



## Terms & Conditions

for the Internet services

of Emporex GmbH

- hereinafter referred to as **owpbakery.com** –

The Russian and English translations will only be available to you for information purposes. In the case of disputes/conflicts, the German version of this document is the sole legally binding version and decisive for your relationship with Emporex GmbH.

### General

Our following Terms and Conditions are exclusively valid. These are applicable for all future business relationships, even when they are not expressly agreed upon.

We do not recognize conflicting terms and conditions or those of the user different from our Terms and Conditions, unless we had explicitly approved their validity in writing.

In registering as a user with **owpbakery.com**, you accept the following terms and conditions for use of the portal (hereinafter referred to as “Terms & Conditions”).

The user concludes the contract on the use of services of **owpbakery.com** with Emporex GmbH, Kleestr. 21 – 23, 90461 Nuremberg. Further contact information, commercial registry data as well as the names of authorized representatives of Emporex GmbH can be found at the Impressum (<http://owpbakery.com/19-0-Imprint.html>)

The user can look up, print out, and download or save these terms and conditions any time, even after the conclusion of the contract, from the link “Terms & Conditions”.

### 1. Object of the Contract

- (1) The **owpbakery.com** websites offer registered companies and private persons a closed free contact forum, with the objective of producing business contacts. Any use of the services and content offered on **owpbakery.com** websites may only occur in the scope offered/defined by **owpbakery.com**.



- (2) **owpbakery.com** makes available to other users data and/or information submitted by the user only if this data and/or information does not impact legal provisions or these Terms and Conditions. **owpbakery.com** is authorized to remove illegal content without notice from the **owpbakery.com** websites.
- (3) The user acknowledges that 100% availability of the **owpbakery.com** website is not technically feasible. However, **owpbakery.com** is making efforts to keep **owpbakery.com** websites constantly available as much as possible. In particular, maintenance, security or performance issues as well as events outside the control of **owpbakery.com** (e.g., interference of public communication networks, power failures, etc.), can lead to short-term interferences or temporary suspension of service on **owpbakery.com** websites.
- (4) **owpbakery.com** offers users a platform only in order to give them the opportunity to make contact with other users. For this purpose **owpbakery.com** provides technical applications that facilitate general contact among users. **owpbakery.com** does not share in the content of communication between users. If contracts between users are concluded via **owpbakery.com** websites, **owpbakery.com** does not participate therein and is therefore not a contract partner. The users alone are responsible for the content and fulfilment of contracts concluded among one another. **owpbakery.com** is not liable if contact via the **owpbakery.com** website in connection with such a contract between users falls through.

## 2. Rights and Obligations of the User

- (1) The user must register before claiming right to the services of **owpbakery.com** websites. The user ensures that all information entered by him in the registration is true and complete. The user must immediately notify **owpbakery.com** of changes to his user information. The user may not use pseudonyms.
- (2) By concluding the registration process, the user submits a proposal to conclude the contract on the use of services of the **owpbakery.com** website. **owpbakery.com** accepts this proposal by activating the user for the services of the **owpbakery.com** website. With this acceptance, the contract between the user and **owpbakery.com** comes into effect.
- (3) Every user may only register once and create only one user profile.



#### **(4). Right to Cancellation**

##### **INSTRUCTIONS FOR CANCELLATION**

**Users have a legal right of cancellation**

##### RIGHT OF CANCELLATION

AS A USER YOU CAN CANCEL YOUR CONTRACTUAL STATEMENT WITHIN TWO WEEKS IN A TEXT FORMAT (E.G., LETTER, FAX, EMAIL) WITHOUT INDICATING A REASON.

THE TERM BEGINS AFTER RECEIVING THIS INSTRUCTION IN A TEXT FORMAT, BUT NOT BEFORE THE CONCLUSION OF THE CONTRACT.

MAILING THE CANCELLATION ON TIME SUFFICES FOR OBSERVING THE CANCELLATION TERM.

THE CANCELLATION MUST BE SENT TO:

EMPOREX GMBH  
O´BRIENSTRABE 2  
91126 SCHWABACH GERMANY  
EMAIL: INFO@EMPOREX.DE  
PHONE: 09122/ 830582  
FAX: 09122/ 830585  
EMAIL: INFO@OWPBAKERY.COM

##### CONSEQUENCES OF CANCELLATION:

IN THE EVENT OF AN EFFECTIVE CANCELLATION, THE MUTUALLY RECEIVED SERVICES MUST BE REIMBURSED AND APPLICABLE BENEFITS (E.G., INTEREST) ISSUED. IF YOU CANNOT REIMBURSE US FOR THE SERVICES RECEIVED IN WHOLE OR IN PART OR ONLY REIMBURSE TO A LESSER EXTENT, YOU MUST COMPENSATE FOR THEIR VALUE TO THE EXTENT APPLICABLE.

