

Oxygen.next

Terms of Service

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Terms of Service

Welcome to Oxygen.next!

1. Your relationship with Oxygen.next

Oxygen.next provides a large variety of services (referred to as the "Services"). The Services are made available by 42media Services GmbH, Carl-Zeiss-Str. 25-27, 30827 Garbsen, DEUTSCHLAND ("42media"). There is no right to the provision of all or several Services.

Before you use the Services you should read these Terms of Service carefully. The use of the Services implies that you have accepted these Terms of Service.

If you use the Services these Terms of Services are the basic regulations for your Services use. For some of the Services additional terms of service or other regulations apply which amend or modify these Terms of Service, regulate your Services use explicitly and which are part of the contractual relationship. Such additional terms of service or other regulations are available together with the provided Services.

Most of the Services are provided free of charge. If 42media charges costs for specific services you will probably have to accept additional terms of service or other regulations which contain information on the costs, recoveries, duration of the Services and other specific information for these services.

2. Your Oxygen.next Account

For some of the Services an Oxygen.next account is required. To register an Oxygen.next account you need a user name, a valid e-mail address and a password. When signing up for a service it is important to provide correct and complete information so that we can e.g. contact you via e-mail, if necessary. You can also use our services with an alias. You are responsible for the use of your Oxygen.next account and should protect your password. If you notice unauthorized use of your password or account you are obliged to advise 42media.

3. Protection of Data and Copyrights

The general 42media privacy policy (http://download.oxygennext.com/42mediaservices_privacy_de.pdf) and additional specific privacy policies for some of the Services indicate how 42media processes personal data and how your data is protected when you are using the Services.

4. Use of Services by you

You are not entitled to use the Services in an abusive manner, to intervene the Services or to access the Services via user interfaces and/or interfaces other than those provided by 42media. You have to follow the specifications defined in the Services' robot.txt files. You are not allowed to access the Services in an automated way, e.g. by means of robots or scripts.

If you violate these Terms of Service, additional terms or other regulations that apply for the use of the respective service 42media can restrict the individual use of its Services or suspend them temporarily or permanently. In case of a temporary or permanent exclusion from the Services the information within your user account, data and other stored content can be deleted. Therefore you should always backup your content.

If you upload content to the Services and allow others to access, transfer, display or save this content you have to make sure that you have the required copyrights or other rights in respect of the content or that you are entitled to use it in the way you are using it resp. to allow others to use it. 42media has the right to close the accounts of users violating others' copyrights.

5. Content in the Services

By uploading copyrighted or otherwise legally protected content such as texts, images, videos, audio files or computer software to a specific service you grant 42media and other companies related to 42media as well as 42media contractors the required, non-exclusive and worldwide, non-expiring rights to use this content exclusively for the provision of the respective service and solely to the necessary extent. To allow 42media to provide the respective service the content has to be stored and hosted on servers. Therefore the right of use does particularly comprise the right to technically copy the content. Furthermore you grant 42media the right to make your content publically available if you are intending to make it publically available due to the service type or when you have expressly determined to make your content publically available. The right to make the content publically available expires when you remove the uploaded content from a specific service or when you cancel the respective regulation. Specific services can be subject to additional terms which stipulate the provision of further rights. 42media is entitled to check the content for its illegality or violation of the 42media business conduct for the respective

service. 42media can also remove or not display content when the content is illegal or violates the 42media business conduct or when 42media can rightly assume so. 42media is not responsible for content that you have uploaded or third parties' content that you can possibly see when using the Services. 42media will not adopt the content as its own.

In some of the Services advertisement can be displayed. Generally these ads are tailored to the displayed content or to queries that you carry out by means of the Services or to other used content.

6. Rights of 42media

42media and its licensors retain all copyrights and other rights in respect of the Services. You are not entitled to remove, hide or modify legal notices (such as copyright or brand notices) displayed within the Services. If the use of a specific service requires to install a software on your computer, this software might need updates. You have to accept such updates to continue using the Services. Additional terms of service or other regulations can apply for the use of the software itself.

7. Modification or Termination of Services

42media is not obliged to provide the free Services. In return you are entitled to stop using the Services at any time.

The 42media Services are in constant development and thus can change from time to time – so e.g. specific functions or features can be added or removed. 42media is entitled to temporarily or permanently suspend a service, e.g. for technical or legal reasons. If possible, in particular in case of a permanent suspension of the service due to economic reasons 42media will inform you of the upcoming suspension and – if it concerns a service that allows to manage personal content – in consideration of the respective interests grant you an appropriate time limit to save it.

8. Modifications of these Terms of Service

42media can change these terms from time to time to comply with legal or regulatory requirements or to incorporate modified functions of the Services. Therefore you should regularly have a glance at these Terms of Service. If you do not agree with the modified terms you have to stop using the Services. In this case 42media reserves the right to except you from the use of specific or all Services.

9. Caveat Emptor

42media does not guarantee the Services' availability and usefulness for your purposes and also the correctness and completeness of the displayed content.

10. Limitation of Liability

Your and 42media's liability for intent and gross negligence and product liability are subject to the relevant statutory regulations. In cases of ordinary negligence you and 42media will only be liable for the infringement of cardinal duties. In such cases the liability is limited to the typical damages predictable at the time of the service use.

11. General Regulations

If these Terms of Service are contradictory to additional terms of service or other regulations applicable for specific services, the additional terms of service or other regulations shall precede.

For the interpretation of these Terms of Service the law of the Federal Republic of Germany applies.

3rd August 2009