

From:Sissy
Sent:Friday, July 31, 2020 8:07 AM
To:Community Support <support@internations.org>
Subject:Re: [Support Request] Renewal 190141

Hi Nathalie,

I am not using internations for months.

Sorry, I am not interested at all with virtual aspect.
Please, I ask you kindly to refund me by offering me a year of Albatross member.
I will use it when every things will come back to normal.
As I told you, I am in a critical situation.
I lost my job and Since March I don't have ANY INCOME which means I don't have time for social media !!!!!

Thanks again for your understanding and collaboration.

Kind Regards,
Sissy

Envoyé de mon iPhone

Le 31 juil. 2020 à 09:26, Community Support <support@internations.org> a écrit :

##- Please type your reply above this line -##

Nathalie(Community Support)

Jul 31, 2020, 9:26 AM GMT+2

Dear Sissy,

Thank you for getting back to us.

We understand that you are unable to make full use
of your Albatross Membership right now, as
social distancing regulations prevent us from offering our usual in-
person events and activities in order to protect the health and safety of our communities
.

While we are unable to
issue you a refund, we can **extend your Albatross Membership for free** from now until end
of August. This is in addition to the membership you have already paid for. To

help make social distancing easier, we now offer many ways for you to spend time with other InterNations members virtually. Venture beyond your city and discover our growing number of **online events** all around the globe — from after-work drinks in New York to home cooking sessions in Munich.

Please reply to this message if you would like to take advantage of this offer to extend your Albatross Membership for free, and we'll take care of it for you.

Kind regards,
Nathalie
Your InterNations Community Support Team

InterNations GmbH
Schwanthalerstrasse 39
80336 München
Germany
www.internations.org

Registered Office: Munich, Germany
Commercial Register: Munich, Germany, HRB 239 797
Managing Directors: Malte Zeeck, Philipp von Plato

Sissy

Jul 29, 2020, 3:57 PM GMT+2

Dear Nathalie,
All organizations have made a refund because of the COVID19.
We paid in advance for something we didn't get.
You can not ignore the situation.
All the money InterNations has received is for organizing events.
According to the terms there were no events organized until today.
I'd like InterNations offers me a full Albatross year.
And when time comes with a better situation I will finance all the following years.
Hope you understand you have to keep your members satisfied and trustful.
I even don't understand why this was not done.
Why haven't you taken the initiative to propose a refund or an extension with some explanations.
You can see nobody are using InterNations.
Why not being more proactive and commercials otherwise the reputation will be terrible.

Thanks again for your understanding.
Kind Regards,
Sissy

Envoyé de mon iPhone

Le 29 juil. 2020 à 14:24, Community Support <support@internations.org> a écrit :

Nathalie(Community Support)

Jul 29, 2020, 2:24 PM GMT+2

Dear Sissy,

Thank you for getting in touch with us.

Please be aware that as per our Terms and Conditions, the 14 day cancellation period begins from the moment that your account is upgraded from Basic to Albatross.

As your 14 day cancellation period has already passed, you are no longer entitled to a refund.

While I cannot give you a refund, I'd be happy to put your Albatross Membership on hold for you for up to two years. That way, you could save the months you have already paid for and use them if you take a long vacation abroad or move to another country in the future.

Please let me know if you would like to accept this offer.

I would then put your Albatross Membership on hold and your account would be downgraded to our free Basic Membership. Then you can simply contact us whenever you would like to make use of your Albatross Membership again.

Thank you for your time and understanding.

Kind regards,

Nathalie

Your InterNations Community Support Team

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Sissy DEBAH

Jul 28, 2020, 12:35 AM GMT+2

Good morning,

Since March, internation lost its popularity.

Nothing can be organize.

I lost my job and moved to Toulouse.

Please, I need you to reimburse me for the months I paid and stop until further advise my renewal.

Unfortunately, I don't have any budget. Pity!

