

General Terms and Conditions of *Forever my*

As of 1.06.2011

Introduction

Forever my is a partner agency that offers its clients and members an additional opportunity to find a partner for life and to form a partnership with the aid of the listed basic-premium-personnel contract variants. For this *Forever my* uses psychological aids, statistical methods, modern communication and Internet technologies.

The basic membership on *forevermy.de* is free of charge. Paid services are listed separately and require the mutual consent of the contracting parties, either by confirmation correspondence via email or correspondence.

With the free registration for the basic services, or the signing of other contractual agreements, the member / client accepts the following terms and conditions of the partner agency *Forever my*. These become part of the contract. If the member / client does not agree with the validity of the terms and conditions, no contract can be concluded.

§ 1 Validity

By registering as a member (hereinafter referred to as client), you accept the terms and conditions of the contractor *Forever my* Partnervermittlung, Berliner Strasse 28, 52428 Jülich, owner **Martina Neunzling** (hereinafter referred to as ***Forever my***). As part of an existing business relationship, our terms and conditions are valid even if not referenced separately in a single transaction. The services provided by *Forever my* are made solely on the basis of these General Terms and Conditions.

§ 2 Object

Forever my offers its members three different contract variants : Basic ♦ Premium ♦ Personnel. The basic contract allows a contracting party to use the basic services of the internet portal free of charge. The fee-based premium service extends the basic contract with individual search strategies for partner selection. The contract variant personnel requires a detailed, even telephone consultation with *Forever my*. In all contractual variants, the member agrees to truthfully fill in a personal questionnaire. This is carried out online with basic and premium services. By completing the online questionnaire, the contract for the free basic services is automatically concluded.

The object of the individual contracts is a service contract activity of the contractor, which is directed to the establishment and the entry of a partnership of the client. The main object is the appropriate inclusion of features in a database, which can fundamentally "calculate" partner suggestions by comparing features, statistical analysis methods and psychological dimensions. With regard to the compatibility of the agreement with *Forever my*, *Forever my* can not guarantee the success of the partner search or the partner proposal or owe it to the client.

• **Basic contract**

The subject of this agreement is in particular

- the creation of a general public person profile and a non-public personality profile based on the data provided by the client from the online questionnaire
- the recording and management of the data in the *Forever my* database
- Provision of public search strategies according to the general characteristics of persons
- Setting a photo of the client

• **Premium contract**

The subject of this agreement is in particular

- the assumption of all services of the basic package
- the system-driven display of partner suggestions on the basis of the desired personal

characteristics, taking into account the interrelationships of personality profiles on the Internet portal *www.forevermy.de*. *Forever my* can not assure 100% correctness when attuning personality traits, since statistical methods can only determine this with a certain probability and the analysis procedures are based on the truthfulness of the statements of your members.

- **Personal contract**

The subject of this agreement is in particular

- The creation of a detailed requirement profile of the client with the help a personal or telephone conversation
- The creation of a personality profile based on the data provided by the client and survey data from a questionnaire (also possible online).
- The recording and management of personal data in the *Forever my* database
- the placement of contacts with other members and partners
- the preparation and individual selection of partner suggestions and their appropriate provision for the client
- the publication of the personality traits describing the client and a brief expose without and with image while respecting data protection at *www.forevermy.de*.
- the optional publication of a contact ad in public display sheets (print media) with and without image.

Forever my understands your task in a mediation activity of contact requests of its clients. An opportunity to establish contact is not owed. However, *Forever my* is entitled to provide the client with partner suggestions from its own database if this is desired by the respective partner seeker on both sides.

Likewise, *Forever my* is entitled to recommend partner seekers who have signed a contract to other partner seekers. The member of a basic or premium contract, however, has no claim to the performance of an active mediation.

Forever my is entitled to contact its members by telephone, written contact or via email in order to complete and verify the required data.

§ 3 Conclusion

The client declares to *Forever my* that he has reached the age of at least 18 and is currently not in a relationship or partnership; but to be single, divorced, separated or widowed.

