Use conditions for the flea market under www.waabs.de (stand: 4-7-2004)

The following use conditions apply to the flea market:

The flea market exclusively is operated online.

The advertisements are valid of 4 weeks. After this they are deleted automatically.

The side operator reserves for himself to exclude advertisements of the flea market high-handedly.

The advertizer accepts his details with this for these use conditions ahead of the free wiring of an advertisement confirmed.

On the right results of the abuse in connection with the Inseratsaufgabe: In the case of a violation of § 5 paragraphs 1 -11 of this AGB-ÖB the side operator is authorized to decline the corresponding advertisements without changing advance notice or caution and deleting partly or completely and excluding advertizers till duration of the participation. Deletion by the side operator remains obligedly to the settlement of the Inseratskosten in accordance with price list for the use of the public area the advertizer to cover the effort of the side operator in the case this one entitled after this. Applies to other abuse facts of the matter in connection with the Inseratsaufgabe corresponding.

Verantwortlichkeit for the contents of the advertisements:

the side operator saves strange information (for 1) for users as services -- for supplier according to for the tele-service -- for law (TDG) into by the Internet for accessible databases and one makes merely the technical prerequisites available for the conveyance of information (advertisements) and is in the relation between supplier and purchase interested party or buyer neither as mediator, och as a party or as a representative

Party tied. Responsible for the contents of the advertisements is exclusively the advertizer. The side operator isn't committed to doing the check of the legitimacy of the stored advertisements with respect to contents and presentation. Neither the correctness of the contents of the advertisements nor the identity of the advertizer can be checked by the side operator in the rule.

(2), the side operator isn't liable for damages from shortened or distorted appearance of advertisements or from the improper use of data by third parties.

every guarantee and liability for it rule out that the advertisements satisfy the legal regulations of the country (3) the side operator in which they can be called or mediator or vehicle seller has his seat in that one of the vehicle buyers.

(4), the side operator excludes particularly any guarantee and liability, sales contracts this one can arise that, this one on the basis, this one the side operators' advertisements

are started or completed or in another way aren't enforceable according to the law of a Land of a touched state at one or more twoly standing economizing tannins of this one Sales contract lead to legal or economic disadvantages.

(5), the advertizer exempts the side operator of all claims which assert third parties in connection with the publication of advertisements. Costs for the damage reduction also have to be borne by the advertizer.

Protection of data privacy

According to the tele-service and the tele-service data protection law the side operator renders tele-services opposite the customers.

The side operator needs the offered services' personal data of the users who are made in this respect publicly accessibly as it is required for the scheduled use (e.g. at advertisements under "flea market") for yours. Furthermore person-related data are been of use even in the context of the legal regulations and not passed on to third parties exclusively by the side operator.

For statistical purposes the side operator reserves the right to pass data made anonymous and not -related person (e.g. advertisement -- information) on.

Exclusively German law is valid it.

Side operator and responsible for the flea market: