

General Terms and Conditions

- for Advertisement Customers and other Users of Global-Trading-Pool -

1. Service Provider, Subject Matter, Scope of Application

- 1.1. The present General Terms and Conditions (hereinafter referred to as "T&C") shall apply to the use of the advertisement portal operated on the website www.global-trading-pool.com (hereinafter referred to a "**Platform**"); on the Platform users offering real property, jobs and/or other goods and/or services may publish advertisements and interested users may view such advertisements. The T&C shall not only apply to users publishing advertisements on the Platform but also to all other uses of the Platform, including without limitation the research for goods and services advertised on the Platform. The Platform services are provided by Mehdi Seyed Abadi, Erich-Kästner-Weg 15, 90513 Zirndorf, Germany (hereinafter referred to as "**we**" or "**us**").
- 1.2. Definitions:
 - 1.2.1. Serving of advertisements shall be defined as "**Advertisements**" hereunder. Advertisements may promote goods and/or services or present companies (industry directory).
 - 1.2.2. Persons publishing advertisements on the Platform shall be referred to as "**Advertisers**" hereinafter.
 - 1.2.3. Persons researching the Platform for goods, services and/or companies shall be referred to as "**Prospects**" hereunder.
 - 1.2.4. Advertisers and Prospects shall also be referred to as "**Users**" hereunder.
 - 1.2.5. Communication, ratings and/or other content communicated by Users on or via the Platform shall be referred to as "**User Contributions**" hereunder.
- 1.3. Our offers, services and performances shall solely be subject to the present Terms and Conditions. Contradicting or additional terms and conditions of the customer shall not become part of the contract.

2. Conclusion of Contract, Contract Languages

2.1. Conclusion of contract in case of *paid* services

- 2.1.1. Only if and once you are booking an Advertisement on our website, such purchase order of yours shall constitute a binding offer to conclude the respective contract. In order to make the booking, please go through the order process on the website and complete the information required therein. Prior to sending off your purchase order you will have the opportunity to check and modify your purchase data. Only if and once you send off your order, you submit a binding offer for conclusion of a contract with us.

2.1.2. We may accept your offer within two days by

- submission of a confirmation of order by post, fax or email, or
- request to make payment.

Customer's receipt of our confirmation of order or request of payment shall be the relevant point of time for our compliance with the aforesaid time period.

2.2. Conclusion of contract in case of *free services*

2.2.1. Our making available of the website does not yet constitute a binding offer for conclusion of a contract on the respective use. A binding offer shall only occur once that the User transfers its request for registration to us. Where we are accepting such offer, we will do so by confirming the registration of the User by email or by publishing User's content or ratings on the Platform.

2.3. Contract Languages

2.3.1. Languages made available for conclusion of the contract shall be English and German.

3. Storage of the Provisions of the Contract

3.1. We will store the provisions of the contract, including the booking data / registration data and the present T&C. You can print out the provisions of the contract by using the respective functionality of your browser (usually "print" respectively "file" > "save as").

4. User Account

4.1. Registrants shall enter complete and correct information. No information concerning third persons may be used without such persons' consent.

4.2. You shall treat your access data like e.g. your password confidentially and shall not disclose it to any third party(ies) and shall notify us promptly in case of loss or unauthorized use of your access data.

5. Services and Prices

5.1. Formats, placements and time slots for the Advertisements as well as special restrictions, if any, for Advertisements and the respective prices shall be set forth in our service description and price list for the respective products as current at the time of conclusion of the contract.

6. Requirements regarding Advertisements

- 6.1. Company Entries (Industry Directory): Company entries (industry directory) shall be promptly amended by the Advertiser in case of changes.
- 6.2. Hyperlinks: Should an Advertisement include a hyperlink, the Advertiser shall ensure the technical availability of the target site as well as the compliance of such target site and of its environment with the applicable laws.
- 6.3. Compliance with applicable laws: The Advertiser shall ensure that its Advertisement will not violate any provisions of the applicable laws. Such laws may include without limitation misleading or other unfair competition, the rules on indication of prices, and/or applicable penal law provisions.

E.g. Publishing Advertisements outside your country: When targeting Advertisements to persons residing in a foreign country, it shall be necessary that such Advertisement is (also) complying with the laws of such applicable foreign country.

