

# General Terms and Conditions

## caniva.com

### § 1 General, scope of application

1. These General Terms and Conditions apply to all legal relationships of Dögel GmbH, Geltestraße 9, 06184 Kabelsketal OT Dölbau, (hereinafter: "provider") vis-à-vis the users of the website [www.caniva.com](http://www.caniva.com) and all subpages (hereinafter also: "Website"). A user is anyone who registers on the Internetsite, who registers for an event via guest access or who otherwise concludes a contract with the provider for the use of the Internetsite.
2. Deviating regulations of the users do not apply, except the offerer confirmed this expressly and in writing. Individual agreements always have priority.
3. The text of the contract 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 retrieve, save and print these terms and conditions.
4. 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 In the case of consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence. The validity of the UN Convention on Contracts for the International Sale of Goods is excluded.
5. Place of jurisdiction is Halle (Saale), as far as 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 an event management system developed for the use of clubs, associations, dog sportsmen, exhibitors or other persons interested in dog events. [www.caniva.com](http://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 events and register for events. Furthermore, [www.caniva.com](http://www.caniva.com) offers a detailed overview of reported events and all related information.
2. The provider may refer the users of the website to third-party content and applications (hereinafter "third-party content") by means of links. Such third-party content is clearly marked by a corresponding notice. If and to the extent that the conclusion of a contract is offered in connection with such Third Party Content, such contract 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, and in particular the avoidance of serious disruptions to the network, the software or stored data so require.

## § 3 Use as unregistered user/participation as guest

1. Visiting the website is possible even without registration. However, a complete use of the possibilities of the Internetsite is not possible, but only the viewing of the events and a report as a guest.

## § 4 Use as a registered user

1. Visiting and using [www.caniva.com](http://www.caniva.com) is possible without registration with limitation of functions.

In order to use the full scope of the system, registration is required on the website [www.working-dog.com](http://www.working-dog.com) or directly on [www.caniva.com](http://www.caniva.com).

2. Registration takes place by logging in or opening a user access, whereby each user accepts the general terms and conditions as well as the current terms of use. Upon completion of the registration process, a contract for the use of the Internetsite (hereinafter: "User Contract") is concluded between the provider and the respective user. Until the 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 to register.

3. Each user may have only one access; a transfer of the access is not allowed.

Club accounts are excluded from this.

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 in his profile on [www.working-dog.com](http://www.working-dog.com).

5. When registering, the users specify a user name and choose a password. Communication between the provider and the users takes place via the specified e-mail address. users must keep their password secret.

6. Every user is obliged to inform the provider immediately if there are 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 misuse.

## § 5 Duration of the User Agreement, setting of the Internetsite by the provider

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

2. The provider reserves the right to discontinue the website altogether. He will inform the users at least 6 weeks in advance by e-mail and refund any existing credits to the respective users without delay.

3. The right to extraordinary termination remains unaffected.

## § 6 User fees

1. The use of [www.caniva.com](http://www.caniva.com) is free of charge.

The event creation at [www.caniva.com](http://www.caniva.com) is subject to a fee, the respective costs of 15.00€ (up to 25 participants) or 30.00€ (from 26 participants) will be displayed before the creation subject to a fee and must be actively confirmed.

Individual case regulations are excluded from this and agreed upon in writing with the respective contracting party.

2. The organizer of an event is free to use the integrated payment tool on [www.caniva.com](http://www.caniva.com). This includes the payment, for example of entry fees, via PayPal. The General Terms and Conditions of PayPal apply accordingly to the use of the integrated payment tool.

3. When using the integrated payment tool, a service fee of 12.5% of the specified entry fee will be charged. This service fee will be invoiced 4 weeks after the end of the event.

4. The organizer is free to pass on the service fee to the participant. The total amount chosen by the organizer will be charged to Dögel GmbH as third-party money on behalf of and for the account of the organizer.

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

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

## § 7 Duties of Conduct of Users, Indemnification in Case of Violations

1. The contributions of the users on the Internetpage are not examined by the supplier in principle. 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.

2. The user alone is responsible for ensuring that he/she has all rights with regard to the content he/she publishes and that no third party rights are violated as a result. If, for example, images are to be uploaded on which one or more persons are recognizable in addition to the user himself, the image file may only be uploaded with their consent. With the publication, the user irrevocably and free of charge grants the provider the right to use and exploit the content provided by him on the website without any restrictions in terms of space, time and content. In no case do the contents represent the opinion of the provider and the provider does not adopt them as his own.

