Disclaimer

LEGAL NOTICE

1. WEBSITE OWNERSHIP

mumsRu is the holder of this web page (hereinafter, the Web Site). Its registered office address is Werderstrasse 38, 15569 Woltersdorf, Germany

The contact email address is info@mumsru.club

This Web Site will not be used in connection with other contents, products and/or services which are not owned by the Entity and/or its affiliates and/or branch offices.

For the purposes of this Legal Notice, Users are those persons accessing the Web Site and/or sending a request or email to the Web Site or completing a Web Site form or registration process.

2. OBJECT

This Legal Notice contains all the terms and conditions which regulate: a), the access, navigation and use of the Web Site; b) the responsibilities arising from use of the Web Site and the provision of and/or contracting of products or services which may be offered through the Web Site; and c), the provision and use of Web Site content. Notwithstanding anything herein, the foregoing is without prejudice to the fact that the Entity may establish specific case-by-case conditions which regulate the use, provision and/or contracting of products or services which are offered to Users through the Web Site. In any case, those specific conditions will form an integral part of this Legal Notice.

Committing any single act among the following will imply the acceptance without reservation of each and every one of the

rules found in this Legal Notice and will be taken as consideration on the part of the User: accessing the Web Site, filling out forms through the Web Site, sending requests for information or complaints, contracting offers, responding to requests for curriculum vitae and, in general, all acts of a similar nature to those carried out when filling out forms and/or when contacting via email addresses published on the Web Site. You must therefore read and understand the content of this Legal Notice.

Should the use, provision and/or contracting of products or services be offered through the Web Site, the mere fact of being used and/or requested by the User will imply, equally, the acceptance without reservation of the corresponding established specific conditions which will also form an integral part of this Legal Notice.

3. WEBSITE USE AND ACCESS

Access to the Web Site by the Users is free. However, the use, provision and/or contracting of the products and services which may be offered by the Entity may be subject to the previous acceptance of formal requisites such as the filling out of corresponding forms, payment of costs and/or the previous acceptance of specific conditions which apply to the same.

Merely accessing the Web Site does not imply the establishment of any link or commercial relationship between the Entity and the User, except where the appropriate means have been established and the User has previously complied with the requisites which are established.

Information on the Web Site relating to products or services offered by the Entity is solely for information and advertising purposes, unless otherwise stated.

If for the use, provision and/or contracting of a product or service offered through the Web Site, the User is obliged to

register, he/she will be under an obligation to provide accurate information, guaranteeing the authenticity of all the data provided at the time of filling out the pre-established forms required to access the corresponding products or services. If, as a result of the User's registration, a password is issued, the User thereby is bound to use it diligently and to keep such password secret. Consequently, Users will be responsible for the adequate custody and confidentiality of all identifying data and/or passwords which are given to them by the Entity, and are bound to not allow or facilitate their use by third parties, be it temporarily or permanently, nor to provide access to others. The use and/or contracting of products or services by illegitimate third parties acquired due to a negligent use or misuse of a password given to a third party and/or the loss of the password by the User will be entirely the responsibility of the User.

Furthermore, it is the User's duty to immediately notify the Entity of any circumstances which may lead to the improper use of identifying data and/or passwords, such as theft, loss or non-authorised access, so that the Entity can proceed with immediate cancellation. Without limitation to any other provision hereof, for the duration of any such period during which any such circumstances are not communicated to the Entity, the Entity will be exempt from any responsibility which could derive from the improper use of the identifying data or use or misuse of passwords by third parties.

In all cases, the access, navigation and use of the Web Site, and the use or contracting of the services or products offered through the Web Site, is the sole and exclusive responsibility of the User. The User is therefore bound to diligently and faithfully observe any additional instructions given by the Entity or by the Entity's authorised employees in relation to the Web Site's use and its contents.

The User is therefore bound to use the contents, products and

services in a diligent, correct and lawful manner, complying with current legislation and, in particular, agrees to abstain from:

1. Using any of the same in any manner which is against the law or that offends reasonable standards of general public morality, ethics or public order, or which is in any way contrary to the instructions of the Entity.
2. Using any of the same in a way which harms the legitimate rights of third parties
3. Using contents and products and, in particular, information of any nature which is obtained through the Web Site or the services, for publicity purposes or any form of communication which has direct sales purposes or with any other commercial aim, or for non-solicited messages aimed at a group of people, independent of their finality, as well as abstaining from commercialising or circulating in any way any such information.

4. RESPONSIBILITIES AND LIMITATIONS

The Web Site may contain information, opinions, advice, warnings, and statements provided by different information and content sources as well as any User of the Web Site. The Entity shall have no liability for Users´ decisions based on the information provided by or through the Web Site. Any information posted on the Web Site is intended for general purposes only. The Entity does not represent or endorse the accuracy or reliability of any such information or contents. Consequently, the Entity does not warrant the timeliness, reliability, use or veracity of the information, sequence, accuracy or completeness of such information nor the results obtained from the given use of such information and shall have no liability to the User including in the event of defamatory, offensive or illicit materials, content or information.

