

# Terms of Use Agreement

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## **Translation of Terms of Use**

This document is a translation of the original Terms of Use. It is provided for informational purposes only to aid understanding. In the event of any discrepancies or inconsistencies between this translation and the original version, the original version shall prevail. Please refer to the original document (available at <https://koalatak.de/nutzungsbedingungen/>) for the official and legally binding version.

ATTENTION: THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ THESE TERMS OF USE CAREFULLY. THIS AGREEMENT GOVERNS YOUR RELATIONSHIP WITH KOALATALK AND YOUR USE OF THE SERVICES OFFERED THROUGH THE WEBSITE. KOALATALK HEREBY REQUESTS THAT YOU ACCEPT THESE TERMS OF USE. YOU MAY USE THE SERVICES OFFERED THROUGH THE WEBSITE ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. BY USING THE SERVICES OFFERED THROUGH THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU MAY NOT USE THE WEBSITE OR THE SERVICES.

THESE TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY AVAILABLE AT <https://koalatak.de/datenschutzerklärung>, WHICH FORMS PART OF THESE TERMS OF SERVICE.

## **Acceptance of the terms of use**

This Terms of Use Agreement (the "Agreement") is a legally binding agreement between you, either an individual or an entity ("you" or "User"), and IT Product Development, KoalaTalk regarding the use of KoalaTalk.com and other related websites owned and/or operated by KoalaTalk (collectively, the "Website"), products (e.g. KoalaTalk messenger) and services, as defined below. KoalaTalk makes the Website and the Services, including all content, information, graphics, documents, text, products and all other items and products offered through the Website and the Services (collectively, the "Content"), available for your use subject to the terms and conditions set forth in this document. By accessing and using the Site and Services, you agree to be bound by and accept these Terms of Use and all terms and conditions contained and/or referenced herein and any additional terms and conditions listed on the Site.

If you do NOT agree to all of the terms and conditions in these Terms of Use, you should NOT use the Site and Services. If you do NOT agree to any additional specific terms and conditions that apply to particular content or to a particular transaction entered into through the Site or the Services, you should NOT use the portion of the Site or the Services that contains such content or through which such transactions are entered into. Also, if you use any current or future KoalaTalk service or visit the KoalaTalk website or receive any KoalaTalk products or services, whether for free or for a fee, you will be subject to the policies and terms and conditions applicable to such products or services.

## **Description of the services**

You can use our service to share videos, messages and other files in private group chats.

## **Obligations of the users**

You agree to use the Site and the Services only for purposes that are permitted by these Terms of Use and any applicable laws, regulations or generally accepted practices or guidelines in the relevant jurisdictions. KOALATALK IS NOT RESPONSIBLE FOR ANY VIOLATION OF ANY LAW, RULE OR REGULATION COMMITTED BY YOU OR ANY THIRD PARTY AT YOUR RESPONSE. It is your responsibility to ensure that your use of the koalataalk application, website and services does not violate any applicable laws, rules or regulations. In particular, you agree and warrant that your actions in using the Site and Services will not violate the laws, rules or regulations of (1) the country, state or locality in which you reside, or (2) the country, state or locality in which KoalaTalk is located (Germany) or operates. This includes compliance with applicable export and import restrictions and other restrictions.

## **Your use of the website and services**

You agree to access (or attempt to access) the Services only through the means provided by KoalaTalk or its authorized partners. You agree not to access (or attempt to access) the Services

You also agree:

- not to disrupt or interfere with other users' enjoyment of the Website and the Services or any connected or linked websites;
- not to upload, send or otherwise transmit any viruses or other harmful, disruptive or destructive files via the Website and the Services;
- not to use or attempt to use the user account, password or system of another user;
- not to access or attempt to access any Content or User Content (as defined below) that you are not authorized to access under the terms and conditions contained herein;
- not to interfere with or compromise the security of, or otherwise cause damage to, the Website, the Services, the Content, User Content, system resources, accounts, passwords, servers or networks connected to or accessible through the Website and the Services or any affiliated or linked websites.

