

General terms and conditions

1. APP provider

Emojis Keyboard Application ("APP" or "Service") is an application (APP) of Bob Mobile Deutschland GmbH, Grünstraße 8, 40212 Düsseldorf, bobmobiledeutschland@gmail.com ("BOB"), which can be downloaded via different APP stores. BOB provides the APP to Users according to the following conditions. These General Terms and Conditions may be viewed in the context of the APP at any time.

2. Description of Service

- By way of this APP, Users have access to Emoticons and use it in email programs as well as the currently supported Messaging APPs of other providers (currently, e.g. WhatsApp Messenger, Instagram, SnapChat and Twitter).
- In the Free version, the usage of the APP is free of charge. BOB reserves the right to offer this APP entirely or partially subject to a charge or combine this APP with other fee-based APPs in the future.

3. Payment and method of payment

In as far as the APP is offered subject to a fee, the following regulations apply:

- The costs of the APP are specified in the respective current offer.
- Payment is made via the APP store and is executed in the payment method selected by the User.

4. Usage right

- The User obtains the simple, non-exclusive, non-transferrable, revocable usage right to use the APP and the content of BOB or third parties (hereinafter referred to as "APP Content") contained therein in accordance with these General terms and conditions as well as the APP store General terms and conditions in the context of private use, in particular the right to download or install the APP via the particular provided APP store to an iPhone or iPad belonging to him or in his possession and use the APP in accordance with these General terms and conditions - particularly according to item 2.1.

Each User of this APP has to purchase his own usage right; the transfer of this APP is prohibited.

- In the context of the free-of-charge usage of the Free Version of the APP, BOB is entitled to revoke this usage right at its discretion and have it de-installed; this particularly applies

- in case of technical malfunctions of the APP;
- in case of compatibility issues with other applications; or
- in case of the User's violation of these General terms and conditions or the General terms and conditions of the APP store operator.

5. Proprietary rights

- The User acknowledges that the APP as well as the APP Content of BOB or third parties is protected by rights for the protection of intellectual property (industrial property rights) - particularly copyrights. The User is not entitled to use the content provided in the context of the APP beyond the contractual purpose specified under item, particularly to use, process, store and/or transfer them to third parties beyond messaging or email services, unless this occurs with the explicit prior written consent from BOB.
- Without the prior written consent of BOB, the User is particularly prohibited from
 - completely or partially copying or altering the APP and/or the APP Content or distributing it free of charge or subject to charge, or making it publically available either by himself or through third parties;
 - changing, reproducing, decompiling, distributing or copying the source code of the APP or the APP Content or making it publically available, unless this is covered by the intended usage according to item 1;
 - using the APP or the APP Content in connection with illegal contents, particularly such contents, which glorify violence, are sexist, pornographic, Nazi-related, youth-endangering or in any other manner illegal;
 - applying the APP or the APP Content in connection with illegal conduct or inciting others; illegal conduct particularly includes
 - violations of the Data Protection Act,
 - violation of third party rights, particularly copyright and personal rights as well as disparaging or offensive comments (i.e. mobbing),
 - violations of the law against unfair competition (UWG (Unfair Competition Act)),
 - stalking;
 - spamming,
 - dispatch of data which is suitable to cause damage to BOB or third parties (e.g. viruses, Trojans),
 - The violation of proprietary rights of BOB or third parties according to 1,
 - to use the APP or the APP Content for commercial purposes, particularly for the advertising of services or products as well as the promotion of financial interests of the User or a third party,
 - to incorporate or link the APP or the APP Content or parts thereof (e.g. individual graphics) in own or foreign services or
 - to offer services in the internet against payment or free of charge, which relate to the APP or the APP Content and which create the erroneous impression that the User would receive benefits or that the Service would be provided with the consent of or in cooperation with BOB.

6. Obligation of the User

- The User is solely responsible for the usage of the APP and/or the Service according to the law. He warrants to uphold all statutory and contractual specifications, particularly according to the Data Protection Act and the law on competition when utilising the Service.
- With the aid of suitable, state of the art protection programs, the User shall ensure that the messages containing APP Content dispatched by him are free from damaging code, such as viruses or Trojans.
- The User is responsible for the regular safeguarding of his data.
- The User is responsible for verifying whether - based on the usage of the Service - he has to observe any laws, ordinances or other regulation of a state or country, which apply to him and ensure compliance with such laws, ordinances or regulations.
- The User is responsible for the observation of respective contractual conditions and specifications of the messaging services applied by the User.
- In order to maintain the best possible stability and safety of the APP, the User is urgently requested to download and executed the respectively current updates.

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- Prior to the sale of any iPhone containing the APP, the APP has to be completely removed.
- By downloading the APP, the User confirms that he

- is not in a country which - on the part of the US Government -
 - is subject to an embargo or
 - was classified as a country supporting terrorism and
- is not mentioned in a list of prohibited or restricted parties of the US Government; and
- considers the Usage Agreement as an agreement for the benefit of third parties in terms of § 328 BGB (German Civil Code) for the benefit of Apple.

7. Exemption

- The User warrants that the type and manner of the usage of the APP and the APP Content does not breach applicable law, particular third party rights.
- However, if claims are asserted against BOB in this context, the User exempts BOB from all third party claims. The User furthermore reimburses BOB for all damages and expenditures in this context. This particularly applies for the reimbursement of costs for his defence against the asserted claim (e.g. court and solicitor's costs). The above-mentioned exemption particularly applies for violations of items 1 (statutory and contractual specifications), 6.2 (damage code) and 6.4 (mandatory specifications of other legal systems).

