

General Terms and Conditions - GTCs

The Online Football Manager ("OFM") is a service of OnlineFussballManager GmbH, Eupener Str. 60, D-50933 Köln (referred to below as "OFM GmbH"). The services rendered in the course of this game are rendered exclusively on the basis of these general terms and conditions (GTC).

§1 Scope

1. These GTCs are published exclusively on the web pages of the game and can be printed and stored on data media. They can also be sent to you upon written request.
2. The GTCs are valid for all users of OFM. Upon registration for OFM, the user accepts these as binding. Any GTCs of the users are hereby expressly declared invalid. Conflicting GTCs of the users shall be binding only if OFM GmbH agrees to them expressly in writing.
3. In addition to these GTCs, the game rules published on the OFM web page are valid.
4. OFM GmbH reserves the right to amend these GTCs in the future if this appears necessary and the interests of the users are not thereby unduly affected. The need for amendments can result in particular from the adjustment to changes in legislation and jurisdiction and from a development of the OFM product, for example, in the form of extended game functions. The user will be notified in an appropriate manner of amendments to these GTCs. This occurs via a highlighted reference during the next log-in on the OFM homepage, via e-mail to the user as well as in the OFM forum.

After publication and notice of the amendment, the user has the possibility of objecting to the changes to OFM GmbH within a time period of one month. The user is recommended to address the objection in writing or via e-mail to OFM GmbH for preservation of evidence purposes.

If the user does not object to the amended GTCs to OFM GmbH within the time period of one month after notification and accessibility of the information, or if he/she continues to use the OFM, the amended or modified GTCs shall become binding for him/her. If the user objects within the time limit, both parties are entitled to cancel the contract with a notice period of one month. The original GTCs continue to apply until the end of the contract. Any service fees paid in advance and exceeding the duration of the contract shall be reimbursed to the user on a pro rata basis. Further claims by the user are excluded. In the amendment notification, OFM GmbH will emphasize the possibility of objection and the cancellation, the time period and the legal consequences, especially with regard to a failure to object.

5. The use of OFM for commercial purposes is excluded.

§2 Service content

1. The service of OFM consists of the provision of the web pages of the game. The user receives only the right of use of the functions of the gaming platform as well as all related services. The game functions vary according to the selected tariff and can be modified at any time. It may become necessary to change OFM and/or its game functions so that it can be ~~to~~ further developed and improved and by doing so keep OFM interesting and varied for as large a number of users as possible. A right to the use or retention of certain features does not therefore exist.
2. OFM shall strive to ensure the continuous accessibility of the servers, but does not offer any guarantee in this respect.
3. OFM is a free game, apart from possible enhancement packages. OFM shall not assume any liability for the failure of servers, for programming errors, and for damage caused in any other way.
4. In particular, there is no entitlement to restoring the account to its original state before such a disturbance occurred.

§3 Membership

1. The membership begins with successful registration to the game.
2. By completing the registration form, the user makes a binding offer to conclude a contract, thus to open an account. The data fields of the registration form must be filled in completely and correctly. Each contract refers to the participation in OFM with a certain account for a certain team.
3. The contract between OFM GmbH and the user comes into force upon acceptance of the application to open an account by OFM GmbH. The agreement can be accepted expressly or by its first performance of service by OFM GmbH. The receipt of the application to open a game account is confirmed immediately by OFM GmbH by electronic means to the e-mail address specified by the user. The confirmation of receipt does not constitute a binding acceptance of the application. However, the confirmation of receipt can be combined with

