

General terms and conditions

www.graph.me including the corresponding sub-domains (defined here as "graph.me" or the "site") is a website of Manui GmbH in Munich, registered at the Local Court of Munich [Amtsgericht München] under HRB 174847 (defined here as "MANUI" or "operator"), phone: +49 (0) 89 - 545 704 67, fax: +49 (0) 89 - 545 704 68, email: info@graph.me. The following terms and conditions ("terms") govern the legal framework for the use of the website, especially the platform "graph.me" and related services by the users ("user"). The valid terms and any amendments are available in the internet and can be printed. As follows are the terms and conditions and privacy policy for download

1. Subject matter and scope

1.1. MANUI operates graph.me as an online platform. Registered users have the possibility to create polls, participate in these, and to evaluate them. Furthermore they can use other features and paid services offered.

1.2. The operator allows access to graph.me and its use on the basis of these terms and conditions. They govern the relationship between MANUI as operator of the website and users as well as among the users. The terms and conditions also apply - in the respective valid version of contract - for all future transactions and pre-contractual negotiations, even if it is not explicitly referred to. As far as general business conditions of the user object to these terms, the former are considered as not agreed to and they are expressly objected.

1.3. Use of the Website graph.me and services offered on the website are subject to these conditions unless other arrangements have been agreed on in writing. Special applications, orders and use may include additional conditions which are agreed upon with the users ("supplemental agreement" or "agreement"). MANUI will, in due time, draw the user's attention to such corresponding license agreement prior to the order or use thereof.

1.4. The use of certain applications within graph.me - especially those that require the acceptance of additional conditions or a separate agreement - can be limited to specific users and / or user groups.

2. Registration and conclusion of contract

2.1. To use certain features of graph.me requires a registration. When registering, the user chooses a user name and password. More details are required in particular for the use of further or charged offers of the site (e.g. Pro Account, Pro Poll). . In this case however, a separate application and the completion of an additional agreement is required.

2.2. By registering and / or the use of graph.me the user enters into a general license agreement to the following conditions with MANUI and accepts these terms for the use of graph.me. If you do not want to be tied to these terms, you may not accept an offer on graph.me or any other website related to graph.me! If a special license agreement is

concluded with MANUI, the terms and conditions apply in addition inasfar as with the special license contract a divergent agreement was not explicitly done in writing.

2.3. Before the use of services of MANUI the user registers on the website graph.me with a registration form. The user assures that all data given by him at the first or – at later additions – additional registration are true and complete, that he has completed the age of 18 years at the time of registration and that he has full legal capacity (in case of legal persons the legal representative). Furthermore, he assures that a previously existing registration was not deleted by the operator because of violation of duty by the user. Young people aged 14 and over are eligible, if the required consent of the legal representative is given. The registry on the use of graph.me is successfully completed as soon as the user confirms the registration by activating the link sent to him by email. With this confirmation, the user expressly accepts also the validity of these terms and conditions. A claim for the admission to the registration on the site and participation at the platform graph.me can not be drawn. The operator may refuse registration without giving reasons. The already provided personal user data are then deleted.

2.4. The registered user receives personal access to graph.me and is entitled to use the graph.me modules personally unlocked for him in accordance with the terms and conditions of use and occupancy agreements. For this purpose the user has to enter his user name and password.

2.5. MANUI can technically not determine with certainty whether a registered user on the graph.me site is actually the person he or she claims to be. Therefore, MANUI does not provide any guarantee to the true identity of a user. Each user therefore has to explore on his own on the true identity of another user. In case of false indications to the identity of a user, MANUI is entitled to an extraordinary notice of cancellation of the contract with this user and to delete his account with graph.me at once.

