


General Terms and Conditions for the use of Gays.com


We want to say something first, because it is important to us: **The basic use of Gays.com is and remains guaranteed free! Among other things, you can view profiles, write messages, read and receive, be active in the chat and forum and much more for free!** Many hundreds of thousands of members have been satisfied with it for years. Of course, you can also purchase additional functions for little money. These General Terms and Conditions ("GTC") also deal with this. You've seen this on all the websites: The user must always and everywhere accept the GTC. We at Gayscom can't spare you that either. These GTC are always written in plain factual legal language. We can't spare you that either. So, "have fun" with the following reading.

PREAMBLE

1. By registering as a member of Gays.com you accept the following GTC for the use of Gays.com in your web-browser. These GTC also apply to the use of our mobile application for the use of Gays.com outside of the web-browser version (the "App"). To the extent these GTC hereinafter refer to the "Gays.com Platform" or the "Platform", this includes both the website as well as the App.
2. These GTC govern the contractual relationship between you (hereinafter referred to as the "Member" or the "Members") and Ideawise Limited, Room 603 Alliance Building, 130-6 Connaught Road, Central Hong Kong, HK (hereinafter referred to as "we/us" or "Gays.com"), which independently determines the purposes and means of processing within the scope of our mobile offers on behalf of PlayaMedia S.L. (Carrer de la Mestrança, 59, 08003 Barcelona). You can access, print, download or save these GTC at any time on any Gays.com Platform (pop-up window excluded), even after conclusion of the contract. The Compay GmbH (Hans-Böckler-Str. 64, 40764 Langenfeld, Germany) a subsidiary of Ideawise Ltd. based in Germany handles the payment transactions for this website.
3. The 2257 Statement can be seen [here](#) .
4. Any conflicting GTC deviating from these conditions do not apply if they have not been confirmed by us in writing or in text form.
5. We are entitled to amend these GTC unilaterally insofar as this is necessary to remedy any subsequent disturbances of equivalence or to adapt them to changed legal or technical framework conditions (e.g. in the event of changes in laws or legal decisions regarding the protection of minors, health protection, tax law, etc.).
6. We will inform you of any changes via your last known e-mail address about the content of the changed regulations. The amendment shall become an integral part of the contract unless you object to it in writing or text form within four weeks of receipt of the notification of amendment of the inclusion in the contractual relationship. In the event of your objection, we reserve the right to terminate the contractual relationship. We will inform you separately in the e-mail containing the changed conditions about the meaning of this four-week period. This only applies, however, if you make use of our services and are registered on Gays.com at the time of the change of the GTC
7. If you use Gays.com as a consumer and conclude a Paid Membership, you have a legal right to withdrawal from the contract. Gays.com therefore instructs you as follows:

Withdrawal Information for Premium, VIP and Business Memberships

Right of Revocation

1. After the purchase, as consumer, you have the possibility to withdraw from the contract within 14 days from the day of the conclusion of the contract, as long as you have not exercised a waiver of withdrawal, which is a prerequisite for an immediate use of the purchased product.
2. Your right of withdrawal is terminated if you have purchased a service after you have given your express consent and at the same time confirmed that you lose your right of withdrawal with complete fulfilment of the respective service by Ideawise Limited.
3. If you have purchased content that is not on a physical medium, you will lose your right of withdrawal after you have expressly agreed that Ideawise Limited will start executing the contract before the expiry of the withdrawal period and you have confirmed by your knowledge that you will lose your right of withdrawal by your consent at the beginning of the execution of the contract.
4. To exercise your right of withdrawal, you must contact the company authorized to accept declarations of withdrawal: SmH Service-center.de GmbH, Postfach 200434; 13514 Berlin; Tel. No. 0800/3335521; Fax. No. 030-338405-999; e-mail: smh-team@servicecenter.de by means of a clear declaration (e.g. a letter, fax or e-mail sent by post) about your decision to revoke this contract. To comply with the withdrawal period, it is sufficient that you send the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.
5. For the exercise of the revocation you can use the revocation form, which you can find [under this link](#) .

Consequences of Your Withdrawal


1. If you cancel this contract, we will refund all payments we have received from you, including delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within 14 days from the day we receive notification of your cancellation of this contract.
2. For this refund we will use the same means of payment as you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this refund.
3. If you have requested that the services should begin during the cancellation period, you must pay us an appropriate amount, which corresponds to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of cancellation about this contract, in comparison to the total scope of the services provided in the contract.

