

Liability Notice



A. PROVIDER, SCOPE

1. These General Terms and Conditions (GTC) govern the contractual relationship between the operators of Game-Forum and the users.
2. Game-Forum is operated by Philipp Tradel, Moosweg 2a, 9520 Treffen am Ossiacher See, Austria.
3. Game-Forum is available on the www.game-forum.net website.
4. Users are private persons or legal persons who use the Game-Forum offer or register at Game-Forum. Users are private persons (consumers) within the meaning of § 13 BGB, i.e. natural persons who conclude the respective legal transaction for a purpose, which can neither be predominantly attributed to their commercial nor their independent professional activity. In other cases, the users are entrepreneurs according to § 14 BGB.
5. Terms of use of users do not apply, as far as Game-Forum does not expressly agree to them.

B. PURPOSE

1. Game-Forum offers a range of services to enable online users to share and manage digital content. In so doing, Game-Forum users' content is not checked, edited or otherwise acknowledged. However, Game-Forum reserves the right to review and delete the content, insofar as this is required by law or if there is reasonable suspicion that the same is in violation of the law.
2. Game-Forum does not provide any search functionality that could search the infrastructure of content posted by users. The files cannot be catalogued by users nor listed in tables of contents. Only the user who provides a file through Game-Forum controls whether, how, and for what files he will allow access by others.
3. The Game-Forum offer can be used free of charge and without registration. With registration and paid offers, users have more options to share and manage digital content.
4. The fee-based offer of Game-Forum is only available to users who are domiciled or have their place of business in the European Union.

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5. Game-Forum endeavors to constantly develop, maintain and make the offer available to users. It is constantly being expanded and is based on various factors, such as user requirements, market requirements and technical and economic factors. Users are therefore not entitled to the content or scope of the offer remaining unchanged, or having certain functions. There is also no claim that the offer is always accessible and if available, will work flawlessly.

6. A contract is concluded between the users and Game-Forum either by users using free offers and accepting these Terms and Conditions or registering in order to use paid offers. As part of the registration, users must also agree to these Terms and Conditions.

C. TERM, TERMINATION

1. Paid contracts are concluded with a contract term of one month. If the contract is not terminated with one month's notice to the end of the contract, the paid contract will be extended for another month.

2. The right to extraordinary termination of the contract remains reserved to both contracting parties. This is particularly the case if users violate contract terms.

D. REGISTRATION, PAID USAGE

1. If users register at Game-Forum, they set the corresponding access data for the access to the offer. Users are obliged to treat access data confidentially and are liable for any misuse resulting from unauthorized use of the access data.

2. If the users become aware that the access data are known to unauthorized third parties, the users have to inform Game-Forum thereof immediately. If, due to the fault of the user, unauthorized third parties use Game-Forum services, the users are liable for this.

3. In case of suspicion, the users therefore have the option and the obligation to renew the access data.

4. Game-Forum reserves the right to block or restrict access at any time if there is a suspicion that an unauthorized third party has obtained the access data of a user.

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E. COSTS, TERMS OF PAYMENT

1. The costs for the extended offer functions are clearly communicated to the users in advance.
2. Unless otherwise stated, these costs include statutory VAT.
3. The costs have to be paid in advance and are independent of the actual use of the offer.
4. The billing by Game-Forum occurs on a monthly basis.
5. The payment is made using one of the offered payment options.

F. USER CONTENT, PROHIBITED CONTENT, RELEASE FROM LIABILITY

1. By using the Game-Forum offer, users agree to comply with applicable laws, including but not limited to copyright, trademark and competition law.
2. In addition, users must observe third-party rights. This applies in particular to offensive, obscene, racist, threatening, harassing or defamatory content. In doing so, the users undertake in particular not to violate the rights of third parties, nor to distribute or upload any content that violates applicable law.
3. Game-Forum also prohibits users from providing data that is sexually-targeted. If there are doubts about the classification, the users guarantee to contact Game-Forum Support.
4. Furthermore, users are prohibited from using the Game-Forum offer to provide malware (malware, hacking tools, password generators, etc.).
5. Users are exclusively responsible for the content they provide on Game-Forum. If Game-Forum has to be held accountable for a user's content (e.g., due to the use of a copyrighted file or the distribution of illegal content), the users indemnify Game-Forum and its vicarious agents from all claims and the necessary costs incurred in connection with the defense against claims, which third parties assert against Game-Forum due to an infringement for which the user is responsible. The necessary costs include, in particular, court fees and legal fees at the statutory rate.

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G. LIABILITY UNDER TELEMEDIA LAW

Users acknowledge that Game-Forum assumes no responsibility for the content that Game-Forum has not created or has not acknowledged.

