

Terms & Legal Notice

Privacy & Cookie Policy

August 2020

The Terms and the Privacy & Cookie Policy set forth the terms and conditions under which you may use this website and services as offered and describes how your personal information is collected, used, and shared and what cookies are used when you visit (the "Site").

Terms of Use & Legal Notice

By accessing or using the Site or service, you approve that you have read, understood, and agree to be bound by these Terms.

Owner

The Owner of this Site is Rechtsanwalt Dr. Jörn Radloff (Attorney at Law) with offices in London and Munich (the "Owner", "us", or "we"). For contact information please see the information provided below.

Admission & Responsible Oversight Bodies

Dr. Jörn Radloff is as "Rechtsanwalt" (Attorney at law) admitted to practice in the Federal Republic of Germany and solely acting as Rechtsanwalt in specific legal matters and not as an English Solicitor or Attorney under any other jurisdictions than Germany. The responsible oversight body is the following bar association: Rechtsanwaltskammer für den Oberlandesgerichtsbezirk München, Tal 33, 80331 Munich, Germany.

Applicable Professional Standards for Attorneys in Germany

Federal Attorneys' Act (BRAO), Federal Attorneys' Fees Act (RVG), Professional Rules and Regulations for Attorneys (BORA), and the Code of Conduct for Lawyers in the

European Union (CCBE-Rules). These laws and regulations are available in full text at www.brak.de (German Federal Bar Association).

Copyright

The Site, service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of the Owner or any third party which has been granted such license to the Owner. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

If indicated, individual parts of this Site may be downloaded, stored temporarily and printed out exclusively for use within your own company. Any other reproduction, transfer or dissemination of any contents of this website, especially by download, storage, printout or otherwise, is subject to prior written consent of the Owner.

Data Privacy

Visits to this Site solely induce the collection of data required to allow the visit, including IP addresses and browser information. They will be stored in anonymized form for statistical purposes. In addition, thereto the Site collects personal data provided by visitors via the Site or sent to the owner of this Site. The owner uses such information solely for the purpose for which it has been transmitted to the owner. The owner will not use it for any other purpose without your prior permission. This privacy statement does not apply to any third-party websites to which this website contains hyperlinks.

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

For detailed information please read the Privacy & Cookie Policy below.

Liability & Indemnification

To the maximum extent permitted by applicable law, in no event shall the Owner, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data

or other intangible losses, arising out of or relating to the use of, or inability to use, the service. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

To the maximum extent permitted by applicable law, the Owner assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

You agree to indemnify and hold the Owner harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the Site or any of the services offered on the Site.

Nothing in these Term shall restrict or exclude any liability that we have to any party which cannot be excluded by law and in particular, and notwithstanding any term of these Terms, our liability for death or personal injury caused by our negligence shall not be limited or excluded in any way.

Disclaimer

The Owner of this Site does not review the contents of linked third-party websites and does therefore assume no liability with regard to any use of such links or with regard to any reliance on the accuracy of their contents. When accessing a website via this Site it is advisable to check their terms of use and privacy policies as other websites are not subject to this Site Terms and we do not endorse or accept any responsibility for their content. The information on this Site is provided for information purposes only and does not constitute legal advice.

The Site and the information and materials thereon may include "forward-looking" statements that involve uncertainties and risks. There can be no assurance that actual results will not differ from the expectations of such statements. We are under no duty to update any of the forward-looking statements and do not intend to do so nor are liable for the content of such statements.

No reliance

The Website contains general information and, although we endeavour to ensure that the content is accurate and up to date, users should seek appropriate legal advice before taking or refraining from taking any action. The information on this

Site is provided for information purposes only and does not constitute legal advice. The contents of the Site should not be construed as legal or other professional advice and we disclaim any liability in relation to its use. The information on the Website does not necessarily reflect the views and opinions the Owner.

Prohibited use

You agree not to use the Site:

- via automated systems or software to extract data from this Site for commercial and private purposes, ('screen scraping') unless you have directly concluded a written licence agreement with the Owner in which permits it access to information;
- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Site except where expressly permitted in writing by the Owner;
- to disseminate advertisements or for any other commercial purposes (which would include using the Site to promote or encourage the sale of your goods/services);
- to transmit or re-circulate any material obtained from the Site to any third party;
- in such a way so as to remove the copyright or trademark notice(s) from any copies of any material made in accordance with these terms;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- to disseminate any material which is abusive, defamatory or obscene, may harass, offend or inconvenience any person, applauds, encourages or entices abuse, discrimination or criminal activity or which might restrict or inhibit the use and enjoyment of the Site by any person;
- to disseminate any material that contains software viruses, or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- in any way that might infringe third party privacy or other rights, is unlawful or that might bring the Owner into disrepute.

General

We reserve the right to immediately change or terminate your access to the Services or the Site, with or without notice, at any time, without liability to you, any other user or any third party.

You may not transfer any of your rights under these Terms to any other third party.

In order to use our website and/or receive our services, you must be at least [add number] years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Site or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the Site or the service.

In the event that any term of these Terms is held to be invalid or unenforceable, the remainder of these Terms & Conditions shall remain valid and enforceable.

Jurisdiction & Forum

The legal notices on this Site, as well as any disputes arising from or in connection with the contents of this Site, are subject to the laws of Germany. These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Germany, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Munich, Germany. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Privacy & Cookie Policy

This Privacy & Cookie Policy describes how your personal information is collected, used, and shared and what cookies are used when you visit (the “Site”).

Collection of Personal Information

We receive, collect and store any information you enter on the Site or provide in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information such as name, email and IP address.

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically collected information as “Device Information.”