Sec. 1 General Information

1. Gays.com is an online dating community. On Gays.com you have the possibility to get to know other members, to upload content (texts, pictures, videos, etc.) and to communicate with other members in forums.
2. The registration with us and the use of the Gays.com Platform is free. You can also take out Paid Memberships at Gays.com. Premium, VIP and Business Memberships are subject to a fee and are explicitly marked accordingly. More detailed information can be found on the Platform Gays.com. The respective prices are available in the price overview on Gays.com.
3. Gays.com's offer is directed exclusively at natural persons of full age.
4. The use of the Gays.com Platform requires a standard device with an Internet connection and a current Internet browser. You are responsible for the provision and configuration of the required software and/or plug-ins. For the App a technical prerequisite is a mobile device with internet access running on operating systems iOS from Version 9 or, respectively, Android from Version 4.0.3.

5. The communication between Gays.com and you will take place exclusively via e-mail or after registration via messages within the Platform. Statements and information that we send you by e-mail are deemed to have been received as soon as they are received on your e-mail server and under usual circumstances can be retrieved by you.

Sec. 2 Protection of Minors

1. We take the protection of minors very seriously. Gays.com is aligned with the applicable legal situation and reacts individually and according to the degree of urgency, if the texts or pictures posted by the members are in violation of the legal regulations for the protection of minors. Should you notice infringements against the protection of minors on Gays.com, we ask you to send us an e-mail as soon as possible to jugendschutz@gays.com to point this out. We will verify the violations as soon as possible and take appropriate action.
2. We also expressly refer to our declaration on the protection of minors, which you can find on our homepage at the [following address](#) .

Sec. 3 Subject Matter of the Contract

1. We provide you with the platform to use the services on Gays.com for your own use.
2. Your registration and simple membership at Gays.com are free. You can also conclude a Paid Membership to activate further functions that complete the use of Gays.com (please also note the cancellation policy). The two models of Paid Membership are "Premium" and "VIP" (hereinafter referred to as "Paid Memberships").
3. You already complete the Free Membership by registering at Gays.com. The Free Membership is not bound to a term and there are no costs for you when using it. On the membership overview page, you can see the features included in the Free Membership.
4. With the Paid Memberships you acquire additional functions, which facilitate the use of Gays.com and help you with the contact search. These additional functions give you clear advantages over a Free Membership. How the distribution of the individual functions and advantages of both Paid Memberships looks in detail, you can see on the overview page of the memberships on Gays.com.
5. An Business Membership identifies members who use the Gays.com Platform for financial purposes. In this case the Business Membership will be charged separately from the other memberships. If a member who has concluded a Free Membership or one of the two Paid Memberships requests financial means for a contact or his services or products, the member will be assigned an Business status and he is subject to the regulation of an Business Membership. An Business Membership has a special status. Which special functions are contained in the membership, you can see on the overview side of the memberships on Gays.com or with our support team experience. As an Business member you can declare financial interests and advertise your services or products in the designated areas on Gays.com.
6. We provide you with a points system when you use the Platform. Within this points system you can collect points which you can then use for additional services on our Platform. Regardless of how you have earned the points, a cash payout of your points balance is never possible. You can only use the points on our Platform
7. In the case of all Paid Memberships or other paid services within the points system, a claim to the service covered by the respective membership exists only and exclusively after final payment by the user (if any).
8. Additionally, use of the App is subject to the terms of the respective app store provider (e.g. regarding use on multiple devices) which can be accessed at <https://www.apple.com/legal/internet-services/itunes/de/terms.html> and https://play.google.com/intl/en_de/about/play-terms.html.