- the notice of acceptance.
4. The user has no claim to membership.
 5. The user can terminate his/her membership with statutory notice at any time by sending an e-mail to OFM Support. OFM GmbH can terminate the membership with statutory notice at the end of each season. Both the user as well, as OFM GmbH have the right to terminate the agreement without notice for good reason. OFM GmbH has the right, particularly in cases specified in paragraph 7 of § 3, to terminate the agreement without notice.
 6. The contractual relationship between the user and OFM GmbH shall end with immediate effect after receipt of the notice to terminate. For technical reasons, the final deletion of the team generally occurs at the end of a season. The team will thus participate in all games up to the end of the season, but the user shall have no influence on the team as of the time when the termination comes into force. If the user proves a legitimate interest, he can demand after the termination that the team is eliminated during the current season, provided that OFM GmbH cannot consider the legitimate interest in any other way.
 7. OFM GmbH reserves the right to terminate the membership and delete, block or otherwise modify accounts if the user violates game rules and continues the violation despite a warning. No warning is required for such serious offences in which a cancellation without notice and without warning appears justified considering the interests of OFM GmbH and the user.
 8. Each user may have only one account at the same time.
 9. If several users play from one IP address, this must be disclosed to OFM GmbH. The relevant form in the game ("Manager's Office") can be used in this case. Friendly games and transfers among themselves are forbidden in the absence of an IP message and can lead to the immediate blocking of the game account.

§4 Right to revoke

1. The user can revoke his/her declaration for the conclusion of the contract (cf. § 3 para. 1) and for the ordering of enhancement packages and/or features in the course of premium memberships (cf. § 5) within a period of two weeks in text form (for example, letter, fax, e-mail) without specifying any reasons. The period of notice begins at the earliest upon receipt of this notification. The timely dispatch of the revocation shall be deemed sufficient for compliance with the revocation period.

The right to revoke also expires insofar as services offered by OFM GmbH are involved if OFM GmbH has already started to perform the service with the express agreement of the user before the end of the revocation period or the user has initiated this service him/herself. That is to be assumed if the user has used the game and/or the features of premium membership.

The revocation is to be addressed to:

OnlineFussballManager GmbH
Aachener Str. 431, 50933 Köln

E-mail: support(at)onlinefussballmanager.at

For a revocation by e-mail, the name of the user and the game account is to be specified in the subject heading.

In the event of effective revocation, the services received by either party shall be returned and any benefits derived shall be surrendered. This means that charges already paid may not be reimbursed completely if the user has derived benefits from the use of the services before the notice of revocation.

§5 Premium content / Premium membership and enhancement packages

1. With the purchase of premium content or a premium membership and/or an extension package, the user acquires the right to use extended functionalities of OFM. The type and scope of these additional functions can change at any time and are published on the OFM website.
2. The purchase of premium content does not give rise to any further claims.
3. In general, there is no claim to a repayment of fees paid for the premium content. This excludes the case of a termination of the membership with discontinuation of the service by OFM GmbH, cases of termination with statutory notice by OFM GmbH as well as cases of termination without statutory notice by the user due to circumstances for which OFM GmbH are responsible. In these cases, any fees paid for the future shall be

refunded on a pro rata basis.

4. Each user is responsible for the security of his/her access and the secrecy of his/her password. There is no right to the restoration of the game data if the user's account is hacked.
5. Inactive users (no login over at least 1 season) will be deleted during the season break, and no right to reimbursement will exist in such cases.
6. The purchased premium content is valid for the selected period of time and only extends automatically after its expiration if the user has also selected this. The user can terminate a premium membership in writing. The notice period is 1 month.

§6 Methods of payment and conclusion of contract

1. In the case of a prepayment, the contract is considered to be concluded upon the first performance of service by OFM GmbH.
2. If the user pays by direct debit or credit card, OFM GmbH is entitled to request payment in advance for the purchase of (optional) premium functions. The fees become due when the bank account or credit card data is entered. The user contract is considered to be concluded upon the first performance of service by OFM GmbH.
3. If chargebacks or cancellations result for OFM GmbH due to behavior for which the user is responsible, he/she will bear the ensuing costs for OFM. In such cases, OFM is entitled to collect these costs together with the original fee from the account or credit card of the user.
4. In the case of default, OFM GmbH is entitled to discontinue the services as well as block the user's account immediately. This does not affect the obligation of the user to pay the agreed fee.

