

General Terms and Conditions

The General Terms and Conditions (in the following briefly referred to as GTCs) exclusively define the conditions of use of the time2day service for all users of the online service of time2day, even if the service is accessed from outside of the Republic of Austria. With your registration as a user of time2day.eu you accept the GTCs outlined here.

Persons that have not yet reached their 18th birthday may not use this online service.

If you do not agree with the GTCs, you cannot register. The users accept the GTCs by reading and accepting "Yes, I have read and accepted the Terms and Conditions" by ticking the box next to the sentence. This way the GTCs become part of the contract.

I. Scope of Services

1)

time2day is a free online service for persons searching for a partner. Registered users can use the portal for establishing contacts. Only the contact data of the offerer(s) are provided to the searcher(s). All further steps for making a contact happen outside of this online service, thus time2day cannot guarantee that the establishment of the contact will be successful.

2)

The online service can be used throughout, 24 hours a day and 7 days a week, apart from down-time due to maintenance works and software updates and time, when the service cannot be provided due to technical or other problems that can not be influenced by time2day (force majeure, fault of third parties etc.) and make the service inaccessible by Internet. To use the online service to the full extent the latest (browser)-technologies must be used or allowed to be used on the computer (e.g. activating of Java Script, cookies, POP). If older or generally uncommon technologies are used, users can possibly not use time2day to its full extend.

3)

time2day is entitled to commission third parties, service providers and auxiliary persons to deliver parts or the entire range of the services, if there are no disadvantages for the users.

II. Conclusion of the Contract

1)

Access to the use of the service of time2day is subject to registration with a valid e-mail-address and a self-chosen password. Users ensure that the information given in the registration process is true. After registration users can login with their password and username and present themselves as person looking for a partner or search for a partner.

2)

A precondition of a registration is that users are of age and have accepted the GTCs by ticking the respective box.

III. Liability of time2day

1)

time2day is not liable for the correctness and completeness of the information given by the persons searching for a partner.

2)

time2day only owes the provision of IT-services for the online service of relationship offerers and searchers. time2day provides only the technical device.

3)

time2day is not liable for the success of the contact making.

4)

Moreover, time2day assumes no liability for any possible misuse of the information provided. It is possible that users of the online service, despite prohibition, use it in an inadmissible or illegal way. time2day excludes any liability for such an inadmissible or illegal use.

5)

Also, time2day is not liable for information that users have made themselves accessible to third parties and are misused by them.

6)

time2day does not guarantee that the service operates or can be accessed properly and uninterrupted at all times. In particular time2day is not liable for disruptions of the quality of the access to the online service that are due to force majeure or other events that can not attributed to time2day. Moreover time2day is not liable for the unwarranted access of personal user data by third parties (e.g. unwarranted access of the database by hackers).

IV. User Obligations

1)

On registration and use of the online service users commit themselves to adhere to all applicable laws.

2)

Users are solely responsible for the content of their registration and the information they provide about themselves. Users guarantee that the entered data is true. Deliberate misinformation and/or fraudulently given misinformation may involve civil law consequences and lead to the deletion of the contract of the user (refer to point 4.2).

3)

Users also assure that they will use the online service of time2day exclusively for offering and searching for relationships and will not use the entrusted data of third persons for commercial or advertisement purposes.

4)

Users are obliged to treat e-mails and other messages confidentially and to not make them accessible to third parties without the assent of the writer. The same holds true for names, telephone and fax numbers, postal and e-mail addresses.

5)

Users moreover oblige themselves not to misuse the service, especially:

- a) not to distribute immoral, obscene, pornographic or right-/left-wing contents or pictures;
- b) not to use the service to distribute defaming, obscene or in any other way illegal material or information;
- c) not to threaten other persons, harass them or to violate the rights of third parties (including privacy rights);
- e) not to use the online service in a way that negatively influences the availability of the offers to other users;

6)

If the obligations listed above are not adhered to the following sanctions can be imposed: suspension of the use until the circumstances are clarified (especially if there are more complaints by other users) or deletion of contents. Inobservance might also result in an annulment of the contract and the user might be prosecuted under civil or criminal right.

V. Communication

1)

time2day contacts its users via e-mail.
contact@time2day.eu

2)

Users contact time2day by e-mail by using the "Message to time2day" button.

VI. Right to Use and Copyrights

In relation to the user(s) time2day is the sole holder of all copying, distributing, processing and all copyrights, as well as the right of intangible transfer and reproduction of the time2day website and individual contents on the site. All programmes and the contents, materials and brand and trade names contained may solely be used for purposes listed in these terms and conditions.

VII. Place of Jurisdiction and Applicable Law 1)

Austrian law applies. Innsbruck is agreed upon as place of jurisdiction.

VIII. Daten Protection/Safety

time2day is strongly committed to the safety of the data of its users.

a) time2day ensures to disclose information on the saved information, and to correct or delete data if asked in writing (e-mail) by the user.

b) Users can deactivate or delete cookies via their browser settings.

c) time2day uses Facebook solely for advertising its site and does not hand on user data to facebook.

d) time2day protects personal data by an encrypted SSL Site (<https://>). Thus only the operators and the WebAdmin can access the data.

e) time2day points out that data protection for data transfer cannot be completely guaranteed for open networks like the Internet, even with the use of the best available technology. time2day does its best to protect your data, yet the user is solely responsible to take care of the safety of the data transferred by them.

f) Users agree to the use of their voluntary personal information in the profiles by time2day for research and analysis to improve the service and for statistic evaluation. This agreement does not include the disclosure to third parties.

IX. Miscellaneous

1)

Users can download a free PDF-file of the GTCs anytime.

2)

time2day is responsible for the contents of the service.

3)

time2day has the right to change the GTCs anytime if no important regulations of the contract are concerned and should this be required for adjustment and development reasons that could not be foreseen by time2day at the time of the making of the contract and if the balance of the contract relationship would be considerably disturbed should the amendments not be made. Important regulations are especially those concerning the contract period of the services agreed upon or their type and extent, including the regulations for termination. Moreover changes can be made to close regulation gaps that have appeared after the making of the contract. This applies especially, yet not solely, for changes in the law that have effects on the regulations of the GTCs.