3. Logoff, giving notice and contract termination

3.1. The authorization for use of graph.me is concluded for an indefinite period. The same applies to special use contracts, unless otherwise expressly agreed. The user and MANUI can terminate the free use at any time without giving reasons. The user can terminate membership in writing or by email (function "feedback"). Alternatively he can use the function "deactivate account" on the graph.me website under the menu item "account". For termination in writing or by email, the user has to indicate his account name and registered email address. The termination by the operator is made by deleting the registered user's access to which the user is also informed with a message to his current stored email address on graph.me.

3.2. At the end of the usage MANUI has the right to lock access and any associated user data. MANUI has furthermore the right to delete, store in an anonymous form or continue to use any associated user data. Personal data will be deleted after the termination of License Agreement, unless they are necessary for the execution of the contract. The username of the user is then released for other users again after removing the link with the latest third-party contents, profiles and data of the old user.

3.3. MANUI is entitled to delete the access and any associated data of a user after a period of 6 months of inactivity (no login via web browser). Prior to such, this will be done after a period of 4 weeks after having checked back via the registered email address or the current email address stored at the user's account. The username of the user is then available again for other new users.

3.4. With the successful logoff and / or termination of a user account, the related access and personal data will be deleted. The operator can retain and use data which do not allow personal identification to the extent of the [privacy policy](#), even if they were entered, caused or created by the user. Data and contributions created or made public by the user on graph.me (e.g. personal characteristics incorporated through participation in polls, produced polls, opinions, comments or motion paths) remain stored even after its cancellation and available, but without indicating the name and the now deleted inventory data of the user. The operator is further entitled to collect, store and use this data in anonymous form as the basis for future services on the website. As well, these anonymous data may continue to be used commercially. However, the reused data can not be linked with the former inventory data of the user or his profile.

4. Services

4.1. graph.me provides a interactive service, which deals in particular with the following:

4.1.1. The provision of a platform for recruiting data, contents, opinions, articles and information by users, which are visible for all users, individual users or user groups.

4.1.2. Provision of functions to attend, create and analyze polls.

4.1.3. The setting of data, contents, opinions, polls, articles and information, as well as other temporary applications by MANUI.

The applications are set up successively, so that not all features are immediately available. The site is developed continuously by the operator and the interactive participation of the users, so that applications will, in future, not only be improved and expanded, but also joined by new applications. Certain existing and / or future applications are only accessible via a separate use agreement or consent to an amendment or supplement to these terms and conditions.

4.2. The operator provides a platform for the user to create, carry out, evaluate and participate in polls. The operator only provides the technical applications. Except for specifically identified services and applications organised by the operator on the website, the operator does not participate in the communication among the users.

4.3. The services of graph.me are basically free to users. Some functions however are chargeable and will only be activated by paying a certain fee, which can be taken from the respective offer.

4.4. As far as the user or third party provides content on graph.me and to the extent MANUI points to third-party content and applications ("third-party content") by so-called hyperlinks, these are recognizable as third-party content through a notification. Despite careful control MANUI assumes no responsibility for third-party content or linked content, including content, data and / or information provided by other users or third-parties on

graph.me. MANUI in particular does not guarantee that this information is true, have a specific purpose or serve such a purpose. The operators and authors of third-party content and the content of linked pages are responsible alone for that content. All links are reviewed by MANUI when they are linked to graph.me by MANUI for the first time. However MANUI can not guarantee that pages that are linked by hyperlinks are not changed retroactively. If a linked website offends the requirements of MANUI or if illegal and unlawful pages are accessible via hyperlinks, please inform us atinfo@graph.me. MANUI will then examine the facts without delay and if necessary sanction or remove the hyperlink or the third-party content. A liability for the accuracy, completeness and timeliness of the other on the site graph.me information provided is not taken over by MANUI and is therefore excluded. The provision of third-party content or the reference to third-party offers includes in particular no recommendation for action by MANUI.