Forever my reserves the right to reject orders if *Forever my* already recognizes from the customer's data and information that suitable partner suggestions can not be made or the member did not make any truthful statements. A prerequisite for the use of the services offered by *Forever my* is a registration of the client and the completion of the personality questionnaire. All fields of the registration form and the questionnaire must be completed completely and truthfully. Registration is only allowed for natural persons. Surnames, telephone numbers or email addresses are not allowed as a registration name. Registration must be done in person only. There is no right to a specific registration name.

- The **personnel contract** is concluded with the signing of the service contract by the member and *Forever my*. The **basic and premium contract** are handled by the computer- assisted routines of the Internet portal and by email confirmation by *Forever my*. The **basic and premium order** is confirmed with the statement "I have read and accepted the terms and conditions" and with a check mark in the field "Yes" and sent to *Forever my*. The contract is only concluded by sending a confirmation / acceptance by *Forever my*.
- The client undertakes to pay for the services to be provided by *Forever my* and receives a double of the contract. The contract is considered an invoice. The fee depends on the selection of the respective membership and is due immediately, in total including

the legal VAT. Other payment agreements require the prior agreement of both parties and the written form. There are no additional costs, unless the client wishes an optional contact ad in print media.

- The client assures *Forever my* that his given personal data is true, that he is of age and full legal capacity . The client confirms with his signature the correctness and completeness of his information in the contract.
- At the express request and order of the client, *Forever my* employees may also visit the latter at home or at another location in order to discuss and conclude the personnel contract. However, we would like to expressly point out that *Forever my* only carries out these external appointments at the explicit request of the client, so that there is no right of withdrawal for a so-called door-to-door transaction (within the meaning of § [312](#) Abs. 1 Nr. 1 BGB). Travel and travel costs are to be reimbursed by the client.

§ 4 Withdrawal

Each customer can revoke his contract within 14 days without giving reasons in writing (eg letter, fax or e-mail). The period begins after receipt of this instruction in writing, but not before conclusion of the contract and not before fulfillment of the information obligations under Article [246](#) § 2 in conjunction with § 1 paragraph 1 and 2 EGBGB and our obligations under § [312e](#) paragraph 1 sentence 1 BGB in Connection with Article [246](#) § 3 EGBGB. To maintain the cancellation period, the timely dispatch of the revocation is sufficient.

The revocation must be sent to:

Forever my
Martina Neunzling
Berliner Strasse 28
52428 Jülich
E-mail: info [at] forevermy.de

You can also use the model withdrawal form below or our [contact form](#) on [forevermy.de/kontakt.php?cc=wr](#):

Model withdrawal form

If you want to revoke a contract, please fill out this form and send it back.

At

.....
.....
.....
.....

(Name, address, if necessary fax number and e-mail address of the entrepreneur)

I / we hereby revoke the contract concluded by myself / us
the purchase of the following goods / the provision of the following services:

.....
.....
.....

(Name of the product / service, if applicable order number and price)

Goods / services ordered on:

.....

date

Goods / services received on:

.....

date

Name and address of the consumer

.....

.....

.....

.....
Date of this letter

..... ..
Customer signature

(only with written revocation)

Consequences of Withdrawal

In the case of an effective cancellation, the mutually received benefits shall be reciprocally returned to each other and, if necessary, any benefits derived (eg use advantages) shall be surrendered. If the received performance can not be returned wholly or partially or only in a deteriorated condition, compensation for the value must be provided if necessary. This may result in the contractual payment obligations being met for the period until cancellation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for the customer with the dispatch of the revocation, for

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with their reception.

Special instructions:

The right of revocation expires prematurely if the contract has been completely fulfilled by both parties at the express request of the customer before the customer has exercised his right of revocation. (cf § [312d](#) Abs. 3 BGB)

The right of withdrawal also expires prematurely in some cases when *Forever my* has already provided or commenced services, which are scheduled with the customer. (see § [312d](#) Abs. 6 BGB).

End of revocation

By using the services offered by *Forever my* , the user gives his explicit consent that *Forever my* can start providing the contractual service (s).