I wish Everything went back to normal

My regards,

Sissy

This message was sent by Sissy DEBAH

Link: <https://www.internations.org/profile/3856002/?rel=mailing>

Membership status: Albatross Member

IP address: 78.215.168.86

Browser: Mobile Safari UIWebView

Device: iOS 0.0

User-Agent string: Mozilla/5.0 (iPhone; CPU iPhone OS 13_3_1 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Mobile/15E148

Device: APP

From:Community Support <support@internations.org>

Sent:Monday, January 4, 2021 10:32 AM

To:Sissy

Subject:Re: Unsubscribed+reimbursement 231852

Dani(Community Support)

Jan 4, 2021, 11:32 GMT+1

Dear Sissy,

After verification into our system I can see that following your previous email to us, we added 3 months of free membership onto your account and we provided you with the instructions on how to downgrade your membership. As you did not downgrade and you did not get back to us to let us know you were having difficulties doing so, you were once again renewed.

The

information that your Albatross Membership will be automatically renewed is displayed in several places:

- First, you can find it at the top of your [Membership page](#).

- The information is also included in each of your invoices. They can always be accessed on your Membership page.
- In addition, it is clearly stated in section 8.1 of our Terms & Conditions, which you agreed to when you joined InterNations.

Please note that we will therefore not be able to issue you with a refund of your Albatross Membership fees.

I can confirm that your account has now been successfully downgraded. At the end of your current billing cycle, you will revert to Basic Membership and your account will not be charged again.

Kind regards,
Dani
Your InterNations Community Support Team

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80336 München
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Commercial Register: Munich, Germany, HRB 239 797
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Sissy

Dec 30, 2020, 13:06 GMT+1

Good morning,

In March 2020, I asked a reimbursement because of COVID19 + unemployment situation. In stead of, on the 15th of December 2020, 75€ was transferEd from my account to internations one. Therefore, I kindly ask you to regulate my balance account.

Kind Regards
Sissy

Identifiant de facturation

B-0CJ35159VV380483G

Montant total facturé

71,40 EUR

Informations du marchand

Description

5358169

Coordonnées

support@internations.org

Le 2 janv. 2021 à 17:17, "service@paypal.fr" <service@paypal.fr> a écrit :

Bonjour Sissy,

Nous avons reçu les réclamations que vous avez déposées le 30 décembre 2020.

Après avoir étudié vos transactions, nous avons décidé de rejeter vos réclamations. Cette décision a été prise parce que cette transaction était bien autorisée.

Nous regrettons les problèmes que vous avez rencontrés.

En savoir plus sur la Protection des Achats PayPal

Pour en savoir plus sur la protection de vos achats et

le traitement des réclamations, cliquez sur **Contrats d'utilisation** en bas de n'importe quelle page

PayPal. Cliquez ensuite sur **Conditions d'utilisation du Service PayPal**, puis sur **Protection des Achats PayPal**.

Informations sur les transactions :

Numéro de dossier du litige : PP-D-96910751

Montant de la transaction : 71,40 EUR

Montant du litige : 71,40 EUR

Numéro de transaction : 9H4427148W414493F

Date de la transaction : 15 décembre 2020

Cordialement,
PayPal

General Terms and Conditions (GTC) of InterNations GmbH (InterNations)

for the use of the services under the top level domain www.internations.org and the InterNations mobile applications

Version: 08 June 2017 [Save](#) | [Print](#)

Welcome to InterNations! Below you will find the GTC governing the use of www.internations.org and all of its sub-domains and aliases of these domains (InterNations Website(s) or Website(s)). When using the InterNations Websites please bear in mind that www.internations.org is a genuine online community, and any information you disclose about yourself and everything you upload can generally be freely viewed, copied, used, and passed on by others. By registering to use the InterNations Websites you consent to the following GTC.

If you use InterNations as

a consumer i.e. for a purpose that is not related to commercial or freelance activity (consumer according to Section 13 German Civil Code), please also see the provisions set forth in Section 14 of these GTC (Consumer's Right to Cancellation):

Scope

1. The provisions of these GTC govern the entire legal relationship between the validly registered user (user) and InterNations and are applicable to all services provided to the user or offered on the InterNations Websites (InterNations Service(s) or service(s)) and also to all of the user's actions, contents, or other material relating to the InterNations Websites.

