

STCs for the Integration of Apps into the VZ-networks

In the VZ-networks (www.schuelervz.net, www.studivz.net and www.meinvz.net) operated by VZnet Netzwerke Limited, Saarbrücker Str. 38, 10405 Berlin (hereinafter „VZnet“), registered users are offered small applications (hereinafter „Apps“) which may be used exclusively via the VZ-networks. These may also be provided by external providers (hereinafter „Providers“) subject to the following conditions:

1. Area of application of these STCs

1.1. The terms and conditions of business for the integration of Apps into the VZ-networks (hereinafter „these STCs“ or „App STCs“) apply for contracts between VZnet and the Provider with respect to the integration of his Apps into the VZ-networks.

1.2. The App STCs apply supplementary to the [terms and conditions for the use of the Sandbox](#) (hereinafter „Sandbox STCs“) and the [guidelines as to contents of Apps](#) (hereinafter „Content Guidelines“). Where these contractual conditions contain deviations from the Sandbox STCs, the App STCs shall have precedence. The applicability of the STCs of the Provider is excluded.

1.3. Any integration of his own advertising by the Provider and also any use of Apps in return for a charge are subject to marketing terms and conditions to be accepted separately. In this connection, please contact opensocial_partner@vz.net. Please contact sales@vz.net for this issue.

1.4. These STCs may be amended. Accordingly, they always apply for the respective Provider in the last valid version, the existence of which will be notified to the Provider in an appropriate manner.

2. Providers

2.1. The offer to integrate Apps into the VZ-networks is directed exclusively at legal entities or natural persons who act in the performance of commercial or professional purposes.

2.2. Consumers within the meaning of the BGB [Bürgerliches Gesetzbuch – German Civil Code] may not be Providers within the meaning of the App STCs.

3. Conclusion of the contract and proposal of an App

3.1. The conclusion of the contract between VZnet and the Provider takes place when the Provider has accepted these terms and conditions.

3.2. For this purpose, after insertion of his App in the Sandbox, the Provider clicks on „Register for verification“. He is then requested to make the obligatory entries in accordance with Clause 3.4 and to accept both the App STCs and the Content Guidelines. Proposals for an App by email, post or telephone will not be considered.



3.3. The contract is formed exclusively with the Provider. If the Provider is a company, the person acting gives an assurance that he is authorised to conclude this contract on behalf of the company.

3.4. When concluding the contract, the following details are to be provided truthfully by the Provider:

- 3.4.1. name of the company in full
- 3.4.2. name of the person entitled to represent the company
- 3.4.3. contact address in full, including email address
- 3.4.4. registered office of the company
- 3.4.5. site of the server on which the App and the data will be processed
- 3.4.6. VAT-ID or capacity as a small businessman including tax number

4. Initial verification and integration of an App

4.1. If the current terms of the contract in accordance with Clause 3 of these STCs have been accepted, VZnet will verify the App.

4.2. It lies exclusively within the sphere of responsibility of VZnet to decide whether the features of the App submitted meet the requirements of the App STCs and the [Content Guidelines](#). No claim to integration of any App exists.

4.3. VZnet shall have the right to refuse the App proposed by the Provider on account of its contents, its layout, its origin or its technical form. A cogent reason exists in particular if specific indications exist that the Provider, an App or a linked web site do not meet the requirements set out in the [Content Guidelines](#) and/or the App STCs - in particular Clause 7 concerning the use of the data. A refusal of the App is also justified where a similar App has already been integrated into the VZ-networks in comparison with which the proposed App shows no visible added value to VZnet, in accordance with Clause 5.1 of the Content Guidelines.

4.4. The Provider will receive an email as soon as a decision has been made to integrate his App into the VZ-networks. After calling up the group ID with which the App is connected in VZ's own App gallery, the App will be integrated into the VZ-networks.

4.5. Should VZnet discover that the requirements are not fulfilled, it will refuse the proposal for the integration of the App. No claim to substantiation of the refusal exists.