§ 5 Contract duration

The contract begins with the signing of the contract or the receipt of the order confirmation. The term of the contract depends on the selection of the order type BASIS-PREMIUM-PERSONAL or the agreement made. The contract ends automatically by termination at the agreed contract term, if the client does not contact *Forever my* or use the internet portal *forevermy.de* for up to half of the agreed contract term . The basic and personnel contract has a term of one year. The premium contract has a term of 3 months, which is automatically extended by using the services and consent of the contractor by 3 months to the end of the month of the contract period. The use of the *Forever my* internet services by the members is determined by logging the last registration date of the member on *forevermy.de*. The clients can terminate a contract at any time without notice within the term in writing.

§ 6 Scope

General

Forever my provides an online questionnaire on the Internet at *www.forevermy.de* for collecting personal data. Members can fill in these free of charge.

Forever my is not responsible for making contacts. It is the customer's responsibility to make an appointment for appointments. *Forever my* merely provides a platform for contact requests

Forever my always strives to increase its membership through appropriate measures such as Internet advertising, search engine optimization, listing in business directories, advertisements in newspapers and magazines to complement the partnership pool.

- **Basic contract**

The client answers the online questionnaire. From this data *Forever my* develops a public personal and an individual non-public personality profile. The collected data flow into the *Forever my* database.

The clients can have their partnership proposals generated by the system according to the criteria for public personality characteristics and contact the listed members via the platform. This applies in the sense of the contract as proof of achievement.

- **Premium contract**

Forever my allows the client the scope of services of the basic order. In addition, the member may fill out a standardized job profile by requesting certain characteristics for the partnership proposals. The identified partner suggestions are also listed in an order of preference according to the principle of compatibility of personalities. The members can exchange their address data via the platform *forevermy.de*. This applies in the sense of this contract as proof of achievement.

- **Personal contract**

Forever my allows for a personal conversation by an authorized customer advisor. The client answers the questionnaire. *Forever my* compiles an individual requirements profile as well as a personality profile of the client from these data and the details from the personal interview. The results flow into the *Forever my* database and the data are compared with those of other members.

Forever my allows you to contact all your contractors. *Forever my* reserves the right to make a review of the two-way partner desire ideas and to evaluate the partner proposals according to the principle of compatibility of personalities. The members receive partner suggestions by means of a detailed personal telephone call with naming of the pseudonym, first name, telephone number and a meaningful description. After mutual agreement, the submission of the partner proposals can also be made by e-mail, or letter. The partner proposal accepted by the contracting parties within the meaning of this contract shall apply if the contracting party enters into the contact request of another member submitted by *Forever my*.

§ 7 Advertisements

The client agrees with the optional conclusion of contract INSERAT the publication of his personal ads in the agreed media to .. However, the client is not entitled to advertisements outside the platform *forevermy.de*. *Forever my* is responsible for determining the nature, extent, timing and location of the publication. *Forever my* may, at its sole discretion, determine whether a client is included in an advertisement and how it is designed. For dormant memberships *Forever my* will not advertise. The display of an advertisement on *www.forevermy.de* is subject to a charge for basic and premium members.

The personnel contract includes free publications of advertisements on *www.forevermy.de*.

For advertisements in print media (magazines) the client incurs additional fees per advertisement.

§ 8 Costs

The costs of the services provided by *Forever my* can be found in the respective price overview, which can be viewed on the website www.forevermy.de or which you can obtain directly from *Forever my*, Martina Neunzling, Berliner Strasse 28, 52428 Jülich. The reimbursement arises once for admission as a staff member in the database and the creation of the Exposees and your requirement profile at the conclusion of the contract. The cost of the premium member is charged quarterly. The basic membership is free. Services are to be paid in advance.

§ 9 Warranty

The client is aware that *Forever my* can not guarantee the success of the contact between the members or for any other suggested partnership proposals. *Forever my* owes only the effort to find a contact. No success can be guaranteed, as the success depends in part on the client himself, on the other partner seeker and on the veracity of the statements of third parties. *Forever my* also can not guarantee that *Forever my's* database contains data from members that lead to a partner proposal after evaluation and comparison with the personality profile of the member or their search criteria and wishes. So *Forever my* owes only the transmission of the data to make contact. *Forever my* provided this service in full after the data has been passed on to the respective clients.

§ 10 Liability

Forever my is not liable for false information provided by members and can not be held liable for incorrect information being forwarded to third parties due to false information provided by the client. The contractor accepts no liability for damages, consequential damages, losses or disadvantages arising to the client through his registration, the administration, the forwarding of his data to third parties as well as the receipt of external data.