User account

You may register for a personalized account ("User Account") with KoalaTalk in order to access the full range of features offered by the Site and the Services. When creating your User Account, you agree to provide accurate, current and complete information about yourself and to keep this information up to date. KoalaTalk reserves the right to suspend or terminate any user account suspected of being used in violation of these Terms of Use and/or containing information/files that are untrue, inaccurate, incomplete, contain child pornography or otherwise contain illegal content.

When you create your user account, choose a personal, non-transferable password. User accounts should not be "shared" or used by more than one person. Once you have accepted

these Terms of Use and the registration of your User Account has been accepted by KoalaTalk, your User Account will be created. You are solely responsible for any and all activities that occur under your User Account, whether or not such use is authorized by you.

The information you provide will be used, among other things, to enable you to create a user account and profile that can be used to interact with other users through the Service, to improve the content of the Service, and to communicate with you about special features and new functionality. You are entirely free to engage in these activities and/or make purchases from KoalaTalk.

Please review our Privacy Policy at <https://koalatalk.de/datenschutzerklärung>, which describes how KoalaTalk collects, uses, maintains and stores your personally identifiable information ("Personal Information"). You agree and understand that you are responsible for maintaining the confidentiality of all usernames and passwords associated with any user account you use to access the Site and Services. In addition, you may not use a user account belonging to another person at any time without the permission of that account holder. KoalaTalk will not be liable for any damages caused by or related to the theft or misappropriation of your username, password, User Content, disclosure of your username or password, or your authorization of another person to use your username or password. However, you may be held liable for losses incurred by KoalaTalk, another user or a third party as a result of the misappropriation and use of your user account. If you become aware of any unauthorized use of your user account, please notify KoalaTalk immediately at [support@koalatalk.de](mailto:support@koalatalk.de).

### **Content of the user account**

User Account holders may upload, store, send or transmit files, videos, images, data, information and other material through the Site, KoalaTalk Messenger and the Services ("User Content"). KoalaTalk does not own any User Content and does not monitor, edit or disclose any information about you or your User Account without your prior authorization, except in accordance with these Terms of Use or Privacy Policy. KoalaTalk does not in practice review, inspect, edit or monitor any User Content posted, stored, sent or accessed by you or any other user of the Site or the Services. However, KoalaTalk reserves the right, in its sole discretion, to refuse, remove or disable access to any User Content that KoalaTalk learns is illegal or may violate the terms of these Terms of Use, although KoalaTalk is under no obligation to do so. KoalaTalk's action or inaction to regulate the content or conduct or to enforce against any potential violation of these Terms of Use by a User (or other third party) does not waive KoalaTalk's right to implement or not implement the following.

KoalaTalk does not control, is not responsible for, and makes no representations or warranties with respect to any User Content. You are solely responsible for your access to, use of and/or reliance on any User Content. You must conduct all necessary, appropriate, prudent or reasonable investigation, inquiry, research and due diligence with respect to any User Content. It is your responsibility to investigate the licensing of any User Content before using such User Content in any way and to ensure that your use of such User Content complies with all applicable laws and licensing requirements and does not infringe the proprietary rights of any third party. You are also responsible for all Content that you post or

transmit, and for all Content posted or transmitted through or via the use of your User Account.

Content that is prohibited from the Site and Services includes, but is not limited to, (1) illegal content; (2) content relating to the creation, advertising, distribution or receipt of illegal goods or services; (3) objectionable content (including, but not limited to, defamatory, threatening or pornographic content); (4) content that reveals another person's personal, confidential or proprietary information; (5) fraudulent content; (6) malicious content such as malware or spyware; and (7) content that offers, advertises, promotes or provides links to undesirable products or services.