4.5. To the extent MANUI offers own content and current information on various subjects (hereinafter, "graph.me content"), this data is free for registered users, whereby MANUI reserves that the access to certain content is dependant on a separate registration for a license agreement and / or a payment of compensation. polls, information, data and forecasts and articles published on the website graph.me are in part based on reports from news agencies and the cooperation partners of MANUI and the actions and data provision of the user. MANUI will assume no responsibility - either explicitly or implicitly - for accuracy, completeness, reliability and timeliness as well as for the usefulness of the retrieved articles for the user. The contents provided by graph.me are for information of the user and do not include in particular any recommendation for action by MANUI.

4.6. The user acknowledges that a 100% continuous availability of the graph.me website is impossible to achieve technically. MANUI nonetheless endeavors to keep the graph.me website available. Related to maintenance, security or capacity issues and events that are not in the sphere of MANUI (eg disruptions in public communication networks, power failures, etc.) may result in brief malfunctions or temporary cessation of services on graph.me. Without prejudice to any obligations to perform under specific charged contracts MANUI is free in the design of services and offers on the site at any time and has the right to change, limit, extend and cease these services and provisions or charge a fee on them. MANUI reserves in this framework to switch off the graph.me website temporarily (eg for maintenance) or completely. The user is so far not entitled to the continuation of service delivery against MANUI. Especially MANUI is not required to set the profile, data, articles and content of the user into the website to make them available and maintain them. Before a shutdown MANUI will however inform the user appropriately via the user's registered or currently selected email address.

4.7. Concerning the implementation of its services MANUI can use employees and other agents at its own choice and is entitled to have meet all the requirements by appropriate third parties by order.

5. Obligation of the user

5.1. graph.me is not addressed to persons in countries that forbid the possession or the retrieval for the content contained therein. Each user is responsible to inform himself about any legal limitations and to stick to them before using graph.me.

5.2. The proper use of graph.me presents certain technical requirements, particularly for the hardware and the operating software as well as the acceptance of cookies transmitted from the server of the operator. The user is responsible for ensuring that these technical requirements and settings are met. MANUI reserves the right to change the technical requirements in particular in the case of the development of graph.me and will then inform the user accordingly.

5.3. The user is obliged to take all necessary precautions to secure his system, to use in particular the current browser security settings, perform regular backups and to use a current security software to protect against computer viruses and other malware.

5.4. Particularly in the use of further and paid services of graph.me, or at the conclusion of a supplementary agreement, the user must indicate his true and complete inventory data to the operator and he has to communicate changes without delay. In disclosing his inventory data, the user must not use any pseudonyms or pen names. Furthermore the user has to revise subsequent alterations to its registration and inventory data immediately in the settings of his access in the menu item "account".

5.5. The user is still obliged to keep his password secret. The operator will not disclose the password to a third party and ask the user at any time for the password. The user is obliged to inform the operator immediately if there is reason to suspect that a third party has knowledge of the access data or misuses the access of the user.

5.6. The user is obliged to provide only true and not misleading information in his profile and in communications with other users. The user must ensure that he has the necessary rights for the public display of the information provided or permitted by him (eg articles, photos, etc.) on the graph.me site, and that this is especially not against the law or the rights of third parties. When using the content and services from graph.me the user has to pay regard to the applicable laws and all rights of third parties. The user is forbidden in particular (including through links or frames) to use offensive or defamatory content - regardless of whether such content concerns other users, MANUI, employees or other persons or companies. Furthermore the user is forbidden to use, promote, offer or distribute content, that is pornographic or goes against youth protection laws. The user is also forbidden to bother other users (including spam, see § 7 of the German Act against Unfair Competition [§ 7 Gesetz gegen den unlauteren Wettbewerb UWG]) or to use legally (eg by copyright, trademark, patent, design or utility model law), contractually, or by other ways protected content without being entitled to do so, or to promote, offer and sell proprietary products or services, or to carry out or support anti-competitive acts including progressive users advertising (such as chain, or pyramid schemes). The following annoying actions are not welcome, even if they dont actually violate any laws:

5.6.1. Performing, advertising and promotion of structural distribution measures (such as multi-level marketing or multi level network marketing) or use of mechanisms, software or scripts in connection with the use of graph.me.

