# General terms and conditions of business www.working-dog.com

## § 1 General, scope of validity

1. These general terms and conditions of business apply for all legal relationships of Dögel GmbH, Geltestraße 9, 06184 Kabelsketal OT Dölbau (hereinafter referred to as: "Provider") towards the users of the Internet site www.working-dog.com and all subpages (hereinafter also referred to as: "Internet site"). Users are deemed to be everyone who registers on the Internet site or concludes a contract with the Provider to use the Internet site.
2. Deviating provisions of the users do not apply unless the Provider has explicitly confirmed this in writing. Individual agreements have precedence at all times.
3. The contractual text is not saved by the Provider after conclusion of the contract and is therefore not accessible. The language of contract is German. The user may call up, save and print out these general terms and conditions of business.
4. The business relationships between the Provider and the user are subject to the law of the Federal Republic of Germany. With consumers, this choice of law only applies to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his or her usual place of residence. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
5. The place of jurisdiction is Halle (Saale) if the user is a merchant, a legal entity under public law or special assets under public law.

## § 2 Services of the Provider, content of the Internet site

1. working-dog.com is an interactive platform on which dog sportsmen and women, breeders, dog owners or other persons interested in dogs can showcase themselves, network with one another and provide information to others. working-dog.com brings together all the relevant information relating to dog sport and depicts the long history between dog sportsmen and women, breeders and dogs in multimedia form.
2. The Provider can refer the users of the Internet site via links to third-party content and applications of third parties (hereinafter referred to as "third-party content"). Such thirdparty content is clearly marked by a corresponding notice. If and to the extent that the conclusion of a contract is offered in connection with this third-party content, this is created solely with the respective provider.
3. The Provider can restrict access to its own services if the security of the network operations, the upholding of the network integrity, in particular the avoidance of serious disruptions in the network, software or saved data so require.

## § 3 Usage as unregistered user

1. Visiting the Internet site as an unregistered user is also possible without registration. Active usage of the options of the Internet site, however, is not possible, only the viewing of the information about dogs, events and breedings provided by other users.

## § 4 Usage as a classic member or premium member

1. The active usage of the Internet site is only possible after prior registration as a member. A user can register free of charge as a so-called classic member or for a fee as a so-called premium member. The two modes of user access differ in the scope of usability of the Internet site, e.g. with regard to the information offered, the search functions and the planning and administration of breeding.
2. Registration is done by opening user access as a classic member or premium member, whereby each member must accept these general terms and conditions of business. With the conclusion of the registration process, a contract for the usage of the Internet site (hereinafter referred to as "usage agreement") is concluded between the Provider and the respective user. Until the registration access is concluded, the user can correct the data he or she enters with the usual keypad and mouse functions directly in the corresponding input fields. The Provider confirms the conclusion of the usage agreement by e-mail to the user. With this e-mail, the user also receives these general terms and conditions of business and the information with regard to cancellation. There is no entitlement to the conclusion of a usage agreement.
3. Each user may only have one access account; a transfer of the access account is not possible.
4. The data requested by the Provider during registration must be provided in full and correctly, e.g. first name and surname, current address (no PO box) and telephone number, valid e-mail address. If the data indicated subsequently change, the user is obligated to correct the information immediately.
5. During registration, the users indicate a user name and select a password. The communication between the Provider and the users is done via the e-mail address indicated. Users must keep their password secret.
6. Each user is obligated to inform the Provider immediately if there are indications that his or her access has been misused. Each user is fundamentally liable for all activities that are made using his or her access account and indemnifies the Provider from any compensation claims from third parties, unless the user is not responsible for the misuse.

## § 5 Duration of the usage agreement, suspension of the Internet site by the Provider

1. The Registration as a premium member is possible for half a year (180 days), a year (360 days) or three years (1080 days). It is automatically extended by the currently selected period in each case if the user does not terminate the usage agreement at the latest 14 days before the respective end of contract. The termination can only be done through your premium account.
2. Registration as a classic member is for an indefinite period of time. A classic member can terminate his or her usage agreement at any time about his or her account or by e-mail.
3. The Provider reserves the right to suspend the Internet site in its entirety. It will inform the users about this at least 6 weeks beforehand by e-mail and reimburse any credit in usage fees that may exist immediately to the respective users.
4. The right of extraordinary termination remains unaffected.

