

General Terms and Conditions for the Holger Schmitz Railroad Index

I. Use of the website

The following general terms and conditions of the Holger Schmitz Railroad Index (from hereon Railroad Index), Oleanderstr. 75, 50127 Bergheim, state the rules of collaboration for the interested users of the site www.Eisenbahnkartei.de. Our general terms and conditions apply regardless of any conflicting terms and conditions of our users. Other terms and conditions apply only in isolated circumstances when Railroad Index has made a separate contractual agreement and has confirmed so in writing.

§ 1 Content of the website:

Railroad Index accepts no responsibility for the correctness of this information, nor for the quality, completeness, currentness of the content of the site or for the previously published texts, photos, contact information or other information of our users or advertisers. Our users or advertisers are responsible for the correctness of their text and image content. Railroad Index reserves the right to change, delete, add to, or occasionally publish or irrevocably suspend ads or announcements in part or completely without notification.

§ 2 Links and References:

Links to the website of a third party within the framework of the Railroad Index refer to external content. Railroad Index does not make any offers, rather, it acts as a reference to other web pages and therefore accepts no liability for offers from external websites.

§ 3 Intellectual property rights and trademark protection

The websites consist of copyrighted works. The statement and action over diagrams, layout, color design, the integration of the diagrams in the entire layout, computer pictures, logos, web design or other formative elements as well as copyright of the website as a database work in accordance with § 4 exp. 2 UrhG and as data base in accordance with § 87 A UrhG. We expressly point out that the pictures contained on the web pages can be subject to copyright of a third party.

§ 4 Guarantee

Railroad Index extends no guarantee of the uninterrupted availability of the website.

§ 5 Liability

It is impossible to level a claim against Railroad Index, regardless of the breach of duty, including illicit activity, as far as it is considered to be unintentional or not grossly negligent. In case of a breach of basic contractual obligation, Railroad Index is liable for every negligence, but only to the extent of the foreseeable damage. The aforementioned limits of liability and exclusions are not valid for damage by loss of life, bodily harm or injury to health. As far as the liability is impossible or limited, this is valid also for the employees, representatives and executing aides of the Railroad Index

§5a What is defamation and damage to reputation? Statements damaging the reputation belong as defamation or slander to the crimes against honour, which are regulated in §§ 185 ff. StGB. Indictment of damage to reputation is a defamation or defamation of the criminal code and thus gives the injured party the opportunity to file a complaint against the infringer, for example with the police, but also with the public prosecutor's office.

In the event of damage to the reputation of a railway card index Eisenbahnkartei, the

amount due is calculated.

In the event of a violation of the general right of personality, the infringed party shall always initially be entitled to an injunction of the concrete infringement of rights, which is derived from § 1004 para. 1 BGB in conjunction with § 1004 para. 1 BGB. Articles 823 et seq. BGB results in. The right to cease and desist is directed towards future omission of certain statements or other actions that violate personal rights. For example, the infringer usually undertakes to submit a declaration of cease and desist and an undertaking with criminal prosecution in which he declares that in future he will refrain from making certain untrue statements of fact or insulting statements or, for example, to publish photos depicting the infringed party. The right to cease and desist shall also apply in particular in the event of so-called criticism of revilement. This is what we speak of when value judgments are merely intended to degrade a third party in public opinion and to defame him. This is not constructive criticism with a factual reference, but an exposing and denouncing of the person concerned. Such value judgments are not covered by the freedom of expression of opinion of Article 5 of the Basic Law and therefore trigger, among other things, a claim for injunctive relief of the person concerned on account of the violation of his general right of personality. An injunctive relief for violation of the general right of personality always presupposes a danger of repetition or first inspection with regard to an infringement of rights. A risk of repetition is suspected if an infringement has already occurred. The danger of repetition includes not only the concrete infringement of rights but also acts of infringement of the same nature. In the event of serious violations of personal rights, a claim for compensation for the intangible damage exists in addition to compensation for the material damage just described. The intangible claim for monetary compensation results from § 823 para. 1 BGB in connection with Article 2.1, 1.1 of the Basic Law and may be considered if the disadvantages arising from an infringement of personal rights cannot otherwise be sufficiently compensated. In addition to the compensation function, the main function of the claim for monetary compensation is to satisfy the injured person. However, it is also intended to have a significant preventive effect with regard to future infringements.