Sec. 4 Registration and Profiles

1. To register at Gays.com, you must fill in a registration form to complete the registration. By registering at Gays.com you make an offer to conclude a user contract with us. After your registration you will receive an e-mail from us confirming the conclusion of the contract. You have no legal claim to the conclusion of a user contract with us. We do not store the text of the contract. Our contract with you regarding the App is concluded by us enabling you to log-in to the App (acceptance) after you have submitted to us the mandatory registration information (offer). By activating the App for you to use a contract governed by these GTC is concluded. Before making your offer you have the chance to terminate the process by using the "back" button in your browser or Smartphone/tablet user interface as well as by using the respective buttons in the App or the Website. In this case, no contract will be concluded.
2. Two users can also log on to a device simultaneously with a shared couple's profile. In the case of couple's profiles, we are also entitled to make declarations and other legally relevant actions exclusively vis-à-vis the partner whose e-mail address was provided to our payment service provider at the time of registration or when payment information was provided. The other partner agrees that the partner who is the owner of the e-mail address provided is authorized to receive the message for the other partner.
3. For your registration at Gays.com you need an e-mail address to which we will send you a confirmation code. You must enter this code on Gays.com to complete your registration. Without the code it is not possible to use all functions at Gays.com.
4. When you register, you choose your own password. The password protects the use of Gays.com by unauthorized persons who could gain access to your profile in your name. You must always keep your password confidential and may not pass it on to third parties. You must also protect your password from access by third parties. We advise you to change your password at regular intervals for your own safety.

Sec. 5 Duties of the Members

1. You are responsible for your activities, information and content on Gays.com. You undertake to comply with the relevant legal provisions (e.g. the right to your own image, the general right of personality - also in the form of the right to privacy, copyright, trademark and name rights and the right of protection of minors).
2. You commit yourself, when registering and in your profile, to provide correct and complete information and to keep this information up to date at all times. In particular, it is not permitted to register for a couple's profile as an individual without the effective consent of the other person. In these cases, a contract is concluded solely with the person acting. You are obliged to inform us immediately of any deletion or change of your e-mail address.
3. You may only register with one profile at Gays.com. With your registration you assure that you are not already an existing member of Gays.com. Couples and Business members are an exception. For couples, both partners can register as individuals with separate profiles. Via the user interface, two individual profiles can also be subsequently connected to form a couple's profile. An Business member can register with a separate profile, which may neither apply his payment services nor link to his Business profile.
4. You commit yourself to keep your Gays.com password secret and to ensure for your environment that your login data are not accessible to third parties. You must also ensure that your password is not and does not become accessible by chance to other people, especially minors, within your environment. We will never ask you for your password. If you suspect or have knowledge that your password has been misused or that a third party has knowledge of your access data and/or abused your account, you are obliged to contact us immediately.

5. A "multiple use of your Paid Membership" (that means: different people use Gays.com using your password) is forbidden. This does not apply to pair profiles for the second partner.
6. The language of communication on Gays.com is English.
7. You assure us that you have all necessary rights regarding the content you have posted on Gays.com and the content you have uploaded to Gays.com (photos, texts, videos):

- does not infringe the rights of third parties (e.g. personal rights, right to one's own image, copyrights),
- does not interfere with third parties in any other way (e.g. by defamation, insult, slander),
- doesn't violate any other regulations (e.g. the law against unfair competition, the trademark law, the criminal code, youth protection regulations) and
- doesn't violate our own picture rules and these GTC.

If necessary, you will prove your ownership of the content upon our request.

8. You are obliged to follow a tone on Gays.com that does not violate the rules of conduct.
9. You further undertake to refrain from doing the following:

- to share any illegal form of advertising communication on Gays.com (e.g. by distribution of telephone numbers, e-mail addresses, links, SMS numbers or other contact possibilities for commercial contact with other members),
- to send spam,
- to attempt to entice members of Gays.com onto other portals or Platforms
- to capture content or information from members using automated mechanisms (e.g. bots, robots, spiders or scrapers),
- to upload a code that harms us or the Platform or restricts its functionality or influences it in any other way,
- to obtain third-party login information or access an account owned by another member,
- to tyrannize, intimidate or harass other members,
- to publish content that is abhorrent, threatening, or inciting violence or contains violence,
- to use Gays.com to carry out illegal, misleading, malicious or discriminatory acts,
- to perform actions which could block, overload or impair the proper functioning of Gays.com and
- other misuse of our portal.

Sec. 6 Sanctions for Infringements

1. Compliance with these GTC - especially the provisions of Sec. 5 with your duties - is of considerable importance for the operability of Gays.com. Therefore, we will impose sanctions according to this GTC against a member, if and as far as there are concrete indications on the part of Gays.com that a member violates legal regulations, rights of third parties, morality and/or these GTC. In the event of serious personal attacks, insults, defamation and threats, we reserve the right to call in the prosecution authorities.
2. When choosing the sanction to be imposed, we will include the interests of the member concerned in the decision and will also consider, among other things, whether there has been misconduct through no fault of our own or whether the infringement was culpably committed. The following measures and sanctions are available to us in stages, depending on the seriousness of the misconduct:

- warning of a member (as the mildest means),

- partial and complete deletion of a member's content,
 - requesting proof of the authenticity of the respective profile,
 - restrictions on the use of Gays.com,
 - temporary blocking of a member.
 - final blocking of a member and granting of a virtual house ban.
3. The imposed sanction has no influence on the payment obligation of the member regarding the remaining term of the respective membership.
 4. In the event of a culpable and serious breach of the provisions of Sec. 5 of these GTC, we reserve the right to claim damages in the respective amount of damage.

