

General Terms and Conditions for use of the Internet Platforms www.drawlk.com und www.drawlk.de (Version: 12/01/2023)

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§ 1 Scope of application

These General Terms and Conditions govern the contractual relationship between the Operator of the Internet Platforms www.drawlk.com and www.drawlk.de, and the Users of the Internet Platforms www.drawlk.com and www.drawlk.de.

§ 2 Definitions

- (1) Internet Platform consists of the websites www.draw2talk.com and www.draw2talk.de (hereinafter referred to as "Internet Platform" or "website", which include all sub-pages, both in public access areas and areas only accessible after registration and login, i.e. Guest User area and Premium User area).
- (2) Operator of this Internet Platform is "draw2talk Unternehmergeellschaft (UG) with limited liability".
- (3) User is anyone who accesses the Internet Platform.
- (4) Guest User is any User who accesses the Internet Platform without being registered.
- (5) Registered User is any User who registers by truthfully entering certain information on the Internet Platform, sets a username and password to log into his personal User area of the Internet Platform and receives a confirmation link from the Operator of the Internet Platform via e-mail to the previously stated e-mail address. This User also confirms his registration by clicking on the URL and thus gains access to the Operator's Internet Platform.
- (6) Premium User is the overarching term for all registered, paying Users (Pro Users and Business Users).
- (7) Pro User is any Registered User who has purchased a "Pro account".
- (8) Business User is any Registered User who has purchased a "Business account".

§ 3 Internet Platform

The Operator of the Internet Platform offers a communication service on the websites www.drawlk.com and www.drawlk.de, on which Registered Users can hold online meetings.

Online meetings allow Registered Users to create and share drawings and sketches live during an online telephone call using a drawing platform.

§ 4 Registration and acceptance of terms

- (1) Registration is free, provided that the User has accepted the terms and conditions of the Operator. These conditions are considered accepted by the User if he agrees to/accepts the terms with a mouse click or if he uses the Operator's website. It is therefore recommended to print a copy of the conditions for good recordkeeping. These conditions can also be downloaded on the Operator's website. The conditions remain in force from the date of acceptance until terminated by the User or Operator in accordance with § 10.
- (2) The User may not accept the conditions if he is not legally entitled to use the Operator's website in the country in which he is located or resides, or if the legal age for concluding a binding agreement with the Operator has not been reached.
- (3) The user agreement is concluded on the Operator's end by sending a registration confirmation to the e-mail address provided by the User. A right to conclude a user agreement does not exist.
- (4) Registration as a Premium User assumes that the set fee for the premium account has been paid. After receipt of payment, the Operator sends a payment confirmation via e-mail to the e-mail address provided by the User with which the premium contract is concluded. A right to conclude a premium contract does not exist.

§ 5 Payment conditions for a premium account (Pro account or Business account)

- (1) Approval for a premium account as a Premium User is subject to a charge. For 365-day use of the Internet Platform, Premium Users pay a single, advance fee according to the price list of the Operator.
- (2) Payment is completed via PayPal. Payment confirmation and activation take place in 1-2 working days, upon receipt of payment.
- (3) In individual cases, payment via invoice may be agreed to with the purchase of a Business account. For this purpose, an e-mail should be sent to payments@draw2talk.com. Conditions for a payment via invoice will then be checked. A right to payment by invoice does not exist. If payment via invoice is agreed upon, received payments will be confirmed within the next 3-4 business days via e-mail from the Operator.
- (4) Upon receipt of the confirmation e-mail, the premium account will be activated for the Premium User for 365 days.
- (5) If the User upgrades from a Pro account to a Business account within the duration of use (365 days), the remaining Pro days will be charged. If the User downgrades from a Business to a Pro account account within the duration of use (365 days), the remaining Business days will be charged.

§ 6 Performance of the Internet Platform and contract duration

- (1) Guest Users may use the drawing functions of the Internet Platform free of charge and without registering. However, connection to other Users through Internet telephony cannot be established. The drawings/sketches are deleted upon leaving the website. Storage via the Internet Platform is not possible.
- (2) Registered Users can use the drawing function and the Internet call function simultaneously to connect with other Users (hereinafter: the "Interlocutor"). The connection is established by entering the e-mail address of the desired registered individual or that of an Interlocutor who is not yet registered. The latter requires the Interlocutor's agreement.

It is not possible to contact more than one Interlocutor simultaneously. The session is not limited in time and ends either upon request of one of the participants or disconnection through technical failure. Drawings/sketches are deleted after leaving the website. Storage via the Internet Platform is not possible.

Registered Users stay logged onto the Operator's website automatically, unless the User disables this feature in the account settings on the website of the Operator. Likewise, before starting a conversation, the outgoing audio connection can be disabled by any of the participants through the user menu; the standard setting provides for continuous connection during the conversation.