E.g. Job Advertisements For job advertisements it is especially noted that in Germany applicants must, according to the German General Act on Equal Treatment ("Allgemeines Gleichbehandlungsgesetz", abbr. "AGG"), not be disadvantaged for reasons of race or ethnical origin, gender, religion or world-view, disability, age or of sexual identity,

E.g. Real Estate Advertisements For Advertisements regarding real estate it is especiall noted that in Germany such Advertisements must contain certain information required by the German Energy Savings Regulation ("Energieeinsparungsverordnung").

- 6.4. No breach of third party rights: You shall ensure that your Advertisements do not breach any industrial or intellectual property rights of any third party(ies) like e.g. copyrights, name rights, trademarks or design rights and, furthermore, that they do not breach any privacy rights or personality rights of any third party(ies).
- 6.5. Obligation to indicate an Imprint You shall ensure that your Advertisements contain a provider indication (imprint) complying with the provider indication requirement within the meaning of [Section 5 of the German Telemedia Act \(§5 Telemediengesetz\)](#), unless the Advertisement is solely for private or family purposes and has no effects on the market.

7. Requirements for User Contributions

- 7.1. Only lawful User Contributions (communication, ratings or similar) may be communicated on or via the Platform. Including without limitation, User Contributions and/or making available of same on the Platform, may not conflict with any third party rights whatsoever (e.g. rights in the name, trademark rights, copyrights, personality rights etc.) and the User needs to be in control of the rights for making available the User Content on the Platform, and the User must comply with applicable data protection laws in such context.
- 7.2. User Content, whether in pictures or words, must not contain any representation of violence and must not be sexually offensive. User Content must not contain any

discriminating, offensive, racist and/or defamatory statements or representations and/or which are otherwise unlawful or unethical.

- 7.3. Users' ratings on Advertisers may not contain false statements or abusive criticism and may not breach personality rights.

8. Blocking of Advertisements

- 8.1. We shall be permitted to block paid Advertisements promptly if and once that there are indications that such Advertisements or a website they are linking to, or the surroundings of the respective linked website is unlawful or breaching any rights of third party(ies). It shall be deemed an indication or breach of rights within the aforesaid meaning, among other occurrences, if any third party(ies) takes measures against us or you and where such measures are based on actual or alleged unlawfulness and/or breach of rights. The blocking of the applicable Advertisement shall be lifted if and once the respective suspicion of unlawfulness or of a breach of third party rights will be cleared out.
- 8.2. We shall inform you promptly on any blocking of Advertisements and shall request you to clear out the respective reproach within an adequate time period which we shall determine in good faith in connection with our aforesaid request. Following unsuccessful expiration of such aforesaid time period we shall be entitled to terminate without notice.

9. Blocking of User Contributions

- 9.1. We shall be entitled to block and/or delete User Contributions at any time.

10. Invoicing via Email

- 10.1. We shall be entitled to submit invoices via email.

11. Warranty

- 11.1. Our warranty obligations shall be such as provided for under the applicable laws.

12. Exclusions and Limitations of Liability

Our liability for damages shall be subject to the following:

- 12.1. In case of intention or gross negligence, also on part of any persons assisting us in the performance of our obligations, we shall be liable in accordance with the applicable laws. The same shall apply in case of a damage caused by negligent violation of life, body or health.
- 12.2. In case of a damage to property or a financial damage, we shall solely be liable in case of breach of an essential contractual obligation, subject, however, to a maximum

amount equal to the damage which was foreseeable at the time of conclusion of the contract and typical for the contract; essential contractual obligations within the aforesaid meaning shall be deemed such obligations the fulfilment of which is a prerequisite for performance of the contract and which the other party may generally expect to be complied with.

- 12.3. Otherwise our liability, regardless of its legal grounds, shall be excluded.
- 12.4. The exclusions and limitations of liability under the above paragraphs (1) through (3) shall apply correspondingly in favour of the persons assisting us in the fulfilment of our obligations.
- 12.5. Any liability based on the assumption of a guarantee or under the German Product Liability Act ("Produkthaftungsgesetz") shall not be affected by the exclusions and limitations of liability under the preceding paragraphs (1) through (4).

13. Miscellaneous

- 13.1. The laws of Germany shall apply, under exclusion of the Convention on the International Sale of Goods.

Where the customer is a Consumer, such choice of law shall only apply to the extent that it does not affect mandatory provisions of the country where the customer has its habitual place of abode.

- 13.2. For dealings with merchants, legal persons under public law or separate estates under public law, the courts of our place of business shall have jurisdiction over all conflicts arising hereunder. However, we shall remain entitled, at our choice, to file a lawsuit at the Customer's location instead.