§ 6 Privacy policy

All personal data is treated with strict confidentiality. The further transfer of Data through the Railroad Index does not take place. In particular, there is no transfer of data for commercial or advertising purposes. Railroad Index gives users or other clients contact and personal data about users or other clients only if it is lawfully required. The abuse by third parties of image data and material posted on the website cannot be excluded.

§ 7 Changes to the general terms and conditions

Railroad Index reserves the right to change the general terms and conditions and to present the changes on www.Eisenbahnkartei.de. Existing contracts remain valid with the original conditions.

§ 8 Severability Clause

Should this agreement contain a gap or should a provision thereof be or become wholly or partially unenforceable, the rest of the agreement shall remain enforceable. Should any part of this agreement be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning.

II. General terms and conditions for advertisers

These general terms and conditions are valid for all contracts with Holger Schmitz (hereon Railroad Index), Oleanderstr.75, 50127 Bergheim. Without the agreement to the terms and conditions, we unfortunately cannot accept your advertisement. The validity of possibly conflicting terms and conditions of the customer is expressly excluded.

§ 1 Area of application

Railroad Index places on their internet platform www.Eisenbahnkartei.de products and services from the railway range, in particular railway associations, railway communities, handicapped railway associations, railway schools, railway businesses, railway articles, railway meetings, railway bars, and railway hotels. Railroad Index offers the users in particular: Creation/display of announcements within the ranges mentioned Possibilities to access our databases the additional possibility of placing advertising banners

§ 2 Conclusion of a Contract

1. Railroad Index offers the publication of data for an announcement for the conditions indicated at any one time. The advertising customer accepts the offer by positioning an image on the screen and then clicking on the "place an add" button. Hereby a contract will be completed about the intake and retrieval of the contents which the customer has entered into the database and the recallability according to the keywords of the online offer. Railroad Index is just as justified to limit the availability of contents in the database regardless of time, space, or quantity, as well as to delete the contents from the database. Railroad Index reserves the right in particular to review the contents of an advertisement and reject its publication if the contents are of an offensive, illegal, or immoral nature or are not reasonable for publication on the Railroad Index for other reasons whereby the Railroad Index is not required to justify. Unacceptable content can be deleted or deactivated from the database wholly or in part by the Railroad Index without prior notification to the customer.

§ 3 Services from Railway Index

1. The customer can generally publish an unlimited number of advertisements in the different categories The customer has to enter the advertisement in a form provided by the Railroad Index. After entering the data, the advertisement is integrated and the customer can see how it will be presented online by the Railroad Index. The Railroad Index will then make the advertisement available to prospective customers by publishing it on the internet website.
2. The advertisement remains published indefinitely until it is deleted or deactivated by the customer or the Railroad Index Railroad Index will only end the publication of the advertisement with justified cause.
3. The customer can deactivate the online advertisement at any time. No payment is due for advertisements which are not inserted. Railroad Index reserves the right to cancel the contract within a period of four weeks. With the placement of this internet offer comes an uncommon right to cancel. Other rights regarding uncommon cancellation remain unaffected.
4. Railroad Index is under no obligation to save or maintain in any way previously published advertisements which are no longer active or displayed.
5. Railroad Index is not required to store or otherwise keep the published announcement after the initial posting.

§ 4 Price and Billing

1. Railroad Index may change these services as long as such changes do not affect the core services and are reasonable and consider the best interest of the customer. Railroad Index may increase the price. The customer will be notified in writing of the price increase as well as the effective date. The customer may cancel the contract when the increase comes into effect if the increase constitutes 5% or more of the original price. The cancellation is carried out through the deactivation or deletion of the respective advertisement.
2. The payment is carried out via bank transfer or electronic direct debit. The payment is due upon the entry of data to be published.
3. The advertisement is instantaneously active after entry and visible online. If Railroad Index does not receive payment for the advertisement within 7 business days, the advertisement will be deleted and removed from the database.
4. The customer shall only be entitled to offset payments against a counterclaim if the counterclaim is legally established or undisputed.
5. The customer understands that it is necessary to receive bills electronically.
6. If the payment results in a return debit note, for example due to insufficient funds, the Railroad Index will add an administration fee of EUR 9.30 per incident to cover the accrued bank fees.