If the rights of third parties are infringed by the data transmitted by a client or if third parties otherwise incur damage to third parties, the client undertakes to indemnify *Forever my* against all subsequent claims of third parties.

Forever my can not always guarantee the uninterrupted usability or accessibility of its services. In particular, *Forever my* is exempt from liability if damage or the disclosure of personal data by third parties are caused or caused, which are not within the scope of responsibility of *Forever my* (eg interference by hackers or stalking). *Forever my* can not be held liable for technically justified transmission delays or failures.

The customer is advised that data transmitted online may be accessible to third parties and manipulatable. The client bears the responsibility for setting up and using security and protection measures (anti-virus scanner, antimalware, firewall).

§ 11 data protection

The *Forever my* dating agency takes the protection of your personal information very seriously. Your data will be protected within the framework of legal data protection. The following statement gives you an overview of how we ensure this protection and what kind of data is collected for which purpose.

1) Automatic data processing on this website

Forever my automatically collects and stores in its server log files some of the information normally transmitted by the browser, provided your browser it provides .. They are:

- Browser type and version
- used operating system
- Referrer URL (the previously visited page)

- Host name of the accessing computer (IP address)
- Time of the server request.

This data can not be assigned by *Forever my* to specific individuals. A merge of this data with other data sources is not performed, the data is also deleted after a statistical evaluation.

2) Cookies

The websites use so-called cookies in some places. They serve to make our offer more user-friendly, effective and secure. Cookies are small text files that are stored on your computer and stored by your browser. We use only so-called "session cookies". They are automatically deleted after your visit. Session cookies do not harm your computer and do not contain viruses.

3) Use and disclosure of personal data

Insofar as you have provided us with personal data, we only use these to answer your inquiries, to handle contracts concluded with you and for technical administration.

Your personal data will only be disclosed to third parties or otherwise transmitted, if this is necessary for the purpose of the contract, if this is necessary for billing purposes or if you have previously consented. You have the right to revoke your consent with effect for the future at any time.

The deletion of the stored personal data takes place if you revoke your consent to the storage, if their knowledge is no longer necessary for the fulfillment of the purpose with which they were stored or if their storage is inadmissible for other legal reasons.

The profile sheet transmits detailed personal data to *Forever my*. The service of *Forever my* requires the storage, processing and disclosure of such personal data. By submitting the profile sheet, a collection, processing and use of personal data is approved. This also applies to the electronic storage and evaluation. *Forever my* is entitled to process in the context of the purpose of the contract, the entrusted personal data in compliance with the privacy practices or have processed by third parties. However, contact details such as name and surname of the client as well as the street address and the house number, telephone number, email address and photo are not disclosed, but replaced by an ID number .

The client agrees to the transfer of his public personal data in the sense of the order, ie a transfer to third parties for dating agencies is possible at any time, and requires no separate agreement. Under no circumstances will the data entrusted to the person be passed on to third parties with regard to the personality test. The personality data are always stored anonymously, ie that a direct reference to a person in the personality database is not recognizable. To protect your personality, personal information is stored only on *Forever my's* internal servers . The assignment of confidential personal data with the personality values is only possible *Forever my*. Even the *Forever my* administrators can only access the interpreted, statistical values of the test procedures and if this is necessary to fulfill the contract.

4) Right to information

On written request we will gladly inform you about the data stored about you.

However, you will not receive any information on the personality test from *Forever my* in particular, not on item level (raw data). The personality test does not "rate" your person. It only determines statistical parameters that should provide information about the suitability (compatibility) of persons with regard to a partnership. I am not interested in whether a person is empathetic or not! At best, we are interested in whether a sensitive personality can match a less sensitive personality in a variety of changeable (interacting) personality traits. Because of this question, we can therefore do no "education work" to your personality. The personality test used is completely unsuitable for such a task and question!

Forever my is the responsible opinion that results of psychological testing should in principle

not be interpreted without comment and without being interpreted by a professional (psychologist) to be a layman. This work can *Forever my* not free of charge.