5.6.2. Blocking, overwriting, modifying, copying, unless such disclosure is necessary for the proper use of the services offered by the graph.me website. Copying by means of "robot / crawler" search engine technology is for example not necessary for the proper use of the services of the graph.me site and is therefore prohibited.

5.6.3. Distribution and public display and / or other use of content from the graph.me website or from other users, except for the dissemination of excerpts of polls.

5.6.4. Hacking attempts, i.e. Attempts to overcome, circumvent or override the security mechanisms of the site, the usage and / or distribution of trojans, worms, viruses or the delivery of unsolicited commercial messages (SPAM).

5.6.5. Every action that is appropriate to impair the functionality of the graph.me infrastructure, especially to burden these excessively, or to impinge the hard- and/or software that operates the graph.me website and / or which is calculated to harm the operator or other users.

6. Use and property rights / copyright

6.1. The user and the third party acknowledge that graph.me is a database produced by MANUI within the meaning of § 4 para 2, 87a para 1 UrhG [§§ 4 Abs. 2, 87a Abs. 1 UrhG]. The corresponding computer programs are subject to the protection under § 69 a et seq UrhG [§§ 69 a ff. UrhG].

6.2. The user and the third-party grant MANUI with the setting and / or creating of content on graph.me ("third-party content"), eg polls, features, forums, reviews, photos, videos, etc. a temporally, locally and substantially unrestricted, irrevocable and transferable right to use the relevant third party content which authorizes MANUI to any kind of exploitation, especially for permanent provision of the third parties' contents on the graph.me website, on the websites of its partners, or for general marketing of the site graph.me. After termination of the contractual relationship and cancellation of registration, the operator is authorized to use the contents of users and third parties but only as a general content and only in a way so that these data is no longer connected with the inventory data or the profile of the users. Personal photos and videos that the user has set in his profile will be deleted upon termination of the contractual relationship.

6.3. All rights to other elements of graph.me, particularly intellectual property and patent rights relating to texts and documents, particularly the graph.me contents are copyright protected and are in relation to the user and the third party legally entitled only to MANUI. The copying, downloading, dissemination, distribution and storing of the contents of MANUI or third parties is, with the exception of data storing in the context of the visit of forum pages and dissemination of excerpts of polls, not allowed without their express consent.

6.4. Trademarks, logos, other trademarks or proprietary notices, copyright notices, serial numbers and identification features may not be removed or modified. This also applies to prints.

6.5. The user is solely responsible for the accuracy of his communications and for any resulting legal consequences. The dissemination of false facts may constitute a criminal offense under german law. MANUI makes the user-provided data and / or information only available to other users, provided that this data and / or information does not violate the law or these terms. MANUI has the right to remove any illegal content without prior warning from the graph.me website.

7. Liability and indemnification by the user

7.1. The user is liable for all consequences and disadvantages which emerge for MANUI by the improper or illegal use of graph.me or as the result that the user does not comply other contractual obligations (including but not limited to the obligation to maintain confidentiality of the password, the legality of user content regarding copyright law, trademark law).

7.2. The user and third parties exempt the operator of all claims by third parties against the operator because of a violation of their rights by content, pictures, polls, opinions, etc. posted by the user or third-party or the other use of the site. The user or third party also absorbs all legal defense costs (including legal costs) of the operator at the statutory rate; this does not apply only when the infringement is no fault of the user or the third party. The user or the third party is required to notify the operator promptly, fully and truthfully of all available information in the case of third party claims. and to cooperate to the extent that is required for an examination and defense against claims. Further claims of MANUI against the user or the third party remain unaffected.

8. Liability and Disclaimer of the operator

8.1. Compensation claims against MANUI are excluded regardless of the nature of a deficiency, including torts, to the extent they were not inflicted by intentional or grossly negligent conduct of legal representatives, officers, employees or agents of MANUI or have been in the scope of a guarantee or assurance expressly made for this case by MANUI.

