

# Imooty General Terms and Conditions

The use of “Imooty” shall in the following mean the service as described in this agreement and /or Imooty.eu GmbH & Co. KG, c/o Freie Universität Berlin, Malteser Straße 74-100, 12249 Berlin, Germany registered in the Charlottenburg trade registry, HRA 39781 B.

## Preamble

By registering as Imooty user, you accept the general terms and conditions for the use of Imooty services (in the following referred to as GTC).

Imooty employs the Imooty.eu and other top level domains, such as .info, .net, .org, .com, .mobi. In addition, Imooty applies several country specific domains such as .fr, .be, .ch, .de, .es, .pl, .pt, .it, .se, .nl, .co.uk, .at, .li, .lv, .dk, .no to provide its services.

The GTC outlines the relationship between the user and Imooty.eu GmbH & Co. KG. The user enters the agreement with Imooty.eu GmbH & Co. KG, having its address at c/o Freie Universität Berlin, Malteser Straße 74-100, 12249 Berlin. Further contact details, trade registry details and company representatives are found in the Imprint section.

The premium Imooty service is exclusively for persons over 18 years of age.

The user may access these GTC at any time under a specific section of this website. The GTC can be printed, downloaded or saved to the users computer.

## 1. Terms

Imooty.eu GmbH & co KG offers the user 3 subscriptions.

**1.1** Imooty BASIC is a premium tool offering a quick and convenient way to create an industry specific mash-up platform and to export portions of this data for different ends and purposes. Through the BASIC service, 1 user may receive updates on 1 news topic via with a maximum of 3 keywords. The user has access to a personalized Imooty dashboard and a news flash email service. Customer support is available per email with a 48 hour turnaround (in the following referred to as Imooty BASIC).

**1.2** Imooty PRO expands the Imooty BASIC services towards a mash-up platform for information management in a team of 3 users. Through the PRO service, 3 users may receive updates on 5 news topic with a maximum of 15 keywords. The user has access to a personalized Imooty dashboard, news flash email service and widgets. For the PRO service agreement, customer support is available through email with a 24 hour turnaround (hereinafter referred to as Imooty PRO).

**1.3** Imooty AGENCY offers access to different media dashboards. Within this structure, the subscriber may create 5 separate media dashboards. The standard AGENCY service allows 15 users to receive updates on up to 25 different news topics via a maximum of 125 keywords. Users are allowed different types of access to the personalized Imooty dashboards, news flash email services and widgets, according to “Admin”, “Editor” and “Reader” status. Beyond the regular AGENCY service for €499, Imooty also offers a custom made white label service. AGENCY subscribers have access to direct customer support per phone, whereby Imooty help

users customize and implement the various Imooty tools (hereinafter referred to as Imooty AGENCY).

## **2. Premium Prices for the Imooty BASIC, PRO and AGENCY services**

**2.1** The services are available for the following monthly premium payment models:

**2.1.1** Imooty BASIC € 49,-

**2.1.2** Imooty PRO € 149,-

**2.1.3** Imooty AGENCY € 499,-

All fees are binding and subject to German VAT (19%).

**2.2** The premium fees for Imooty BASIC, PRO and AGENCY are effective as of registration according to clause 4.1, and by extension of service agreement, clause 5.1.

**2.3** Fees are payable via the options on the Imooty website, namely per invoice, Paypal and credit card. In the event that a fee cannot be paid by the means entered by the user, the user will bear responsibility for all associated costs related to bank surcharges and late payment fees.

**2.4** Imooty may bill the user per Email.

## **3. Registration and authentication**

**3.1** With exception of the news platform, users must register to use the Imooty services. Accordingly, the user is asked to convey certain personal information.

**3.2** The user confirms all personal information to be true and correct. The user is obliged to keep the personal information up to date and has sole responsibility in updating any changes. A user may not use a pseudonym or alias.

**3.3** The user confirms to be 18 years of age at the time of registration.

**3.4** The user confirms that the services offered by Imooty will only be used within the framework of these GTC, as well as according to rules and regulations (hereunder laws concerning import and export of software and data in the European Union and other countries) applicable to his/her person.

**3.5** By registering, the user chooses a password. The password is strictly confidential and only for personal use. Imooty will not pass the password on to third parties and will not ask the user for the password, with exception of the log-in procedure to the user's personal account.