### **Saving sponsored content**

From time to time, KoalaTalk may partner with third party service providers who may use User Content in connection with commercial, sponsored or related content within the Site or Services (such use is referred to as "Sponsored Content"). If your User Content (including your name, username, profile picture, content, photo or other likeness) is used on the Site for the purposes of Sponsored Content, KoalaTalk will notify you of such use and give you the opportunity to opt-out of having your User Content used in this manner. You may also choose to prevent any future use of your User Content for Sponsored Content purposes within the Site. If you are under eighteen (18) years of age or under any other legal age of majority, you represent that at least one parent or legal guardian has also consented to the terms of this section (and to the use of your name, username, profile picture, content, photo or other likeness) on your behalf. Parents or legal guardians of minors whose User Content appears in KoalaTalk's Sponsored Content may choose to "opt-out" and prevent any future use of a minor's User Content in this manner. If you are unsure whether your User Content has been used as part of KoalaTalk's Sponsored Content and would like to find out, please contact us at [support@KoalaTalk.de](mailto:support@KoalaTalk.de). KoalaTalk will need to verify your identity before responding to requests, so please be prepared to provide certain information such as your username, password or other information requested by KoalaTalk.

### **Technical support**

KoalaTalk provides technical support to Users. In order to receive technical support from KoalaTalk, the User who wishes to receive such support must request it by contacting KoalaTalk at [Info@KoalaTalk.de](mailto:Info@KoalaTalk.de). The User must describe the nature of the problem to be solved and provide information about the User (name, address, etc.). KoalaTalk will make reasonable efforts to respond to such requests in a timely manner. The User is obligated to cooperate with KoalaTalk when utilizing technical support services by providing information necessary to assist KoalaTalk or requested by KoalaTalk in diagnosing or resolving the problem. Although KoalaTalk cannot guarantee that a technical support issue will be resolved, KoalaTalk will use reasonable efforts to provide the technical support services in a professional manner.

### **Information and materials provided by you**

Any messages, documents, communications or information privately transmitted by you to, sent through or stored in encrypted form on the Site and Services are subject to these Terms of Use and Privacy Policy. The security of such information is very important to KoalaTalk.

#### **Termination and notice of termination.**

The term of these Terms of Use ("Term") commences when you begin using the Site or the Services and continues indefinitely unless otherwise terminated by KoalaTalk or you by written notice. KoalaTalk reserves the right to modify, suspend or terminate the Services or any part thereof at any time. Without prejudice to any other rights, these Terms of Use will automatically terminate if you fail to comply with any of the restrictions or other requirements described herein. Upon termination or expiration of these Terms of Use, you must immediately cease all use of this Site and the Services, including without limitation use of KoalaTalk's trademarks, trade names, copyrights and other intellectual property.

AFTER TERMINATION OF THIS AGREEMENT, YOU ARE NO LONGER AUTHORIZED TO USE THE WEBSITE OR THE SERVICES IN ANY WAY.

#### **Links to other websites and materials from third parties**

The Website and the Services may contain links to other websites and/or third party products that are not under the control of KoalaTalk (collectively, "Third Party Materials"). KoalaTalk is in no way responsible for such Third Party Materials. KoalaTalk is providing such links only as a convenience to users of the Site and Services, and the inclusion of any link to Third Party Materials does not imply endorsement by KoalaTalk of the content, products and/or services of such Third Party Materials. Notwithstanding anything to the contrary in these Terms of Use, nothing in these Terms shall be construed as granting you any rights or licenses with respect to such Third Party Materials or authorizing you to use such Third Party Materials.

#### **Intellectual property**

The copyright, trademark and all other proprietary rights in the Site, KoalaTalk, the Services and the Content (including but not limited to software, services, audio, video, text and photographs, excluding User and Group Chat Content) are owned by KoalaTalk and/or its licensors. Except as otherwise expressly provided herein or authorized in writing by KoalaTalk, all rights in the Site, Services and Content not expressly granted herein are reserved. You agree not to copy, republish, frame, make available for download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer or create derivative works based on the Content, the Site, KoalaTalk or the Services, except in connection with the services offered by KoalaTalk through the Sites.