5. Rights to the App

5.1. The Provider shall retain the rights in the App to which he is entitled even beyond the integration. To the extent that a third party is the holder of legal rights with regards to the contents of the App, this is also applicable for him

5.2. The Provider assigns to VZnet all rights, in the scope necessary for the implementation of the contract with regard to time, geographical area and contents, which are required for the integration of the App into the VZ-networks.

5.3. In addition, VZnet shall receive the necessary rights with regard to time, geographical area and contents to name and present the Provider with his App integrated in the VZ-networks as a reference in its own advertising (e.g. press releases, presentations, etc.). This shall apply in particular with regard to the topic „OpenSocial in the VZ-networks“.

5.4. The rights mentioned under Clause 5.2 and 5.3 include in particular the rights of use of trademarks and copyrights (including the right of reproduction, dissemination and broadcasting, the right of providing public access and the right of processing).

5.5. The Provider guarantees in particular that he is in possession of all rights in the App transmitted which are necessary for the grant of rights of use. To the extent that a third party is the legal rights holder, in particular with regards to the contents of the App, the Provider guarantees that he has the legal rights required to integrate the App and is allowed to transfer to VZnet the necessary legal rights according to the contractual conditions.

5.6. The Provider may terminate the grant of rights in accordance with Clause 5.2. to 5.4. of these STCs for the future by removing the App from the VZ-networks. In the case of termination, VZnet shall have the right, within 6 months as from the removal of the App from the VZ-networks, to use up any printed matter or digital works already prepared which present the App as a part of the VZ-networks.

6. Rights and duties of the Provider

6.1. With the integration of an App, VZnet grants the Provider the non-exclusive, non-sub-licensable right to use the API of VZnet in order to operate the integrated App in the VZ-networks.

6.2. The right under Clause 6.1 of these STCs shall not include the right to copy, change or sell the API or any code necessary for the integration of the App unless VZnet has expressly permitted this. The Provider must present and provide proof of the permission.

6.3. The Provider shall ensure that the App is made available to VZnet in its entirety, free from faults and in compliance with the contractual agreements for use in the VZ-networks, and that it is suitable for the purposes agreed.

6.4. The Provider shall ensure that he always has the most recent information concerning the API, and that the integrated App is correspondingly functional. This information is retrievable in the most recent version under <http://www.meinvz.net/Developer> and <http://www.studivz.net/Developer>.

6.5. The Provider guarantees that the App and the pages referred to in the App comply with the [Content Guidelines](#) and the requirements specified in these STCs.

6.6. The Provider shall design the App in such a manner that VZnet can interrupt the connection by simple means via the API.

6.7. The Provider is obliged to make support for his App available and to answer, and address the content of, questions and reports of users relating to irregularities, in particular violations of the law and the rights of third parties, within 48 hours. The Provider must integrate a so-called report function for contents that have been added by users of the App, which reliably enables a quick response to complaints. If the contents of third parties (including those from users of the third party) appear in an App, the Provider must include a report function of the third party, in such a way that its support is able to process reports in accordance with the requirements stated here. In addition to examining the content of the report, the Provider also has the right to block the reported content from view in the App.

6.8. The Provider shall have the right to use the logos and lettering provided by VZnet upon request as from and for the duration of the integration of his App in order to advertise this integration. As soon as the App is no longer integrated in the VZ-networks, irrespective for which reason, this right shall lapse immediately.

7. Use of data

7.1. The Provider guarantees that he will use the data of the users exclusively in accordance with German data protection law and in accordance with his own data protection information and declaration which must form an integral part of the App in accordance with Clause 3 of the Content Guidelines.

7.2. The Provider guarantees that no data which he receives via the App will be permanently stored or kept available beyond the use of the App. This shall not apply for the App-ID which the Provider can retrieve via the API. This is to be deleted when the user has removed the App from his profile or the App has been removed from the VZ network.

7.3. Data retrieved through the visitors cards that remain in a buffer memory (cache) must be deleted after a maximum of 24 hours.

7.4. Contents generated by App users within the App or by using the App, which is saved by the Provider, may only be saved until the user deletes the App – all his data must be deleted immediately afterwards.

