via the Network and which is stored by poolworks Ltd (e.g. messages within the messaging service) using current back-up technology. It is therefore the user's responsibility to save and/or print out important information on his/her own equipment - preferably at the end of each Network session - to ensure unrestricted access to the data independently of the Network.

5.6 Malfunction of the Network

5.6.1 Disruptive attacks on the Network are prohibited. This includes, without limitation, taking action which could overload the Network (e.g. mass mail-outs [spam]) or cause unreasonable inconvenience to other users.

5.6.2 Electronic attacks of any kind on the Network (including all hardware and software used to operate the Network) or on individual users are prohibited. Such electronic attacks include inter alia the following:

- hacking attempts, i.e. attempts to overcome, circumvent or otherwise decommission the Network's security mechanisms;
- the use and/or dissemination of viruses, worms or Trojan horses;
- brute force attacks;
- sending unsolicited advertising (spam);
- other actions or procedures which could disrupt the Network, including all hardware and software used to operate the Network, and/or cause damage to the poolworks Ltd or users.

6. Sanctions and other consequences in the event of user violations

6.1 It is of fundamental importance to the Network's ability to function that these Ts & Cs, particularly the provisions under section 5 (users' obligations), are complied with. For this reason, poolworks Ltd will impose sanctions on users in accordance with section 6.2) below if and to the extent that poolworks Ltd has specific grounds for suspecting that a user is violating statutory provisions, third party rights, public policy and/or the code of conduct of the meinVZ platform (The code of conduct may be viewed at <http://www.studivz.net/l/rules/>).

Furthermore, poolworks Ltd may remove suspect content from the Network without notice.

6.2 In deciding which sanction to impose, poolworks Ltd will take into account the legitimate interests of the user and will consider, among other things, whether the case involves accidental misconduct or a deliberate violation. poolworks Ltd response may include the following actions and sanctions, escalating in accordance with the severity of the offence:

- issuing a warning to the user (the mildest action);
- wholly or partially deleting a user's content from the Network;
- curtailing or limiting the use of Applications within the Network;
- temporarily blocking a user from the Network;
- permanently blocking a user from the Network, i.e. terminating the service agreement for good cause if a serious breach makes it unacceptable for poolworks Ltd to continue the service agreement with the user.

6.3 If a user is blocked, he/she is prohibited from continuing to use the Network. In addition, a blocked user will be prohibited from re-registering with the Network.

7. Indemnification by the user

The user indemnifies poolworks Ltd against any and all claims made by third parties against poolworks Ltd based on the infringement of such third party's rights, if the claims arise as a result of the content uploaded to the Network by the user or through any other use of the Applications available over the Network by the user. The user will bear the costs of any reasonable legal defence of poolworks Ltd, including all court costs and attorneys fees based on the statutory fee schedules. If a third party raises a claim against poolworks Ltd, the user shall furnish poolworks Ltd promptly, truthfully and completely with all information available to the user which is necessary in order to assess the claims and for a defence against them. The foregoing does not affect any further damage claims available to poolworks Ltd against the user.

The obligations of the user outlined above do not apply if the user is not responsible for the offence concerned.

8. poolworks Ltd limited liability

8.1 The law does not require poolworks Ltd as a service provider to monitor the information transmitted or saved via the Network or to investigate circumstances that indicate unlawful conduct. However, if poolworks Ltd becomes aware of unlawful conduct on the part of a user or unlawful information within the Network, this information will be deleted without undue delay or access to such information will be blocked.

8.2 For damage arising as a result of injury to life, limb or health, damage caused by the wilful or negligent breach of duty and for other damage caused by any wilful or grossly negligent breach of duty or fraudulent intent, poolworks Ltd is liable to users in accordance with the relevant statutory provisions. In addition, poolworks Ltd is liable for damage covered by mandatory statutory provisions such as the German Product Liability Act (Produkthaftungsgesetz) or damage caused by the breach of representations or warranties made by poolworks Ltd.