8.2. MANUI is nevertheless liable for damages resulting from negligent breach of contract. In these cases, liability is limited to damages that are typical and predictable based on the contract. Claims for loss of profits, compensation for wasted expenditure, third party claims, as well as other indirect and consequential damages are excluded.

8.3. Contributory negligence, a breach of the duty to mitigate loss or failure or the omission of cooperative actions as stipulated from the user in the contract are counted against him.

8.4. A claim for damages against the operator shall lapse within 12 months after the end of the year in which the claim arose and the user gained or must have gained knowledge of such circumstances and the person causing the damage without gross negligence.

8.5. The foregoing limitations of liability do not apply to intentional or fraudulent conduct, a liability for guaranteed characteristics, for claims relating to product liability and for damages from the loss of life, limb or health.

8.6. If the liability is limited or excluded by MANUI, this also applies to the legal representatives, employees and agents of MANUI.

8.7. Statements and explanations concerning graph.me in promotional materials or the website and the documentation are only descriptions and not constitute data, guarantees or assurances in the legal sense, unless it is denoted in written form and by the explicit

literal use of the term "guarantee".

8.8. MANUI has no control on the transport of data over the Internet. MANUI assumes no responsibility to ensure that interactive processes reach the user correctly and that the procedure of dial-up over the Internet is ensured at any time. In addition, there is no guarantee that the data exchange is done with a certain transmission speed. Liability is also excluded for disorders resulting from defects or interruption of the user's computer or the communication paths from the user to the server or from misuse of the username and password. Since no electronic communication is completely safe, MANUI, due alone to his connection to the Internet and the resulting technical conditions, does not warrant that the information flow to MANUI is not intercepted or recorded by third parties. In this context MANUI also points out expressly that every user must ensure by himself that his system is protected from malicious network attacks (viruses, Trojans, etc.). MANUI carries no risk of data loss on the transmission paths outside his dominion. Transfer of risk is carried out with providing the data or the contribution for retrieval on the server. In particular MANUI is not liable for any loss of data and its restoration. MANUI excepts also from any liability for data security outside his dominion.

8.9. Insofar as the site offers options to redirect to databases, websites, services, third parties etc. via the provision of links or hyperlinks, MANUI is not liable for accessibility, stock or security of those databases or services, nor for the content of them. In particular MANUI is not liable for their legality, accuracy, completeness, timeliness, etc. MANUI does not adopt any extraneous content under any circumstances as his own.

9. Terms for fee-based services of graph.me

9.1. The following terms have priority and shall apply whenever they conflict with differently worded provisions under these terms and conditions.

9.2. Scope, duration and prices of graph.me services arise from the published descriptions and specifications or an individual offer by Manui at the time of booking.

9.2.1. Pro features (user-defined characteristics, unlimited number of participants, dynamic widgets, history widgets, custom widget design with memory function, exclusive results, reports, etc.) are available during the term of a Pro/Corporate account for all polls created by the customer

9.2.2. Pro features (user-defined characteristics, unlimited number of participants, dynamic widgets, history widgets, custom widget design with memory function, exclusive results, reports, etc.) are permanently available within the scope of Pro Polls (single paid polls).

9.3. A contract for the use of such services is closed by the user clicking "Book" or "Register" or by a written order issued and confirmed by Manui, eg by activating the service or by sending a notification (e-mail).

9.4. Fee-based services have to be paid in advance, unless otherwise specified. Payment is due with the closing of the contract. Payment may be made only via payment methods offered by graph.me. In default of payment, Manui is authorized, without prejudice to other rights, to block the account of the customer until payment is received.

9.5. You can terminate the contract by sending an email to Manui (info@graph.me). The contract will be terminated immediately with the reception of the e-mail by Manui. Upon termination of the contract, you will immediately lose your rights concerning the service and / or your account will be closed. Manui is in no way obligated to refund benefits, store or transfer the data and results of your polls, or to make them available.