§ 12 Right of termination

- personal contract

Contracts between the client and *Forever my* are only concluded for a limited period of time without an extension clause. If the client wishes to continue the contract beyond the agreed time, a new contract must be concluded for a certain period of time.

The participant has the right to termination without notice under [§ 627 BGB](#) B, since the dating service is a higher-level service. The right to extraordinary termination according to [§ 626 BGB](#) is wrong.

With regard to eligible reimbursements, if the participant is entitled to credit due to services not yet provided, the statutory provisions apply. However, it should be noted that at least 40% of the remuneration for the preparation of the profile / expose and the administrative work and costs must be regularly recognized as advance payments. The remaining amount is distributed over the term and agreed number of partner proposals. Termination must be in writing (eg letter or fax, an e-mail sent by the client without confirmation by *Forever my* is not sufficient), preferably to facilitate proof by registered mail, stating the name, address and customer number. Upon termination of the contract, all public data of the client will be deleted from *Forever my's* database if they are not required for the economic execution of the contract.

- Basic and premium contract

With respect to a basic or premium contract, there is no right to ordinary termination. This service is not a service of a higher nature. The client is obliged to pay to *Forever my* any unpaid remuneration for the service he has requested or has no right to a refund of the compensation paid to *Forever my*. The right to extraordinary termination remains unaffected. We would like to point out once again that our contracts are automatically terminated if you use our services in accordance with the regulations in §5 contract period no longer claim.

Forever my is entitled to terminate the client with immediate effect for important reasons, such as concealment of difficult circumstances, secretive illnesses and disabilities, concealment of an existing partnership, harassment or threat to other members, unlawful conduct, violation of morality. In these cases, the client is obliged to compensate for any damage caused. In addition, *Forever my* reserves the right to take criminal action with appropriate relevant behavior.

§ 13 Responsibility and duties of the client

The client is solely responsible for the content of his registration and thus for the transfer of his data, which he discloses of himself. By placing the order, the client assures that the data provided by him is true and complete.

Forever my reserves the right to investigate criminal and civil actions in case of intentional misrepresentation and to initiate the prosecution or assert its own claims.

The client must notify *Forever my* immediately of any changes to his personal data, mandatory if a partnership search is no longer desired. This can be arranged by the client in the customer base itself. *Forever my* will also be happy to change the staffing arrangements for you perform and update the database.

If the principal of the employment contract has entered into a partnership resulting from the services of *Forever my*, then it is possible to close down the contract for 10 weeks. If after the closure no feedback to *Forever my* done, the order is considered fulfilled. Otherwise, the member will have the opportunity to reactivate his data within this deadline. The client further assures that the data of the partner proposals given to him are treated confidentially.

The client is obligated to treat e-mails and other messages in the search for a partner confidentially and secretly and not to make them accessible to third parties without the consent of their originator or to publish them. To the same extent, this applies to other information entrusted to it, such as name, telephone number, home or e-mail address and other information of non-public interest.

§ 14 Penalty

The client further assures that he has no business intentions and that he does not use the data entrusted to him by third parties for commercial or advertising purposes. In particular, he affirms that *Forever my's* performance will not be misused to commercially offer through paid service numbers or otherwise. In the event that this Agreement is not complied with, a penalty for each case of infringement of € 8,500 is hereby agreed, excluding the continuation of the agreement.

§ 15 Others

Forever my is entitled to commission third parties and vicarious agents with the provision of parts or the entire range of services, insofar as no disadvantages arise for the client as a result. Contract amendments, additions and side agreements require the written form to be effective, unless otherwise stipulated in these Terms and Conditions. This also applies to this clause itself.

Should a provision of the contract or the terms and conditions be or become ineffective or should the contract be incomplete, the contract shall not be affected in its other content. The ineffective provision shall be replaced by a provision that comes closest to the meaning. In the same way, any contract gap should be closed.

§ 16 Jurisdiction and place of fulfillment

Jurisdiction is Jülich, if the client has no general jurisdiction in Germany. Only the law of the Federal Republic of Germany applies to the legal relationship between the clients and *Forever my*.

Remark: This is a service for our international visitors. This document has translated by a translation machine and my have translation errors. Therefore, only the original German wording applies and only this is legally binding.