**3.6** By completing the registration procedure the user accepts Imooty's GTC. Imooty approves the user's submission by sending a confirmation of the registration request whereby the two parties enter into a formal agreement.

**3.7** Each user may only register one time with one user profile.

**3.8** Imooty cannot with certainty determine whether the user is in fact the person which he/she claims to be. Accordingly, the user bears full responsibility for all activities carried out in the name of the user profile. Should the user become aware of unauthorized use of its password and user profile, he/she must immediately notify Imooty.

**3.9** The user confirms that all Imooty services may only be used according with Imooty's interface and technical infrastructure, unless Imooty has explicitly agreed to otherwise in writing.

## **4. Free Trial Use**

**4.1** New subscribers may trial Imooty BASIC or PRO free of cost for 4 weeks by registering according to the procedure set forth in section 3.6. Starting immediately after the 4 week free trial, the user may activate the Imooty account and enter into a service agreement with a minimum duration as outlined in clause 5.1.

**4.2** Cancellation of the trial service is to be submitted in writing. Notice of cancellation is to be submitted in writing to [cancel@imooty.eu](mailto:cancel@imooty.eu), Imooty.eu GmbH & Co. KG, c/o Freie Universität Berlin, Malteser Straße 74-100, 12249 Berlin or by fax to +4930 8387 0927

**4.3** The user may choose to upgrade the service from BASIC to PRO or AGENCY by terminating the trial or current service agreement.

## **5. Duration, renewal and cancellation of Imooty BASIC, PRO & AGENCY service agreements.**

**5.1** The minimum duration of an Imooty BASIC, PRO or AGENCY service is 3 months.

**5.2** The service agreement automatically renews for three (3) months unless cancelled one (1) month prior to expiration of existing service agreement.

**5.3** Cancellation of a service agreement is to be submitted in writing. Notice of cancellation can be sent to [cancel@imooty.eu](mailto:cancel@imooty.eu) or Imooty.eu GmbH & Co. KG, c/o Freie Universität Berlin, Malteser Straße 74-100, 12249 Berlin, faxed to +49 (30) 387 09 27.

**5.4** The parties may both cancel the service for good cause.

**5.5** For Imooty, termination for good cause may occur when a continuation of the service agreement for its normal duration, under all and individual circumstances, appear not to be in the interest of Imooty. In particular, important reasons for terminating a service agreement are:

- When a user has violated national law(s) and/or regulation(s) affecting Imooty
- When user has breached his/her contractual agreements according to these GTC

**5.6** Upon good cause and according to clause 5.5, but and also independently of this clause, Imooty may;

- delete and remove content submitted by the user
- issue a warning to the user
- block access to the user's Imooty account

**5.7** In the following cases reimbursement of payment for Imooty's services is excluded:

- Imooty terminates for good cause according to 5.5
- Imooty blocks access to the account according to 5.6

- Should the user terminate for good cause, reimbursement will occur subject to Imooty approval.

## **6. Right to withdraw**

The user has the right to withdraw from the service agreement consistent with statutory laws and regulations.

## **7. Responsibilities of the user**

**7.1** The following activities are banned:

**7.1.1** Blocking, overwriting, modifying or copying. Copying content appearing on the Imooty platform and/or in the Imooty section, for example by way of “robots”, is not permitted.

**7.1.2** Any action which could damage the Imooty infrastructure, in particular in way of straining the systems capacity.

**7.2** The user may not duplicate Imooty services, copy them or trade them as secondary services, unless Imooty has explicitly agreed to otherwise in writing.

## **8. Agreement to use of additional Imooty services**

Use of the Imooty BASIC, PRO or AGENCY services are subject to approval by Imooty.

## **9. Introduction of new services / changes in existing Imooty services**

Imooty aspires to continually develop and innovate in order to provide its users with the best possible service. The user acknowledges that Imooty at any time may change its user interface without notice.

## **10. Technical availability of the Imooty service / storage capacity**

**10.1** The user acknowledges that a 100% availability of the Imooty website at all times is technically impossible. In particular maintenance, safety, capacity or certain other factors are beyond the control of Imooty (for example interruption of public communication networks, electricity outages etc.) and may cause temporary interruption of service. Imooty strives to deliver a stable availability of its services.

