

# **General Terms & Conditions of Use**

**Please read the following General Terms & Conditions of Use carefully before utilizing any offers and/or services at [www.umf-bikes.com](http://www.umf-bikes.com).**

## **I Scope of Application**

- Ia) The following General Terms & Conditions of Use (furthermore referred to as "GTCU") define the terms and conditions referring to the scope within which offers/services provided by UMF under [www.umf-bikes.com](http://www.umf-bikes.com) can be utilized by users/contributors/community members (furthermore referred to as "users").
- Ib) By registration and/or log-in at [www.umf-bikes.com](http://www.umf-bikes.com) users signify their full and complete agreement to these GTCU without exception. If you do not agree to any of these GTCU, the UMF community guidelines/site policy or the UMF privacy policy, please do not use the UMF website.
- Ic) UMF explicitly reserves the right, in its sole discretion, to revise and/or modify these GTCU at anytime with immediate effect. Users will be informed adequately about changes/modifications of GTCU at [www.umf-bikes.com](http://www.umf-bikes.com). Users agree to be bound to such changes/modifications of GTCU by registration and/or log-in at [www.umf-bikes.com](http://www.umf-bikes.com). Nothing in this agreement shall be deemed to confer any right, claim, benefit or cause of action on any third party.
- Id) These GTCU apply to all users utilizing the UMF website, including users providing contributions, commentaries, information, video content and/or other materials or services at [www.umf-bikes.com](http://www.umf-bikes.com).

## **II Language of GTCU**

- IIa) If UMF provides these GTCU in any translated form, this only happens for reasons of user comfort. Without exception, the English version of these GTCU shall exclusively define the relationship between UMF and users.
- IIb) In the case of any discrepancies and/or incongruities between English and respective translated version, the English version of these GTCU shall be applicable.

## **III Offers & Services**

- IIIa) At [www.umf-bikes.com](http://www.umf-bikes.com), UMF provides a multimedia platform allowing users the upload/publication of own contents/contributions and to discuss/share/comment such contents/contributions within a broad and

open community. Offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) include the user option to upload/post personal/individual contents/contributions such as video clips, images or texts. Such contributions i. e. can be rated, commented or voted by other users.

IIIb) UMF respects third-party intellectual property, integrity of personality and protection of privacy. This especially refers to all persons/groups/parties depicted in contents/contributions uploaded/transmitted at/to [www.umf-bikes.com](http://www.umf-bikes.com). Therefore, UMF explicitly requests all users to do likewise.

IIIc) All offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) are intended only for personal/private use and MUST NOT be abused by users for any commercial purposes. All users explicitly agree to utilize these provided offers/services solely for personal/private use.

#### **IV Content Retention, Liability/Responsibility & Prohibited Content**

IVa) At [www.umf-bikes.com](http://www.umf-bikes.com), UMF provides users with storage space for the upload of personal/individual contents/contributions (especially video clips). The provided storage space per content/contribution (video clip, image, text) is currently not limited. The latter may be changed by UMF, in its sole discretion, at anytime without advance notice.

IVb) Users are solely and personally liable/responsible for any contents/contributions they upload/post/transmit at/to [www.umf-bikes.com](http://www.umf-bikes.com). By uploading/posting/transmitting any contents/contributions at/to [www.umf-bikes.com](http://www.umf-bikes.com) all users automatically declare and ensure that a) such uploaded/posted/transmitted contents/contributions are license-free OR b) they are allowed to utilize such contents/contributions through official authorization/license by respective proprietor (particularly with respect to any copyright, trademark right, right to a name and/or any other rights of possession of the registered proprietors). By uploading/posting/transmitting contents/contributions at/to [www.umf-bikes.com](http://www.umf-bikes.com) all users also automatically declare and ensure that such contents/contributions, particularly when uploaded/posted on provided storage space, DO NOT show, contain and/or involve any infringement and/or violation of general moral principles. With respect to this, UMF specifically prohibits any content/contribution which is, including without limitation, abusive, threatening, racist, defamatory, harassing, offensive, shocking, pornographic/sexually explicit, glorifying violence or otherwise harmful to minors.

IVc) In addition, users are explicitly NOT ALLOWED to upload/post/transmit any contents/contributions at/to [www.umf-bikes.com](http://www.umf-bikes.com) that serve any commercial purpose (particularly with respect to spamming). Specifically prohibited are also any contents/contributions that propagate any political and/or ideological statements and/or advertise such statements (particularly by the use of any symbols/insignia

representing such statements). This also involves any contents/contributions serving any other political and/or ideological purpose by supporting, including without limitation, any petitions, campaigns, meetings or political parties.

