

Content Guidelines for Apps in the VZ-networks

In order to fulfil our responsibility towards our users and to provide for a uniform appearance of Apps in the VZ-networks, we have compiled the following Content Guidelines. They are an integral part of both the [Sandbox Standard Terms and Conditions of Business](#) (STCs) and the [Terms and Conditions for Platform Integration](#).

1. Basic principles

1.1. It is exclusively the responsibility of VZnet Netzwerke Ltd. (VZnet) to assess whether an App complies with the Content Guidelines set out below. In particular, VZnet shall be entitled to subject the suitability and admissibility of the Apps for schülerVZ [pupilsVZ], accessible under www.schuelervz.net, to a stricter test, having regard to German laws (e.g. the Jugendschutzgesetz - Youth Protection Act) and case law, as well as the relevant legal requirements (e.g. voluntary self control by the media) for the protection of the users.

1.2. The developer himself or the company on behalf of which he acts (hereinafter „Provider“) is responsible for compliance with the Content Guidelines.

1.3. The App, its links, and the services offered on the linked Internet sites must be directed at consumers and comply with the requirements set out in the Content Guidelines.

1.4. The users must at all times have control of the functioning of the App and the data processed there.

1.5. Where these Terms and Conditions contain requirements for „Apps“, these are always applicable to the Provider, the complete content of the App, and the linked internet sites.

2. Fundamental types of Apps

2.1. There are two fundamental types of Apps: Apps that require internal visibility (clause 2.2) and Apps that require external visibility (web view)(clause 2.3).

2.2. Apps with internal visibility are Apps that show the information of the App's users exclusively within the VZ-networks.

2.3. Apps with external visibility (web view) are Apps that are also used on the external internet sites of the Provider or third parties (e.g. other social networks) and can accordingly be accessed publicly. The user can therefore be seen by other users of the same App who are not registered on the VZ-networks, as well as on other internet sites.

3. Obligatory entries

3.1. In each App, the Provider of the App must be clearly recognisable. The name and email address of the Provider are to be displayed to the user as information to the App.

3.2. Site information within the meaning of § 5 Telemediengesetz [Telemedia Act] (TMG) must be accessible in the App itself or via an Internet or VZnet page (special group or special profile). The site information must be easy to find any may under no circumstances be more than two clicks away. Furthermore, Apps must contain a link to the General Terms and Conditions and legal data protection provisions that are valid for the App, so that the user can call up and print out this information at any time. In so far as required by law, information concerning the data processing must also be obtainable via the link.

3.3. Where the Provider requests consent from the user under data protection provisions, the request may only be made in the manner prescribed under § 13 Telemediengesetz [Telemedia Act] (TMG) in combination with § 4a Bundesdatenschutzgesetz [Federal Data Protection Act] (BDSG). In particular, the consent must be active and voluntary, revocable at any time and must be recorded.

3.4. References to contractual terms and conditions of the Provider must be formulated in compliance with the law and clearly and in a way that cannot be misleading. Before the conclusion of the contract the user must be in a position, through the links to the site info, the General Terms and Conditions, and the Data Protection Declaration, to understand all its terms.

3.5. In all App views – in particular the preview for the App – the STCs and data protection declaration as well as any information concerning the data processing must be integrated and clearly visible per link. No consent under data protection provisions which is contained in data protection declarations of the Provider can be obtained by the addition of an App.

3.6. The Provider must inform VZnet in which country or in which countries the data processing in the App takes place (so-called „site of the App“). With each App, the site of the App is to be displayed to the user.

3.7. The Provider of the App is exclusively responsible for the obligatory entries under clause 3 - both in respect to their creation and renewal as well as in respect to their legal examination. Notes of missing data through VZnet serve exclusively the compliance and enforcement of the Content Guidelines and the further contractual agreements with the Provider. Accordingly, notes do not guarantee that the obligatory entries comply with the required legal guidelines.

4. Language

4.1. In Apps, the language is automatically to be used which corresponds to the basic linguistic setting of the respective user of the VZ-networks. This information is retrievable via the App. Should an App not support any of the language settings offered, this is to be displayed clearly to the user in the App. An App must always support the German language.

4.2. Apps must use an appropriate linguistic style. In particular, no obscene and/or vulgar language style may be used.

4.3. The requirements of Clause 7 of these Guidelines apply correspondingly to the text in the Apps.

5. General functions

5.1. An App must offer an added value for the VZ-networks. It must serve the entertainment of the users of the VZ-networks (hereinafter „Users“) or allow an interaction and communication between the Users in a manner which goes beyond the normal use of the platform.

5.2. An App and the web sites linked with it may not be structured in such manner that they mislead or misdirect the User.

5.3. Neither Apps nor their interlinks may call upon either all or any individual VZ User(s) to do something by pretending that another VZ User has already done so.

5.4. Apps may not be provided with the intention of defrauding or deceiving the User or VZnet.

5.5. Apps may neither send Spam to the User of the App nor to third parties, nor call upon the Users to do so. This applies in particular for communications or other messages on behalf of Users or third parties, or on behalf of VZnet.

5.6. Apps may neither through their graphic layout nor in other way create the impression that they are in any form connected with VZnet. This applies in particular with regard to the relationships of the VZ-Users as between each other and between the VZ-Users and VZnet.

5.7. Apps may not expand functions of the VZ-networks without examination by and the express approval of VZnet.

5.8. Apps may not circumvent the limitation of functions of the VZ-networks (in particular the settings relating to the sphere of privacy).

