

General Terms and Conditions

Online Portal „Whats live“

1. Content of the Online Offer

- (1) The portal is designed to promote the communication and the exchange between users with respect to events.
- (2) For this purpose, the operator provides an online platform on which the user can publish links to event information shown on his own or on other websites. The user is free to upload photos and texts.
- (3) For technical reasons, the operator is not able to guarantee a hundred per cent availability of the portal. However, the operator will do his best to keep the portal available at a constant level. In spite of these efforts, to keep the availability at a constant level, short-term troubles or a temporary cessation of the portal may, however, occur (e.g. because of maintenance works, for reasons of safety, because of capacity utilization or due to other reasons for which the operator does not bear responsibility).
- (4) If the operator has knowledge of any troubles or failures of the portal, e.g. because of maintenance works, he will announce such troubles or failures to the users in due time before they occur.

2. Registration and Conclusion of Contract

- (1) Before using the portal, the user has to register.
- (2) Registration is free of charge for the user. The user may change the free use to a payment-based utilization according to the charging model set out below. Compared to the free of charge use, the payment-based utilization allows for diverse additional and enlarged functions.
- (3) Natural persons having reached the age of 18 as well as legal entities are allowed to register. In the case of legal entities, their authorized representative does the registration.
- (4) Registration of the user is made by completing a registration form. Every user may register only once.
- (5) The user assures to fully and correctly state the data requested in this registration form. The user may not give any stage name and/or alias. Registration under a third-party name is inadmissible, too.
- (6) The user must immediately notify the operator of any changes with respect to his data stored.
- (7) During registration, the user provides his e-mail address, by which he may log in for the duration of use of the portal.
- (8) By sending the registration form, the user submits an offer for the conclusion of a usage contract with the operator.
- (9) Once the operator has received the registration, he sends an e-mail with an activating link to the user's e-mail address he has provided and the usage contract becomes effective.
- (10) At any time, the operator may refuse the user's offer for the conclusion of a usage contract without giving reasons. In such case, no activating link will be sent to the user.

(11) For technical reasons, an identification of persons in the Internet is only possible in a limited manner. Consequentially, the operator cannot exclude that users register by providing false data. He does not assume any warranty regarding the real identity of the user.

3. Right of Withdrawal

Right of Withdrawal and Withdrawal Form Template

Right of Withdrawal

Within 14 days, you have the right to withdraw from this contract without giving reasons. The withdrawal period is 14 days from the day of the conclusion of contract. In order to exercise your right of withdrawal, you must inform us,

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by a clear declaration (e.g. a letter sent by post, fax, e-mail or through our contact form that can be reached from any of our sites) with respect to your decision to withdraw from this contract. For this purpose, you can use the attached Withdrawal Form Template which, however, is not compulsory.

Your notification on the exercise of your right of withdrawal before the expiry of the withdrawal period shall be deemed sufficient for compliance with the withdrawal period.

Consequences of Withdrawal

When you withdraw from this contract, we must, immediately and not later than 14 days from the date we receive your notification on the withdrawal from this contract, return to you all payments received from you, including delivery costs (excluding any additional costs arising from the fact that you have chosen another delivery than the favorable standard delivery offered by us). Unless expressly agreed otherwise, we will use the same means of payment for this refunding, that you used with the original transaction; in no event, any such refunding will entail any costs for you.

If you have requested that the service is scheduled to start during the withdrawal period, you are obliged to pay us an adequate amount corresponding to the portion of services already rendered until the time when you inform us about your exercise of your right of withdrawal with respect to this contract, compared to the overall volume of the services provided for under the contract.

Please find attached a withdrawal form template ready to download as pdf-file.

Exclusion of the Right of Withdrawal:

The right of withdrawal does not exist if, at the time of conclusion of the transaction, you are predominantly acting in your commercial or professional freelance function, so that you are deemed to be an entrepreneur (§ 14 BGB – German civil Code).

Further important notice:

You expressly agree that we start delivering the service before the end of the withdrawal period.

4. Obligations of the User

- (1) The user has to treat as confidential the password used by him when registering. In particular, he may not enable third parties to use the portal by disclosing his password.
- (2) In case the user has reason to believe that his access data have become known to or have been used by third parties, he must immediately inform the operator about it.
- (3) When using the portal and when making available and/or distributing his own content (also hyperlinks), the user has to observe the applicable law as well as third-party rights. In particular, he must not
 - use any offensive, harassing, discriminating, racist, slanderous or otherwise objectionable contents,
 - use pornographic contents, contents glorifying violence or violating the law for the protection of the youth; advertise, offer or sell pornographic products or products that violate the law for the protection of the youth,
 - use any contents legally protected (e.g. by copy right, trademark law, patent law, design law or utility model law), without being entitled to do so or advertise, offer or sell legally protected goods or services,
 - undertake or encourage any anti-competitive activities. This also applies to progressive canvassing (such as chain, snowball or pyramid systems).
- (4) Before making available and/or distributing photos and videos, the user must ensure, that he is the exclusive holder of the rights of use of such photo/video and that no third-party rights are violated by such making available and/or distribution.
- (5) Nevertheless, the operator reserves the right to remove from the portal, without any preannouncement, contents made available and/or distributed by the users, when specific indications of a violation of valid rights, common decency or third-party rights arise because of such making available and/or distribution.
- (6) Without the content given by the rights holder, contents made available and/or distributed via the portal must not be copied, further disseminated or made publically available.
- (7) Any commercial exploitation of the contents made available or distributed via the portal is prohibited.
- (8) Any action has to be refrained from, that is suitable to impair the functionality of the portal, especially to overburden the same.
- (9) In the event of indications that the user has violated any of the obligations mentioned above, the operator shall be entitled to exclude the user temporarily or permanently from using the portal by blocking him. If the user is blocked, the operator must inform him about such blocking within ten days after he was blocked. Such information has to be sent to the e-mail address provided by the user.
- (10) As far as contents have not been deleted by the operator because of a violation of one of the regulations mentioned above, such contents provided by a blocked member will continue to be available in the portal. The user shall not be entitled to a cancellation of his posts. The operator will, however, anonymize the contents provided by the user.