§7 User obligations

1. Only one account is permitted for each user. A violation of this regulation can lead to the immediate blocking or deletion of the account.
2. The user must ensure that he/she keeps safe the password he/she has received for access and ensure that it is changed regularly for security reasons.
3. OFM GmbH only provides a platform for communication among users within its web pages. The user is responsible for the content of this communication. The user may not use the communication platform for illegal content in particular.
4. The user agrees to ensure that communications, as well as other statements, are kept free of content that is: racist, pornographic, provocative, glorifies violence, is insulting, offensive or is otherwise forbidden. A breach of this regulation can lead to the immediate blocking or deletion of the account.
5. OFM GmbH distances itself expressly from the content of external websites that can be reached via links on the pages of the game or the forum. OFM does not assume any liability for these contents and pages.
6. The user is only entitled to use the game via an established Web browser. Any additional use of add-on programs, scripts or other resources is expressly forbidden. A breach of this regulation can also lead to the immediate blocking or deletion of the relevant account.
7. It is forbidden to use errors in the programming (so-called bugs) for your own benefit. No measures may be taken leading to an excessive load on the server as these can severely affect gameplay.

§8 Claims for defects

1. The user is aware that OFM, like any software, can never be completely free of defects. The game is considered to be defective only if its playability is seriously and constantly interrupted.
2. The user will support OFM GmbH in the elimination of errors in reasonable measure to the best of his/her ability and meaningfully document potential defects and report messages displayed under logging.
3. Before reporting any error, the user will consult the game instructions and, if necessary, any other resources provided by OFM GmbH for eliminating problems (particularly lists with frequently asked questions, discussion forums on problems.)
4. The user must inform OFM GmbH immediately on discovery of the defect.
5. For the protection of the user and particularly for preservation of evidence purposes, the user is recommended to address all notifications in writing (by fax, letter or e-mail) to OFM GmbH.
6. Fundamentally excluded from any claims for defects are such errors, which are caused by external influences (force majeure, and so on), which are beyond the control of OFM GmbH, or which are due to operating errors

- by the user, or which are caused by modifications or other manipulations not undertaken by OFM GmbH.
7. Guarantees in the legal sense are not assumed by OFM GmbH unless expressly agreed otherwise in writing.

§9 Liability

1. OFM GmbH is liable only for damage caused deliberately or by gross negligence.
2. The aforementioned disclaimer of liability shall not apply in respect of injury to life, limb and health. They shall not apply either if the damage is based on the breach of a basic or essential contractual obligation or the breach of a guarantee. The liability according to the German Product Liability Act as well as in the application area of §7, paragraph 2 TKV (telecommunications customer protection order) remains unaffected.
3. OFM GmbH does not give any personal data to third parties if the user has not expressly agreed to the forwarding of this data or unless this was expressly permitted in these GTCs.
4. OFM GmbH has the right to forward user data to external service providers for payment processing.
5. For technical reasons, participation in a game is not possible without saving the user data. If a user wishes his/her data to be deleted, this leads automatically to a deletion of his/her account. A claim to reimbursement of paid fees does not exist in this case.

§10 Data protection

1. OFM GmbH reserves the right to store the user data electronically. Storage of this data serves the monitoring of game rules, these GTCs, as well as the valid law.
2. OFM GmbH stores the IP address of previous visits in addition to the data specified during the registration or in the subsequent course of the game and/or in the forum.
3. OFM does not forward any user data to third parties.
4. OFM GmbH has the right to forward user data to external service providers for payment processing.
5. For technical reasons, participation in a game is not possible without saving the user data. If a user wishes his/her data to be deleted, this leads automatically to a deletion of his/her account. A claim to reimbursement of paid fees does not exist in this case.

§11 Final provisions

1. The law of the Federal Republic of Germany applies to all contracts concluded on the basis of these GTCs. The UN Convention on the Internal Sales of Goods does not apply.
2. Jurisdiction for all disputes arising from these contracts is, if permitted, the seat of OFM GmbH.
3. All changes, additions or annulments of this contract must be in written form.
4. If individual provisions of the GTCs are invalid wholly or in part or if they contain a loophole, the validity of the remaining provisions or parts of such provisions remain unaffected. The respective statutory regulations become valid instead of the invalid or missing provisions.

Cologne, July 8th, 2011