

General Terms and Conditions caniva.com

§ 1 General, scope of application

These General Terms and Conditions of Business apply to all legal relationships of Dögel GmbH, Geltestraße 9, 06184 Kabelsketal OT Dölbau, (hereinafter referred to as: "Provider") with respect to the users of the website www.caniva.com and all sub-pages (hereinafter also referred to as: "Website"). Anyone who registers on the Internet site, registers for an event via guest access or otherwise concludes a contract with the Provider for the use of the Internet site is considered a user.

2) Deviating regulations of the users do not apply, unless the provider has expressly confirmed this in writing. Individual agreements always have priority.

3) The contract text is not stored by the provider after the conclusion of the contract and is therefore not accessible. The contract language is German. The user can call up, save and print out these General Terms and Conditions.

The business relations between the provider and the user are subject to the law of the Federal Republic of Germany. In the case of consumers, this choice of law applies only insofar as the granted protection is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence. The validity of UN sales law is excluded.

5 The place of jurisdiction is Halle (Saale), provided the user is a merchant, a legal entity under public law or a special fund under public law.

§ 2 Services of the provider, contents of the website

1. caniva.com is a management system for events, which was developed for the use of clubs, associations, dog sportsmen, exhibitors or other persons interested in dog events. www.caniva.com is an interactive platform where dog sportsmen, breeders and service dog handlers or other persons interested in dogs can inform themselves, create dog sports events and register for dog sports events. Furthermore, caniva.com offers a detailed overview of registered events as well as the available information.

2 The provider may refer users of the website to third-party content and applications of third parties (hereinafter "third-party content") through links. Such third-party content is clearly identified by a corresponding notice. If and to the extent that the conclusion of a contract is offered in connection with such third-party content, this shall be concluded exclusively with the respective provider.

3. the provider may restrict access to its own services if the security of network operation, the maintenance of network integrity, in particular the avoidance of serious disturbances of the network, the software or stored data so require.

§ 3 Use as unregistered user/participation as guest

1. visiting the website is also possible without registration. An active use of the possibilities of the Internet page is not possible, however, but only the viewing of the events and a message as a guest.

§ 4 Use as registered user

1. The active use of www.caniva.com is done by registering on the website www.working-dog.com. www.caniva.com is a subpage of the website www.working-dog.com. Its General Terms and Conditions also apply accordingly to the subpage www.caniva.com. It is also possible to visit www.caniva.com without registration. An active use of the possibilities of the internet page is not possible, however, but only the viewing of information about dog sport events posted by other users.

The registration is carried out by registration or the opening of a user access as whereby each user accepts these general terms and conditions. With the completion of the registration process, a contract between the provider and the respective user for the use of the website (hereinafter referred to as: "contract of use") is concluded. Until completion of the registration access, the user can make his entries directly in the corresponding input fields using the usual keyboard and mouse functions. The provider confirms the conclusion of the user contract to the user by e-mail. There is no claim to the conclusion of a user contract. Minors require the consent of their parents for registration.

3. each user may have only one access; a transfer of the access is not permitted.

4. the data requested by the Provider during registration must be provided completely and correctly, e.g. first and last name, current address (no P.O. Box) and telephone number, valid e-mail address. If the data provided changes subsequently, the user is obliged to correct the information immediately.

5. during registration, users enter a user name and choose a password. Communication between the provider and the users takes place via the e-mail address provided. Users must keep their password secret.

6) Every user is obliged to inform the provider immediately if there are any indications that his access has been misused. Each user is generally liable for all activities carried out using his access and indemnifies the provider from any claims for damages by third parties, unless the user is not responsible for the abuse.

§ 5 Duration of the contract of use, discontinuation of the website by the provider

1. the duration of the contract of use begins with the first registration or guest registration and is valid for an indefinite period. The user may terminate the user contract at any time in writing or by e-mail.

3) The provider reserves the right to discontinue the entire website. He will inform the users about this at least 6 weeks in advance by e-mail and will refund any existing credit immediately to the respective users.

4. the right of extraordinary termination remains unaffected.

§ 6 Fees for use

1. the use of www.caniva.com is free of charge.

2. the organizer of a dog sport event is free to use the integrated Paymenttool on www.caniva.com. This includes the payment, for example of starting fees, via PayPal. The general terms and conditions of PayPal apply to the use of the integrated Paymenttool accordingly.

3. 12.5% of the registration fee is charged for the use of the integrated payment tool. This service flat rate will be invoiced 4 weeks after the end of the event.

The organizer is free to pass on the service flat rate to the participant or to charge a service flat rate of his own. The total price selected by the organizer is charged to Dögel GmbH by order and on account of the organizer as third-party money.

5) Amounts already received can be called up by the organizer every 7 working days except for a security retention of 20%. The distribution will be made within 7 working days after the call. Outstanding amounts including the retained 20 % will be distributed 4 weeks after the end of the event under consideration of the settlement.

6. the provider reserves the right to increase the service fee for the integrated payment tool. The applicable service flat rate will be communicated to the user at the time of the conclusion of the contract.

§ 7 Obligations of conduct of the users, exemption in case of violations

1) The contributions of the users on the website are not checked by the provider. However, if the provider becomes aware that a user's contribution violates these General Terms and Conditions or legal regulations, the illegal content will be removed immediately or access to it will be blocked.

2. the user alone is responsible for ensuring that he/she has all rights with regard to the content published by him/her and that no rights of third parties are infringed upon as a result. If, for example, pictures are to be uploaded on which, in addition to the user himself, one or more other persons can be identified, the upload of the picture file may only be carried out with their consent. The user irrevocably and free of charge grants the provider the right to use and exploit the content provided by him on the website, which is unlimited in terms of space, time and content. In no case do contents represent the opinion of the provider and the provider does not adopt them as his own.

