

TOBAMO Terms & Conditions

The following are the binding terms and conditions of the agreement between you and TOBAMO and govern your use of our website, the email discussion forum and our events. By using our events, our website content and/or our discussion forum you accept our terms & conditions in full. You confirm this with your membership application. We may revise these terms & conditions from time to time. Please check this document regularly to ensure you are familiar with the current version.

Eligibility & Types of Membership

1. Eligible are adults with children and applicants must be at least 18 years old. Furthermore, in applicants families, English Language shall usually be spoken. A Carer accompanying child(ren) to events shall speak English and applicants shall desire to actively participate and contribute to club events.
2. TOBAMO offers memberships to appropriate persons and as such reserves the right to refuse membership to any person who it is deemed may be detrimental to the TOBAMO brand, community perceptions or the enjoyment of the club by other members. No reason needs to be given for refusal of membership.
3. Associate Membership includes a secure online networking account and waiting list for events.
4. Networker Membership includes a paid secure online networking account with access to our networking forum for arranging contacts to families.
5. Premium Membership includes a paid secure online networking account with access to our networking forum for arranging contacts to families, organised events for kids (e.g. picnics, parties etc), organised evening events for members (dinners, dancing etc) and a membership card.
6. Lifetime membership includes the same as Premium Membership and an optional club email address (*your.name@tobamo.de*).
7. Corporate Membership offers the same as Lifetime membership but is only available in the name of a registered business, typically with a work contract between member and the registered business.
8. Members may and are encouraged to bring guests to meetings and events if announced in advance. Premium and Lifetime members always enjoy priority.

Membership Fees, Membership Renewal and Membership Termination

1. Associate Membership is free of charge and is valid for an unlimited time. TOBAMO reserves the right to terminate Associate member accounts without activity for more than one year.
2. Networker Membership is available for 7 Euros per seven days. After seven days, Networker Membership automatically becomes an Associate Membership.
3. Premium Membership is available for 36 Euros per calendar year, payable upon application in advance and is valid until the end of the calendar year. Premium Members joining after August 31st pay a reduced rate of 18 Euros for the actual calendar year. After a four week trial period, premium membership fees are non-refundable. Membership renewal payments shall be made by January 31st for the calendar year. Fees are subject to annual review and may change. TOBAMO reserves the right to refuse membership renewal.
4. Lifetime membership is available for 149 Euros all inclusive and is valid for an unlimited time. After a four week Networker period, Lifetime membership fees are non-refundable.
5. For Corporate Membership, individual conditions (based on the number of employees) apply for a corporation. Corporate Memberships are available starting at 299 Euros (maximum 499 Euros) all inclusive. The membership fee is paid in advance by the member's employing corporation.
6. Associate, Lifetime and Corporate Members wishing to terminate their membership shall express this in writing. Accounts will be terminated with immediate effect after receipt of a termination notice without a refund of membership fee (unless in the four week Networker period).
7. The annual fees do not cover additional expenses during events.
8. Repeated abuse of the networking platform (e.g. frequent commercial postings) may result in immediate termination of membership without refunding of membership fee.

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Use of internet content, networking platform and discussion forum