## § 6 Usage fees as a premium member

1. The usage fees for registration as a premium member are based on the term of membership selected and will be notified to the user during registration.

2. For premium members outside the European Union no sales tax is reported, it has to be reported by the user in his country.

3. The usage fees are due in advance in each case. The user can pay the usage fees by direct debit, credit card or bank transfer. In the event of an extension to the usage agreement, the Provider will ask the user in a timely manner to pay the further usage fees incurred. If a user is in arrears with the payment obligations, the Provider can demand compensation pursuant to the statutory provisions and/or withdraw from the contract. The user shall ensure that the accounts indicated for the purpose of payment handling are correct and that sufficient funds are available on them. Costs incurred as a result of failed direct debits (only for Germany) or credit card payments and related additional expenses such as postage, late fees, etc. shall be borne by the user unless he or she is not responsible for these.

4. The Provider is entitled to make the activation of the access account as a pro member dependent on the prior receipt of payment.

5. The provider reserves the right to increase the fee for the premium membership with effect from the beginning of a new extension period. An increase has to be communicated to the user in advance. The user is entitled to disagree with the agreement until the date of effect of the increase by letter, fax or e-mail. The opposition corresponds to a termination of the premium membership, which will take effect upon the expiry of the period of use.

**§ 7 Obligations of conduct on the part of the users, exemption in the event of breaches**

1. As a fundamental principle, the articles of the users on the Internet site are not checked by the Provider. If the Provider nevertheless becomes aware that a user is breaching these general terms and conditions of business or statutory regulations with his or her article, the unlawful content will be removed immediately or the access to it blocked.

2. The user is solely responsible for him or her having all the rights with regard to the content published by him or her and that no rights of third parties are breached by it. If e.g. images are uploaded on which in addition to the user himself/herself another or several other persons are discernible, the image file may only be uploaded with the latter's consent. With publication, the user grants the Provider irrevocably and free of charge the unlimited right geographically, temporally and with regard to content to use and utilise the content provided by him or her on the Internet site. Under no circumstances does the content represent the Provider's opinion; nor does the Provider adopt this as its own.

3. Each user undertakes not to use the information provided on the Internet site to publish content or transmit messages, the content or presentation of which is immoral, pornographic, racist or
   - offensive in any other way,
   - is incorrect or wilfully untrue,
   - breaches the rights of third parties, in particular copyrights,
   - breaches valid laws in any other way or constitutes an offence,
   - contains viruses or other computer programs that damage software or hardware or impede the usage of computers,
   - is a survey or chain letter or concealed advertising, or
   - serves the purpose of collecting and/or using personal data of other users in particular for commercial purposes.

4. If the Provider should learn of a breach against the aforementioned provisions, it reserves the right to change or delete the information offered. If third parties file claims for compensation against the Provider due to such a breach, the responsible user must indemnify the Provider against these claims.

## § 8 Blocking

1. The Provider can take the following measures if there are specific indications that a user is breaching statutory provisions, the rights of third parties or these general terms and conditions of business, or if the Provider has a justified interest, in particular to protect the other users.
   - Warning of users,
   - Temporary, partial or definitive blocking
2. The Provider can also definitively exclude a user from active usage of the Internet site (definitive blocking) if he or she has indicated false contact details during registration, in particular a wrong or invalid e-mail address, if he or she damages other users or providers to a considerable extent or if there is another important reason.
3. As soon as a user has been blocked temporarily or definitively, he or she may no longer use the Internet site with other user access accounts either and may not re-register.

## § 9 System integrity and disruption to the Internet site

1. Users may not use any mechanisms, software or other scripts in combination with the usage of the Internet site that could disrupt the functioning of the Internet site, in particular those that make it possible to generate automated or other page views.
2. Users may not take any measures that could result in an unreasonable or excessive burden on the infrastructure.
3. Users may not block, overwrite or modify content generated by the Provider or integrate this in any other way in the Internet site in a disruptive way.