7.5. The Provider must indicate clearly, precisely and definitively for each individual App which data of the user it is using. Only such data may be retrieved via the API which is actually necessary for the use of the App. If, following the addition of an App, more data is to be retrieved than previously indicated, the Provider must actively draw the attention of the user to this fact, and any further use must be actively confirmed by the user.

7.6. At the point in time of each new use, the data must be retrieved via the API once again.

7.7. VZnet may at any time request the Provider to update the information via the App-user.

7.8. Where the App represents any information in relation to a user (such as for example a photo, name or such like), VZnet shall integrate a link to the user profile in the VZ-networks which can be retrieved by a click via the API. This link may neither be suppressed nor used for other purposes.

7.9. Apps may not use any data which they obtain via the API or from the user to install these in Apps for advertising purposes, unless the requirements provided by the advertising terms and conditions for this purpose have been accepted and adhered to.

7.10. Use of the App may not require previous login in the App. In particular, an App may neither request, replace or in another way collect or use the username and the password of a user.

7.11. Apps may not count visits of a user profile in the VZ-networks, either aggregated or individualised, or record the same in any similar manner.

7.12. An App may not separately retrieve any data which a user can enter into a visiting card and/or which can be requested by the API (for example name, email address), even if the user has not entered these in his visiting card for this App. Rather, the user must be actively requested to complete the visiting card accordingly. A call-up of the visiting card may be offered for this purpose.

7.13. Apps may not integrate any pre-completed or automatically completed details and thus obtain consent to the use of this data. The corresponding information must be entered in a form by the user himself.

7.14. User information and contents generated by the user may, as a basic principle, only be saved and processed for the use of the App. Neither the Provider nor a third party may claim additional rights to the contents or data, whether expressly or implicitly. Something else may only apply if provided for in the marketing terms and conditions.

7.15. No data received via Apps may be passed on to third parties. In particular, no information or data of the user may be made publicly visible in the Internet. Where any actions or entries on the part of users result in changes on other publicly visible Internet pages, these changes may only be presented in anonymous form. Sentences 1 and 2 do not apply to Apps with external visibility (a web view).

7.16. The prohibition on the passing-on of data contained in Clause 7.15. also applies for so-called Ad networks.

7.17. The Provider shall ensure that users of its App can exercise their statutory right of information concerning their personal data vis-à-vis the Provider. For this purpose, VZnet shall be entitled to forward the email address of the Provider, as known to VZnet, to the user concerned.

7.18. Should a user remove the App from his profile, the Provider shall immediately delete in full all information stored in relation to the user, including his App-ID.

7.19. If the integration of the App in the VZ-networks is ended by the Provider, or if VZnet deletes the App, the Provider shall immediately delete in full all information stored in relation to the users, including the App-IDs. This shall also apply if the App is still stored in the Sandbox.

7.20. The Provider shall not transfer any information or data to VZnet, or display it in the App in the VZ-networks, unless the person affected has given his express consent. This shall apply in particular to data of other users of this App who are not members of the VZ-networks.

7.21. The processing of data from the VZ-networks schülerVZ must always be separate to the data of the other VZ-networks. In particular the data of schülerVZ users may under no circumstances be visible in the App to the users of other VZ-networks. This does not apply if the App has external visibility (a web view).

7.22. Neither the Provider nor third parties may use cookies in connection with the use of Apps. This also applies for comparable technical offers or operations and in particular if they have as a result the bypassing of the visitors cards. Comparable offers initiated by VZnet remain unaffected by this

8. Changes to the Provider, Required Information, or Terms and Conditions

8.1. If another Provider takes responsibility for the App, the user must be made explicitly aware of this before further use. He must be given the opportunity to not use the App any more.

8.2. If the Provider changes the required information, valid in accordance with Clause 3.4 of these STCs and also referred to in Clause 3 of the Content Guidelines, the user must be informed about this with a clear message. The active agreement of the user to these changes must be acquired prior to further use. An implicit acceptance – in particular following changes of the contract partner, server location, or contract conditions – may not be assumed.