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respective owners. KoalaTalk disclaims any proprietary interests in the intellectual property rights that are not its own.

### **Guarantees and disclaimers**

ALL CONTENT AND/OR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". KOALATALK HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR AS TO THE OPERATION OF THIS SITE, THE SERVICES OR THE CONTENT. KOALATALK MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE SECURITY OF THE KOALATALK WEBSITE, THE SERVICES OR THE CONTENT. YOU ACKNOWLEDGE THAT ANY INFORMATION SENT MAY BE INTERCEPTED IN TRANSIT OR OTHERWISE. KOALATALK DOES NOT WARRANT THAT THE WEBSITE, THE SERVICES, THE CONTENT OR THE SERVERS THAT MAKE THIS WEBSITE AVAILABLE OR THE ELECTRONIC COMMUNICATIONS SENT BY KOALATALK ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. Unless agreed to in writing by KoalaTalk, KoalaTalk's contractors, agents, dealers or distributors or other third parties do not have the right to modify this limited warranty or provide additional warranties.

YOUR USE OF THE WEBSITE OR THE SERVICES OR DOWNLOADING OR OTHER USE OF PRODUCTS THROUGH THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND WITH YOUR UNDERSTANDING THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. KOALATALK ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUSES OR OTHER SIMILAR SOFTWARE CODE THAT MAY BE DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR IN CONNECTION WITH ANY SERVICES OR PRODUCTS OFFERED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KOALATALK OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

The Site and the Services may contain references to certain KoalaTalk products and services that may not be available in a particular country. Such reference does not imply or guarantee that such products or services will always be available in any particular country.

You understand and agree that by using the Site and Services, you may be exposed to Content that you find offensive, indecent or objectionable, and that in this regard you use the Site and Services at your own risk.

IN NO EVENT SHALL KOALATALK OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACTS, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION), UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR THE SERVICES OR THE CONTENT, PRODUCTS, SERVICES, statements or actions of third parties on or through the site and services, any unauthorized access to or any unauthorized alteration of your transmission or data, any information sent or received or not sent or received, any failure to store data, any loss of data, any unauthorized access to or any unauthorized

alteration of your transmission or data, ANY LOSS OF DATA, LOSS OF OR DAMAGE TO FILES, LOSS OF OR DAMAGE TO CONTENT, ANY SERVICES AVAILABLE THROUGH THE WEBSITE THAT ARE DELAYED OR INTERRUPTED, EVEN IF KOALATALK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST KOALATALK WITH RESPECT TO OR IN CONNECTION WITH THE WEBSITE AND THE SERVICES MUST BE COMMENCED AND NOTIFIED IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

Some jurisdictions do not allow the exclusion of implied warranties or limitations, so the above limitations may not apply to you.

### **Your guarantees**

YOU HEREBY WARRANT THAT: (i) ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH THE WEBSITE, KOALATALK AND THE SERVICES IS TRUE, ACCURATE, ACCURATE AND UP TO DATE; (ii) YOU HAVE FULL POWER AND AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE; (iii) YOU ARE AUTHORIZED TO ENTER INTO A BINDING AGREEMENT WITH A RESCUE AGREEMENT; (iv) YOU REQUIRE ALL NECESSARY GOVERNMENTAL AUTHORIZATIONS REQUIRED FOR THE PERFORMANCE OF THESE TERMS AND CONDITIONS; (v) YOU SHALL COMPLY WITH ALL OF YOUR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS IN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS; AND (vi) YOUR EDITORIAL, TEXT, GRAPHIC, AUDIOVISUAL AND OTHER CONTENT AVAILABLE TO USERS OF THIS WEBSITE IS NOT PROVIDED BY KOALATALK, DOES NOT (1) INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, (2) CONSTITUTE DEFAMATION, LIBEL OR OBSCENITY, (3) RESULT IN CONSUMER FRAUD, PRODUCT LIABILITY, BREACH OF CONTRACT TO WHICH YOU ARE A PARTY, OR INJURY TO ANY THIRD PARTY, (4) PROMOTE VIOLENCE OR CONTAIN HATE SPEECH, (5) violate any applicable law, statute, regulation or ordinance; or (6) contain adult content or promote illegal activities.