No conflicting terms of use or conditions of the user shall be applicable and are hereby rejected. The complete and valid GTC are available in a printable and storable form on each InterNations Website under Terms & Conditions.

2. The user enters into this agreement on the use of services with InterNations GmbH, Schwanthalerstraße 39, 80336 Munich, Germany. In so far as these GTC mention other users of the InterNations Websites, these GTC shall also govern the interaction between users. However, no user shall claim rights under this agreement against other users without prior consent of InterNations.

3. InterNations reserves the right to amend these GTC at any time insofar as these amendments are based on legitimate interests and not unreasonable for the user. InterNations shall give due notice of any amendments of these GTC to the user via the user's email address and/or by placing a notice in the use

Services

r's personal inbox in his/her Membership Section on the InterNations Website. The amendments to the GTC shall be effective from that point in time unless the user objects within four (4) weeks after receipt of the said notice by communicating his/her objection through the contact form as available on each InterNations Website under [Contact](#), provided that InterNations has explicitly informed the user about the consequences of user's non-objection.

4. InterNations provides the user with an internet platform which incorporates technical applications that allow the user to establish contact and share information with other users. This service as being made available via the InterNations Websites includes upload, download, and posting options regarding materials and information which InterNations, the user, or other users want to share on the InterNations Websites (content(s)). The InterNations online platform also provides for a technical function which automatically matches similar user profiles by comparing certain criteria of such profiles. The services are described in detail on the InterNations Website.

5. InterNations does not take part in any communication between users and is not responsible for or party to any agreements that users make by communicating over InterNations Websites. The principles set forth in this Section 2.2 shall also apply to any agreements between users and third-party service providers providing supplemental services embedded in or linked to the InterNations Websites. Such third-party service providers are acting independently from InterNations, and InterNations does not accept any liability for third parties' acts or omissions.

6. Users who want to take advantage of the services provided on InterNations Websites have the option to register for a free membership (Basic Membership) or for a paid membership in a premium community forum (Premium Membership or Albatross Membership). InterNations reserves the right to upgrade registrants from the Basic Membership to a temporary Albatross Membership free of charge during the beta period of InterNations Websites or for general promotional purposes at any time thereafter. The terms of such upgrade shall be determined at the sole discretion of InterNations.

7. The services include offers to join certain groups or subgroups and other forums on the InterNations Websites (groups). The user acknowledges that these groups may be established by other users of the services and accordingly, the user moderating the respective group is free to choose whether the user may join or remain in the group. InterNations is not responsible or liable for the participation or any action of the user or any other users, including the group moderator, in the group.

8. InterNations reserves the right to modify the services or to offer services different from those offered at the time of the user's registration at any time provided such modifications are based on good reason and not unreasonable for the user. InterNations shall give due notice of any amendments of services to the user via the user's email address and/or by placing a notice in the user's personal inbox in his/her Membership Section on the InterNations Website. The amendments to the Services shall be effective from that point in

time unless the user objects within four (4) weeks after receipt of the said notice by communicating his/her objection through the contact form as available on each InterNations Website under [Contact](#), provided that InterNations has explicitly informed the user about the consequences of user's non-objection.

9. The user understands that it is technically impossible to offer or guarantee a 100% availability of the InterNations Websites. InterNations will make reasonable efforts to keep the InterNations Websites available without unplanned interruption. However, maintenance, security or other planned actions, and/or events beyond InterNations' reasonable control

(e.g. disruptions in public communication networks, power failures), may cause temporary interruptions or other failures of the services.

Registration

10. To sign up for a

Basic or Albatross Membership users must apply for membership by completing the registration procedure on the InterNations Website. By completing the registration procedure, the user consents to enter into this agreement to use the services. InterNations accepts this offer by activating the user's membership and personal account.

11. The user guarantees that the information submitted to InterNations for registration is complete

and truthful. The user shall not use pseudonyms or nicknames, however, InterNations may allow exemptions at its sole discretion. The user shall keep the user's profile up to date, in

particular with regards to the user's email address. The user shall ensure that InterNations can establish contact at all times with the user via the contact details provided by the user in the user's profile on the InterNations Website. However, InterNations will preferably make any communication with the user via the user's personal Membership Section on the InterNations Website.