8.3. The user shall be informed that he must not accept the changes and that should he decline the changes he cannot use the App any more.

9. Changes to the App and its Functions

9.1. The purpose and the fundamental functions of an App may not be changed in such a way that, in comparison to original versions of the App, it is a new App. The user must be able to recognise it as familiar to him and may not be surprised by a new functionality.

9.2. If the name of an App fundamentally changes, the original name must be displayed together with the new name for a minimum of 21 days as follows: "new name (old name)" or "new name / old name".

9.3. If the fundamental type of the App is changed from "App with internal visibility" to "App with external visibility" the data of the App user may not be used further by the Provider and, in particular, may not be visible in the App. VZnet will block the retrieval of information of users, who have not yet agreed to use the changed App.

10. Rights of VZnet

10.1. VZnet has the right to use its own judgement to group or divide otherwise Apps, as well as to label or distinguish them in other ways according to function, type, fundamental nature, (Clause 2 of the Content Guidelines) or other criteria. The judgement will be geared to the functionality and usability of the VZ-networks as well as the legal requirements for clear and prompt information of users about the use of data in Apps

10.2. VZnet shall have the right to add advertising to an App, or to frame the same or to place it next to an advert. Clause 10 of the [Content Guidelines](#) shall apply for the integration of advertising by the Provider.

10.3. VZnet shall have the right to analyse the structure, performance and use of Apps - subject to the necessary consent of the App users, which must have been granted, or legal foundations - in order to verify compliance with the contractual requirements and to establish the added value for the users.

10.4. VZnet shall furthermore have the right to verify compliance with the obligations in relation to the use of data in accordance with Clause 7 of these STCs and the accuracy of the obligatory entries under Clause 3.4 of these STCs. In the event of the discovery of any breach or any well-founded suspicion of a breach of these provisions, VZnet shall have a right of extraordinary termination within the meaning of Clause 11.3 of these STCs.

10.5. VZnet shall furthermore have the right to verify the contents of Apps, as well as their links as regards their contents, in order to ascertain any breaches of the contractual conditions.

10.6. An App can be blocked following a clear violation of the law by the App itself, its contents, or by the so-called "user generated content" saved by the Provider. The Provider shall be informed of this and required to remove the legal violation.

10.7. VZnet shall have the right to integrate similar or comparable Apps into the VZ-networks which in particular in their layout and their function might compete with the App of the Provider.

11. Removal of an App

11.1. The decision as to the duration and scope of the integration of any individual App lies within the area of responsibility of VZnet. In this connection it shall in particular have regard to the added value of the App in accordance with Clause 5.1 of the [Content Guidelines](#) and also the demand for the App in the VZ-networks.

11.2. If VZnet or the Provider intends to remove the App from the VZ-networks, this is to be notified to the respective contract partner by email. After 7 days, the App will be removed from the VZ-networks by VZnet. Notice of termination by the Provider is to be sent by email to opensocial_partner@vz.net with the heading „Due notice of termination“.

11.3. VZnet shall furthermore have the right to delete the App inserted by the Provider without advance notice for cogent reasons on account of its contents, its layout, its origin or its technical form. VZnet shall in particular delete an App if there are specific indications that the Provider himself, his App or any page to which a link is provided in the App does not comply with the Content Guidelines and these STCs - in particular the requirements specified in Clause 7. A reason for deletion shall also exist if the Provider, the App or the Internet pages linked to the App are changed following the integration in such manner that they no longer comply with the requirements under the App STCs or the [Content Guidelines](#). Extraordinary notice of termination is to be given and substantiated by email.

11.4. A reason for immediate deletion of an App in accordance with clause 11.3 shall also exist, if the Provider repeatedly defaults on his obligations in accordance with Clause 6.7 (report function and support).

11.5. As a basic principle, storage in the Sandbox remains unaffected by the deletion of the App from the VZ-networks. This does not apply where at the same time a right exists to the deletion of the App from the Sandbox in accordance with Clause 6.3. of the [Sandbox STCs](#).