- (3) In addition to Paragraph 2, Premium Users receive more advanced drawing and Internet call functions as part of their premium account subscription:

Users' own image files (.jpg, .png or PDF) can be uploaded to the Internet Platform, used during conversation sessions and downloaded again. The amount of space

depends on the current price list and the specific local information provided by the Operator. Unsaved drawings/sketches will be deleted after leaving the website. When uploading documents/sketches, the resolution is reduced for the sake of data optimisation. The documents stored or subsequently downloaded are then no longer in their original size, but in the reduced size. The option of storing data in the account is not intended as data backup.

(4) In addition to Paragraphs 2 and 3, Business Users receive expanded storage space as part of their Business account subscription. The amount of space depends on the current price list and the specific local information provided by the Operator.

(5) Furthermore, a Business User can also use so-called "Content Protection". By activating "Content Protection" in his account settings, the Business User blocks the Download and Save buttons for the uploaded documents/created sketches for the Interlocutor.

(6) A premium account ends after 365 days, if the Premium User does not request an extension. An extension is subject to a charge. The User will be informed of the expiry of the account via e-mail and on his account. If the account is not extended, it will be deleted after 365 days. All data and saved documents connected with the account will be lost upon deletion of the account. Reactivation of the account and retention of the data and documents earlier saved there is no longer possible.

§ 7 Availability and usability of the Internet Platform

(1) To be able to use the Operator's website, the User requires an Internet connection. The User must have all the equipment required for Internet access and the facilitation of communication (e.g. headset, microphone). An HTML-5 enabled browser is also required.

(2) The Operator may temporarily limit or halt its performance to the extent necessary to ensure the security and integrity of the server or to perform technical measures that serve the proper or improved performance of the service, or upon occurrence of unforeseen technical disruptions, in particular the interruption of power supply or when hardware or software failure arises and a subsequent failure of the Internet Platform is caused by this. The limitation/suspension lasts until the maintenance and/or update can be completed. The User is not entitled to claim for damages for such a temporary suspension or limitation of the use of the Operator's website.

In these cases, the User is not entitled to the use of the Internet Platform.

In the interests of commercial viability, the Operator of the Internet Platform will make every effort to restore the availability of the Internet Platform without undue delay.

§ 8 Responsibility and User's obligations

(1) The Operator is not the source of the contents of communication taking place over the website, neither does the Operator approve of or endorse such content. Furthermore, the Operator assumes no responsibility for this content, including but not limited to media transferred using the communication functions.

(2) Users are responsible for ensuring that when using their accounts, the services are used solely in accordance with applicable laws and the license agreement. In particular, Users have the duty to ensure that content they make publicly available or distribute as part of the services, does not infringe any rights of third parties (e.g. personal rights, rights to their own image, copyrights, trademarks and the like), and does not otherwise violate the law (for example, child protection legislation).

(3) Users may not use the Internet platform for anything other than the intended purposes or use the services in a way that interferes or overloads their technical processes.

(4) The following is inadmissible at all times:

- a. Publication or other distribution of content containing programs or files that may damage the hardware or software of Users.
- b. Use of the website for illegal purposes.
- c. Sending of spam or use of the account for the purpose of sending spam yourself or for a third party.
- d. Upload or distribution of images that exploit or harm children.
- e. Engagement in acts that inflict damage on the Operator's website or its Users (e.g. disseminating viruses or the like).
- f. Publication or other distribution of content that is harassing, defamatory, threatening, obscene, hateful, racist or legally objectionable in any other way.

(5) The Operator may ask the User to remove content if it violates these rules or the law. Failure to comply may result in the account being blocked or deleted.

(6) Users are not permitted to upload or edit content on the Operator's website that is unlawful or violates these terms of use. The Operator reserves the right to review files of Users to enforce these terms of use.

(7) The Operator cannot guarantee that the website will at all times function without disruption, delay or error. Certain factors may affect the quality of communication and impair the use of the website, leading to communication interruptions. This applies in particular for the network, firewall, Internet service provider and the power supply of the Users. The Operator assumes no responsibility for errors, interruptions or delays caused by a failure or inadequacy of the executed factors or aspects, over which the Operator has no control.

§ 9 Breach of contract

If there are concrete indications that a User has violated statutory provisions, rights of third parties or these terms and conditions, in particular § 8, or if there is another legitimate interest the Operator wishes to protect, specifically the protection of other Users from fraudulent activities, the Operator has the right to exclude the respective User from further use with immediate effect and to terminate existing accounts.

If a Premium User has caused the blocking of the account by intentional breach of contract, the User is not entitled to demand the Operator to return the already paid fee for the remaining period of the agreed term, despite the blocking of the premium account.

