

MyHammer Terms & Conditions for Additional Services

1 Introduction

MyHammer is an Internet platform providing Jobs for trades and services. MyHammer is operated by MY-HAMMER Aktiengesellschaft (hereinafter referred to as: "MY-HAMMER" or "we" or "us"). To use certain features of MyHammer (hereinafter referred to as: "Additional Services" or shortly "Services"), it is necessary to purchase particular rights of use. Such purchase shall comply with the following provisions.

The current version of the Terms & Conditions for Additional Services applies to all Additional Services ordered starting from 14 September 2010. For Additional Services ordered before this date, the current version only applies if the User has accepted them. Otherwise the Terms & Conditions for Additional Services in the version dated 19 December 2008 shall apply.

2 Definitions / Scope of Application

- 2.1** Additional Services for the purpose of these Terms & Conditions (hereinafter referred to as: "Terms & Conditions for Additional Services") mean any features and services available at MyHammer, for which the application of these provisions is referred to in case they are ordered or used.
- 2.2** An Additional Service may include one or several features, which are available once or during a specified period of use. Additional Services with a specified period of use are hereinafter referred to as "term-related Additional Services".
- 2.3** In addition to the Terms & Conditions for Additional Services, the Terms and Conditions for using the MyHammer Website (hereinafter referred to as: "Terms and Conditions") shall apply accordingly. In case of discrepancies between the Terms and Conditions and the Terms & Conditions for Additional Services, the Terms & Conditions for Additional Services shall prevail.

3 Subject of Agreement

- 3.1** The subject of this agreement on the use of an Additional Service is the purchase of a right of use for the features or services specified in the service description of the Additional Service.
- 3.2** The right of use in accordance with clause 3.1 is acquired for the first time by the User's ordering of the Additional Service (online or in another way) and by MyHammer's activation and providing of the opportunity of use.

To re-acquire a right of use for a Term-related Additional Service already activated, directly following the current period of use ("Renewal"), it is not necessary to place a new order. The right of use will be automatically renewed, unless the User has informed MyHammer in accordance with clause 7.1 that he does not wish to make use of the Additional Service after expiration of the period of use ("Termination").
- 3.3** The right of use is linked to the User's account it has been purchased for and respectively to the contract of use concluded in connection with the set-up of such account. It shall not be transferable. In the event that this contract of use will be terminated, for instance by cancelling the User's account, the right of use shall expire as well.

4 Scope of Services / Upgrade

- 4.1** The right of use acquired in accordance with clause 3.2 includes the opportunity to use the features or services specified in the service description of the Additional Service one or multiple time(s).
- 4.2** As regards a Term-related Additional Service, such features or services may be used during the period of use. The period of use for Term-related Additional Services is twelve months, unless another period of use has been specified in the service description of the Additional Service. The period of use shall start with the ordering of the Term-related Additional Service. However, MY-HAMMER reserves the right to retain the opportunity of use until receipt of payment of the respective fees.
- 4.3** As far as a Term-related Additional Service is offered with different options, it will be possible at any time to change to another option providing a more extensive scope of services ("Upgrade"), as long as the services and/or features contained in the previous option have not been completely supplied yet. The Upgrade takes place by acquiring the right of use for the extended option in accordance with clause 3.2. In this case, the service description of the extended option shall replace the service description of the previous option. The period of use of the extended option shall become effective with the performance of the Upgrade.

5 Fees / Terms of Payment

- 5.1** The User shall be bound to pay the fees announced during the order or specified in the service description of the Additional Service or in the schedule of fees . Besides, clause 14 of the Terms and Conditions shall apply accordingly.
- 5.2** The fee shall be due for payment on the first or – in case of a renewal – renewed purchase of the right of use and must be paid in full, unless other payment arrangements have been made within the scope of the payment transaction.
- 5.3** In case of delayed payment, MY-HAMMER shall be entitled to temporarily or definitely refuse access to the use of services or, in case of recurrence, to temporarily or definitely exclude it from the use of MyHammer ("Blocking").

It is expressly pointed out that the use of MyHammer in general will be also restricted or excluded in this connection.

- 5.4** In case that the right of use under clause 3.3 expires, the obligation to pay the whole user fee shall remain unaffected. No claim for compensation shall exist. The same shall apply to a blocking in accordance with clause 5.3 or in case of another violation of the provisions specified in the Terms and Conditions.

6 Subject to change (Term-related Additional Services)

6.1 As regards Term-related Additional Services MY-HAMMER shall be entitled to change its scope of services as well as the fees or other terms and conditions once within a quarter maximum. MY-HAMMER shall inform the User of such changes by e-mail. The User shall be entitled to object the change within a period of four weeks starting from the notification. If the User has not objected the change within this term, his consent will be considered as to be given. MY-HAMMER undertakes to inform the User of the consequences of a missing objection at the beginning of the objection period. The objection shall be issued to the following address:

MY-HAMMER Aktiengesellschaft, Mauerstr. 79, 10117 Berlin, Germany.
Contact by e-mail: MyHammer homepage > Contact & Service > Hotline and Contact.

6.2 The general subject to change in accordance with clause 5.3 of the Terms and Conditions shall remain unaffected. Thus, the aforementioned clause 6.1 shall not apply if changes to the Additional Service only result indirectly from a general change by MyHammer (for instance a change to the category structure) and such changes do not involve an essential restriction of the Additional Service, taking the User's interests into account.

7 Termination (Term-related Additional Services)

7.1 A Term-related Additional Service may be terminated at the end of the period of use with due notice. Additional Services with a period of use of up to one month may be terminated without notice, Additional Services with a period of use of more than one month up to six months with a four weeks' notice, Additional Services with a period of use of more than six months with a three months notice.

7.2 In case of an objection according to clause 6.1, MY-HAMMER shall be entitled to terminate the Additional Service before the expiration of the period of use with a four weeks' notice.

7.3 The right to terminate the Additional Service extraordinarily shall remain unaffected.

7.4 If there is no termination in accordance with clause 7.1, the right of use specified in clause 3.2 shall be renewed. The fee shall be payable for the renewal again.

8 Privacy Policy

8.1 It is necessary to store and process personal data of the Users in order to enable the Additional Services to be carried out. MY-HAMMER guarantees confidential treatment of this data as required by the relevant data protection legislation and regulations and in accordance with the Privacy policy .

- End of the information on cancellation -