

## **General Terms and Conditions of Use for the Trading World Cup Live Stream**

The following General Terms and Conditions are part of every contract that is entered into between

**Campello Verlagshaus GmbH, Steinweg 17-19, 98527 Suhl, Germany, registered in the trade registry of Amtsgerichts Meiningen, duly represented by its managing director Michael Voigt, email [info@zamy.com](mailto:info@zamy.com) (hereinafter referred to as 'Campello'), the organiser of the 'Trading World Cup' live streaming event for inveus trading team SL, CC Elviria, Avda. de las Cumbres SN, 29604 Marbella, Spain (hereinafter referred to as 'Organiser')**

and the users of the fee-based 'Trading World Cup live stream' and the associated services. They set out the conditions of use of the fee-based service 'Trading World Cup live stream' that can be purchased at <http://www.trading-webcast.com>. These General Terms and Conditions also become part of the contract when the 'Trading World Cup live stream' is used or accessed from outside the Federal Republic of Germany. If you do not agree to these Ts&Cs, you will not be able to use the 'Trading World Cup live stream'. By registering, the user declares that he agrees with the General Terms and Conditions. This makes the Ts&Cs an integral part of the contract.

### **1 Applicability; Changes to the Ts&Cs**

1.1 These Terms and Conditions apply to the use of the fee-based service 'Trading World Cup live stream', that you (hereinafter referred to as User) can watch on <http://www.zamy.com/tradingworldcup> . Here, the User can book streams that are explicitly tagged 'on demand'. The prepared contents are the service provided by Campello that is covered by the contract. The General Terms and Conditions also apply to future individual contracts between Users and Campello, the object of which is 'Trading World Cup live stream'.

1.2 Campello reserves the right to change these Terms and Conditions in the future, insofar required by changing business circumstances and providing that the User is not put in a worse position than when he entered into the Contract. 'Changing business circumstances' relates in particular to a major legal change to the contract as well as to an expansion of, limitation or change to the service, providing the essence of the service remains the same and changing the Ts&Cs is deemed acceptable to the User. Campello will notify Users of changes to the Ts&Cs by email and indicate that the changes will be deemed to have been accepted if the User does not object to them within four weeks. The User undertakes to keep his email address up-to-date (see Point 2.1).

## **2 Registration; Contract formation; Cancellation right**

2.1 To use the service, the User must go to <http://www.trading-webcast.com> and register when he purchases an on-demand stream. The User guarantees that the information he enters when registering is complete and correct, and undertakes to update any information that may change. The User can update his information at any time while the contract is active. The websites of Campello and the Organiser do not represent a legally binding offer to enter into a contract to use the 'Trading World Cup live stream'. A legally binding offer to enter into a contract to use the 'Trading World Cup live stream' starts when the User submits an offer to Campello by buying an on-demand stream.

2.2 Campello has two weeks to accept the offer submitted by the User. The contract is entered into when Campello, after accepting the User's offer, sends a confirmation of the correct and full purchase of the on-demand stream to the email address provided by the User during registration within the two-week acceptance period.

2.3 The Organiser's email confirmation of the order constitutes a contract between the User and Campello as the service provider.

### **2.4 Cancellation policy**

#### **2.4.1 Cancellation right**

Users have the right to cancel the contract within fourteen days without having to state any reasons. The cancellation term is fourteen days from the day on which the contract was entered into. The contract cannot be cancelled after the event has started. In order to exercise their cancellation right, Users must clearly state their decision to cancel the contract in an email to the Organiser.

To comply with the cancellation period, the cancellation notification must be sent before the end of the cancellation period.

#### **2.4.2 Consequences of cancellation**

When a User cancels this contract, the Organiser must refund all payments received from the User immediately and at the latest within fourteen days from the date on which the notice of cancellation of this contract is received by the Organiser. For this refund, the Organiser will use the same form of payment that the User used for the original transaction, unless otherwise agreed with the User. The User will not be charged any refund fees.