1. You may view, download for caching purposes only, and print pages from the website, provided that:
 - (a) you must not republish material from this website (including republication on another website) or reproduce or store material from this website in any public electronic retrieval system;
 - (b) you must not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit our website or material on our website for a commercial purpose, without our expressed written consent.
2. Members warrant and represent that all of the data provided by members for registration is accurate and complete. Members shall report any changes in the registration data to TOBAMO without undue delay.
3. A member shall choose a password upon registration. Members are obliged to keep this password secret. TOBAMO shall not disclose the password to any third party and TOBAMO shall not ask for the members's password at any time.
4. Members are obliged to provide only true and non-misleading statements in the member profile and in communications with other members, and to refrain from using any pseudonyms or pen names.
5. It is technically impossible for TOBAMO to determine whether any member registered with TOBAMO is in fact the person he or she represents to be. Therefore, TOBAMO assumes no liability for the actual identity of a member. Each member is solely responsible for checking the actual identity of another member.
6. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy.
7. TOBAMO shall only make data and/or information provided by members available for other uses provided that this data and/or information does not violate any laws or these terms. TOBAMO is entitled to remove any illegal or prohibited data and/or information from TOBAMO Web sites without prior notice to members.
8. TOBAMO recognizes that any data provided by the member to TOBAMO is extremely important to the member, and TOBAMO shall therefore be particularly sensitive in handling such data. TOBAMO shall comply with all applicable legal provisions regarding data protection (German Data Protection Laws, European Data Protection Directives and any other applicable data protection legislation). In particular, TOBAMO shall not provide or otherwise disclose any personal data of the member to any third party without authorization.
9. The User acknowledges and agrees that it is technically impossible to achieve 100% availability of the TOBAMO Web sites. TOBAMO shall nonetheless endeavor to keep TOBAMO Web sites available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond TOBAMO's control (e.g. disruptions in public communication networks, power failures etc.), may result in brief malfunctions or temporary interruptions of the services provided on TOBAMO Web sites.
10. TOBAMO merely provides members with a platform on which to establish contact with other members, and only provides those technical applications that allow users to contact one another. As regards content, TOBAMO does not take part in any communication between members. If members enter into agreements with one another over TOBAMO Web sites, TOBAMO shall not be a contracting party to these agreements. The members alone are responsible for the execution and/or fulfillment of agreements in which they enter with one another. TOBAMO shall not be held liable if members are unable to contact one another over TOBAMO Web sites regarding such agreements. Furthermore, TOBAMO shall not be liable for breaches of duty in relation to agreements entered into between members.
11. Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. All our intellectual property rights are reserved.
12. Content of email messages to other members shall be in relation to the purpose of the group, e.g. networking, expat life, parenting, childcare and so on. Commercial content (e.g. advertisements) may be posted if permitted by TOBAMO in advance.
13. TOBAMO shall only use a standard service provider for the discussion forum and thus, offer all industry standards. In order to keep at the latest standard, TOBAMO may need to change the service provider. In this case, members will be advised well in advance.
14. TOBAMO will use an email list in order to send news regarding events and other club-related topics to members. Members wishing not to receive such emails may opt out from the email list at any time.

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Marketing & Communication

1. Photographic images taken by members at our meetings and events or photographic images received from members shall not be published without TOBAMO's prior agreement.
2. Photographic images taken at our meetings and events may be used by TOBAMO for marketing purposes on our website or in public or printed material.
3. When a member posts his or her contribution to a forum, the member grants TOBAMO an unlimited, irrevocable and assignable right of use for the respective contribution, which TOBAMO is entitled to utilize for any purpose. In particular, TOBAMO is entitled to keep said contribution on the forum, and on its Web sites and the Web sites of its partners, or use it for marketing the forum in any other way.
4. Consequently, TOBAMO has a right of use over all contributions to discussion forums it operates. Duplication or the use of these contributions or their contents in other electronic or printed publications is prohibited without the express written consent of TOBAMO. Copying, downloading, dissemination, distribution and storing of the contents of TOBAMO and/or third parties, with the exception of the cache memory when searching for forum pages, is prohibited without its express consent.

Liability, Law & Jurisdiction

1. During our events, we accept no responsibility or liability whatsoever in respect of any member or guest. Members and guests must accept that all our events and activities are done at member's own risk. We accept no responsibility nor will it be liable to a member or a member's guest for any direct, incidental, consequential or indirect damages that may be sustained by member or a member's guest in participating in any of our activities.
2. Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect or consequential loss or damage in connection with our website or the email discussion forum, whether arising in tort, contract, or otherwise - including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.
3. We are under no obligation to make insurance arrangements for members or their guests in respect to any activities in which members partake.
4. This notice will be governed by and construed in accordance with German law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the courts of Berlin, Germany.
5. If any provision of these terms & conditions is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The parties agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision which most closely approximates the intent and economic effect of the invalid and/or unenforceable provision. This also applies to contractual loopholes.