12. InterNations reserves the right to refuse membership of any user for any or no reason. A user has no right to membership within the InterNations community.

13. The user hereby confirms that the user is of legal age at the time of registration and has not already registered with InterNations, i.e., only maintains one (1) user account.

14. User accounts are not transferable.

15. During registration, the user must determine

a password which they will use to identify themselves to access the Website(s), the services,

and the user's personal account. The user is responsible for keeping the password secret and preventing other persons from accessing the user's account via this password. The user agrees to notify InterNations immediately of any unauthorized use of the user's password or account or any other breach of security through the contact form available on each InterNations Website under [Contact](#). The user promises to immediately inform InterNations if there is any indication that the password is being used by third parties. InterNations will not be liable for any loss or damage arising from the user's failure to properly comply with this section.

16. As far as the user is in breach of the provisions in this Section 3, InterNations shall be entitled to terminate this agreement for good cause with immediate effect, to block the user's account and/or to prevent further use of the services and the website(s) by the user. Any other rights of InterNations shall remain unaffected.

Prices and Payment

17. The prices for the Albatross Membership are

set forth on each InterNations Website under Membership in your account section and shall be binding. The total amount shall be due immediately upon invoicing and can

be affected by any of the debiting procedures made available by InterNations. The user is aware of the fact and agrees that in

case of online debiting procedures (i.e. payment via credit card) any data

(e.g. name, credit card number, expiry date, bank details,

etc.) which is necessary for the due processing of such payment will be transferred to third parties involved in the execution of the debiting procedure (e.g. operator of payment module, credit card acquirer, and the bank issuing the credit/debit card).

18. The user shall at all times provide sufficient funds to allow for collection of any fees in the course of the debiting procedures designated by the user. Any costs (such as bank charges etc.) triggered by the failure to do so shall be borne by the user.

19. InterNations reserves the right to amend the prices for future provisions of the services. Any price amendments shall become effective one (1) month after due notice by InterNations of the amendment via the user's email address and/or by placing a notice in the user's personal inbox in his/her Membership Section on the InterNations Website. The user may terminate the agreement within two (2) weeks after receipt of the said notice by sending the notice of termination through the contact form as available on each InterNations Website under [Contact](#).

20. The user accepts that he will receive all invoices as PDF files via his personal Membership Section on the InterNations Website. InterNations will not send a copy of the invoices also by mail to the user.

User's Obligations

21. The user shall only provide true and accurate personal, social, and professional information and shall not post on InterNations Websites any photographs identifying the user which are older than three (3) years or on which the user cannot be clearly and plainly recognized. The user shall not use any nicknames or pseudonyms to identify the user.

22. The user shall not use, upload, post, email, send, transmit, or otherwise make available (in particular towards other users), or have others make available on the InterNations Websites, any contents that violate laws and statutes in any manner (illegal contents), such as, but not limited to:

- i. Contents breaching third-party rights – e.g. copyright, performance, and commercial property rights such as brands, patents, registered designs, design rights, and also other rights, for example name and personality rights;
- ii. contents which are insulting or defamatory, regardless of whether said contents are directed at InterNations personnel, other companies, or another user;
- iii. contents and actions violating criminal law, promoting anti-constitutional organizations or displaying the insignia of such organizations; contents glorifying violence; racist, pornographic, sexist contents; contents harmful to young persons; contents trafficking in narcotics, inciting or downplaying the consumption of narcotics, inciting criminal offenses, gambling, insult or slander, defamation, etc.;
- iv. contents promoting any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling, or pyramid sales);
- v. contents annoying, pestering, or harassing any other user (cf. Section 7 of the German Unfair Competition Act; e.g. spam, chain letters, multi-level marketing, or multi-level network marketing);
- vi. contents which include information for which the user has no right to disclose or make available under any law or under contractual or fiduciary relationships (such as proprietary and confidential information, insider information, etc.);
- vii. contents that contain company logos. This excludes employees of InterNations, who may use the InterNations logo;
- viii. contents intended to disrupt, destroy, limit, or impair services on the InterNations Websites or the functionality of any computer software or hardware or telecommunications equipment, in particular through robots, spiders, spamming, DOS attacks, chain mail, junk mail, scripts, etc.