H. GUARANTEE

1. The Austrian warranty law applies.

2. The following applies to companies: With the exception of claims for damages, warranty claims due to material defects lapse after one year. The statute of limitation begins with the granting of the possibility of using the Game-Forum offer.

I. LIABILITY

1. The following disclaimers and limitations apply for Game-Forum's liability for damages, without prejudice to the other statutory eligibility requirements.

2. On an unrestricted basis, Game-Forum bears liability, as far as the cause of damages is based on intent or gross negligence.

3. Furthermore, Game-Forum is liable for the slightly negligent breach of material obligations, the breach of which puts the achievement of the contractual purpose at risk or is a breach of obligations, the fulfillment of which is the proper execution of the contract in the first place and on whose compliance you regularly trust. In this case, however, Game-Forum is liable only for foreseeable, contract-typical damage and not for the slightly negligent violation of others, other than those obligations mentioned in the preceding sentence.

4. As far as the liability of Game-Forum is excluded or limited, this also applies to the personal liability of its employees, its representatives and vicarious agents.

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J. PRIVACY POLICY

1. Game-Forum processes users' personal data for specific purposes and in accordance with statutory provisions. This is the data that users provide when registering and that are collected when using the offer. This personal data that is used for the purpose of providing the service is exclusively used by Game-Forum to fulfill and execute the contract. This information will be kept confidential and will not be disclosed to third parties who are not involved in the contract fulfillment and payment process.

2. The user has the right to obtain information from Game-Forum about the personal data stored about them, free of charge. In addition, the user has the right to correct inaccurate data and to block and delete their personal data to the extent that there is no legal obligation of retention.

K. CHANGE OF THESE TERMS OF USE AND CONTRACT

1. Game-Forum reserves the right to change these Terms of Use and contract with effect for the future.

2. In this case, users will be informed in advance of the changes to the Terms of Use in the context of the current contractual relationships and it is pointed out that the changes are considered accepted if the changes are not rejected within 4 weeks.

L. ONLINE DISPUTE RESOLUTION, DISPUTE SETTLEMENT

1. The platform of the European Commission for online dispute resolution (OS platform) can be reached via the following link:

<http://ec.europa.eu/consumers/odr/>

2. We are not obligated to participate in a dispute resolution procedure before a consumer-enforcement agency and are not prepared to do so.

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M. APPLICABLE LAW, CONTRACT LANGUAGE, CONTRACT TEXT, JURISDICTION. PLACE OF PERFORMANCE

1. Austrian law shall apply to this contract, to the exclusion of international private law (IPR) and the United Nations Convention on the International Sale of Goods (CISG), insofar as no mandatory provisions preclude this.
2. The contractual language is English.
3. The contract text is saved by Game-Forum. The Terms and Conditions can be found on the Game-Forum website and can be printed out.
4. The Game-Forum registered place of business is agreed with entrepreneurs as the place of jurisdiction and place of fulfillment.

O. Right of revocation

Your right to rescind your online order

You have the right to cancel this contract within fourteen days without specifying any reasons.

The withdrawal period is fourteen days from the date of the conclusion of the contract.

To exercise your right of withdrawal, you must contact Philipp Tradel, Moosweg 2a, 9520 Treffen am Ossiacher See, Austria, email: support@game-forum.net with a clear statement (e.g., a letter sent by post, fax or email) regarding your decision to withdraw from this contract. To do so, you can use the attached sample withdrawal form, which is not required, however.

In order to comply with the revocation period, you simply need to send us notice that you are exercising your right of revocation before the cancellation period has expired.

I. Consequences of rescinding your order

If you choose to withdraw from this contract, we shall refund all payments we have received from you without delay, including shipping costs (except for additional costs arising in the event of selecting a method of shipping different from the most cost-efficient standard delivery offered by us), no later than fourteen days from the date on which we have received the notice of withdrawal from this contract. The refund shall be issued to the same payment method that you provided for the original transaction, unless otherwise explicitly agreed with you; under no circumstances will you be charged fees to process this refund.

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If you have already asked for service to begin during the period prior to your revocation, you will have to pay an appropriate amount corresponding to the service already provided up to the date on which you notified us that you were exercising your right to revoke this contract, prorated to the total scope of services provided for in the contract.

Sample revocation form

(If you would like to revoke the contract, please complete this form and send it back to us.)

To:

Philipp Tradel

Moosweg 2a

9520 Treffen am Ossiacher See

Email: support@game-forum.net

- I/we(*) hereby give notice that I/we(*) withdraw from the contract we have concluded regarding the purchase of the following goods(*)/provision of the following service(*):

- Ordered on (*)/received on (*)

- Consumer name

- Consumer address

- Consumer signature (only required for notices provided by post or fax)

- Date

(*) Delete where inapplicable.