### **Feedback**

You may from time to time provide KoalaTalk with suggestions, comments or other feedback regarding products, materials, software or information provided by KoalaTalk (hereinafter "Feedback"). You agree that any Feedback is and will be entirely voluntary and will not create any obligation of confidentiality for KoalaTalk without a separate agreement. KoalaTalk will not disclose the source of the Feedback to the providing party without prior notice. However, KoalaTalk shall be free to disclose and use such Feedback at its sole discretion and without any obligation to you. However, the foregoing does not affect either party's obligations with respect to the information that is protected under KoalaTalk's Privacy Policy and published on this website.

### **Notice and procedure for asserting claims for copyright infringement**

It is KoalaTalk's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property laws. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the written information listed below.

An electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed;

A description of where the material that you claim has been infringed is located on this website;

Your address, telephone number and e-mail address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Illegal or prohibited use

You may not use the Website or the Services for any purpose that is unlawful or prohibited by these Terms of Use, or in any manner that interferes or attempts to interfere with the proper working of the Website or the Services. You may not use the Site or the Services in any manner that could damage, disable, overburden, or impair the Site or the Services or interfere or attempt to interfere with any other party's use and enjoyment of the Site or the Services. You agree that you will not use any third party software that intercepts, "mines" or otherwise collects information from or through the Site or Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by KoalaTalk to all users of the Site or Services. You may not initiate, assist or participate in an attack on any KoalaTalk server or otherwise attempt to interfere with KoalaTalk servers. any attempt by you to damage the koalaTalk servers or to interfere with the proper operation of koalaTalk is a violation of criminal and civil laws, AND IF SUCH AN ATTEMPT IS MADE OR ASSISTANCE IS PROVIDED FOR SUCH AN ATTACK, KOALATALK RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH USER TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Indemnification**

You hereby agree to indemnify and hold KoalaTalk, its affiliates, officers, directors, agents and employees, harmless from any expense, loss, claim, damage, fine, penalty or liability, including reasonable attorneys' and other professionals' fees, payable pursuant to any judgment, decree, court order or settlement, to the extent arising from any claim, demand, action, suit, litigation, arbitration or other proceeding brought by any third party (such as "Supported Resources"), including any assessment, claim or demand made by any governmental authority or entity arising out of or relating to your violation of these Terms of Use. Resources"), including any assessment, claim or demand by any governmental authority or entity, arising out of your violation of these Terms of Use.

### **Data protection**

KoalaTalk respects your privacy and the use and protection of your personal information. Please read our Privacy Policy for important information and disclosures regarding the collection and use of your personal information in connection with your use of this website.

### **Link to this website**



Linking to this website is permitted provided you comply with the following rules. You may link to the home page of this website or to any other page on this website. However, you may not use inline links (or hot links) or framing. You may not imply that KoalaTalk endorses or sponsors the linker or its website, products or services. You may not use KoalaTalk's intellectual property, including but not limited to trademarks, trade names, copyrights, without KoalaTalk's prior written permission. In addition, you agree to remove the link at any time upon KoalaTalk's request.

### **Ending your relationship with KoalaTalk**

These Terms of Use will remain in effect until terminated by either you or KoalaTalk as described above. If you wish to terminate this legal agreement with KoalaTalk (i.e. these Terms of Use), you may do so at any time by writing to KoalaTalk at support@KoalaTalk.de. KoalaTalk reserves the right, in its sole discretion, to terminate these Terms of Use with you at any time, upon prior notice and without any liability to KoalaTalk.

You are solely responsible for deleting your user account, which you can do by notifying KoalaTalk at support@koalatak.de.