The User may provide evidence that no or only lesser damage has been caused.

§ 10 Blocking / termination / deletion of the account

(1) The account may be closed by the Operator if the User violates the present conditions, if the Operator has a well-founded suspicion that the User is using the website to break the law or to violate the rights of others.

(2) Registered Users may terminate their user agreement for the platform at any time by deleting their account. When deleting the account all related content and personal data will also be deleted.

(3) In addition to Paragraph 2, Premium Users obtain no refund for unused Premium days when deleting the account.

(4) In accordance with § 314 of the German Civil Code (BGB), the Operator may terminate the contract with the User if there is good cause. A good cause on the part of the Operator specifically exists when a Registered User violates the obligations agreed to in the terms and conditions, for example, § 8 (Responsibility and User's

obligations).

(5) In addition, the contract between the Operator and a Premium User will automatically lapse after 365 days if it is not renewed. In this case, the account will be deleted by the Operator after the agreement expires.

§ 11 Collection and use of data

(1) The Operator is entitled to collect, store and use data necessary for the platform's usage for the duration of registration.

(2) In case of termination, expiry after elapsed time or deletion of the account, the Operator will delete the data upon the grounds for termination becoming evident. In cases when deletion is not possible due to legal retention requirements, the data will be locked until the expiration of the retention period.

(3) Furthermore, the data privacy policy of the Internet Platform applies in its current form.

§ 12 Liability

(1) The Operator is liable to the Users in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with statutory provisions for damages or reimbursement of expenses.

(2) In other cases, the Operator is liable - to the extent that Paragraph 3 has not regulated anything to the contrary - only for breach of contractual obligations upon which the proper execution of the contract is reliant and upon the compliance of which customers can regularly rely (cardinal obligation), limited to the replacement of foreseeable and typical damage. In all other cases, liability is excluded subject to the regulation in Paragraph 3. The Operator especially assumes no liability for the communications of Users and assumes no liability for their content.

(3) The liability of the Operator for damages from injury to life, limb or health and under the German Product Liability Act remains unaffected by the previous limitations of liability and/or exclusions.

§ 13 Changes to these terms and conditions and severability clause

The Operator of the Internet Platform retains the right to alter and/or supplement the regulations governing its Internet Platform contained in these terms and conditions, particularly if the changes or supplements are required due to statutory alterations or due to technical innovations that improve the security of the Internet Platform.

Changes or additions to these terms and conditions will be communicated to Registered and Premium Users via e-mail or in some other appropriate manner 10 days before they take effect. Information regarding changes to the website will also be published on www.drawlk.com and www.draw2talk.de. The new terms and conditions shall be deemed accepted if objections are not raised within the objection period of 10 days after receipt of notification. In case of conflict, the contractual relationship between the User and the Operator ends with the entry into force of the new terms and conditions in accordance with § 10.

Should any provision of these terms and conditions be invalid, the remaining clauses shall not be affected. In such a case, the ineffective clause shall be replaced by another that comes closest to the originally intended purpose and fulfils the interests of the contract parties.

§ 14 Written form, jurisdiction and applicable law

(1) All declarations, unless explicitly regulated otherwise in these terms and conditions, must be sent to the Operator via e-mail at the following address: mail@draw2talk.com

(2) These terms are subject to the laws of the Federal Republic of Germany. If the User has submitted the order as a consumer and at that time had their habitual domicile in another country, the applicability of any mandatory laws of that country shall not be affected by the legal stipulation of Clause 1.

(3) If the User is a merchant and has his headquarters in Germany at the time of the order, the exclusive jurisdiction is where the office of the Operator is located, specifically in Weilheim in Oberbayern. In other cases, local and international jurisdiction apply.

§ 15 Contact information

Contact information:

draw2talk Unternehmergeellschaft (UG) with limited liability

Authorised representative: Dipl.- Ing. Anna Gmelin

Address: Steinbacher Weg 18, 82387 Antdorf, Germany

E-Mail: mail@draw2talk.com

Phone: 0049 (0)8856 8020445

Registered in: Amtsgericht München

Registration number: HRB 224123

VAT Identification number: DE305334849

§ 16 Notes on contract conclusion

(1) Registration can be done on the Internet Platform. To do this, the User only has to enter his e-mail address (login) and password. Once registration is completed, the User will receive a confirmation via e-mail. This is how the user agreement between the Operator and User is concluded. This user agreement is free of charge. The User may upgrade his account to a premium account via the menu. To do this, the User has to enter his current country of residence. Registration as a Premium User assumes that the set fee for the premium account has been paid. Payment is via PayPal.

(2) The contract will not be stored.

(3) The User may correct his personal information during registration. After registration, the User can change his e-mail address (login) and password at any time via the menu.

(4) The language of the contract is German.