- IVd) Sole/personal responsibility/liability of users also involves that all contents/contributions uploaded/posted/transmitted at/to [www.umf-bikes.com](http://www.umf-bikes.com) MUST BE completely free from any computer viruses, "worms", "Trojan horses" and/or any other software and/or malware that might endanger and/or affect the functionality and/or existence of [www.umf-bikes.com](http://www.umf-bikes.com) and/or the websites of other users.
- IVe) UMF reserves the right to ban and/or delete any uploaded/posted/transmitted contents/contributions infringing against this GTCU without prior notice and in its sole discretion. In any case, users SHALL NOT be entitled to claim for any banned and/or deleted contents/contributions to be restored and/or to be published anew. Regardless of this right to ban and/or delete such contents/contributions, UMF reserves the right to exclude users infringing against this GTCU from any further use of offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) and/or to assert claims against such users (particularly with respect to compensation for any damages).

## **V Duration of Right of Access**

- Va) UMF reserves the right to terminate the user's/participant's right to utilize the offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) if the respective user/participant infringes his obligations as specified within these GTCU.
- Vb) In connection with any termination of the user's/participant's right to utilize the offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) (see Va), UMF reserves the right to delete any contents/contributions uploaded/posted/transmitted by respective user/participant without prior notice and at its sole discretion. In any case, respective users SHALL NOT be entitled to claim for cession or any other form of restitution with respect to uploaded/posted/transmitted contents/contributions.
- Vc) Regardless of Va) and Vb), UMF reserves the right to suspend or discontinue any or any parts of the offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) at any time, without prior notice and at its sole discretion. In this case, the user's/participant's right to utilize these offers/services ends automatically with immediate effect.

## **VI Grant of Rights**

- VIa) Users grant UMF the right to utilize their uploaded/posted/transmitted contents/contributions for any provision of offers/services at [www.umf-bikes.com](http://www.umf-bikes.com). All necessary rights for this purpose shall be granted UMF completely FREE OF CHARGE. These granted rights particularly license UMF to publish uploaded/posted/transmitted

contents/contributions worldwide via [www.umf-bikes.com](http://www.umf-bikes.com) and/or any other media as well as to replicate and distribute such contents/contributions or cede them to third party.

- VIb) In addition, UMF is licensed to promote/advertise any offers/services in connection with published/posted/transmitted contents/contributions at its sole discretion. This right shall also be granted by users completely FREE OF CHARGE. With respect to this, users explicitly declare their full and complete agreement by registration/log-in and/or publishing/posting/transmitting any contents/contributions at/to [www.umf-bikes.com](http://www.umf-bikes.com).
- VIc) [www.umf-bikes.com](http://www.umf-bikes.com) is defined as open community. Therefore, all users explicitly declare their full and complete agreement that any third party is allowed to set external internet links and/or spread any other information with respect to contents/contributions uploaded/posted/transmitted at/to [www.umf-bikes.com](http://www.umf-bikes.com). The character of this open community also involves that any contents/contributions uploaded/posted/transmitted at/to [www.umf-bikes.com](http://www.umf-bikes.com) are completely disposable and can be utilized by any third party at any time and free of charge for own purposes. Users grant UMF the right to sub-license and cede any granted rights with respect to uploaded/posted/transmitted contents/contributions. In this context, UMF does not claim ownership. Instead, users are solely and personally liable/responsible for any contents/contributions they upload/post/transmit at/to [www.umf-bikes.com](http://www.umf-bikes.com).
- VIId) In addition, users grant UMF the right to edit and/or change uploaded/posted/transmitted contents/contributions and/or to enhance quality with respect to any technical requirements enabling publication.
- VIe) Rights granted UMF by users shall expire when uploaded/posted/transmitted contents/contributions of respective users are removed from the provided offers/services at [www.umf-bikes.com](http://www.umf-bikes.com).
- VIIf) Users explicitly declare to UMF that they are in possession of all necessary rights with respect to contents/contributions they upload/post/transmit at/to [www.umf-bikes.com](http://www.umf-bikes.com). Furthermore, users explicitly declare to UMF that their contents/contributions uploaded/posted/transmitted at/to [www.umf-bikes.com](http://www.umf-bikes.com) DO NOT VIOLATE any third-party rights or legal requirements. With respect to this, users shall exempt, upon first request, UMF and its affiliates as well as any UMF representatives, staff members, associates and agents from any claims any third party may assert against UMF by stating that contents/contributions uploaded/posted/transmitted by respective user at/to [www.umf-bikes.com](http://www.umf-bikes.com) may violate respective third-party property rights and/or legal requirements. This exemption also includes appropriate legal expenses.
- VIg) For the duration of their membership, UMF permits users to utilize the offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) by granting them the simple and non-transferable right to do so.