9.6. If you are a consumer within the meaning of § 13 Civil Code ("German consumers"), you are entitled to the right of withdrawal described below for the fee-based services graph.me.

9.6.1. You may revoke your contractual statement via letter, fax or e-mail within two weeks without giving reasons. The period begins after receipt of this notice in written form, but not before the contract is concluded and also does not fulfill our obligations as per § 312c Section 2 BGB in conjunction with § 1 Sections 1, 2 and 4 BGB-Order and § 312e paragraph 1 sentence 1 BGB in conjunction with § 3 BGB-InfoV. To save your rights, it is sufficient to send the revocation during the revocation period. The revocation must be sent to: Manui GmbH, Candidplatz 1, 81543 Munich, Germany. The revocation may be sent to widerruf@graph.me via email.

9.6.2. In the case of an effective withdrawal, the mutually received benefits and any benefits derived (eg interest) surrendered. Can you give us the performance received whole or in part, or only in deteriorated condition, we will be paid appropriate compensation. The right does not in services and benefits that are produced according to customer specifications or clearly tailored to personal needs. Obligations to reimburse payments must be made within 30 days. The period begins with the dispatch of the revocation, for us with their receipt.

9.6.3. The right of withdrawal expires prematurely if you declare the contract as fulfilled by both sides, before you have exercised your right of cancellation.

9.7. Manui gives no warranty, expressed or implied, for the services which depend on an "as it is" and "if available" basis. In particular, the operator gives no guarantee that the services meet your requirements or that they work flawlessly, uninterruptedly, timely, free of viruses, accurately or reliably.

9.8. Manui reserves the right to change (whole or in part), amend, delete or cease the services offered on graph.me temporarily or permanently. If fee-based services are affected negatively in a significant way, the operator will give an appropriate pro-rata refund of the amount paid by the customer.

9.9. Data collected by and for the customer (participant characteristics/responses of self-generated polls) will not be transferred to third parties, even after termination of the contract or cancellation of the account.

9.10. Manui will not publish or share your personal information and use of the service without your explicit consent except with the technical staff for the purpose of improving the service. Likewise, the anonymity of the participants of your polls is preserved. Both parties are committed to respect the privacy policies of graph.me.

9.11. You agree to use the services of graph.me strictly for your own private or business purposes. A commercial resale of services and functions to third parties is prohibited without the explicit permission of Manui.

10. Reference

Commercial users of the cost-free and / or fee-based services, may be cited as a reference with name and logo by Manui for presentations, marketing materials, customer lists and financial reports.

11. Privacy Policy

11.1. The user is advised that MANUI collects, processes, uses and discloses personal inventory and usage data in machine readable form in the context of the license agreement. MANUI respects all relevant statutory data protection guidelines (German Data Protection Laws, European Data Protection Directives and any other applicable data protection law). MANUI will not disclose the personal data of users in particular to any third party or bring it to the attention of third parties otherwise. Details of the processing and transfer of data from users are governed by the [privacy policy](#) of MANUI, accessible from every page of the graph.me website.

11.2. Personal data of users, as far as these are necessary for the establishment, content, or change of the contractual relationship (inventory data), are only used for the execution of closed contracts, for example for the processing of fee-based services. An unauthorized disclosure of the inventory data in an identifiable pattern to third parties does not ensue and the user is made aware of the transfer of his data to third parties before.

11.3. Personal data of users, which are necessary to allow the use of the site and to invoice any offers (usage data) are also used at first only to execute the contracts. Such usage data are in particular the characteristics of an identification as a user, information concerning the beginning and end and on the scope of usage and information on the telemedia utilized by the user. Furthermore such data is used by the operator for the purpose of advertising, market research or for the need-based design of offers and telemedia. It is possible for the user to contradict this use of usage data via email to widerruf@graph.me.

11.4. The collection, processing and usage of personal data by the operator depends, moreover, on the terms of processing of personal data callable by the user at any time under the menu item "privacy policy".