The Entity makes no representations and, to the fullest extent

allowed by law, disclaims all warranties related to the accuracy, reliability, completeness or timeliness of the content, services, products, text, graphics, links, or other items contained within the Web Site, or the results obtained from accessing and using the Web Site and/or the content contained herein.

In detail, the Entity is not responsible and does not guarantee:

1. The continuity of the Web Site’s contents and/or the unavailability or accessibility of the Web Site or its technical continuity.
2. The lack of errors in its contents or products.
3. The absence of viruses and/or other harmful elements in the Web Site or server which hosts it.
4. The lack of vulnerability of the Web Site and/or the impregnability of the security measures adopted by the same.
5. The lack of usability or performance of the Web Site’s contents or services.
6. The loss or damages caused to any User or third party as a result of a person breaching the conditions, terms of use or instructions given by the Entity on the Web Site o through the infringement of the Web Site’s security measures.
7. Any other damages of any nature which may be caused by reasons pertaining to the Web Site not functioning or to the defective functioning of the Web Site or any other website or with regard to any links which fail.

Notwithstanding the above, the Entity declares that it has adopted all reasonable measures, within its reach and within the state of technology, in order to guarantee the smooth functioning of the Web Site and to avoid the existence and transmission of viruses and other damaging components which could potentially harm Users.

The Entity applies all reasonable measures to avoid errors in the contents published in the Web Site. All contents offered through the Web Site are updated and the Entity reserves the right to modify them at any time. The Entity will not be held responsible for the consequences which may derive from any errors in any contents published by third parties on the Web Site.

Unless otherwise indicated, the Entity does not warrant that the function of the Web Site will be uninterrupted or error-free, that defects will be promptly corrected, that interoperability will be satisfied, that quality levels shall be accomplished, or that the Web Site and its products, content and/or services are free of viruses or other harmful components. The User assumes the entire cost of all necessary maintenance, repair or correction that pertain to its own hardware and/or software inventory and the interaction of the same with the Web Site.

Any communication or transmission of contents to the Web Site which infringes the rights of third parties and/or the content of which is threatening, obscene, defamatory, pornographic, xenophobic, which undermines personal dignity or the rights of minors or which is contrary to current legislation, or any conduct of the User which incites or constitutes a criminal offence, is totally prohibited.

Equally, the inclusion and communication of contents by Users which 1), are false or inaccurate and which may induce error or mislead other Users or the Entity’s personnel, 2), which infringe the intellectual property rights of third parties, 3), which may undermine or harm the reputation or image of the Entity and/or its parent company, iv), which may be considered as illegal, misleading or unfair advertising, or v), which contain viruses or any other electronic element which may harm or hinder the functioning of the Web Site, the internet, IT equipment belonging to the Entity or to third parties or access to the Web Site by other Users, is totally prohibited.

The Entity may refuse access to the Web Site to any Users that contravene the prohibitions set out about herein above.

5. INTELLECTUAL PROPERTY RIGHTS

The Entity is the owner and/or the rights holder and/or has obtained a corresponding licence of the intellectual property rights and/or image rights, where necessary and/or subsisting, pertaining to the contents available through the Web Site. The term “contents” as used anywhere herein, extends but is not limited to the texts, graphic designs, drawings, codes, software, photographs, videos, sounds, indices, images, brands, logos, expressions, information and, in general, any other creation which is protected by national regulations and international treaties on intellectual property.

All intellectual property rights in and to all contents are reserved and, in particular, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute in any way the totality or part of any contents included in the Web Site for public or commercial means unless with the prior, express and written authorisation of the Entity or, as the case may be, from the third party owner or rights holder of the same.

Access to and navigation through the Web Site will in no case be understood as a relinquishment, transmission, licence or total or partial transfer of any rights by the Entity howsoever. Consequently, it is not permitted to delete, evade or manipulate any indicators of rights ownership (for example “copyright”, “©”, “trademark” or “™” indicators) or other identifying data, whether in favour of the Entity or any other parties, and/or any technical protection mechanisms, fingerprints or whichever information or identification mechanisms may be contained in, or otherwise pertain to, any contents.

Any references to names and commercial or registered brands,

logos or other distinctive marks, which are owned by the Entity or by others, implicitly forbid their use without the authorisation from the Entity or from the owner or the rights holder. At no time, unless otherwise expressly stated, shall access or use of the Web Site and/or its contents, give the User any right whatsoever to the brands, logos and/or distinctive signs included in the Web Site, each of which is protected by Law.