8. Warranty / availability of Service

- BOB provides the User with an APP including the APP Content at the current state of development ("as is"). If the APP is provided to the User free of charge, BOB is particularly not providing any warranty. In the event of a fee-based APP, the User is entitled to the statutory warranty rights. If the User does not maintain the APP at the latest state of the art by downloading updates (see item ...), the warranty may be limited or void.
- BOB is not liable for the constant availability of the download service.
- Description for the functionality of the APP as well as information regarding the extent of the functionalities merely have a descriptive purpose and do not constitute warranties, unless explicitly specified as such in writing.
- BOB endeavours to provide utmost topicality, functionality and safety of its products. In order to make this possible, updates of the APP may be required, which may temporarily impair the availability of the APP Contents completely or partially. The User condones any resulting impairments of a relative and reasonable extent.
- As the messaging services of third parties are changing constantly, BOB cannot warrant the usability of the APP Content in third party message services.
- The download of the APP as well as its installation occur at the expense and risk of the User. BOB is not liable for damages or other faults based on the incompatibility of the APP and/or the Service with the User's software or hardware, unless the compatibility was explicitly specified as such by BOB.
- BOB and the User acknowledge that Apple does not provide any warranty or support for the APP in the context of the free-of-charge usage; at the same time, the User can contact Apple regarding a reimbursement in case of fee-based APPs. Any further claim against Apple is excluded.
- BOB and the User acknowledge that Google does not provide any warranty or support for the APP in the context of the free-of-charge usage; at the same time, the User can contact Google regarding a reimbursement in case of fee-based APPs. Any further claim against Google is excluded.

9. Liability

- BOB is only liable for compensation - regardless of the legal reason - in case of intent, gross negligence and moderately negligent breach of essential contractual obligations. Essential contractual obligations are those, whereby the fulfilment is necessary to achieve the objective of this Agreement. In the event of moderately negligent breach of essential contractual obligations, the liability of BOB is limited to the replacement of the foreseeable damage typical to the agreement. In particular, indirect damages are excluded from compensation. The liability limitations specified above do not apply for culpably caused damages based on the violation of life, limb or health as well as in other cases of mandatory statutory liability.
- If third party advertising is provided in the context of the APP, BOB is not liable for their content. BOB has no influence on the contents of this advertising and is explicitly not adopting them as his own.

10. Information regarding data processing

If BOB or commissioned partners collect and store personal data of the User in the context of the installation and/or usage of the APP, it occurs according to the specifications of the applicable Data Protection Act, particularly according to the Federal Data Protection Act and the Telemedia Act. Reference is made to the Data Protection Policy, available at [Link] for further information regarding the raising, processing and using data.

11. Adaptation of General terms and conditions

- BOB reserves the right to adapt these General terms and conditions from time to time without stating reasons, unless this is unreasonable for the User. This is the case if the change concerns the fee-based version of the APP and if the change would represent a disadvantage for the User.
- BOB shall inform the User of the changes in due time. These changes are considered approved if the User does not object to these changes in writing (e.g. email) within 6 weeks following receipt of the change notification, whereby BOB shall explicitly refer to the right of objection and the consequence of an omitted objection in the change notification.
- Regardless of items 1 and 10.2 BOB is entitled to change these General terms and conditions

- if the change is merely advantageous for the User,
- if the change is merely technical or is conditional upon a systems process, unless it has an essential impact for the User,
- if BOB is obligated to effect a change based on mandatory statutory specifications, such as a change of the applicable legal position,
- if BOB initiates additional Services, unless the changes the existing Usage Agreement detrimental to the User.

12. Duration of the usage of the Service / termination

- The term of the Usage Agreement between BOB and the User for the utilisation of the APP is indefinite.
- In case of the free-of-charge version, the Usage Agreement can be terminated informally by either contractual party at any time without stating reasons and without complying with a period of notice. In case of the fee-based version, the User can terminate the Usage Agreement at any time by way of de-installation.
- Both Parties are entitled to terminate the fee-based Usage Agreement for an important reason. An important reason for a termination without notice particularly exists for BOB if
 - the User violates essential obligations in this Agreement (particularly item 5.2) and fails to cease these violations despite prior warning and granting of a period of grace,
 - the User utilises contents for commercial purpose or distributes or sends contents for other non-private purposes, makes it publically accessible or presents it publically.

13. Final conditions

- With this registration, the User declares to have read these General terms and conditions as well as the Data Protection Policy [Link] and agrees with their validity.
- Changes, amendments and subsidiary agreements require the written form. This also applies in the event of a waiver of the requirement for the written form.
- The contractual relationship with the User as well as all claims from or in connection with the Agreement (e.g. also extra-contractual claims) is subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- Place of fulfilment is the registered office of BOB.
- The registered office of BOB is the exclusive place of jurisdiction for all disputes arising from this agreement between the User and BOB if the contractual partner is a merchant, a legal person under public law or a special fund under public law.
- In the event of contradictions between the different language versions of these General terms and conditions and/or question of interpretation, the German version is decisive.
- The General terms and conditions apply exclusively. Deviating, opposing or supplemental general conditions only become a component of the Agreement as BOB has explicitly agreed to their validity in writing.