### **Assignment**

KoalaTalk may assign or delegate these Terms of Use, in whole or in part, to any person or entity at any time with or without your consent. However, you may not assign or delegate any rights or obligations under these Terms of Use without KoalaTalk's prior written consent, and any unauthorized assignment and delegation by you shall be void and of no effect.

### **Access to the service**

If the Website and the Services are unavailable for any period or period of time, KoalaTalk shall not be liable. KoalaTalk makes no warranties as to the accessibility, performance or availability of the Website or the Services. Temporary suspension of access to the Website and Services may occur without notice at our discretion, including without limitation in the event of repair, maintenance, system failure or for reasons beyond our control. KoalaTalk reserves the right to suspend the operation of the Site or Services. You agree that neither KoalaTalk nor its third party providers shall be liable to you in any way for the termination, suspension, interruption, delay of any of the services and products on this website.

### **Force majeure**

KoalaTalk shall not be liable for any failure to perform, delay, error, loss of data or other loss caused by events or conditions beyond KoalaTalk's reasonable control.

### **Agreement on electronic commerce**

All transactions with or through the Site or Services may be conducted and executed electronically at KoalaTalk's option. We may maintain records of any communications conducted through the Site or Services. All electronic records are considered sent when they are properly addressed to the recipient and the record enters an information processing

system outside the sender's control or the record enters an area of an information processing system under the recipient's control. All electronic records are received when the record enters an information processing system that the recipient has designated or uses to receive electronic records or information of the type sent, in a form that can be processed by that system, and from which the recipient can retrieve the electronic record.

### **Injunctive relief**

You acknowledge and agree that any violation or breach of these Terms of Use may cause immediate and irreparable harm and damage. As a result, KoalaTalk shall have the right and may, in its sole discretion, immediately seek preliminary injunctive relief (including, but not limited to, temporary restraining orders) and permanent injunctive relief with respect to any violation or breach of these Terms of Use. In addition to any other remedies available to KoalaTalk at law or in equity, KoalaTalk may require specific performance of any term or condition in these Terms of Service.

### **Severability clause**

These Terms of Use will be enforced to the maximum extent permitted by applicable law. If for any reason any provision of these Terms of Use is held invalid or unenforceable to any extent under applicable law, then (a) such provision will be construed, interpreted or reformed to the extent reasonably necessary to make it valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

### **Miscellaneous**

KoalaTalk bears no responsibility and assumes no risk if, for any reason, a product or service made available on this website violates the national law of any country. Those who access the website or services do so on their own initiative and are responsible for compliance with their national laws. Questions can be submitted to [legal@koalataalk.de](mailto:legal@koalataalk.de). The Site and Services and accompanying products and documentation are the copyrighted property of KoalaTalk and/or its licensors and are protected by copyright laws and international intellectual property treaties. Any use of KoalaTalk or third party trademarks or logos without the prior written consent of KoalaTalk or the respective trademark owner is strictly prohibited.

These Terms of Use may be amended by KoalaTalk at any time by notice given by any of the following means: by posting on the main page of the Site, upon or after logging into your User Account (as defined below), or by email to the address you provided when you created your User Account. Your failure to provide or maintain accurate or up-to-date contact information in your User Account does not relieve you of your responsibility to comply with these Terms of Use, as amended from time to time.

Please check these Terms of Use regularly to ensure that you are aware of all the terms and conditions that govern your use of the Website and the Services. Specific terms may apply to non-User Generated Content. Such specific terms may apply in addition to these Terms of Use or, if inconsistent with these Terms of Use, such specific terms will supersede these

Terms of Use only to the extent that the content or intent of such specific terms is inconsistent with these Terms of Use.

KoalaTalk reserves the right to make changes or updates to the Content or its format at any time without notice. KoalaTalk also reserves the right, in its sole discretion, to terminate or restrict your access to the Site and the Services or any part thereof for any reason.