**10.2** The user acknowledges that Imooty may define its maximum storage capacity at any time.

## **11. Content offered by Imooty**

**11.1** The user acknowledges that control of information such as text, software, data, photos, montages and audio visual content such as radio and video titles, is in the domain of the original content provider (“content” in the following).

**11.2** The user is aware that content made available through Imooty's services includes, but are not limited to, sponsored content and affiliate products consistent

with its service, and that both may be protected by copyrights. The user is prohibited from changing the content and may not create derivative works, rent, lend, or sell access to the content, unless Imooty, or the copyright holder has explicitly agreed to otherwise in writing.

**11.3** Imooty reserves the right to review, mark, change or refuse content submitted by the user.

**11.4** The user acknowledges that use of Imooty may generate content which the user may find inappropriate and disturbing and that all use occurs at own risk. Should the user be particularly sensitive to particular content, Imooty recommends that such content be filtered by personal software.

**11.5** Imooty assumes no responsibility for the user generated content, data and/or information, nor for content at external web sites linked to by Imooty. In particular, Imooty does not claim the information to be true and/or correct, nor that it will serve a particular purpose.

**11.6** The user acknowledges that by using the Imooty service, utilization of external services via software, or parts of software, may acquire third party services ("third" in the following). Use of such services are subject to agreement with third. Under no circumstance does these GTC have bearing on the relationship between the user and third.

**11.7** The services of Imooty contains hyperlinks and deep links to external websites and/or service providers. Imooty has no influence on such offers and/or websites as they are provided by third. Imooty has no control of availability of such services and/or websites and provides no support in facilitating use.

**11.8** Imooty does not claim to make an exhaustive web index of all information that could be of interest or relevant for the subscriber's business decision making process.

## **12.0 Property rights of Imooty**

**12.1** The user acknowledges that Imooty and the copyright holder of the content displayed, has all rights, ownership and legal control of its intellectual property. This includes, independent of registration, application or location, all intellectual property rights related to the Imooty services.

**12.2** The user acknowledges that the Imooty services may include confidential information and that the user may only publish such information with written permission from Imooty.

**12.3** Unless Imooty has approved in writing, the user may not use the company name, brand, logo, domain name or other parts of its intellectual property.

**12.4** Subject to the rights assigned to Imooty by the user, as outlined in clause 14, Imooty has no property rights or title in content provided by the user, or in content delivered, showed or uploaded to the user via the platform.

**12.5** The user agrees not to violate or obscure any intellectual property rights acquired via use of the Imooty service. The user agrees not to use such properties without express written permission by Imooty or the rights holder.

## **13. Imooty as licensor**

**13.1** Imooty grants the user a worldwide royalty free, non transferrable, non exclusive and personal license for use of the Imooty services within the framework of the BASIC, PRO and AGENCY service agreements. The license only gives the user access to the services of Imooty as defined by these GTC.

**13.2** The user may not create a derivative work on the platform, copy, amend, decompile or otherwise access and extract source code of software, or parts of software relevant to it, unless Imooty has explicitly agreed to otherwise in writing.

**13.3** The user may not transfer its right to customer support, as provided in Imooty BASIC, PRO or AGENCY, to others.

## **14. User as licensor**

**14.1** The user maintains exclusive ownership of copyright and all other rights associated with content delivered, showed or uploaded via the Imooty platform. The user grants Imooty a worldwide royalty free, unlimited, irrevocable, non transferrable and non exclusive license with the right to change, translate, reproduce, adapt and re-publish said content. The license allows Imooty to use such content to display and advertise its services.

**14.2** The user acknowledges that Imooty has the right to share the content with other organizations, associations or individual persons with whom Imooty has an agreement. Imooty has the right to share content for use in advertisements of the services of its partners.

**14.3** The user acknowledges that Imooty takes the technically necessary steps for making its offer available, by linking to content via open networks in different media formats. The user furthermore acknowledges that in order to make the content available and to comply with specifications of certain networks, offers, uses or media formats, Imooty makes certain technical adjustments.