3. Every user commits himself not to use the offer of the Internetpage to publish contents or to transmit messages which or whose attitude- are immoral, pornographic, racist or in other way offensive,- are unobjective or deliberately untrue,- violate the rights of third parties, in particular copyrights,- in other way offend against valid laws and/or contain viruses or other computer programs that may 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 from other users for business purposes in particular.

4. If the provider learns 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 shall indemnify the provider against such claims.

## § 8 Blocking

1. The provider can take the following measures if there are concrete indications that a user violates legal regulations, rights of third parties or these general terms and conditions, or if the provider has another justified interest, in particular for the protection of other users or in the case of default of payment:

- Warning/reminder of users,
- Provisional, partial or final blocking.

2. The provider may also permanently exclude a user from active use of the website (final blocking) if the user has provided false contact details during registration, in particular a false or invalid e-mail address, if the user causes significant 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/she may no longer use the Internetsite, even with other user accesses, and may not register again.

## § 9 System integrity and disruption of the website

1. Users may not use any mechanisms, software or other scripts in connection with the use of the website that may interfere with the functioning of the website, in particular those that enable the generation of automated page views or page requests.

2. Users may not take any actions that may result in an unreasonable or excessive load on the infrastructure.

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

## § 10 Responsibility for content, liability

1. The provider assumes no responsibility that the information and documentation provided on the Internetsite are complete and correct and correspond to the current status. This also applies to all links contained on the Internetsite. The provider is not responsible for the content of a page that is reached by such a link.

2. Apart from the liability for material defects and defects of title, the provider is liable without limitation as far as the cause of damage is based on intent or gross negligence. The provider is also liable for the slightly negligent breach of essential obligations (obligations whose breach endangers the achievement of the purpose of the contract) as well as for the breach 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 damage typical for the contract. In particular, the provider shall only be liable for the loss of data to the extent of the expenditure incurred if the User has regularly and application-adequately performed a data backup and thereby ensured that lost data can be restored with reasonable effort. The provider shall not be liable for the slightly negligent breach of obligations other than the aforementioned. Liability for compensation of indirect damages, in particular for loss of profit, exists only in the case of intent or gross negligence of legal representatives, executives or other vicarious agents of the provider.

3. The limitations of liability of the preceding paragraph shall not apply in the case of injury to life, body and health, for a defect after assumption of a guarantee and in the case of fraudulently concealed defects.

4. If the liability of the provider is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents.

## § 11 Processing of personal data

1. The processing (collection, storage, use, disclosure and publication) of personal user data is necessary for the performance of the contractual relationship. The data processing is carried out on the basis of data processing for the fulfillment of contracts (Art. 6 para. 1b) DSGVO, on the basis of a balancing of interests (Art. 6 para. 1f) DSGVO) and for the fulfillment of a legal obligation (Art. 6 para. 1c) DSGVO).

For data processing that must be carried out on the basis of consent by the user, opt-in consent is obtained in advance from the respective users.

The responsible party 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](mailto:info@caniva.com)

2. A passing on of personal user data to third parties takes place in principle only to the extent, as it is necessary for the execution of the contractual relation. 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 fulfillment of the contract, but does not represent a transfer to third parties, as the processing entity and the person responsible for caniva.com and working-dog.com are identical.

4. The collection of data can be done either 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>.

## Information on the right of withdrawal for distance contracts

1. Right of revocation:

The user may revoke his contractual declaration in text form (e.g. letter, fax, e-mail) within 14 days without giving reasons. The period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfillment of our information obligations pursuant to Article 246 § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB as well as our obligations pursuant to § 312g paragraph 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. The timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation is to be sent to:

Information according to § 5 TMG

Dögel GmbH  
Gelttestrasse 9  
06184 Kabelsketal OT Dölbau  
Represented by: Mathias Dögel  
Telephone: +49-34602-9991-10  
Fax: +49-34602-9991-99  
E-Mail: info@caniva.com  
Register court: HRB Stendal  
register number: 17042  
VAT ID No.: DE 278633755

## 2. Consequences of revocation:

In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived (e.g. interest) shall be surrendered. If you are unable to return or surrender the received performance and benefits (e.g. benefits of use), or are only able to do so in part or in a deteriorated condition, you must compensate us for the loss of value. This may mean that you must nevertheless fulfill the contractual payment obligations for the period until revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your notice of 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.