

DATA PROTECTION POLICY

Effective on February 08, 2021

INTRODUCTION

These TERMS AND CONDITIONS and any Service Specific Terms (the “Terms”) govern, in conjunction with, if applicable, addendums (collectively with the Terms, the “Agreement”) use of this platform (“Platform”) provided by ohhh! foundation e. V. (“ohhh!”).

The Platform is an online service, which provides information and functions with relation to sexual health. It provides a space to exchange, learn and get help. The Platform never replaces the occupation of medicines, pharmacies or other officials. It includes websites, mobile apps and other services in order to facilitate the communication between the end user and the Platform. It is owned and operated by ohhh!.

In addition to this Agreement, ohhh! may provide you with additional policies and terms that are tailored to how the Platform is used by ohhh!, such as the Data Protection Policy. We urge you to review any such additional policies and terms, and to contact us should you have any questions.

We reserve the right to amend this Agreement, our Data Protection Policy at any time and without notice. When we update these Terms, we will revise the “Effective Date” date above and post the new Terms online, make it available through the Platform, and communicate it to the users. ohhh! will be responsible for notifying you, and may elect to do so through the Platform, or through any other possible and suitable medium. We encourage you to regularly check back on this page to ensure you are up to date with any changes. If you object to any changes, you may refer to us. Your continued use of the Platform after we publish or send a notice about our changes to these Terms means that you are consenting to the updated Terms.

USE OF THE PLATFORM

Your use of the Platform, as authorized by ohhh!, is subject to these Terms, as well as any additional policies and terms provided by ohhh!. ohhh! reserves all rights not expressly granted herein. ohhh! may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Platform without notice and liability, if, in their respective determination, you violate any of these Terms or for any other legal reason.

By providing ohhh! your email address you consent to our using the email address to send you Platform-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages relevant to your use of the Platform. When giving consent to the above or, if applicable by creating an account on the Platform, you may select the particular types of notifications you want receive through the Platform. However, you will have the right to unsubscribe and/or object to these notifications at any time.

USER CONTENT

In your use of the Platform, you may upload, post, provide, publish, display, comment on, like, link to or otherwise make content available via the Platform (collectively, “User Content”). You grant to ohhh!, a worldwide, transferable and sublicensable right to copy, modify, distribute, display, and process all of the User Content you make available via the Platform always in accordance and limited to the legal standards of GDPR and other relevant privacy laws.

You are solely responsible for the User Content that you make available via the Platform. You agree that we may access, store and use any information that you provide in accordance with the terms of the Data Protection Policy and your choices (including settings) in your account, if applicable.

In addition, notwithstanding anything to the contrary, ohhh! may use and distribute statistics based on your use of the Platform for its internal purposes as described in the Data Protection Policy. By submitting suggestions or other feedback regarding any of our services, you agree that we can use and share (but do not have to) such feedback for any purpose without compensation to you.

ohhh! will make the best efforts possible to contain useful, accurate, up-to-date and no-hate information on the Platform. However, ohhh! is not responsible for policing the Platform or any Service Provider on it or User Content. ohhh! does not and will not have any obligation to review Service or User Content, and therefore we do not guarantee the accuracy, integrity, or quality of Service or User Content and we cannot assure you that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful, or otherwise objectionable Service or User Content will not appear on our Platform. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any Service or User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Platform, is solely your responsibility. ohhh! is not responsible for any public display or misuse of your User Content. We do, however, to the extent permitted by law, reserve the right to review any or all User Content in our sole discretion and reserve the right to remove any User Content, in whole or in part. UNDER NO CIRCUMSTANCES

WILL ohhh! BE LIABLE IN ANY WAY FOR ANY USER CONTENT POSTED ON OR MADE AVAILABLE THROUGH A SITE BY YOU OR ANY OTHER USER.

SERVICE USAGE RESTRICTIONS

You agree that you will:

- Abide by and comply with these Terms;
- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, and regulatory requirements;
- Comply with all terms of use and similar rules concerning your use of any SNS or other third-party platform or service;
- Provide accurate information to us and keep it updated;
- Use the Platform in a professional manner.