5.9. Apps may not use the OpenSocial-ID or the data of a User obtainable using the same in order to feign the identity of a User as towards other Users.

5.10. The use of an App may not be blocked or otherwise impeded because the User has not undertaken any advertising actions (e.g. invitations, recommendations) or has not acquired any product or has not availed himself of any service.

5.11. The functions of an App may not be made dependent on how many Apps a User has already added to his profile.

5.12. The App may not be designed in such a manner that it forces the User to note this App or a page of the Provider (Bookmark).

5.13. The App may not make the gaining or receipt of benefits in a game dependent on the user divulging information.

6. Special functions

6.1. An App may not send any communication to friends of the User, e.g. in the form of invitations, messages or grapevine entries unless the User has actively and expressly initiated this communication himself.

6.2. Collective invitations or messages are only allowed if, at the same time, the User is also offered the possibility of contacting only individual Users.

6.3. Where grapevine entries are generated, these must correspond to the design of the VZ-networks in layout, form and language. Bold and italic print is forbidden, as are also changed lettering sizes, colours and the use of several special characters.

6.4. Apps may not use grapevine entries in order to forward personal invitations or personal messages.

6.5. Where Apps comment on the actions of a User on the grapevine, this may only take place once per action. The comment must be clearly recognisable as such, and it must be possible to recognise its origin.

6.6. Where an App enters commentaries or information on the grapevine on behalf of the User, these entries may not include any calls to other Users to react to the same.

6.7. Apps may not use grapevine entries in order to serve Users with information which is only important for them personally. In this respect, Users may not receive any information via the grapevine, the knowledge of which is necessary in order to use the App.

7. Contents

7.1. Apps may not infringe any industrial property rights, copyrights, personality rights or other legal provisions.

7.2. Apps may not have any racist, violent, sexist, discriminatory or otherwise offensive contents.

7.3. Apps may not have any extremist political contents, and in particular may not show any reference to corresponding associations. This also includes any calls or speeches and any direct or indirect advertising for terrorist, criminal or radical events or associations.

7.4. Apps may not offend, slander, threaten or verbally disparage any persons or groups. In particular, it is forbidden to defame persons or groups by reason of their origin, sexual orientation, sex, physical status, language, faith or philosophy of life.

7.5. Apps may not contain naked photos or pornographic motifs.

7.6. Apps may not contain any illustrations of physical or sexual violence.

7.7. Apps may not contain any photos of victims of acts of violence, victims of wars or victims of natural catastrophes.

7.8. Apps may not contain any anti-constitutional symbols.

7.9. Apps may not contain any motifs glorifying violence or contain any presentations of war activities.

7.10. Apps may not contain any tips, incentives or such like for easy ways to earn money.

7.11. Apps may not contain any chain letters, pyramid schemes, snowball systems or such like.

7.12. Apps may not contain any competitions, games or such like which do not comply with the German law. Gambling must both be licensed by the German authorities and also expressly approved by VZnet Netzwerke Ltd.

7.13. Apps may not provide for any automated video and sound reproduction unless the User has actively switched on this reproduction. It must always be possible to switch off the sound reproduction.

8.

Links

8.1. Links must clearly be recognisable as such.

8.2. For links and the contents of linked pages, the requirements of Apps apply correspondingly.

8.3. Links to external pages are to be visually marked within the App in such manner (e.g. through writing or colour) that they can be distinguished from those links which are only used for navigation and action within the App. In the case of links to external pages, the User must be clearly informed that an external Internet page can be called up via this link and which page it is. (e.g.: „To our home page“)

8.4. Links to web sites of VZnet are not permitted unless this concerns a special group, a special profile, an official VZ-landing page with advertising of the advertising customer, or links to profiles in the VZ-networks required under clause 7.7 of the Guidelines for the Integration of Apps.

8.5. The linked web site must relate to the subject of the App, the business of the Provider, or the internet offer of the third party whose content is linked.

8.6. The linked web site may not provide for any forwarding to other web sites without the prior consent of the User.

8.7. The link may not provide for the opening of pop-ups or such like.

8.8. The link may not initiate any automated downloads.

8.9. The linked web site may not influence the functioning of the browser of the User. In particular, the linked web site may not impede the return to the page of origin, and it must be possible for the User to close it in the usual manner.

9. Trademarks and logos

9.1. Apps may neither disclose nor feign connections to VZnet.

9.2. Apps may not contain, plagiarise or imitate any trademarks of VZnet or any terms which are used by VZnet for services specific to VZ etc. These include in particular „Gruscheln“, „Buschfunk - grapevine“, „Nachrichtendienst – message service“, „Gruppen - groups“, „Profil - profile“ and „Freunde - friends“, or any signs, symbols or graphics used for them. This does not apply if terms without any similarity to the use specific to VZ are used, or VZnet has expressly approved of such use.

10. Advertising and liability for charges

10.1. As a basic principle, Apps are offered free of charge to the Users.

10.2. Apps may only include advertising for Apps of the Provider likewise integrated in the VZ-networks. Any advertising above and beyond this, such as own or third party advertising, including corresponding interlinks, are, as a basic principle, not permitted. The integration of such advertising, any use of Apps liable to a charge as well as any other monetisation is only admissible when, supplementary hereto, the Marketing Terms and Conditions have been accepted and VZnet has confirmed this.

10.3. Advertising by VZnet in the Apps is not covered by Clause 10.2.

10.4. Users may not be called upon to advertise for the App or be rewarded for the same.