



FÖRDERVEREIN
SEGELFLUG

General Terms and Conditions (GTC) for the Classifieds Platform of the Förderverein Segelflug e.V. Association

- Version V01, 2025 -

This is a non-official translation for information purpose by DeepL! In legal matters, the German version of the GTC is decisive.

§1 Scope of Application

- (1) These General Terms and Conditions (GTC) govern the use of the classifieds platform of the Förderverein Segelflug e.V. (hereinafter referred to as "Association" or "Operator" or "Club") by private and commercial users (hereinafter referred to as "Users").
- (2) The classifieds platform is mainly used for the placement of offers and requests in the field of gliding and related topics. In addition, advertisements and searches from other air sports can also be posted.
- (3) By registering or using the classifieds platform, the user agrees to these terms and conditions. Deviating terms and conditions of the user shall only apply if the Operator expressly agrees to them in writing.
- (4) The general terms and conditions of the Association apply in addition and are available on the Association's website.

§2 Services of the Operator

- (1) The Operator provides an online platform on which users can place and view advertisements.
- (2) The Operator is not the provider or broker of the goods and services posted, but merely provides the technical infrastructure.
- (3) The Operator is entitled to check content and reject or remove advertisements at its own discretion if they violate these GTC or statutory provisions.

§2a Costs of Advertisement Publication, Paid Services and Terms of Payment

- (1) Private individuals and Associations may publish advertisements free of charge.
- (2) Advertisements from commercial users are not free of charge. The fees are based on the fee schedule valid at the time of publication of the advertisement.
- (3) The Operator may charge fees for certain additional services, functionalities or the publication of advertisements in special categories. In this case, the user will be expressly informed of the costs before using such a paid service and must agree to them before the service can be used.
- (4) Terms of payment:

- Any fees incurred are due for payment immediately and can be paid using the payment methods offered on the platform.
- The Operator reserves the right to exclude individual payment methods for certain users or ad categories.
- If a debt collection fails (e.g. due to insufficient funds in the account or incorrect information), the user shall bear the resulting additional costs if he is responsible for the failure.

(5) Fee currency and change:

- All fees are generally stated in euros (€).
- The amount of the fees is based on the fee schedule valid at the time of publication of the advertisement.
- The current fee schedule is published on the platform.
- The Operator may change the fee schedule at any time. The user will be informed of any changes in good time. Changes do not apply retroactively to advertisements that have already been published.
- The new fees shall be deemed to have been accepted if the user makes use of a paid service again after the change comes into force.

§2b Right of Withdrawal for Non-Commercial Users

(1) Non-commercial users have the right to withdraw from a contract for a paid service within 14 days without giving reasons.

(2) Exercise of the right of withdrawal:

- The user must inform the Operator of his decision by means of a clear declaration (e.g. by e-mail or letter).
- The user can use the model withdrawal form below, but this is not mandatory.

(3) Consequences of withdrawal:

- In the event of revocation, the Operator shall reimburse all payments received immediately, but at the latest within 14 days from the date of receipt of the declaration of revocation.
- If the user has already made partial use of the service, a pro rata refund may be made.

(4) Exclusion of the right of withdrawal:

- The right of revocation expires prematurely if the Operator has provided the service in full or the user has expressly agreed before the start of performance that his right of revocation expires.

Sample withdrawal form

(If you wish to withdraw from the contract, please fill out this form and send it back to us.)

To:

Förderverein Segelflug e.V.
 Fuldatalstr. 35
 34302 Guxhagen
 info@segelflug.de

I hereby revoke the contract concluded by me for the use of the following paid services:

- Name of the service: _____
- Ordered on: _____
- Received on: _____

Name of the user: _____

Address of the user: _____

Date: _____

Signature of the user (only for communication on paper): _____

§2b Right of Withdrawal for Commercial Users

- (1) Commercial users act within the scope of their commercial or independent professional activity and are not consumers within the meaning of Section 13 BGB.
- (2) Commercial users have no right of withdrawal.

§3 Registration and User Account

- (1) The use of the classifieds platform requires registration with complete and truthful information.
- (2) Each user may only create one user account.
- (3) Users are obliged to keep their access data secret and to inform the Operator immediately if unauthorized access is suspected.
- (4) The Operator reserves the right to refuse registrations or to block user accounts in the event of a breach of these GTC or the interests of the Association.

§4 Duty of Users

- (1) Users may not publish any misleading, inadmissible or illegal content.
- (2) In particular, the following are inadmissible:
 - Content that violates applicable law or the rights of third parties, in particular copyrights, trademark rights or personal rights.
 - Offers that violate competition law.
 - Advertisements for goods or services whose trade is prohibited or regulated by law.
 - Spam, multiple advertisements or content that is not related to air sports.
 - Content that offends common decency or is harmful to minors.
 - Posting ads in inappropriate categories or regions.
 - The inclusion of URLs (website addresses) in the ad text.
 - Search word spam, i.e. the accumulation of search words with no direct connection to the advertisement.
- (3) The user is obliged to keep advertisements up to date and to delete them when they are finished.

§5 Special Obligations for Commercial Users

- (1) Commercial or business providers are subject to special legal regulations and are obliged to comply with these.

- (2) In particular, they must:
- Provide a complete provider identification in accordance with the legal requirements (imprint).
 - Inform about the existence of a right of withdrawal and provide withdrawal instructions and a sample withdrawal form.
 - Fulfill the statutory information obligations, in particular with regard to prices, shipping costs and delivery conditions.
- (3) The Operator assumes no liability for the accuracy and completeness of the information provided by commercial providers.