§ 5 Responsibility of the customer

1. The customer is solely responsible for the content of his posting.
2. The placement of content in the database implies the absolute legal capacity of the customer. The customer must register before posting an advertisement. The customer is required to enter truthful information when registering.
3. The customer must see to it that the freely published content of the advertisement is complete and that all information is factual. The customer is required to give all necessary data for future contracts in the advertisement. The advertisement can be illustrated with photos where indicated by Railroad Index. The photos may only depict what is described in the advertisement. It is not permitted to publish diagrams or illustrations in place of the photo. It is also forbidden to manipulate the entered photos in any way. The customer ensures that he is in possession of the necessary copyright, right of use, and exploitation right for pictures posted and is liable independently of Railroad Index for claims by a third party which resulted from the publications of said photo.
4. It is forbidden to post content by a customer in the name of a third party without their prior express consent. It is particularly prohibited to post a telephone number or an address in the database without the consent of the parties concerned.
5. Knowingly and falsely categorising by the customer is forbidden. Railroad Index reserves the right to publish announcements in the correct category which were entered in the false category without previously notifying the customer.
6. The customer may not enter content for publication which is against existing laws (criminal law, competition law, copyright law, etc.), or infringes on the rights of a third party (name-related law, personality rights, trademark laws, etc.). The customer fully exempts Railroad Index from any requirements of a third party that arise from the publication of an advertisement or photo and fully overtakes the costs of any necessary legal fees resulting from said publication on Railroad Index.
7. The customer guarantees that the necessary files conveyed are virus-free. Railroad

Index can delete files which contain viruses without fulfilling the customer's entitlements. Railroad Index reserves a claim for damages caused by viruses.

8. The inclusion of service telephone numbers in the advertisement, which the caller is directly or indirectly charged special fees when connected, in particular telephone numbers with the prefix 0190 or 0900, is forbidden. Such entries can be deleted by the Railroad Index and can lead to permanent exclusion of the customer from offers made by Railroad Index.

§ 6 Liability for the contents of the advertisement

Railroad Index is not obligated to screen or check the ad content of the customer for its legal requirement or for possible damages to a third party. If Railroad Index becomes aware of forbidden contents or illegal activity, it is justified in deleting the content or deactivating the advertisement, wholly or in part, without notifying the customer. A deletion will take place particularly if the advertisement's text or other displayed data shows adverse or improperly used content which violates the rights of a third party or violates these general terms and conditions. Railroad Index has the right, to this extent, to remove certain passages or parts of the advertisement without prior notification. The customer cannot make any claim against the Railroad Index for this action.

§ 7 Privacy Policy

Personal data is collected, processed, or used by Railroad Index only if it is legally permitted or if the user has given express consent. The collection, processing, and use of data is legally permitted on the grounds of the content arrangement or change of the contractual relationship as necessary (aka inventory data) and those which enable the billing for teleservices (use and billing data). Billing data, as far as itemization is required, may also be saved after the end of use for accounting purposes, however for a maximum of 6 months. In the context of processing payments, Railroad Index only gives data further as necessary for the billing of the fees. If abuse should be suspected, Railroad Index is justified to store your data for longer than the legally permissible period of 6 months. The customer expressly agrees to the electronic processing of data by sending the data. The customer has the right to cancel his agreement at any time which takes effect in the future. Furthermore, after written or electronic correspondence with the Railroad Index, the customer is entitled to see the existence and range of his stored data.

§ 8 Liability for defects/guarantee

1. Railroad Index is neither a party nor the representative of a party or agent acting between the customer and possible final business. Railroad Index takes no responsibility for the preparation, conclusion, or execution of a contract.
2. Railroad Index does not guarantee the correctness or completeness of the created data or rendered declarations, identity or integrity of the customers.
3. Railroad index does not make any guarantee regarding technical defects, particularly for the uninterrupted availability of the database or its contents or for the complete and accurate reproduction of the content of an advertisement which a customer posted.
4. Should the advertisement be published with a mistake, Railroad Index will compensate the customer with a rightful payment reduction of an appropriate amount or the right to publish a mistake-fee replacement advertisement, as far as the mistake affected the of scope the advertisement. If the replacement advertisement has a mistake again, or if the Railroad Index did not act in a timely manner to publish the replacement advertisement

and no result occurred, the client can withdraw from the contract or receive a payment reduction.