23. When using such services, the user shall adhere to all InterNations Networking, Forum, Content, Event, and Activity Guidelines as amended from time to time. Such guidelines are available on the InterNations Websites (see www.internations.org/guidelines/).

24. The user shall not
- i. send identical messages to more than one (1) user on the InterNations Websites;
 - ii. disguise the origin of any communication via the services or disguise the user's own identity while using the services in any way;
 - iii. disobey any requirements, procedures, policies, or regulations set up for the use of the services on InterNations Websites by InterNations;
 - iv. interfere with or disrupt the InterNations Websites, its servers, or General Terms and Conditions of InterNations GmbH networks connected to InterNations. Nor shall the user engage in acts that impair the operability of InterNations' infrastructure, particularly those which may overload the said infrastructure;
 - v. block, overwrite, modify, or copy any contents on InterNations Websites, unless the said actions are necessary for the proper use of the services. The use of any search engine technology is not necessary for the proper use of the services and is therefore prohibited;
 - vi. tag other users or send email invitations to non-users without their prior consent.
25. In the event InterNations has good reason to believe that the user has breached his/her obligations under this Section 5, the user agrees that InterNations shall be entitled to review the user's personal data, communication and networking, however, only to the extent as required to verify such breach.

Granting Rights to Use

26. The user grants InterNations all rights necessary with respect to contents to fulfill the purpose of this agreement.
27. In particular, the user grants InterNations the royalty-free, perpetual, irrevocable, non-exclusive, universally transferable, and fully sublicensable right to:
- i. to store all contents (in particular images, videos, text, etc.) uploaded or posted during the use of the InterNations Websites in an electronic form,
 - ii. to make the same available to other users and third parties and to disseminate the same to other users and third parties upon demand by way of download, and also to permit other users and third parties to make virtual or physical copies of these contents for their personal or other own use,
 - iii. to reproduce, disseminate, make generally available, and broadcast all uploaded contents on all websites or other platforms and services operated by InterNations (in particular TV, advertising, print media, radio, internet, mobile internet),
 - iv. to process the contents in a user-friendly form, make the same amenable for research and process the same such that other users and third parties can access the same at any time. This includes converting the contents into other data formats. InterNations is also granted the right to process the contents with respect to visual appearance, font, layout, scaling etc. InterNations shall have the right to combine the contents or parts thereof with its own or third-party contents, in particular to add links to the contents or make the same available to third parties via links,
 - v. to amend, shorten, block, or suspend access to, and delete any contents provided by the user.
28. With respect to all contents described above, the user hereby waives the exercise of all moral rights (*Urheberpersönlichkeitsrechte*) as far as legally possible, in

particular with respect to infringements through changes to the contents made by InterNations or third parties.

29. The user hereby warrants that with respect to the entire contents furnished by the user, the user is the holder of the corresponding intellectual property rights or is entitled to use and transfer rights of use (in particular for publication, reproduction, and dissemination) to the extent necessary and required under these GTC and during the course of the contents being used on the InterNations Websites without the infringement of any third-party rights.

30. The user hereby acknowledges the right of InterNations to publish any photographs or film footage taken at InterNations Official Events or Activities on the InterNations Websites and/or on any platform approved by InterNations. Should the user wish to refuse the same, the user must clearly express this wish to the photographer or cameraman at the Event or Activity. Should the user wish to have InterNations remove a photograph already published on the InterNations Website, the user must contact InterNations through the contact form available on each InterNations Website under [Contact](#).

No Responsibility for the User's and Third-Party Contents

31. InterNations shall not be liable for any contents provided by or made available by any user, including the user's contents. In particular, InterNations does not guarantee that any such contents are true or accurate, or that it fulfills or serves any particular purpose.