11.6. The statutory right of the Provider to give exceptional notice of termination also remains unaffected. It is to be given by email to opensocial_partner@vz.net with the heading „Extraordinary notice of termination“ and needs to be substantiated.

11.7. The terms and conditions in Clauses 5. to 12. continue to remain applicable following the removal of the App from the VZ-networks.

12. Liability

12.1. The Provider shall, upon first demand, indemnify VZnet from all claims asserted by third parties against VZnet on account of the App provided to VZnet and published by VZnet on behalf of the Provider and on account of the pages to which reference is made through a link via the App. The Provider shall in this connection assume the costs of any necessary legal defence of VZnet, including all court and legal costs in the statutory amount. In the event of any claim by third parties, the Provider shall be obliged to provide VZnet without delay, truthfully and in full with all information available to him which is necessary for an examination of the claims and a defence of the same. Claims to damages by VZnet against the Provider above and beyond the same remain unaffected.

12.2. VZnet shall only be liable, irrespective on which legal ground, in the case of deliberate intent or gross negligence on the part of a statutory representative, a senior executive or other vicarious agent; in principle, in the case of any culpable breach of a fundamental contractual duty (whereby the term fundamental contractual duty abstractly designates a duty, the fulfilment of which makes the proper performance of the contract possible at all and upon compliance with the same the respective other party may generally rely) or in the case of default or impossibility, whereby the liability in the case of economic or material damage shall be limited to the amount of the typically foreseeable damage.

12.3. Any liability of VZnet for the influencing of the App by third parties, e.g. through click fraud, is excluded.

12.4. The liability of VZnet shall lapse by limitation following the expiration of one year as from the time when the Provider attained knowledge of the facts substantiating the claim or as from his grossly negligent or deliberate failure to attain such knowledge.

12.5. The above-mentioned limitations on liability and the reduction of the limitation period shall not apply in cases of mandatory statutory liability, in particular under the Produkthaftungsgesetz [Product Liability Act], in the case of the giving of a guarantee or in the case of culpable injury to life, limb or health.

13. Confidentiality

13.1. The parties hereto undertake to treat all information which they receive in connection with the performance of the contract and the contents of the contract itself confidentially, and not to make any data accessible to third parties. The obligation of confidentiality shall also continue to apply beyond the end of the contractual relationship.

13.2. The foregoing obligation of confidentiality shall not apply to information which was already in the public domain at the point in time of the disclosure or comes into the public domain following the disclosure without any fault on the part of the party receiving the information, or which was already known to the party receiving the information at the point in time of receipt, as evidenced by his or its own written records, or which a party

receives from a third party without the third party having received such information, either directly or indirectly, from the other party to the contract, or which is to be disclosed by law or upon the demand of a tax authority or by order of a competent authority, governmental body or any competent court.

13.3. The parties shall agree any public pronouncements (e.g. press releases) prior to their publication; excepted herefrom is any advertising of its own by VZnet within the meaning of Clause 5.3 of these STCs.

14. Final provisions

14.1. Any amendments to these STCs or ancillary agreements to the same must be made in writing; this shall likewise apply for any amendment to this clause specifying the written form. This provision shall not apply to any amendments to the STCs within the meaning of Clause 1.4. of these STCs.

14.2. Should any provision of this contract be ineffective, the remaining provisions shall not be thereby affected in their legal validity. In such case, the ineffective provision must be replaced with effect ab initio by such a provision as corresponds to the intended meaning and purpose of all parties and is capable of performance in respect of its contents.

14.3. The Provider shall only be entitled to assign his rights in so far as VZnet consents to the same in writing. Any set-off by the customer shall only be admissible in respect of undisputed claims or claims which have been judicially decided and are final and legally binding.

14.4. The exclusive court venue for all claims arising from or in connection with the contract is Berlin.

14.5. The law of the Federal Republic of Germany shall apply subject to the exclusion of the UN Convention on the International Sale of Goods (CISG).

VZnet Netzwerke Ltd.

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