

TERMS AND PRIVACY

1. Acceptance of our Terms

By visiting the website WWW.FISHING-WORLDRECORDS.COM, viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to WWW.FISHING-WORLDRECORDS.COM, you agree to be bound by the following Terms and Conditions. If you do not want to be bound by our Terms your only option is not to visit, view or otherwise use the services of WWW.FISHING-WORLDRECORDS.COM. You understand, agree and acknowledge that these Terms constitute a legally binding agreement between you and WWW.FISHING-WORLDRECORDS.COM and that your use of WWW.FISHING-WORLDRECORDS.COM shall indicate your conclusive acceptance of this agreement. Terms and conditions of the Customer, if any, shall not be accepted unless expressly agreed otherwise in writing on a case-by-case basis.

2. Business Services

2.1 Order Processing & Customer's Duties

The Customer shall make accessible to WWW.FISHING-WORLDRECORDS.COM completely and in time all information and documents required for rendering the service. The Customer shall further be obliged to examine the documents made available for execution of the order (banner, photos, text etc.) for any copyrights, trademarks or other rights of third parties.

2.2 Warranty

The Customer shall notify any serious defects immediately and in any case within eight days of delivery/provision of the service by WWW.FISHING-WORLDRECORDS.COM in writing including a description of the serious defect; otherwise the service shall be deemed accepted. In the case of a justified and timely notification of serious defects the Customer shall be entitled to improvement or replacement of the delivery/service by WWW.FISHING-WORLDRECORDS.COM. The Customer shall be obliged to examine the service for its lawfulness, including but not limited to competition law, trademark law, copyright law and administrative law. WWW.FISHING-WORLDRECORDS.COM shall not be liable for accuracy of any contents provided by the Customer.

2.3 Early Termination

If the delivery/service of WWW.FISHING-WORLDRECORDS.COM is delayed for reasons for which WWW.FISHING-WORLDRECORDS.COM is not responsible, such as, e.g. events of force majeure or other unforeseeable events that cannot be prevented by reasonable means, the service obligations shall be suspended for the duration and to the extent of the impairment and the periods shall be extended accordingly. If such delays continue for more than four weeks, the Customer and the WWW.FISHING-WORLDRECORDS.COM shall be entitled to rescind the contract. If WWW.FISHING-WORLDRECORDS.COM is in default, the Customer may only rescind the contract after having granted a grace period of at least 14 days and such period has expired fruitlessly. Claims of the Customer for damages on the ground of non-performance or default shall be excluded, unless intent or gross negligence can be proved. WWW.FISHING-WORLDRECORDS.COM shall be entitled to terminate the contract for important reasons with immediate effect. Good cause includes in particular if the customer violates material obligations arising from this contract, such as e.g. payment of amounts declared due, or duty to cooperate, despite written warning and the granting of a grace period of 14 days.

2.4. Payment

In the case of payment default of the Customer statutory default interest at the rate of 7% will be charged. In the case of default the Customer also undertakes to reimburse the Agency the dunning and collection charges incurred to the extent they are necessary for pursuit of the claim. This shall in any case include the costs of two dunning letters (14 and 30 days after due date) at market rates and of one dunning letter of a lawyer who has been instructed with collection.

3. Disclaimer

Our pages contain links to external websites of third parties. We have examined these third party websites for any possible breach of rights at the time of the linking. At the time of the linking, no breach of rights was apparent. The contents of the pages linked by us are examined periodically. Should we become aware of any breach of rights, we will remove the respective links immediately. Please notify us of any breach of rights by sending an e-mail to our office.

4. Privacy

4.1 Privacy

WWW.FISHING-WORLDRECORDS.COM is committed to ensuring that your privacy is protected. What we collect: Business clients who maintain and update their business entries: first name, last name, email address, password; User who submit record data and photos: first name, last name, email address, country of origin. We require this information for internal record keeping and to improve our products and services. We may use the information to customise the website according to your interests. We reserve the right to communicate with our business clients using the contact information they have provided e.g. to verify the accuracy of account

information or for promotional offers. Business clients may request the deletion of their data after the expiry of the agreement at any time. We also use third party advertisements to support our site. Some of these advertisers may use technology such as cookies and web beacons when they advertise on our site, which will also send these advertisers information including your IP address, your ISP and the browser you used to visit our site. This is generally used for geo targeting purposes or showing certain ads based on specific sites visited. You can choose to disable or selectively turn off the cookies in your browser settings.

4.2 Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We don't save your IP address. You may request details of personal information which we hold about you under the Data Protection Act 1998.

5. Copyright ©

5.1 License to use Photos

The photos shown on WWW.FISHING-WORLDRECORDS.COM will not be used commercially. The copyright is held by the photographer in each case, usually a private individual. We cannot transmit the copyright to third parties, please refer to the copyright owner (the copyright to photos expires after 50 years).

5.2 Right to the Personal Image

Images of individuals may be made accessible to the public provided this does not infringe upon the justified interests of the person shown.

5.3 Declaration of Consent to the Release of Photos

In many cases, the copyright owner was not traceable. Please send an e-mail if you are the copyright owner of a photo. We will be happy to send you a draft declaration of consent.

6. Submitted Content

When you submit content to WWW.FISHING-WORLDRECORDS.COM you simultaneously grant WWW.FISHING-WORLDRECORDS.COM a worldwide, royalty free license to publish, modify, distribute and syndicate your content worldwide up to your revocation. You confirm and warrant that you have the required authority to grant the above license to WWW.FISHING-WORLDRECORDS.COM. You acknowledge that WWW.FISHING-WORLDRECORDS.COM does not pre-screen business entries, but has the right in its sole discretion to remove or block access to any submitted content that violates the Terms or is otherwise objectionable.

7. Applicable Law

The Agreement and all mutual rights and duties resulting therefrom as well as any claims between WWW.FISHING-WORLDRECORDS.COM and the Customer shall be subject to UN Sales Law.

8. Arbitration Clause

All disputes arising from this agreement or which refer to its violation, dissolution or invalidity shall be finally settled by the international arbitration court of the Austrian Federal Chamber of Commerce in Vienna by a single arbitrator. The language of the arbitration proceedings shall be German.

9. Changes to the Terms

WWW.FISHING-WORLDRECORDS.COM reserves the right to modify these Terms from time to time at our sole discretion and without any notice. Changes to our Terms become effective on the date they are posted and your continued use of WWW.FISHING-WORLDRECORDS.COM after any changes to Terms will signify your agreement to be bound by them.

Fishing World Records.com e.U.

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