OBLIGATIONS FOR REFUNDING PAYMENTS MUST BE FULFILLED WITHIN 30 DAYS. THE TERM BEGINS FOR YOU WITH THE MAILING OF YOUR CANCELLATION STATEMENT, FOR US WITH ITS RECEIPT.

YOU CANCELLATION RIGHT FOR A SERVICE LAPSES PREMATURELY IF YOUR CONTRACT PARTNER HAS BEGUN RENDERING THE SERVICE WITH YOUR EXPRESS CONSENT BEFORE THE END OF THE CANCELLATION PERIOD OR YOU HAVE INITIATED THIS YOURSELF.

- End of the cancellation instructions -



- (5) The user must make only true statements in his profile and his communication with other users, and especially use no pseudonyms. Furthermore, the user undertakes to observe the applicable laws as well as all rights of third parties in using the content and services on the **owpbakery.com** website. The user is prohibited from using offensive or slanderous content, regardless of whether this content concerns other users, **owpbakery.com** employees or other persons or companies, unreasonably harassing other users (particularly with spam), using legally protected content without being authorized to do so, or soliciting, offering or selling legally protected goods or services.
- (6) The user may not use mechanisms, software or scripts in connection with the use of **owpbakery.com** websites. The user may only use the interfaces or software made available to him by **owpbakery.com** in the context of the services offered on the **owpbakery.com** website.
- (7) The user is further prohibited from blocking, overwriting, modifying, or copying content or applications of the **owpbakery.com** websites, if this is not required for proper use of the services of the **owpbakery.com** website.
- (8) Further, the user is not authorized to distribute or publicly reproduce content of the **owpbakery.com** websites or of other users.
- (9) The customer must ensure that the network infrastructure of **owpbakery.com** or parts thereof are not overburdened by excessive use.
- (10) The user is further prohibited from transferring addresses of the registered firms to other systems or to third parties, particularly from selling to providers of address information.
- (11) The user must keep the password secret. The user will immediately notify **owpbakery.com** / E-Mail: [info@owpbakery.com](mailto:info@owpbakery.com) of defects, interferences, and changes made by third parties to his user profile on **owpbakery.com**.

### 3. Reservation to Service Change

**owpbakery.com** reserves the right to suspend or otherwise change the services offered on the **owpbakery.com** website at any time. This also includes a change in user terms and conditions. **owpbakery.com** particularly reserves the rights to introduce a fee for individual services. The company shall inform the user hereof in advance.



#### 4. Freedom from the Cost of Membership and Termination of the Contract

The use of the **owpbakery.com** websites is free of charge both for registered companies as well as for private persons.

The user may cancel the free membership at any time—particularly after receiving information on changes of the rights of use or an offer of a user relationship—without indicating reasons. The cancellation can be made with the contact form available on each page of the **owpbakery.com** website. For the cancellation, the user name and a registered email address of the user must be indicated on the **owpbakery.com** website.

**owpbakery.com** is authorized to cancel the user relationship with a notice of two weeks without stating reasons.

Independently hereof, **owpbakery.com** can cancel the contract without notice if the continuation of the user contract up to the expiry of the two-week cancellation period for **owpbakery.com** is not reasonable in consideration of all circumstances of the individual case and when assessing the interests of **owpbakery.com** and the user.

This applies in particular:

- when applying to initiate insolvency proceedings, as well as refusing to initiate insolvency proceedings due to lack of measures or giving a sworn statement or a similar proceeding, in each case by the user
- for a not insignificant violation of obligations from the user contract that cause the loss of the mutual basis of trust/business

#### 5. Responsibility for Content of User Data or Information

**owpbakery.com** does not assume responsibility for the content, data and/or information provided by the users of the **owpbakery.com** websites or for content of linked external websites. **owpbakery.com** particularly does not guarantee that this content is true, can fulfil a certain objective or serve such a purpose. If the user observes illegal use or use contrary to the contract of the **owpbakery.com** websites (including false identities), he can report this with the contact form <http://owpbakery.com/22-0-Contact.html> available on every page of the **owpbakery.com** websites.



## 6. Customer Service/Support

The customer can communicate questions and explanations regarding his contract with Owpbakery.com under or at the services of **owpbakery.com** via the contact form (link) accessible on every page of the **owpbakery.com** website or by fax or letter.

## 7. Liability

**owpbakery.com** is liable according to these terms and conditions only as required by the following conditions in (a) through (e)

- (a) **owpbakery.com** is liable without limitation for deliberate or grossly negligent damage caused by **owpbakery.com**, its legal representatives or executives as well as for deliberately caused damage of other agents; for gross negligence of other agents, the liability according to the provisions for slight negligence detailed in (c) below is determinant.
- (b) **owpbakery.com** is liable without limitation for deliberate or negligently caused injury to life, limb or health by **owpbakery.com**, its legal representatives or agents.
- (c) **owpbakery.com** is liable for damages from the injury of cardinal duties by **owpbakery.com**, its legal representatives or agents; cardinal duties are the essential duties that form the basis of the contract, that were decisive for the conclusion of the contract and in whose fulfilment the user may trust. If **owpbakery.com** has negligently infringed these cardinal duties, its liability is limited to the amount foreseeable for **owpbakery.com** at the time of the particular performance.
- (d) **owpbakery.com** is liable for the loss of data only up to the amount that would have accrued in proper and regular security of data for its reproduction. **owpbakery.com** is not liable for data theft by third parties, except for the case that owpbakery.com can be accounted for culpable negligence.
- (e) Further liability of **owpbakery.com** is excluded on the merits of the case.