32. If the user finds contents offensive or objectionable, or a breach of the user's or any third-party rights, or illegal in any other way, the user shall contact InterNations through the contact form available on each InterNations Website under [Contact](#). InterNations will investigate the complaints and violations of its policies and may take any appropriate action, including, but not limited to issuing warnings, removing or blocking the contents, or terminating accounts and/or subscriptions.

33. The user acknowledges that the InterNations Websites include and provide contents provided by third-party providers as well as links to websites of third parties (altogether third-party contents). InterNations shall not be liable for any such third-party contents, but will comply with its obligations in accordance with the German Act for Tele-media Services (*Telemediengesetz*).

Terms of Termination, Reimbursement of Advance Payments

34. This agreement shall remain valid and binding as long as the user uses the services. If the parties have agreed on a minimum service period for the Albatross Membership the term shall be automatically renewed for a further period of the same length as the minimum service period originally agreed upon (however, as a maximum such renewal may extend to one [1] year) unless terminated according to Section 8.3. Both parties may terminate this agreement without cause according to Sections 8.2 and 8.3; both parties may terminate this agreement with cause in accordance with Section 8.5.

35. Both parties may terminate the Basic Membership at any time without cause.

36. Both parties may terminate without cause the Albatross Membership to the end of the minimum service period as chosen by the user in the course of the registration process, or to the end of any renewal period, by giving notice before the lapse of the respective period. If the user has terminated the Albatross Membership, the user is entitled to retain a Basic Membership.

37. Any termination according to Sections 8.2 and 8.3 requires that the user sends a notice of termination by sending a respective email, fax or letter to InterNations. The termination notice shall include the user's registered name and an email address of the user registered on the InterNations Website.

38. A party may by written notice to the other party terminate this agreement for good cause in accordance with Section 314 German Civil Code, taking into account all circumstances of the individual case and weighing the interests of either party against the other party, also considering any other adequate measures set forth in Section 8.6. On the part of InterNations, this is the case in particular if

i. the user, when using the service, fails to comply with any applicable statutory legal requirements or substantial contractual obligations as set forth in these GTC;

ii. there is a cause

in the person of the user or in the user's activities in relation to the InterNations Websites which may substantially impair the reputation of the InterNations Websites or InterNations.

39. In the event of a good cause in accordance with Section 8.5 and notwithstanding InterNations' right to terminate the agreement, InterNations is entitled to:

i. delete or block the contents posted by the user,

ii. send the user a notice detailing the cause and claiming remedy of the cause, or

iii. block the user's access to the services.

40. The user shall not be entitled to claim reimbursement of any advance payments made by the user if InterNations has terminated the agreement or blocked the user's access for good cause pursuant to Section 8.5 and 8.6.

Privacy

InterNations acknowledges that any personal data provided by the user to InterNations is extremely important to the user. InterNations shall comply with all applicable legal provisions regarding data protection (German Data Protection Laws, European Data Protection Directives, and any other applicable data protection legislation). In particular, InterNations shall not provide or otherwise disclose any personal data of the user to any third party without consent, unless InterNations is required by statutory applicable law to reveal the data to third parties, in particular government or regulatory bodies, or if the transfer of data is necessary for operation of debiting procedures as described in Section 4.1 above. Details on InterNations' handling and processing of the user's personal data are set forth in the Privacy Policy of InterNations GmbH (InterNations) for the use of the services under the top level domain www.internations.org and the InterNations mobile applications (Privacy Policy) accessible on each InterNations Website under [Privacy Policy](#).

Liability of InterNations

41. Subject to the provisions set out in this section, InterNations shall only be liable for or any damages, irrespective of the cause of action, including tort, which (i) are caused by negligent violation of an essential contractual obligation (*Kardinalpflichtverletzung*) which have to be duly fulfilled for the achievement of the contractual purpose and on which fulfillment the user can rely on under normal circumstances, or (ii) are caused by gross negligence or willful misconduct of InterNations.