We collect Device Information using the following technologies:

- “Cookies” are data files that are placed on your device or computer and often include an anonymous unique identifier.
- “Log files” track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- “Web beacons,” “tags,” and “pixels” are electronic files used to record information about how you browse the Site.

Additionally, when you contact us through the Site, we collect certain information from you, including your name, contact information, email address, and phone number. We refer to this information as “Contact Information.”

When we talk about “Personal Information” in this Privacy & Cookie Policy, we are talking both about Device Information and Contact Information.

Cookies

As is common practice with almost all professional websites this Site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This section describes what information they gather, how we use it and why we sometimes need to store these cookies.

In general, cookies can be classified according to their type, duration and category. For more general information on cookies, please read "What Are Cookies" or visit <http://www.allaboutcookies.org>

Usage of Cookies

We use cookies for a variety of reasons detailed below. Unfortunately, in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this Site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.

The used Cookies (First Party Cookies)

- Forms related cookies: When you submit data to through a form such as those found on contact pages, comment forms or download requests, cookies may be set to remember your user details for future correspondence.
- Surveys related cookies: From time to time we offer user surveys and questionnaires to provide you with interesting insights, helpful tools, or to understand our user base more accurately. These surveys may use cookies to remember who has already taken part in a survey or to provide you with accurate results after you change pages.
- Site preferences cookies: In order to provide you with a great experience on this Site we provide the functionality to set your preferences for how this Site runs when you use it. In order to remember your preferences, we need to set cookies so that this information can be called whenever you interact with a page is affected by your preferences.

Strictly necessary		
Cookie name	Duration	Purpose
ForceFlashSite	Session	When viewing a mobile site (old mobile under m.domain.com) it will force the server to display the non-mobile version and avoid redirecting to the mobile site
hs	Session	Security
smSession	Persistent(Two days or two weeks)	Identifies logged in site members
XSRF-TOKEN	Session	Security

The used Cookies (Third Party Cookies)

In some special cases we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this Site.

- This Site uses Google Analytics which is one of the most widespread and trusted analytics solutions on the web for helping us to understand how you use the Site and ways that we can improve your experience. These cookies may track things such as how long you spend on the Site and the pages that you visit so we can continue to produce engaging content. For more information on Google Analytics cookies, see the official Google Analytics page.
- Third party analytics are used to track and measure usage of this Site so that we can continue to produce engaging content. These cookies may track things such as how long you spend on the Site or pages you visit which helps us to understand how we can improve the Site for you.
- From time to time we test new features and make subtle changes to the way that the Site is delivered. When we are still testing new features, these cookies may be used to ensure that you receive a consistent experience whilst on the Site whilst ensuring we understand which optimisations our users appreciate the most.
- We also use social media buttons and/or plugins on this Site that allow you to connect with social networks in various ways. For these to work the following social media sites including; LinkedIn, Twitter, Medium, Instagram, Facebook and WeChat may set cookies through our Site which may be used to enhance your profile on their Site or contribute to the data they hold for various purposes outlined in their respective privacy policies.

Functionality		
Cookie name	Duration	Purpose
svSession	Persistent (Two years)	Identifies unique visitors and tracks a visitor's sessions on a site
SSR-caching	Session	Indicates how a site was rendered.
smSession	Persistent (Two weeks)	Identifies logged in site members
svSession	Persistent (Two years)	Identifies unique visitors and tracks a visitor's sessions on a site
TS*	Session	Security
TS01*****	Session	Security
TSxxxxxxx (where x is replaced with a random series of numbers and letters)	Session	Security
TSxxxxxxx_d (where x is replaced with a random series of numbers and letters)	Session	Security

Disabling Cookies

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will

affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this Site. You can also opt-out of Google Analytics here:
<https://tools.google.com/dlpage/gaoptout>.

Additionally, you can opt out of some of those services by visiting the Digital Advertising Alliance's opt-out portal at <http://optout.aboutads.info/>.

Use of your Personal Information

When you conduct a transaction on the Site, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated here.

We use the Contact Information that we collect generally to communicate with you and when in line with the preferences you have shared with us, provide you with information or relating to our services.

We collect such Non-personal and Personal Information for the following purposes:

- To provide and operate the Site and services;
- To provide assistance and technical support;
- To be able to contact our visitors and users with general or personalized service-related notices and promotional messages;
- To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
- To comply with any applicable laws and regulations.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize the Site for example, by generating analytics about how our customers browse and interact with the Site.

Communication with you

We may contact you to offer with general or personalized service-related notices and promotional messages or offer, to notify you regarding your association with us, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our services, or as otherwise necessary to contact you to enforce our Terms, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

Sharing your Personal Information

We share your Personal Information with third parties to help us use your Personal Information, as described above.

The Site is hosted on a hosting and service platform provider. This provider provides us with the online platform that allows us to display and sell our products and services to you. Your data may be stored through the platform providers storage, databases and the general applications. They store your data on secure servers behind a firewall. If you wish to have more information about the provider we use, please contact us.

For example, we also use Google Analytics to help us understand how our visitors use the Site. You can read more about how Google uses your Personal Information here:

You can also opt-out of Google Analytics here:
<https://tools.google.com/dlpage/gaoptout>.

Additionally, you can opt out of some of those services by visiting the Digital Advertising Alliance's opt-out portal at: <http://optout.aboutads.info/>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

Your rights

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident, we note that we are processing your information in order to fulfil contracts we might have with you or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

When you contact us through the Site, we will maintain your Contact Information for our records unless and until you ask us to delete this information. If you don't want us to process your data anymore, please contact us through the contact information below.

General

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

The Site is not intended for individuals under the age of 18.

We reserve the right to update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons. Changes and clarifications will take effect immediately upon their posting on the Site. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

Contact

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at mail@joernradloff.com de or by mail using the details provided below:

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