§6 Prohibited Articles and Services

- (1) It is prohibited to offer the following items or services or to describe them in advertisements:
- Stolen items.
 - Calls to commit criminal offenses.
 - Offers in connection with lotteries, lottery and roulette systems, sales and marketing concepts.
 - Items that violate copyright, trademark and competition law regulations or statutory provisions for the protection of minors.
 - Weapons within the meaning of the Weapons Act, in particular firearms, cutting and stabbing weapons of any kind and ammunition of any kind.
 - Drugs within the meaning of the Narcotics Act and other mind-altering substances and related accessories.
 - Pornographic and youth-endangering writings, photos or objects.
 - Offers to download media, e-books or digital content without the corresponding rights.
 - Counterfeit or falsified branded products.
 - Medical products without appropriate authorization.
 - Live animals of protected animal species, products and preparations of protected animal species as well as protected plants and their preparations.
 - Human organs, blood and other bodily fluids.
- (2) Trade in certain items or services may also be subject to special legal provisions. Users are obliged to inform themselves about the applicable legal regulations before making an offer and to comply with them.

§7 Ranking of Advertisements

- (1) The order in which ads are displayed on the platform can be influenced by various factors. By default, ads are sorted chronologically according to the time of publication, with newer ads being displayed preferentially.
- (2) The Operator reserves the right to influence the ranking of individual ads through additional criteria, in particular:
- Relevance of the ad for certain search queries (e.g. by title, category and description),
 - completeness and quality of the information,
 - use of additional services for a fee, e.g. for highlighting or preferential placement of the ad,
 - trustworthiness of the provider, e.g. based on previous activities or ratings.
- (3) Ads with paid additional options (e.g. "premium ads", "highlight", "move up") are displayed preferentially regardless of the publication date. The exact possibilities and costs of such options are regulated in the fee schedule.

- (4) Users are not entitled to a specific placement or presentation of their advertisement. The Operator reserves the right to change the ranking criteria at any time in order to improve the user experience or prevent abuse.

§8 Evaluation of Advertisements

- (1) The Operator or users of the platform have the option of rating advertisements or providers according to certain criteria, provided that a rating function is available. The aim of the ratings is to increase transparency and trustworthiness within the platform as a whole.
- (2) Reviews must be factual, truthful and fair. Personal attacks, unobjective criticism or false factual claims are not permitted.
- (3) The Operator reserves the right to check reviews and to delete or change them at its own discretion, in particular if they violate applicable law, common decency or these GTC.
- (4) Providers have no right to specific ratings or a specific average rating. There is also no entitlement to the publication or maintenance of individual ratings.
- (5) The ratings of the respective users represent exclusively subjective opinions. The Operator assumes no responsibility for their content and does not adopt them as its own.

§9 Verified Users

- (1) Users can be marked as "verified" on the platform if they have undergone a special verification procedure. Verification serves to increase security and trustworthiness in the user environment.
- (2) Verification can be carried out, for example, by presenting certain proof of identity or other suitable documents. The exact procedure and requirements for verification are determined by the Operator and can be adjusted at any time.
- (3) There is no entitlement to the performance or completion of a verification. The Operator is entitled to reject applications for verification without giving reasons.
- (4) The designation as a "verified user" does not constitute a guarantee for the seriousness, solvency or quality of the goods or services offered. It is merely an indication of a successful identity check according to the internal standards of the Operator.
- (5) The Operator reserves the right to revoke the verification at any time for justified reasons, in particular in the event of violations of the GTC or discrepancies that subsequently become known.

§10 Advertising Space and third-party Advertising

- (1) The Operator offers advertising space on the classifieds platform that can be used by third parties for the placement of advertisements. The content of these advertisements originates from external advertisers and is their responsibility.
- (2) The Operator assumes no liability for the content, accuracy or legality of the advertisements placed by third parties.
- (3) If users are interested in booking advertising space, they can contact the Operator directly to inquire about conditions and availability. The costs for advertising space are regulated in the fee schedule.
- (4) The Association reserves the right to refuse advertising content that is not compatible with the Association's objectives.

§11 Contract Term and Termination

- (1) The user contract is concluded for an indefinite period and can be terminated by the user at any time by deleting their account, unless another separate agreement for specific services has been specified by the Operator.
- (2) The Operator may block or delete user accounts without notice in the event of violations of these GTC.

§12 Exclusion of Liability, Linking and Copyright

- (1) The Operator is not liable for the accuracy, completeness or legality of the content posted by users.
- (2) The Operator shall not be liable for damages arising from the use of the platform, unless these are based on intentional or grossly negligent behavior.
- (3) The Operator assumes no guarantee for the technical availability of the platform.

§13 Data Protection

- (1) The Operator processes users' personal data exclusively within the framework of the applicable data protection laws (GDPR).
- (2) The Operator's privacy policy provides information about the type, scope and purpose of data processing and is publicly available on the Operator's website.

§14 Final Provisions

- (1) The law of the Federal Republic of Germany shall apply.
- (2) The place of jurisdiction is the registered office of the Association, insofar as legally permissible.
- (3) Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

List of Changes

| No.: | Date | Paragraph | Comment |
|-------------|-----------------|------------------|--------------------------------|
| V01 | 6th of May 2025 | All | Initialization of the document |