42. To the extent InterNations is held liable under the preceding paragraph, InterNations' liability shall be limited to those typical damages which InterNations could reasonably foresee at the time of execution of the agreement, based on circumstances known to InterNations at that time, provided, however, this limitation shall not apply if any damages are caused by InterNations' gross negligence or willful misconduct.

43. InterNations shall not be liable for any consequential, incidental, or indirect damages unless those damages are caused by InterNations' gross negligence or willful misconduct.

44. Nothing in this Section 10 shall limit InterNations' liability for personal injury and property damage claims based on the German Product Liability Act (*Produkthaftungsgesetz*).

45. InterNations only provides the technical infrastructure which is necessary for its users to communicate and to interact with other users. Each user is solely responsible for his/her behavior and his/her interaction with other users. In particular, InterNations does not conduct a background check of its users and does not verify any statement from its users. Therefore, InterNations shall not be liable for any user's behavior and interaction with other users.

46. Furthermore, InterNations only provides the infrastructure for InterNations users to organize Activities (see www.internations.org/guidelines/activity/) or to interact with each other, but does not organize such Activities. These Activities are solely organized by Consuls or other Albatross Members (in the following referred to as Activity Coordinators) on a voluntary basis. Therefore, save as stipulated otherwise herein, under no circumstance shall InterNations assume legal responsibility for damages related to such Activities or to other interaction between its users. Nor is InterNations legally responsible for the behavior or actions of InterNations users or any other attendees during such Activities.

47. The Activity Coordinators are in no way legally connected to InterNations, and, in particular, not employees of InterNations. The Activity Coordinators do not represent InterNations as vicarious agents. Thus, InterNations does not accept any legal responsibility and liability for damages resulting from the behavior and actions of Activity Coordinators. Nevertheless, Sections 10.1, 10.2, and 10.3 shall apply *mutatis mutandis* for the benefit of the Activity Coordinators, with the addition that their liability for slight negligence shall be excluded in total. Nor are they legally responsible for the behavior or actions of InterNations members or any other attendees during such Activities.

48. Furthermore, InterNations only provides the infrastructure for InterNations users to organize InterNations Official Events (see www.internations.org/guidelines/event/) or to interact with each other. These Events are organized by the Ambassadors on a voluntary basis. Therefore, save as stipulated otherwise herein, under no circumstance shall InterNations assume legal responsibility for damages related to such Events or to other interaction between its users. Nor is InterNations legally responsible for the behavior or actions of InterNations users or any other attendees during such Events.

49. The Ambassadors are in no way legally connected to InterNations and, in particular, not employees of InterNations. The Ambassadors do not represent InterNations as vicarious agents. Thus, InterNations does not accept any legal responsibility and liability for damages resulting from the behavior and actions of Ambassadors. Nevertheless, Sections 10.1, 10.2 and 10.3 shall apply *mutatis mutandis* for the benefit of the Ambassadors, with the addition that their liability for slight negligence shall be excluded in total. Nor are they legally responsible for the behavior or actions of InterNations members or any other attendees during InterNations Official Events.

50. To the extent, the aforementioned Sections 10.1 through 10.9 provide for exemptions or limitations of liability of InterNations, these Sections shall also apply *mutatis mutandis* to the benefit of InterNations' representatives and employees as well as its vicarious agents.

Indemnity

The user shall indemnify and hold InterNations harmless and not accountable for claims for breach of third-party rights for which the user is responsible or any damage which is caused by a breach of any contractual obligations by the user. In

particular, the user shall indemnify and hold InterNations guiltless and not accountable for claims by third parties resulting from any illegal acts by the user, in particular with respect to contents provided by the user infringing third-party rights or otherwise illegal contents. In

so far as such infringement of rights result in court proceedings, the user shall also bear the costs incurred by InterNations as a result, in particular court and attorney costs.

Methods of Communication with the User

Unless otherwise stated in these GTC, the user shall submit all notices to InterNations and shall communicate with InterNations through the contact form available on each InterNations Website under [Contact](#). Unless otherwise stated in these GTC, InterNations will send all notices and other communications to the user by placing a notice via the user's personal Membership Section on the InterNations Website.