## **- End of the cancellation statement -**

2.5 Campello reserves the right to extend, limit, modify and/or improve the services offered at any time providing that the changes do not have a negative impact on Campello's interests and are deemed acceptable to the User. This is the case in particular when the changes do not have any financial disadvantages for the User, e.g. because new functionalities were introduced.

2.6 A User can only register once. A User who forgets his password can click on 'Forgot password?' to reset his password or ask Campello for help.

2.7 The User undertakes to not disclose the password even if requested to do so. Campello would like to point out that neither its nor the Organiser's employees are authorised to ask the User for his password.

2.8 The User is liable for damages caused by the disclosure of his password to third parties through negligence or wilful misconduct. If the User's password has been stolen or the User finds out that his password is being used unlawfully by a third party, the User must notify Campello immediately, preferably by email at [info@der-handler.com](mailto:info@der-handler.com).

## **3 User fee**

The fee for the one-time use of the 'Trading World Cup live stream' can only be paid on the Organiser's website <http://www.trading-webcast.com>. The one-time user fee is EUR 19.90 for a period from 1 December 2017, 8am CET to 16 December 2017, 8pm CET. The amount due for that period is payable in advance and, depending on the payment method chosen by the User, collected from the User's online account or credit card. The User can request an invoice by sending an email to the Organiser at [support@tradingawards.net](mailto:support@tradingawards.net). The use of the service at a discounted price remains unaffected by these conditions.

## **4 Duties of the User; System requirements**

4.1 To the extent necessary to use the 'Trading World Cup live stream' service, the User will receive a simple, non-exclusive and non-transferable right to use the content of the events he selects. The right of use only allows the enjoyment of the content. Other types of use of the content are prohibited, in particular,

the User is not entitled to edit the content in any way or make it publicly available.

4.2 The services may only be used for private purposes. Use for commercial purposes is prohibited. In particular, the User may not use the services to promote other websites, services or commercial offers.

4.3 Problem-free use is only possible if the following system requirements are met:

- Computer processor: from 2 GHz
- Browser: Internet Explorer or Mozilla Firefox (latest version) with Flash Player from Version 10
- Internet connection
- Internet connection: from 2 Mbit/sec

## **5 Usage right**

The User is only authorised to use the services for himself. The usage data may not be transferred. The User is liable to Campello and/or the Organiser for all damages caused by the unauthorised transfer of the usage data.

## **6 Liability of Campello**

6.1 Campello is liable without limitation

- for intentional or gross negligence,
- for injury to life, limb or health,
- in accordance with the provisions of the Product Liability Act and
- within the scope of a guarantee Campello has assumed.

6.2 In the case of a slightly negligent violation of an obligation that is essential to achieve the object of the contract (cardinal duty), the liability of Campello is limited to the foreseeable damage that is typical for the contract.

6.3 Campello is not liable beyond this.

6.4 The above limitation of liability also applies to the personal liability of Campello's employees, agents, officers and other vicarious agents.

## **7 Term; Termination**

The live stream offer has a predetermined fixed term that does not renew automatically.

## **8 Technical operation**

8.1 Campello guarantees a streaming service with as few interruptions as possible. This excludes periods in which the service cannot be reached on the internet due to technical or other problems for which Campello is not responsible.

8.2 Campello can restrict access if the security of the network, the preservation of network integrity, in particular the prevention of serious network disruptions, the software or stored data, the interoperability of the services or the protection of the data so require.

## **9 Final provisions**

9.1 These General Terms and Conditions and the entire legal relationship between the User, the Organiser and Campello is subject to the law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

9.2 If the contract party is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, has no place of general jurisdiction in Germany or his residence or habitual residence is not known at the time the legal action is brought, the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship and the place of fulfilment for payment, delivery and performance shall be the registered office of Campello in Suhl, Germany.

9.3 Changes and/or additions to this agreement must be made in writing in order to be valid unless otherwise agreed in these General Terms and Conditions. This also applies to a possible waiver of the written form requirement. Deviating terms and conditions of the User are not accepted.

## **10 Severability clause**

Should individual clauses or parts of clauses of these General Terms and Conditions be or become null and void, the validity of the remaining clauses will remain unaffected.