5. For the matter of advertising contracts for a mutual commercial transaction, the customer is obligated to see that the entered advertisement is correct and complete and check for mistakes in the form and correct them. The customer must notify the Railroad Index of any defects in terms of an incorrect or incomplete advertisement, if the Railroad Index is to replace it. Obvious defects are to be reported immediately after publication and obscure defects are to be reported immediately after they are discovered. If defective advertisements are not reported in a timely manner, they will be considered acceptable. It remains possible for the customer to change the advertisement at any time.

6. Should the content of the advertisement or other data be lost, the customer must report it to Railroad Index immediately and, if interested, the advertisement can be newly posted. The customer may not use the Railroad Index as back-up data storage. The parties therefore agree that the customer is always in a position to reproduce the data of the advertisement without incurring costs for the Railroad Index and that in case the data is lost, the advertiser takes on any cost related to reproduction of the data. Railroad Index will take the required care of the databases and provide the proper measures for the security of the data.

7. The liability of Railroad Index is limited to the justifiable costs of the feasible recovery of the advertisement from data storage.

§ 9 Liability

1. Advertisements published on the Railroad Index are external content, for which Railroad Index is not responsible. The customer is exclusively responsible for the content of the advertisement, particularly the correctness and the legal validity. Railroad Index only makes the technical facilities available for the transmission of displayed texts to a third party.

2. Railroad Index is not liable except on the basis of gross negligence or intention by its legal representatives or its executing aides, or the violation of a substantial contractual obligation. Should there be a breach of contract, liability of the Railroad Index is limited to losses foreseeable and typical for this type of contract.

3. Railroad Index points out that it does not have influence over the organisation or contents of external sites to which it is linked. Therefore it dissociates itself expressly from all contents of all linked external sites on the homepage of Railroad Index

§ 10 Cancellation/deadline

The customer is entitled to the right of revocation §§ 312d Abs. 1 S. 1 BGB i.V.m. 355 BGB, with remote sale contracts (§ 312b BGB) provided that he is a consumer.

The customer can revoke his contractual statement within 2 weeks, in writing (e.g. letter, e-mail, fax), without stating reasons. The period begins at the earliest upon receipt of this instruction. Observation of the cancellation period enables the timely dispatch of the cancellation. The cancellation should be sent to 'Eisenbahnkartei Holger Schmitz' under the address, telephone number and e-mail address as found in the imprint section of the website. In the case of an effective cancellation, both sides are to reimburse amounts each party has received and, if applicable, performance received and emoluments taken are to be returned. If the consumer cannot refund us the payment wholly or in part or can only return it in deteriorated condition, he must compensate us with something of equal value, where appropriate. The consumer can avoid the obligation of value replacement

by avoiding the very neglect which can detract the value from the object. The right of cancellation expires prematurely if Railroad Index begins with the completion of service with the express consent of the consumer before the end of the cancellation period has begun, or when the consumer has even caused this (for example through download, upload, etc.).

§ 11 Changes in the general terms and conditions

1. Railroad Index reserves the right to change these terms and conditions at any time. The changed terms and conditions are valid then generally for the contractual relations entered starting at the time of alteration. 2. Railroad Index has the right to change its terms and conditions, also effective for current conditions. In this case the customer can object to the changes within 2 weeks of the changes taking effect. Should the customer not object within two weeks of the announcement, the changes to the general terms and conditions are considered accepted. 3. With a timely objection by the customer to the changed conditions, the Railroad Index is allowed to cancel the contract by the time the changes take effect. The related contents of the customer are then deleted from the database. The customer may not make a valid claim against Railroad Index.

§ 12 Other

Place of performance is Cologne These terms of use and the entire legal relations between user and Railroad Index are governed in accordance to the law of the Federal Republic of Germany excluding German conflict of laws provisions. Should one condition in these terms of use be invalid or incomplete, the validity of the rest of the terms of use shall remain unaffected. The invalid or incomplete condition of this agreement shall be replaced or supplemented by a regulation which is followed by the economically intended outcome. Place of venue for all arising disputes in connection with Railroad Index is, as far as legally valid, Cologne Status as of 01. Januar 2009 Last updated: 01. Januar 2009 Information valid as of: 01. Januar 2009

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