3) Each user undertakes not to use the offer of the website to publish contents or to transmit messages which or the posting of which- are immoral, pornographic, racist or otherwise objectionable,- are unobjective or intentionally untrue,- infringe the rights of third parties, in particular copyrights,- otherwise violate applicable laws or contain viruses or other computer programs that can damage software or hardware or impair the use of computers,- are surveys or chain letters or disguised advertising, or- serve the purpose of collecting and/or using personal data of other users, especially for business purposes.

4) Should the provider learn of a violation of the above provisions, he reserves the right to change or delete the offer. Should third parties assert claims for damages against the provider due to such a violation, the responsible user must indemnify the provider from this.

§ 8 Blocking

1. the provider can take the following measures if there are concrete indications that a user is violating legal regulations, rights of third parties or these General Terms and Conditions, or if the provider has any other justified interest, in particular to protect other users

- Warning of users,

- Temporary, partial or permanent suspension.

2. the provider can also exclude a user definitively from active use of the website (permanent ban) if he/she has provided false contact data during registration, in particular a false or invalid e-mail address, if he/she causes considerable damage to other users or providers or if there is another important reason.

3. as soon as a user has been temporarily or permanently blocked, he may no longer use the website with other user accesses and may not log in again.

§ 9 System integrity and malfunction of the website

1. users may not use any mechanisms, software or other scripts in connection with the use of the internet site which may disturb the functioning of the internet site, in particular those which enable the generation of automated page calls or page impressions

2. users may not take any measures that could result in an unreasonable or excessive load on the infrastructure.

3. users may not block, overwrite or modify any content generated by the provider or interfere with the website in any other way.

§ 10 Responsibility for contents, liability

The provider assumes no responsibility that the information and documentation made available on the website is complete and correct and corresponds to the current status. This also applies to all links contained on the website. The provider is not responsible for the content of a page that is reached via such a link.

2) Outside the liability for material and legal defects, the provider is liable without limitation if the cause of damage is based on intent or gross negligence. The provider is also liable for the slightly negligent violation of essential obligations (obligations whose violation endangers the achievement of the purpose of the contract) as well as for the violation of cardinal obligations (obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the user regularly relies), but only for the foreseeable, contract-typical damage. In particular, the Provider shall only be liable for the loss of data to the extent of the expense incurred if the User has carried out a data backup regularly and in a manner appropriate to the application, thereby ensuring that lost data can be restored with reasonable effort. The Provider shall not be liable for the slightly negligent breach of other obligations than the aforementioned obligations. Liability for compensation for indirect damages, in particular for lost profits, shall only exist in the event of intent or gross negligence on the part of legal representatives, executive employees or other vicarious agents of the Provider.

3. the limitations of liability of the preceding paragraph do not apply in the case of injury to life, body and health, for a defect after the assumption of a guarantee and for fraudulently concealed defects.⁴ If the liability of the provider is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

§ 11 Processing of personal data

1. the processing (collection, storage, use, transfer and publication) of personal user data is necessary for the execution of the contractual relationship. The data processing is based on data processing for the purpose of fulfilling contracts (Art. 6 para. 1b) DSGVO, on a weighing of interests (Art. 6 para. 1f) DSGVO) and for the purpose of fulfilling a legal obligation (Art. 6 para. 1c) DSGVO).

For data processing that must be carried out due to the user's consent, the consent of the respective users is obtained in advance by means of an opt-in.

The person responsible for data processing on this website is

Dögel GmbH
Geltestraße 9
06184 Kabelsketal OT Dölbau
Phone: +49-34602-9991-0
e-mail: info@caniva.com

2. personal user data will only be passed on to third parties to the extent necessary for the execution of the contractual relationship. The circle of recipients consists of associations, clubs, other users, payment service providers and organizers.

3. a transfer and publication of personal user data to the portal working-dog.com takes place within the framework of the fulfilment of the contract, but does not constitute a transfer to third parties, as the processing body and person responsible for caniva.com and working-dog.com are identical.

4. the collection of data can either be done by the user himself or by transfer through third parties (associations, clubs, organizers, judges or payment service providers).

5. further details on data processing can be found in the privacy policy in the imprint on the website <https://www.caniva.com/imprint>.

Instruction about the right of withdrawal for distance selling contracts

1. right of withdrawal:

The user may revoke his contractual declaration in writing (e.g. letter, fax, e-mail) within 14 days without stating reasons. The period begins after receipt of this instruction in text form, but not before the conclusion of the contract and also not before the fulfillment of our information duties according to article 246 § 2 in connection with § 1 para. 1 and 2 EGBGB as well as our duties according to § 312g para. 1 sentence 1 BGB in connection with article 246 § 3 EGBGB. The timely dispatch of the revocation suffices to comply with the revocation period. The revocation is to be addressed to:

Information according to § 5 TMG

Dögel GmbH
Geltestraße 9
06184 Kabelsketal OT Dölbau
Represented by: Mathias Dögel
Phone: +49-34602-9991-10
fax: +49-34602-9991-99
e-mail: info@caniva.com
Register court: HRB Stendal
Register number: 17042
Sales tax ID no.: DE 278633755

2. consequences of withdrawal:

In the event of an effective cancellation, the services received by both parties are to be returned and any benefits derived (e.g. interest) surrendered. If you are not able to return the received services and benefits (e.g. advantages of use) or only partially or in a deteriorated condition, you must compensate us for the value. This can lead to the fact that you must nevertheless fulfill the contractual payment obligations for the period until the revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation, for us with its receipt.

3. special notes:

Your right of revocation expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of revocation.