Sec. 7 Liability of Gays.com

1. We do not take over any guarantee for a constant accessibility and/or availability of our Platform and are not liable for downtimes due to necessary care and maintenance work or newly emerged errors, as far as these were not foreseeable and can occur also to a conscientious average programmer.
2. An editorial examination of the contents posted by the users is not performed. We therefore do not guarantee the accuracy, completeness and usability of the information and content published on Gays.com..
3. According to legal regulations, we as a service provider are not obliged to monitor the transmitted or stored information of our members or to investigate circumstances that indicate illegal activity. These contents also include links that you set within Gays.com. However, should we become aware of any illegal action by a member or information within Gays.com, we will immediately remove it or block the respective member's access to Gays.com.
4. We do not check websites of other providers for their content or their legality and can therefore not exert any influence on their design. We dissociate ourselves from any content displayed there, which may be illegal, and are not responsible for the content of any Platform to which links are provided. You use the links to third party websites at your own risk.
5. We do not assume any warranty for the user experience in connection with the contractually provided offerings of Fetish.com, its individual contents and services. We also do not assume any warranty or guarantee that you can establish contacts with others through Gays.com
6. We are only liable for damages caused by ourselves, our legal representatives or our vicarious agents intentionally or through gross negligence. Liability for simple negligence is limited to the violation of essential contractual obligations (cardinal obligations). Our liability in terms of amount is then limited to the typical contractual damage foreseeable at the time of conclusion of the contract
7. As far as our liability is limited according to these conditions, this limitation does not apply in case of injury to body, life and health, as well as in case of liability according to the regulations of the German product liability law (ProdHaftG).
8. The identification of persons on the Internet is only possible to a limited extent. We can therefore not exclude the possibility that incorrect data may be entered when registering at Gays.com. Gays.com therefore does not guarantee the real identity of a member. Each member must ascertain the identity of another member for himself.

Sec. 8 Term and Termination of the Contract

1. You can terminate the contract of use for the Free Membership at any time on the overview page of the memberships on Gays.com with immediate effect. Gays.com is entitled to cancel your Free Membership


at any time with a notice period of 4 weeks.

2. We will inform you about the duration of the Paid Memberships when ordering on Gays.com and in your order confirmation. These memberships can also be terminated by you at any time, but only with effect by the end of the term. If you do not cancel a Paid Membership within the time frame you have chosen, it will be extended by the period of membership you have chosen when you terminated your membership. After the expiration of the time, you will be returned to the Free Membership, which in turn can be cancelled according to the above Sec. 8 No. 1. The termination before the end of the remaining term has no influence on your payment obligation
3. We will inform you about the duration of the Business Membership when ordering on Gays.com and in your order confirmation. These memberships can also be terminated by you at any time, but only with effect by the end of the term. If you do not cancel a Paid Membership within the time frame you have chosen, it will be extended by the period of membership you have chosen when you terminated your membership. After the expiration of the time, you will be returned to the Free Membership, which in turn can be cancelled according to the above Sec. 11 No. 1. The termination before the end of the remaining term has no influence on your payment obligation

This does not apply if you have chosen the payment method "payment upon invoice" when concluding the Paid Membership. In this case, the membership expires automatically and is then reset to Free Membership. It does not require separate termination.

4. In the case of paid and Business Memberships Gays.com is also entitled to terminate the contract at any time effective by the end of the term. The right to immediate extraordinary termination without notice for good cause remains unaffected for you and us.
5. Gays.com also reserves the right to irrevocably deactivate member accounts with incomplete registration data and member accounts that were inactive for a period of at least 12 months. In this case the contract continues, but you have the right to cancel the contract at any time. Reactivation of the profile is possible. However, there is no claim to this.