You agree that you will not:

- Act in an unlawful or unprofessional manner in connection with the Platform, including being dishonest, abusive or discriminatory;
- Post User Content that infringes upon any rights of any third party, including but not limited to any intellectual property rights, privacy rights, and rights of publicity;
- Post User Content that: is harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, airing personal grievances or disputes, or otherwise inappropriate or objectionable;
- may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, or physical or mental illness;
- may create a risk of any other loss or damage to any person or property;
- may constitute or contribute to a crime or tort;
- contains any information or content that is illegal;
- contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- or contains any information or content that is not correct or current.
- Disclose information that you do not have the consent to disclose (such as confidential information of others);
- Copy, use, disclose or distribute any information obtained from the Platform, whether directly or through third parties (such as search engines), without the consent of ohhh!, except for the sharing of Service or User Content made specifically available for sharing through the Platform;
- Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example,

- do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission;
- Violate the intellectual property or other rights of ohhh!;
 - Post anything that contains software viruses, worms, or any other harmful code;
 - Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Platform or any related technology; Attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Platform;
 - Take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
 - Upload invalid data, viruses, worms, or other software agents through the Platform;
 - Create a User profile for anyone other than yourself;
 - Interfere with the proper working of the Platform; Override any security feature of the Platform;
 - Collect or harvest any personally-identifiable information, including user or account names, from the Platform;
 - Solicit contact information or other personal information from Users you don't know, without authorization;
 - Rent, lease, loan, trade, sell/re-sell access to the Platform or related data;
 - Sell, sponsor, or otherwise monetize the Platform;
 - Remove any copyright, trademark or other proprietary rights notices contained in or on the Platform;
 - Use the Platform for tasks that it is not intended for.

INTELLECTUAL PROPERTY RIGHTS

Except to the extent expressly stated otherwise in the Agreement, neither party will acquire any right, title or interest in any Intellectual Property Rights owned or licensed by the other party.

THIRD-PARTY WEBSITES, ADVERTISERS AND SERVICES

The Platform may contain links to third-party websites or advertisers, as well as certain third-party services that ohhh! may integrate with the Platform, i.e. human resource or information management systems (collectively "Third-Party Services"). We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any Third-Party Services. If you access a Third-Party Service from the Platform, you do so at your own risk, and you understand that these Terms and the Platform's Data Protection Policy do not apply to your use of such sites. Additionally, your dealings with or participation in promotions

of advertisers found on the Platform, including payment and delivery of goods or information, and any other terms (such as warranties) are solely between you and such advertisers. You agree that ohhh! will not be responsible for any loss or damage of any sort relating to your dealings with such advertisers or any Third-Party Service. We encourage you to be aware of when you leave the Platform, and to read the terms and conditions and data protection policy of any Third-Party Service that you visit.

INDEMNITY

You agree to defend, indemnify, and hold harmless ohhh! and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Platform; (ii) your violation of any of these Terms, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, rights of publicity or any intellectual property rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content you submit; or (vi) any other party's access and use of the Platform with your unique username, password or other appropriate security code.

NO WARRANTY

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ohhh! AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT ANY CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS; THAT THE PLATFORM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. ohhh! DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT

OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND DYNAMIC SIGNAL WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ohhh!, ITS AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY 7 DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS PLATFORM. UNDER NO CIRCUMSTANCES WILL ohhh! BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORM OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ohhh! ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR PLATFORM; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR PLATFORM BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE PLATFORM; AND/OR (VII) ANY CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ohhh! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

GENERAL

The laws of the Federal Republic of Germany will govern these Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Hamburg for the purpose of litigating all such claims. 8 We may notify you via postings on our website, via email, or any other means to the contact address you provide to us. All notices given by you or required from you under these Terms will be in writing and addressed to:

ohhh! foundation e.V.,
Erik-Blumenfeld-Platz 27,
22587 Hamburg
Germany

contact@ohhh.org

ENTIRE AGREEMENT

The Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into the Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in the Agreement.

FORCE MAJEURE

Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

SEVERABILITY

If any term (or part of a term) of the Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

DISCLAIMERS PROFESSIONAL OR MEDICAL ADVICE GIVEN

„The contents of this platform, such as text, graphics, images, and other material contained ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something

you have read on this platform! If you think you may have a medical emergency, call your doctor or 911 immediately. The Platform and ohhh! does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the platform.“

VIEWS EXPRESSED DISCLAIMER

“All views, thoughts, and opinions expressed in possible articles and posts belong solely to each author, and not necessarily to the author's employer, organization, committee or other group or individual.”

OFFENSIVE CONTENT

Some content or material on this platform may be upsetting or sensitive and may or may not be the opinions, ideas or beliefs of the user. ohhh! does not endorse such content or material and informs that you agree to use the platform at your own risk.

MAP POLICY

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