8.3 In the case of loss or damage not covered by section 8.2 which is caused by intentional behaviour or by the negligence of poolworks Ltd's legal representatives, executives or other vicarious agents ("Erfüllungsgehilfen"), poolworks Ltd's liability is limited to typically foreseeable loss or damage.

9. Data protection - What happens to the data that is accessible over the Network?

9.1 The Network concept is based on the publication of data and content which can be viewed by other users via the Network. However, the user decides whether and which data and content he/she wishes to make available to other users: Firstly, the user stipulates whether and to what extent personal data and content is included in his/her profile ("My Profile"); secondly, users may at any time change their settings in order to limit the publication of their data and content on www.studivz.net or www.meinvz.net.

9.2 The collection, processing and use of personal data by poolworks Ltd is governed by the applicable data protection laws, the data protection information relating to use of the Network and the consent given by users to the processing of their personal data within the consent to the Use of Personal Data.

9.3 Users are prohibited from disclosing the contact information of other users gained via the Network to third parties without consent and/or from using such information and/or arranging to have such information used for the purposes of telemarketing (e.g. unsolicited calls to mobile phones [spom] or via VoIP [spit]) or for the purpose of advertising by electronic means (e.g. unsolicited emails or SMS advertisements and messages sent via poolworks Ltd's messaging service or an Instant Messenger [spim]).

10. Other provisions: Future amendments and miscellaneous

10.1 poolworks Ltd reserves the right to amend these Ts & Cs at any time without stating reasons, subject to the requirements set forth under sections 10.1.1 to and including 10.1.3.

10.1.1 The above authority to amend the Ts & Cs expressly excludes any amendment to the subject matter of the agreed service between poolworks Ltd and the user set forth under section 4 of the Ts & Cs. If the amendments and/or deviations would adversely affect the interests of users, poolworks Ltd will notify users of the amendments and/or deviations from the subject matter of the agreed service and users will then be offered the opportunity to continue the service agreement on the amended conditions. The foregoing does not affect users' right of termination under section 3.1, which may be exercised at any time.

10.1.2 Other amended terms not covered by section 10.1.1 will be sent to users by email before they enter into effect. If the user does not object to the application of the Ts & Cs within six weeks of receiving the email, the amended Ts & Cs will be deemed accepted. In the email containing the amended terms, poolworks Ltd agrees to include a separate reference to the meaning of the six-week period (reference will particularly be made to the fact that the amended general terms and conditions will be deemed accepted by the user unless the user objects to the new general terms and conditions within the designated period after having received the email).

10.1.3 If the user objects to the application of the new general terms and conditions within the period stipulated in section 10.1.2 poolworks Ltd remains authorised to terminate the relationship with the user by giving 14 days' notice.

10.2 poolworks Ltd may also engage third parties as so-called vicarious agents ("Erfüllungsgehilfe") for the purpose of performing this agreement and thus providing the services required to be provided by poolworks Ltd.

10.3 Third parties may assume poolworks Ltd's rights and duties under this agreement either in whole or in part, subject to a notice period of one month. In such a case users are entitled to terminate the licence agreement with poolworks Ltd without reasons (see section 3.1 for further information relating to cancelling accounts).

10.4 The general terms and conditions and the contractual relationship between poolworks Ltd and the user are governed exclusively by the material laws of the Federal Republic of Germany. However, this choice of law applies to consumers only to the extent that it does not deprive them of the protection afforded to them by the mandatory legal provisions applicable in the country in which the consumer is ordinarily domiciled.

These Ts & Cs are an English translation of the German "Allgemeine Geschäftsbedingungen für die Nutzung des Netzwerkes". All due care has been taken to translate the German "Allgemeine Geschäftsbedingungen für die Nutzung des Netzwerkes" from German to English. If despite of all care, there should be an inconsistency between the German and the English text, the German "Allgemeine Geschäftsbedingungen für die Nutzung des Netzwerkes" prevail.

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