## § 10 Responsibility for content, liability

1. The Provider assumes no responsibility for the information and documentation provided on the Internet site being complete, correct and up to date. This also applies for all links contained on the Internet page. The Provider is not responsible for the content of a page that is accessed by such a link.
2. Outside of liability for material and legal defects, the Provider is liable without restriction if the damage has been caused by wilful intent or gross negligence. The Provider is also liable for the slightly negligent breach of fundamental obligations (obligations whose breach jeopardises the attainment of the contractual purpose) and for the breach of cardinal obligations (obligations whose fulfilment makes the orderly implementation of the contract possible in the first place and in whose compliance the user regularly trusts), but only for the foreseeable damage typical of such contracts. In particular, the Provider is only liable for the loss of data to the amount of the costs that are incurred when the user carries out a data backup on a regular basis and in a manner appropriate to the application and has thus ensured that lost data can be restored with reasonable effort. The Provider is not liable for the slightly negligent breach of obligations other than those listed above. A liability for the compensation of indirect damage, in particular for loss of earnings, exists only with wilful intent or gross negligence of legal representatives, senior managers or other vicarious agents of the Provider.
3. The liability restrictions of the previous paragraph do not apply in the event of an injury to life, body and health, for a defect after assumption of a guarantee and for fraudulently concealed defects.
4. If the liability of the Provider is excluded or limited, this also applies for the personal liability of the staff, representatives and vicarious agents.

**§ 11 The website www.caniva.com , Payment on www.caniva.com, integrated Payment Tool**

1. www.caniva.com is an interactive platform where dog owners, breeders or other dog interested persons can be informed, can enter dog sporting events and can register for dog sporting events. www.caniva.com is a sub page of the website www.working-dog.com. Their general terms and conditions apply accordingly for the underside www.caniva.com.
2. The active use of www.caniva.com occurs by registering on the website www.working-dog.com. The visit of www.caniva.com is also possible without registration. An active use of the possibilities of the website is however not possible, only the information of other users on dog sport events are visible.
3. The use of www.caniva.com is free of charge.
4. The organizer of a dog sporting event is free to use the integrated payment tool www.caniva.com on. This includes the payment, for example of start fees, via PayPal. PayPal's general terms and conditions apply to the use of the integrated payment tool.
5. When using the integrated payment tool, a service fee is charged on the basis of the registration fees and are fixed at 12.5%. This service fee will be accounted four weeks after the end of the event.
6. The event organizer takes on responsibility of paying this service fee by himself or to transfer this charges to the participant. The total price chosen by the organizer is paid by the organizer to the Dögel GmbH as borrowed funds.
7. Amount may be debited to the organizer of the event, if he wishes once within seven working days, up to a security deposit of 20%. Open amounts, including the 20 % retained deposit, will be distributed 4 weeks after the end of the event taking into account the billing.
8. The provider reserves the right to increase the charge for the integrated payment tool. The actual cost will be communicated to the user while conclusion of contract.

# Information about the right of revocation with distance-selling agreement

1. Right of revocation:
   As a user you can revoke your contractual declaration in text form (e.g. letter, fax, e-mail) within 14 days without indicating any reasons. The deadline period starts after receipt of this information in text form but not before the conclusion of contract and also not before the fulfilment of our information obligations pursuant to Article 246 Section 2 in conjunction with Section 1 Para. 1 and 2 of the Introductory Act to the German Civil Code (EGBGB) and our obligations pursuant to Section 312g Par. 1 Clause 1 of the German Civil Code (BGB) in conjunction with Article 246 Section 3 of the EGBGB. The timely sending of the revocation is sufficient to comply with this deadline for revocation. The revocation is to be sent to:

   Information provided according to Sec. 5 German Telemedia Act (TMG)

   Dögel GmbH
   Geltestraße 9
   06184 Kabelsketal OT Dölbau

   Represented by: Mathias Dögel

   Email: service@working-dog.com

   Registering court: HRB Stendal
   Registration number: 17042

   VAT ID: DE 278633755

2. Consequences of revocation:
   In the event of a valid revocation, the services received by both parties are to be returned and any utilisation made (e.g. interest) surrendered. If you are unable to return or surrender the service received and utilisations (e.g. usage benefits) to us, or only in part or only in a deteriorated condition, you must pay compensation to us in this regard. This can result in you nevertheless having to fulfil the contractual payment obligations for the period until revocation. Obligations to reimburse payments must be met within 30 days. For you, the deadline period starts when you send your declaration of revocation; for us, with its receipt.

3. Special remarks:
   Your right of revocation expires early if the contract is fulfilled in its entirety by both sides at your explicit request before you have exercised your right of revocation.