**14.4** The user confirms and warrants that he has the necessary rights to grant Imooty the license as set forth by clauses 14.1 to 14.3

## **15 Exclusion of warranty and limitation on liability**

**15.1** The Imooty services are without any warranty and excluded from any type of bank payment warranty.

**15.2** In particular, there is no warranty on Imooty services and/or associated costs for

**15.2.1** Fulfillment of expectations the user may have to Imooty's services

**15.2.2** Reliability and correctness of the information the user locates via Imooty

**15.2.3** Accuracy, safety and uninterrupted functions of the Imooty services

**15.2.4** Repair of Imooty software malfunctions

**15.3** There are no warranty rights, obligations or terms (including implied terms such as satisfactory results, contractual assumption, normal use, or in accordance with service description), unless explicitly mentioned in these GTC.

**15.4** None of the terms of these GTC affects the rights granted the user according to

statutory laws and regulations.

## **16. Software Updates**

The software Imooty uses to provide services to its users, is automatically updated from time to time. Updates serve to improve and develop the Imooty services and may improve Imooty functions, create new software modules, versions or solutions to existing problems. The user accepts such updates as a part of the services rendered by Imooty.

## **17. Limitation of Liability**

**17.1** No clause in these GTC shall cause Imooty to be liable for any damages, except for such included under statutory laws and regulations.

**17.2** Subject to clause 17.1, Imooty and its content providers, limits liability as it relates to

**17.2.1** Indirect loss or consequential harm suffered by user. This includes the users loss of data, direct and indirect loss of sales, as well as damage to goodwill or reputation.

**17.2.2** Damages resulting following

**17.2.2.1** Reliance the user has on the completeness, existence or accuracy of advertisement, or because because of the outcome of a transaction with a sponsor or advertiser, appearing on the Imooty platform

**17.2.2.2** Changes in Imooty services, temporary or longer absence of certain Imooty services or features.

**17.2.2.3** Destruction, not saving or damage of content / information, delivered to the user via the Imooty service

**17.2.2.4** Erroneous registration data submitted by the user

**17.2.2.5** Failure to keep account data and password confidential

**17.3** Imooty's limitation of damages as identified in clause 17.2 remain in effect independent of whether Imooty was notified of a potential danger or should have been aware of such.

## **18. Exemption from liability**

**18.1** The user releases Imooty from all claims, including damages, made by other Imooty users or other third parties, against Imooty as a consequence of the users content submission on the Imooty platform. The user releases Imooty from all claims, including damages and legal costs, incurred by other Imooty users or other third parties, against Imooty as a consequence of the users infringement of their rights. All rights, such as Imooty's right to claim damages, remain in effect at all times.

**18.2** Should the user submitted content damage the rights of a third party, Imooty may determine to remove such content at its own accord.

## **19. Advertisements**

**19.1** Some of the Imooty services are financed through advertisements. The

advertisements may be customized according to the content preferences of the user.

**19.2** The way in which advertisements are displayed to the customer may change without notice.

**19.3** The user accepts the display of advertising as part of the consideration for using the Imooty services.

## **20. Copyright, Trademark and Intellectual Property rights**

In interest of respecting Copyright, Trademark and other Intellectual Property rights, Imooty will react on legitimate infringement notices with cancellation of the user account.

## **21. Data privacy**

Imooty handles all user data submitted to it with the utmost respect and confidentiality. Imooty will not pass on, or otherwise publicize personal information to third parties. Particulars regarding the handling of data is found in Imooty's privacy.

## **22. Final Provisions**

**22.1** This contract may only be changed in writing. Subsidiary agreements do not exist.

**22.2** Imooty reserves the right to change these GTC without reason at any time. Imooty will notify the user of changes to these GTC in due course. Should the user not object to the notification within 2 weeks, Imooty shall assume that the user agrees to the enacted changes. Imooty will inform the user of the meaning of the changes and of his/her right to disagree.

**22.3** The user may contact Imooty per letter, fax or E-mail. Imooty may contact the user per letter, fax or E-mail, as submitted by the user to his account.

**22.4** Should single clauses of these GTC be invalid, the remaining clauses will remain in full effect. The contractual partners accept to replace invalid clause(s) with a valid clause(s). The new clause shall come as close to possible to the spirit and purpose of the original clause. This also applies to possible omissions in the GTC.

**22.5** Place of performance is at Imooty.eu GmbH & Co KG headquarter in Berlin.

**22.6** Place of jurisdiction is in Berlin, Germany.

**22.7** This agreement is governed according to German law and international privacy rights.