## 8. Exemption from Claims

The user exempts **owpbakery.com** from all claims, including damage replacement claims, that other users or third parties assert against **owpbakery.com** for infringement of their rights through content posted by the user on **owpbakery.com** websites. The user further exempts **owpbakery.com** from all claims, including damage replacement claims, that other users or third parties assert against **owpbakery.com** for infringement of their rights through the use of services of **owpbakery.com** websites by the user. The user assumes all costs accruing to **owpbakery.com** due to infringement of third party rights, including the costs for legal defence. All other rights and damage replacement claims of **owpbakery.com** remain unaffected.

The aforementioned obligations of the user do not apply if the concerned infringement of rights cannot be attributed to the user.

If the rights of third parties are infringed by the user's content, the user shall provide **owpbakery.com** with the right to use the content at the choice of **owpbakery.com** at the user's own cost or design the content free of protection rights. If the user infringes third party rights through the use of services of **owpbakery.com** websites, the user shall immediately stop the use contrary to the contract and/or illegal use at the request of **owpbakery.com**.

## 9. Data Protection

**owpbakery.com** is aware that it is extremely important to the users that all personal data the users communicate to **owpbakery.com** be treated as particularly sensitive. **owpbakery.com** therefore observes all applicable legal data protection provisions like German Data Protection Acts und European privacy policies. **owpbakery.com** will not forward the personal data of users to third parties without authorization or make it known to third parties. Details on processing user data are regulated in the privacy policy of **owpbakery.com**, which are accessible from each of the **owpbakery.com** websites under <http://owpbakery.com/161-0-Privacy-Policy.html>



## 10. Rights to Content

The user grants to **owpbakery.com**, in setting up his contribution to a forum, an unlimited, irrevocable and non-transferrable right of use to the particular contribution which authorizes **owpbakery.com** for any type of recovery, particularly for permanent provision of the contribution to the appropriate forum and on its pages as well as on the websites of its cooperation partners as well as for other marketing of the forum, as long as the overriding interests of the originator are not opposed thereto.

**owpbakery.com** thus has the right of use to all contributions to all discussion forums administered by it. Reproduction or use of the contributions or their content in other electronic or printed publications is not permitted without the express written consent of **owpbakery.com**. Copying, downloading, broadcasting or distributing as well as saving the content of **owpbakery.com** or third parties is not permitted without their express consent.

## 11. Final Terms and Conditions

The contract and its amendments must be in writing. There are no collateral agreements.

**owpbakery.com** reserves the right to amend these terms and conditions at any time without citing reasons, unless these are unacceptable for the user. **owpbakery.com** shall inform the user of any amendments of the terms and conditions in a timely fashion. If the user does not deny the validity of the new terms and conditions within two weeks after receiving the notice, the amended terms and conditions shall be considered accepted by the user. **owpbakery.com** will refer the user in the notice to his right to cancellation and the significance of the cancellation period.

Unless otherwise agreed, the user can issue all statements to **owpbakery.com** via email with the contact form accessible from each of the **owpbakery.com** websites or transmit these via fax or letter to **owpbakery.com**. **owpbakery.com** can issue a statement to the user via email, fax, or letter to the address(es) that the user has indicated in his user account current contact information.

Should individual provisions of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected. The contract partner commits to replacing an invalid provision with a valid provision which in its contractual content comes as close as possible to the economically desirable intent and purpose of the invalid provision. The same applies for contractual gaps.



In no way does this contract or the use of the proposal establish a joint venture partnership, employment relationship or agency relationship between **owpbakery.com** and the respective user.

The court of jurisdiction is Nuremberg, Germany, if the user is a merchant (Kaufmann) in the sense of the German Commercial Code, legal person under public law (juristische Person des öffentlichen Rechts) or a special public fund (öffentlich-rechtliches Sondervermögen). The same applies if the user is not domiciled or has no conventional residence in the Federal Republic of Germany when filing a complaint.

The place of fulfilment is the registered office of Emporex GmbH, Nuremberg, Germany.

The law of the Federal Republic of Germany applies under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), under exclusion of the private international law.

These terms and conditions are saved by **owpbakery.com** and accessible for every user at the URL <http://owpbakery.com/160-0-Terms--Conditions.html> in German, English, and Russian.