(11) A user already blocked shall not be entitled to re-register with the portal.

5. Payment Terms

- (1) The operator offers the following possibilities for payment of the flat-rate user fee chosen by the user: PayPal, Invoice.
- (2) The flat-rate user fee becomes due once the user has chosen the respective charging model.

6. Termination

- (1) The user is entitled to terminate the user contract by a corresponding written declaration to the operator (support@whatslive.com) at any time, without giving reasons and without observance of periods.
- (2) The operator is entitled to terminate the user contract any time; termination by the operator becomes effective with a 14 days notice by the end of the month.
- (3) The right of extraordinary termination remains unaffected. In particular, the operator shall be entitled to an extraordinary termination when the user has violated one of the obligations mentioned in these terms of use.
- (4) In the event of a termination, the contents uploaded by the user shall continue to be available. The user shall not be entitled to a cancellation of the contents uploaded by him. The operator will, however, anonymize such contents.

7. Responsibility of the Operator for the Contents of the Users

- (1) The user shall be responsible for the contents which he makes available and/or distributes via the portal. Before posting such contents, he must ensure that they do not violate any applicable law or third-party rights.
- (2) With respect to these contents, the user will transfer to the operator any temporally and spatially unlimited, irrevocable and transferable right of reproduction according to § 16 UrhG (German Copyright Law) by storage on the operator's server as well as such right of making them accessible to the public via the operator's websites in the Internet according to § 19a UrhG (German Copyright Law).
- (3) An examination of the lawfulness of the contents made available and/or distributed by the user will not take place.
- (4) If a user becomes aware of any illegal contents, he can report them any time to the operator. For this purpose, he is required to submit a report by using the only form which can be found in the portal for the report of legal infringements, or via an e-mail message to support@whatslive.com. Here, the kind of infringement as well as the storage location of the objectionable content (e.g. by a deep link) has to be indicated.
- (5) The operator will immediately delete the objectionable content when he finds out while examining the facts that the reported content indeed violates one of the regulations mentioned in these terms of use.

8. Liability

- (1) In case of intent and gross negligence as well as in case of the absence of warranted properties, the operator assumes unlimited liability for all consequential damages.

- (2) In case of slight negligence, the operator assumes unrestricted liability in the event of injury to life, body or health.
- (3) In the event that the operator, because of slight negligence, has fallen behind with his performance or has breached a significant obligation, the operator's liability for the consequential material and financial damages shall be limited to the damage typical for the contract. This also applies in the event that the operator's performance has become impossible.
- (4) In the event of slight negligence, the operator assumes liability for the loss of the user's data only when the user has saved his data at sufficient intervals and in a suitable form.
- (5) The operator's liability for other damages shall be excluded. This especially applies to the loss of data and software and/or hardware defects that might be the result of worms, Trojans and other malware.
- (6) The liability according to mandatory legal provisions such as the regulations of the German product liability act, remains unaffected.

9. Indemnity

- (1) The user shall indemnify the operator from all third-party claims raised by them against the operator because of the violation of their rights by making available and/or distributing contents via the portal or otherwise using the portal.
- (2) This also includes the costs incurred by the operator for any necessary legal defense, including all lawyers and legal expenses.
- (3) In the event of a claim, the user is obliged to make available to the operator all information available to him in a prompt, comprehensive and truthful manner, which information is necessary for the examination of the asserted claims and for the defense against such claims.

10. Protection of Privacy

- (1) The collection, processing and use of personal data of the user shall be in accordance with the data protection regulations valid in Germany.
- (2) The operator uses the data stored by the user exclusively for the fulfillment and the performance of the contract. As far as necessary for the proper fulfillment of the contract, contract partners of the provider will receive knowledge of the user's data.
- (3) As far as necessary for preventing danger to public order or for prosecution, the operator will disclose the personal data stored by the user to the competent law enforcement and supervisory agencies.
- (4) The operator undertakes not to use the data stored in the portal by the user for other purposes than those stated above and especially not to disclose or sell such data to third parties.

11. Final Clauses

- (1) The operator reserves the right to amend these terms of use with effect for the future. In the event of such amendment, the provider shall inform the user in good time on the content of

the amendment. The amendments are deemed to be accepted as far as the user does not object to them within a period of four weeks after notification. If the user does not agree to such amendments, he can terminate the contractual relationship with immediate effect.

- (2) The laws of the Federal Republic of Germany shall exclusively be applicable to the exclusion of the UN Convention on Contracts for the International Sales of Goods.
- (3) As far as admissible, the place of jurisdiction shall be the registered office of the operator.
- (4) In the event that individual provisions of these General Terms and Conditions are ineffective in whole or in part, this will not affect the effectiveness of the remaining clauses. In this case, the parties undertake to replace the ineffective provision by an effective provision that, in consideration of the interests of the parties, comes as close as possible to the economic purpose intended by the ineffective provision. This also applies as far as an unintended gap arises in these General Terms and Conditions or one of the provisions proves to be unenforceable.
- (5) These terms of use are provided in the English language. Storage of the contract wording will not take place.

Heusenstamm, this August XX, 2015