11.5. For more information or to request or revoke the explicitly granted permission to use the inventory or usage data, the support is at your disposal under the e-mail address info@graph.me.

12. Virtual domestic authority

12.1. In the event of a breach of a provision in these terms, MANUI reserves the right to take technical and legal measures to restrict or exclude individuals or IP addresses

temporarily or permanently in the use of the site and other sites of MANUI. MANUI particularly reserves the right to intervene in the communication and to remove certain content or IP addresses as well as to exclude people generally from the use of graph.me at any time, if the included reports, statements or content are culpable, offensive, indecent, liable to corrupt the young, pornographic, anti-competitive or misleading, etc. or otherwise not sufficient with legal requirements and / or the ethical and substantive requirements of graph.me as high quality platform. In the case of major violations, MANUI is also entitled to terminate the contract with the user and to delete his access immediately.

12.2. If a user has been blocked by the operator, he is prohibited from further usage of the site. Moreover the blocked user is prohibited to register again (including declared under a new name) at graph.me.

13. General

13.1. German law applies to the exclusion of private international law and of the CISG acquired by German law. This choice of law applies to consumers but only if it does not result that the consumer is stripped of the protection warranted to him by those provisions which under the law, which under article 6 paragraph 1 of regulation (EC) No 593/2008 of the European Parliament and the Council of 17 June 2008 applicable law (Rome I) for contractual obligations would be applied in the absence of the choice of law, must not be deviated from by agreement.

13.2. Verbal agreements do not exist. All information, consents, notices or inquiries about these terms and any amendments or additions to these terms, including this clause must be made in written form. The sending of messages via e-mail or fax will comply with the written form, this also applies to clicking on the appropriate button.

13.3. Deviations from these terms and conditions or other terms shall only be agreed upon if they are confirmed by MANUI in written form. In particular, the failure of opposition from MANUI against other terms does not mean that these are agreed upon.

13.4. MANUI has the right to change these terms at any time. MANUI will inform the user of the modifications by e-mail and / or at the addresses given in the user's current contact data in his user account. The amendment is considered approved by the user, if he does not object to the amendment or cancel the contract within one month after receiving the e-mail or message via the platform's own messaging system. In the case of opposition of the user, MANUI is entitled to terminate the license agreement on time. MANUI will point in the disclosure of the changes to the ability of opposition and cancellation, the deadline and the legal consequences, particularly regarding a lack of opposition. With the change notification, the user receives the regular cancellation from MANUI, which is under the postponing condition that the user declines the change.

13.5. The operator is entitled to transfer the contract of usage of the website and the separate license agreements in whole or in part with a preannouncement period of one month to a third party, so that that the third party instead of the operator occurs in all the rights and obligations. The user is entitled to disengage in such a situation by terminating the contract with the operator within one month after the receipt of the preannouncement without a justification.

13.6. Unless otherwise agreed, the user can transmit any statement to MANUI by e-mail via the menu item „feedback“ which is accessible from every page of the web site or send it by fax or letter to MANUI. MANUI may send notices to the user via e-mail, fax or letter to the addresses given in the user's current contact data in his user account.

13.7. If any provision of these terms and conditions is or becomes invalid, the validity of the remaining provisions shall not be affected.

13.8. Place of performance and court of jurisdiction for merchants, legal persons under public law or public law special funds, for people who have no general court of jurisdiction in Germany, as well as persons who have relocated their residence or habitual residence abroad after the contract or whose residence or habitual residence is not known at the time of a commencement of an action, is Munich (regional court Munich I [Landgericht München I]).

Manui GmbH

Managing Directors: Simon Bierbaum, René Kunkel, Sebastian Paschold, Andreas Reiter

Business address: Candidplatz 1, 81543 München

Place of business Munich/commercial register of regional court Munich/HRB 174847

VAT ID: DE 261 468 645

Contact: info@manui.de

Declaration date: 12/12/2011