Sec. 9 Privacy Policy

1. We are aware that our members value and rely on a highly sensitive handling of all their personal data being transmitted to Gays.com. We therefore observe all relevant legal data protection regulations.
2. Detailed information on the collection, processing and use of personal data of the member can be found in Gays.com's [Privacy Policy](#) .

Sec. 10 Modification of the Platform

1. We reserve the right to change Gays.com and the functions contained in the online content to improve the user experience on the Platform. We will notify you of any changes. For this purpose, we can remove individual functions from Gays.com, add new functions or replace existing functions by others. If these functions are assigned to a Paid Membership, we will ensure that the functions to be changed are properly balanced. To the extent that changes are necessary due to requirements from the provider of the respective App Store, we have no authority over such requirements and cannot guarantee continued unchanged availability of the Platform.

Sec. 11 Payment Provider / Default of Payment

1. Gays.com cooperates with external payment providers to process payments for Paid Memberships. If you make a payment to us, you must agree to the GTC of the respective payment provider, for which you will receive a separate opportunity before payment. You can choose between different payment methods (e.g. by credit card or electronic direct debit), as well as different tariffs of membership fees. If you do not agree to the GTC of the payment providers, we cannot offer you our Paid Memberships.
2. Direct debits to your credit card or bank account are made under the name "Onabo". The data is transmitted via a secure connection.
3. In the event of an increase in the statutory value added tax, we are entitled to adjust our prices accordingly. This also applies if compulsory expenses (e.g. costs for hosting or traffic) should increase for the fulfilment of the contract, without the price increase being based on the reasons attributable to us. You will be informed of any possible price increase in good time so that you are able to cancel in good time ("properly") if necessary. Conversely, we are obliged to pass on a corresponding tax or price reduction to you.
4. If due to (for lack of cover or for other reasons for which you are responsible) bookings that have not been redeemed or have been cancelled wrongly by you arise costs, you are obliged to accept them. These costs are charged to us by the bank, the credit card company or the payment provider and their amount depends on the method of payment used in each case, as well as the bank or the billing service provider involved.
5. U.S.C. § 2257 Compliance Statement

In compliance with the Federal labeling and record keeping law United States Code, Title 18, Section 2257, all models and other persons who appear in any visual depiction of sexually explicit conduct appearing or otherwise contained in or on this website were over the age of eighteen years at the time of the creation of such depictions. All content and images are in full compliance with the requirements of United States Code, Title 18, Section 2257 and associated regulations.

All other visual depictions displayed on this website are exempt from the provision of 18 U.S.C. section 2257 and 28 C.F.R. 75 because they do not portray conduct as specifically listed in 18 U.S.C section 2256 (2) (A) through (D), but are merely depictions of non-sexually explicit nudity, or are depictions of simulated sexual conduct, or are otherwise exempt because the visual depictions were created prior to July 3, 1995.

The owners and operators of this web site are not the primary producers (as that term is defined in 18 U.S.C. Section 2257) of any of the visual content contained in the Web site.

All records required by law are in the possession of Ideawise Ltd. and available for inspection during all reasonable hours at.

Sec. 12 Granting of Rights to Content and Rights of Use on the Gays.com Platform

1. All rights to the Gays.com Platform remain the property of Gays.com. Gays.com grants the user a non-exclusive and non-transferable right to use the Platform for the duration of this agreement as intended and in accordance with these terms of use.
2. If the user posts his own copyrighted contents such as news, photos or ratings on the Platform, he grants Gays.com the non-exclusive, transferable, sublicensable, royalty-free, temporally and geographically unlimited right to use these contents for providing the respective service on the Platform to the extent necessary for this. The right of use granted by the user therefore includes the right to technically reproduce the contents (e.g. within the scope of storage), to process them and to make them publicly accessible on the Platform. The right of public access ends when the user removes a posted content from the Platform.

Sec. 13 Severability Clause

1. Should individual provisions of these terms of use be or become wholly or partially invalid or ineffective, this shall not affect the validity of the remaining provisions. The provisions of these Terms of Use which are not included or which are invalid shall be replaced by statutory law. If such law is not available in the respective case or would lead to an unacceptable result, the parties will enter into negotiations to make an effective regulation instead of the not included or ineffective regulation, which comes closest to it economically.

Sec. 14 Final Clauses

1. German law shall apply exclusively. In the case of consumers, this choice of law applies only insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence
2. Please send your Gays.com related requests to our support team: *support@gays.com*

The old version

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