In any event, any mandatory form requirements under statutory laws and under Section 14 shall remain unaffected.

Miscellaneous

51. If any provision of these GTC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The same consequence shall apply to unintended gaps within these GTC.

52. The place of performance

(*Erfüllungsort*) under these GTC shall be InterNations' main place of business.

53. Place of jurisdiction, insofar as legally admissible, shall be Munich, Germany. This shall not impair any consumer jurisdiction forum competent for a dispute.

54. Save as provided otherwise in this Section, these GTC

and the contractual relationship shall be governed by German Law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the user is a Consumer according to Section 13 German Civil Code) and has his/her usual residence or seat in a country outside the European Union (EU)

and the European Economic Area (EEA), these GTC

and the contractual relationship shall be governed by German Law, excluding both, the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions of German consumer protection law.

Consumer's Right to Cancellation (*Gesetzliches Widerrufsrecht für Verbraucher*)

55. If a user uses the services for a purpose that is not related to either his or her commercial or freelance activity (Consumer according to Section 13 German Civil Code), the following provisions shall apply to Consumers with usual residence in the EU or the EEA:

56. Right to Cancellation and Exercise of Such Right

57. In accordance with Section 246a German Introduction Act to the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*), the user may cancel the contract for his/her registration for the Basic or Albatross Membership within fourteen (14) days without stating a reason. The fourteen days period starts with the day of entering into contract (*Tag des Vertragsschlusses*),

i.e. his/her registration for the Basic or Albatross Membership.

58. Furthermore, the user is entitled to cancel the contract on his/her registration for the Albatross Membership within fourteen (14) days without stating a reason, after changing from Basic Membership to Albatross Membership.

In this case, the fourteen days period starts with the day of entering into contract (*Tag des Vertragsschlusses*) on the Albatross Membership (Upgrade),

i.e. the change of the membership.

59. In order to exercise the cancellation right, the user must inform

60. InterNations GmbH

Schwanthalerstraße 39

80336 Munich

Germany
Fax: +49 89 461 3324 99
Email: support@internations.org

61. with a clear statement (e.g. by mail, fax, email or through the contact form available on each InterNations Website under [Contact](#)) on his/her decision to cancel the contract. The user can use the below template which, however, is not mandatory. In order to meet the fourteen days cancellation period, it will be sufficient to send out the cancellation notice within the two weeks period.

62. Template for the Cancellation Notice (*Muster Widerrufserklärung*)

63. InterNations GmbH
Schwanthalerstraße 39
80336 Munich
Germany
Email: support@internations.org

Herewith I/we cancel

(*) the contract on the purchase of the following goods (*)/the provision of the following services (*)

Ordered on (*)/Received on (*)

Name of consumer(s)

Address of consumer(s)

Selected user name of consumer's online profile

Signature of the consumer(s) (in case notice is made through paper)

Date

64. Consequences of Cancellation (*Folgen des Widerrufs*)

65. If the user cancels the contract in

line with this Section, InterNations shall immediately return all payments which we have received from the user, including the delivery expenses

(except for those costs which are based on your decision to select a delivery method deviating from our offered standard delivery), but at the latest within 14 days following receipt of your cancellation InterNations will use the same payment method which the user used to purchase the services under the cancelled contract save as otherwise agreed with the user; in

no event InterNations will claim any fees for the return of payment.

66. If the user requested that the service performance by InterNations should already start during the fourteen days cancellation period, the user shall pay a reasonable amount which shall adequately reflect the part of the services which have been performed until the cancellation, by taking the entire scope of the originally purchased services into account.

67. The above provisions only apply to initial subscriptions and not to renewals of ongoing memberships (Renewal).

68. The user's right of termination under Section 8 shall not be affected by the user's cancellation right under this Section 14.

69. The user's right of cancellation lapses before the end of the fourteen days cancellation period referenced in Section 14.1, if:

- i. the user had explicitly agreed that InterNations may already start performing the services for which the user is registered, and
- ii. the user had explicitly confirmed that he is aware of losing his cancellation rights due to InterNations' start of performance.

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