6. LINKS

6.1 Links from the Web Site to other websites

The Entity may offer direct or indirect links to other Internet websites which are outside of the Web Site. The presence of these links in the Web Site have a purely informative purpose only and at no time constitute an invitation to contract the products and/or services offered on such websites. Furthermore, no such link implies the existence of a commercial link or relationship with the entity owning the website to which the link is offered. In any such case, the Entity will not be responsible for establishing general conditions to be taken into account in the use, provision or contracting of or for any such services or products and, as such, the Entity may not be held responsible in any way in relation with any such products or services in any manner howsoever.

The Entity does not have the knowledge, human resources or technical means to control or approve the information, contents, products or services provided by or through other websites to which it offers a link from the Web Site. Consequently, the Entity will not take any responsibility for any matters relating to such third party websites linked with the Web Site. Specifically, without limitation, the Entity will not be responsible in any way howsoever for the functioning, access, data, information, files, quality, products and services, links and/or content of any such

websites.

Notwithstanding the above, where the Entity becomes aware that the activity or the information which it links to is illegal and will lead to a crime or damage the rights or property of third parties, it will act with the necessary diligence to delete or cease from using the corresponding link at the earliest opportunity.

Equally, if Users become aware of the illegality of the activities carried out through any such third party websites, they will be under the obligation to communicate such matter to the Entity at the earliest reasonable opportunity such that the Entity may evaluate the same and act appropriately.

6.2 Links from other web pages to the Web Site

If any User, entity or webpage wishes to establish a link to the Web Site of any nature, they must comply with the following conditions:

1. They will need to obtain previous, express and written authorisation from the Entity.
2. The link will only be made to the Web Site’s homepage, unless otherwise stated or authorised.
3. The link will need to be absolute and complete, i.e. it must lead the User through a click to the main page and must include the whole of that page. In no case, unless otherwise authorised by the Entity, will the webpage from which the link is made be able to 1), reproduce in any way on the Web Site, 2), include the Web Site as part as its own website or as any frames from such website, or 3), be able to create a browser on any of the Web Site pages.
4. On the website from which the link is established, unless with the Entity’s express prior written approval, no declaration of any nature may be made to the effect that the Entity has authorised the link. If the entity providing the link from its webpage to the Web Site

wishes to include on its own webpage any brand, denomination, commercial name, label, logo or any other sign which identifies the Entity and/or the Web Site, they must obtain previous, express and written authorisation from the Entity.

5. The Entity forbids the link to the Web Site from all those webpages which contain materials, information or contents which are illegal, degrading, obscene and in general, which infringe upon morality, public order, current legislation, generally accepted social rules or which harm the legitimate rights of third parties.

7. PRIVACY

When it is required that the User registers or provides personal data (in order to access services, subscribe to newsletters, carry out any registration process, request information, acquire products, make consultations or complaints or to solicit any contractual transaction, among others), the User will be alerted as to the need to provide his/her personal data.

In any event, the collection and processing of personal data will be carried out in compliance with the requirements of the applicable data protection regulations as well as the Privacy Policy which forms an integral part of this Legal Notice.

8. DURATION AND MODIFICATION

The Entity reserves the right to modify this Legal Notice and the particular terms and conditions which may have been established for the use and/or contracting of the products and services provided through the Web Site, whenever it considers it appropriate and/or in order to adapt and comply with any changes in legislation and in technology which have become effective since the last publication of the same on the Web Site.

The term of this Legal Notice coincides with the duration of

its publication and exhibition in the Web Site, until such time as it is totally or partially modified. At such moment, the modified terms & conditions will become binding.

The Entity may, at any time, finalise, cancel or interrupt access to the published content. In any such case the User will have no right to ask for compensation of any kind. Following any such cancellation, the prohibitions that are set out above in this Legal Notice regarding the use of contents will remain valid.

9. COMMUNICATIONS

For any communication between the Entity and the User, the User must contact with the Entity through the postal and/or email address provided on the Web Site. Communications from the Entity to the User must comply with the contact information provided by the User. The User therefore expressly accepts the use of the email address provided as a valid means for the exchange of information between the Entity and the User.

10. MISCELLANEOUS

The headings of the different sections herein only have an informative nature and do not affect, qualify or modify the interpretation of this Legal Notice.

Where there is any discrepancy between the effects of this Legal Notice and the particular terms & conditions which may be established in relation to any specific products or services offered in the Web Site, the latter will prevail.

Where one of the provisions laid down in this Legal Notice could be considered as not being totally or partially binding by a Court of Law or by a recognised Administrative body, such nullity will not affect the other provisions contained in this Legal Notice nor any other provisions which have been established.

Where the Entity does not exercise any of the rights contained in this Legal Notice, such event will not constitute a relinquishment of this right, unless expressly stated in writing.

If you have any concerns or wish to make a complaint about anything you have read in this issue, please email the PA to the editors, Sandra Borchert – Sandra@mumsru.club