

# General terms and conditions for the MAGNOTO internet platform

BETA PHASE

## In general

Magnoto is a public accessible web service from Olaf Wodrich and Frank Thomsen. Magnoto offers its users a service to display and organize personal photos, videos, texts and audio content on the web.

Magnoto is currently in the BETA Test-Phase. We can not guarantee the stability of the service. There could be failures in the running service, complete data loss or wrong display of user content on the website. Therefore please save ALL data locally BEFORE sending content to Magnoto.

The following general terms and conditions serve the security of the online usage and apply to all services that are offered to the users on the internet portal of Magnoto.

With the registration the new user approves to have read, understood and accepted the general terms and conditions. These terms and conditions apply exclusively to all users that register on the Magnoto internet page, even if the usage or the access occurs outside of the Federal Republic of Germany. The user accepts the general terms and conditions by confirming the statement (via the checkmark) on the Magnoto Website or by replying via e-mail.

There are no subsidiary agreements to these general terms and conditions.

The database and GUI technologies on the Magnoto internet pages are copyrighted. It is forbidden to copy, edit, reproduce or re-engineer these technologies without the consent of the Magnoto Team (Olaf Wodrich, Frank Thomsen).

These general terms and conditions apply for future contracts as well, even if there are no additional references explicitly stated. Alternative conditions or special agreements require written agreements.

## Possibility of a service charge after the BETA phase

Within the BETA phase (est. until mid 2005) all services offered by Magnoto are completely free of charge.

This testing phase serves not only the technical optimization, but gives us the time to find revenue models for certain Magnoto services as well.

After the BETA Phase it could therefore be possible that certain services of Magnoto will be charged. In this case, we intend to offer a price structure that will be very transparent and fair and will be in the area of a few EURO-Cent per day (per page). The invoicing will be done by renowned and secure German and US payment provider (FirstGate, T-Pay, PayPal).

Prior to the end of the BETA phase all users/customers will be informed about the possible services charges and expected costs (min. 2 weeks in advance). It is possible of course to cancel the account before the end of the BETA Phase.

## Upload of content by the user (on Magnoto pages)

### *Registration / Transfer of rights*

The contractual relationship between the user and Magnoto begins with the registration of the user (by completing the registration form). The user chooses a site and user name, a password and provides a valid e-mail address. By sending the completed form to magnoto.de, the contractual relationship between the user and Magnoto becomes valid. From this moment on, the user has the right to upload content on his site.

With the registration the user assures that he has the unlimited rights on the content uploaded on the user site/page. Furthermore, the user assures that he uploads no illegitimate content (see "exemption from liability").

### *Upload / Transfer of content*

Unless a certain setting in the options menu is chosen, content can be send to the Magnoto page of the user via any e-mail account. If the user wants to delete certain or all content from his Magnoto page, he can do so in the "Edit mode" anytime.

### *Right of inspection by Magnoto*

Magnoto has the right – but not the obligation – to inspect uploaded content in an editorial way. Magnoto reserves the right to reject several contents without giving reasons and has the right to delete previously uploaded content from the database. It is specifically important to know, that Magnoto has neither the means nor the possibility to inspect all uploaded content due to the high volume of uploaded content. It is in the responsibility of the user to upload only legitimate content. Magnoto is completely excluded from liability in this matter.

### **Exemption from liability**

Magnoto assumes no responsibility for any content that is placed / uploaded on the user page(s). Magnoto is completely excluded from liability in this matter.

Magnoto assumes no responsibility for uploaded photo, text or video material that violates the rights of third parties. This especially includes material (content) like stolen pictures (art), photos or videos of persons that were not being asked to be photographed / filmed or unauthorized/illegal photographed or filmed objects, like military bases, museums, etc.

Should a user claim to see his or the rights of third parties violated, has this to be brought to attention to Magnoto in written form. Magnoto will then delete the specified content from the database immediately.

Magnoto can not be made responsible for damages that occur while using the website or while using directly or indirectly the website content. There is no liability or guarantee for a error free operation of the internet site Magnoto.

The same applies to the possible case of complete data loss on Magnoto pages or possible quality defects.

### **Data security**

The user has to store his login data – user name and password – very securely. It should be ensured that the login data is never published or open to third parties. Magnoto can not be made responsible for damages due to carelessly communicated and (by third parties) used login data. In suspicion of login data abuse please contact Magnoto immediately.

Magnoto tries to protect its users with the usual carefulness. But in no case Magnoto can be held responsible for damages that could arise through data espionage, hacker attacks, corrupt or faulty hard- or software or due to an act of nature beyond control.

### **Privacy Policy**

In the context of providing the Magnoto website services, as little as possible personal data will be collected, saved or processed by Magnoto.

Some personal user data can be used for internal statistical reasons only. This data will never be sold or transferred free of charge to third parties.

Magnoto uses cookies to achieve a better user experience. These cookies are saved by the browser on the hard disc of the user permanently.

The user explicitly accepts the saving and processing of the above stated data.

### **Contract period**

The contract period between Magnoto and the user is limited to the ALPHA and BETA phase of the service. Both parties can cancel the contract without notice at any time.

### **Court of jurisdiction**

As long as an agreement on jurisdiction is legally allowed, the district court "Landgericht München I" is factually and locally responsible. This is particularly the case, if the user is a businessman.

User of the Magnoto website services accept that the privity of contract to Magnoto is exclusively limited to the German right, to the exclusion of the United Nations Convention on Contracts for the international sale of goods.

### **Miscellaneous**

There are no subsidiary arrangements to this contract. Modifications of this contract must be in written form. The same applies for the cancellation of the requirement for written form.

If one of the above stated regulations is not effective or a regulation is incomplete the overall effectiveness of the remaining regulations is not affected. In this case the ineffective or incomplete regulation applies to a regulation that is economically feasible.