## **VII Availability of Offers/Services**

- VIIa) Users admit that UMF does not give any warranty or guarantee for the provision of offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com). UMF explicitly reserves the right to discontinue [www.umf-bikes.com](http://www.umf-bikes.com) and/or offers/services provided there completely or in parts or to limit the availability of such offers/services at any time without prior notice and in its sole discretion
- VIIb) According to this, UMF shall NOT assume any responsibility/liability that offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) are available to users at all times and/or without any interruptions.

## **VIII Liability**

- VIIIa) UMF shall be liable ONLY for loss or damage as a result of wilful misconduct or gross negligence with respect to infringement of contractual duty. If contractual duties are infringed by simple negligence, liability shall be excluded as far this is permitted by legal requirements. If UMF liability for simple negligence can not be excluded completely, it shall be confined to typical loss or damage which could have been foreseen at conclusion of contract. UMF's liability for personal injury, loss of life and impairment of health as well as in accordance with product liability law will remain unaffected. All restrictions to liability as aforesaid shall also apply in the case of any neglect of duty on the part of legal representatives or agents of UMF.
- VIIIb) All claims for compensation asserted against UMF shall become time-barred within twelve month after date of origin. This shall not apply with respect to claims based on wilful or tortious acts or acts causing liability in accordance with product liability law.
- VIIIc) All restrictions to liability as aforesaid shall also apply to any UMF affiliates as well as to any personal liability on the part of representatives, staff members, associates and agents of UMF and/or UMF affiliates.

## **IX Reporting Infringements**

- IXa) A contact address (please see imprint) at [www.umf-bikes.com](http://www.umf-bikes.com) enables persons/parties to contact UMF in the case they consider any content/contribution uploaded/posted by users at [www.umf-bikes.com](http://www.umf-bikes.com) as infringement of their respective copyright or any other right of possession. Please be aware that tracking of the respective claim requires the submission of correct and exhaustive information.
- IXb) Furthermore, if you consider contents/contributions uploaded/posted by users at [www.umf-bikes.com](http://www.umf-bikes.com) as infringement against this GTCU and/or legal requirements, please contact UMF via the address provided under "Imprint". Within this context, tracking especially

requires correct and exhaustive information about the exact storage location (category/heading) of respective user content/contribution.

## **X UMF Property Rights**

- Xa) Without exception, users agree that any trademark rights or other property rights with respect to offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com) as well as any logos/labels in connection with these offers/services are sole property of UMF and MUST NOT be utilized without explicit and prior written authorization by UMF.
- Xb) In addition, any of the software utilized for providing offers/services at [www.umf-bikes.com](http://www.umf-bikes.com) MUST NOT be copied, decompiled or modified in any other way without explicit and prior written authorization by UMF.

## **XI Privacy Policy & Community Guidelines/Site Policy**

You hereby acknowledge the UMF Privacy Policy and the UMF Community Guidelines/Site Policy. Both shall apply to all offers/services provided at [www.umf-bikes.com](http://www.umf-bikes.com).

## **XII Miscellaneous**

- XIIa) These GTCU as well as all provisions of contract between UMF and users shall be governed solely by the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Place of fulfillment shall be Cologne (Köln), Germany. As far as legally feasible, it is agreed that Cologne (Köln), Germany, shall be exclusive place of jurisdiction.
- XIIb) If any provision, clause, sentence or section of these GTCU shall be held to be illegal, unenforceable or void in any other way, the remaining provisions, clauses, sentences and sections of said GTCU shall remain in full force and effect. The respective void provision, clause, sentence or section shall then be replaced by a legally acceptable provision, clause, sentence or section representing closest proximity to the underlying economic intention of the original provision, clause, sentence or section. The same shall apply if and to the extent that these GTCU are found to contain any regulatory gaps and/or omissions and/or should fail to provide for any unforeseen eventuality.