Terms of Service

Version dated 26.03.2021

These Terms and Conditions are intended for end customers and booking users.

If copies of these Terms and Conditions have been made in languages other than German, only the German version is binding for anny and the provider.

anny GmbH offers end customers the option to book or purchase resources listed by providers on the platform provided.

These Terms and Conditions constitute a binding agreement between anny and the end customer. By using the platform provided by anny, the end customer agrees to these provisions.

§ 1 Offer, Resource Management

(1) anny offers end customers a simple and fast way to book and purchase the resources listed on the platform by providers. These resources may in particular include employees, items, spaces, rooms, the management of tickets and registrations, as well as the offering of other services. These resources may be made available by the provider free of charge or for a fee.

(2) anny is neither the creator, organizer nor owner of the resources listed by the providers. anny merely provides the platform for brokering these resources and enables the end customer to book or purchase the listed resources in this way. anny supports bringing providers and end customers together.

(3) The provider bears sole responsibility for ensuring that all resources offered by it comply with the applicable rules, regulations and laws and are properly provided as described in the listing. The provider is also solely responsible for ensuring that the resources it offers are actually available.

§ 2 Registration, Customer Account

(1) To make it easier to book or purchase resources on anny, registration (customer account) is available. Registration is usually optional. A provider may require registration for certain resources.

(2) The data provided during registration must be truthful, accurate, up to date and complete in order to use the anny service. In addition, the end customer is obliged to keep their registration data up to date.

(3) By using the customer account, the end customer is responsible for maintaining the confidentiality of their account and password as well as for restricting access to that account and, to the extent permitted under applicable law, the end customer agrees to be responsible for all activities carried out through their account or password.

(4) End customers may not use anny in any way that is likely to interrupt, damage or otherwise impair the service of anny or access to it. Furthermore, end customers may not use their account for fraudulent purposes or in connection with a criminal offense or unlawful activity.

§ 3 Access to anny/License

(1) The end customer is obliged to comply with the security requirements corresponding to the current state of technology. This includes, in particular, the use of secure passwords. In addition to keeping passwords confidential, unauthorized use of anny by third parties must be prevented.

(2) The end customer shall inform anny immediately if they become aware of or suspect misuse of access data or passwords. In this case, anny is entitled to block access to anny until the circumstances have been clarified and the misuse has been stopped. The end customer is liable for misuse of access to anny for which they are responsible.

(3) No service provided by anny may be reproduced, duplicated, copied, sold, resold or otherwise used for commercial purposes without express written consent.

(4) The entire content of the anny platform is the property of anny or third parties. End customers may not extract and/or reuse any parts of the platform without the express written consent of anny or the provider. In particular, end customers may not use data mining, robots or similar data collection or extraction programs without the express written consent of anny to extract any substantial parts of anny for reuse.

§ 4 Payment Processing

(1) anny enables end customers to process fee-based resources directly via anny.

(2) anny provides common payment options (including credit card) for this purpose. A list of all payment options offered can be found on the platform.

(3) Through payment processing via anny, anny does not become the contractual partner of the end customer with respect to the resource booked or purchased from the provider. anny merely handles payment processing on behalf of the respective provider.

(4) The end customer expressly agrees to receive invoices digitally only.

§ 5 Termination/Term

(1) The customer account created at anny is created for an indefinite period.

(2) The customer account created at anny may be deleted by the end customer at any time at anny.

(3) anny reserves the right to close end customers' accounts if they violate applicable law, contractual agreements or the provisions of these Terms and Conditions.

§ 6 Data Protection

anny is aware of the importance of the end customer's personal information. Personal information provided to anny is subject to anny's privacy policy.

§ 7 Liability

(1) There are no contractual relationships between anny and the end customer with regard to the execution of the booking or purchase of resources. A contract is formed exclusively between the end customers and the provider.

(2) anny is not responsible for ensuring that the resources listed by the provider are actually available or that they are exactly as described by the provider. The provider is responsible for the sale or provision of the offered resources. The provider is solely responsible for any complaint by the end customer as well as for all other matters arising from the contract between the end customer and the provider.

(3) anny shall not be liable for disruptions or damage of any kind caused by circumstances beyond its control and which it could not foresee and avoid even when exercising due commercial care.

(4) anny's liability for damages suffered by the end customer is excluded. This exclusion of liability shall not apply to liability for damages resulting from injury to life, body or health, or other damages based on an intentional or grossly negligent breach of duty by anny or by a legal representative or vicarious agent of anny.

(5) To the extent that liability of anny is excluded or limited, this also applies to the liability of anny's legal representatives, agents and vicarious agents, as well as their personal liability.

(6) The anny platform may contain links. anny is not responsible for any external links or their content.

§ 8 Booking Confirmation

Resources booked through anny are confirmed to the end customer by email, directly or via booking confirmation from the provider.

§ 9 Consumer Rights

(1) The end customer has a right of withdrawal vis-à-vis the provider.

Instructions on the Right of Withdrawal and Withdrawal Form (End Consumer)

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day the contract is concluded. To exercise your right of withdrawal, you must inform the provider of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, fax or email). You may use the model withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notice exercising the right of withdrawal before the withdrawal period has expired.

If you withdraw from this contract, all payments made will be refunded without undue delay and at the latest within 14 days from the day on which the provider received notice of your withdrawal from this contract. The refund will be made using the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no case will you be charged any fees for this refund.

If the services have already begun during the withdrawal period, you must pay an appropriate amount corresponding to the proportion of the services already provided up to the time at which you informed the provider of your exercise of the right of withdrawal in respect of this contract, compared with the total scope of the service provided for in the contract.

The right of withdrawal does not apply to a contract for the supply of digital content or the provision of services, provided that we begin performance of the contract with your express consent and you have confirmed to us that you are aware that by giving your consent to the start of performance of the contract you lose your right of withdrawal with respect to the digital content and the services.

If you wish to withdraw from the contract, please complete this form and return it:

To:
[Provider]
[Address]
Telephone [•]
E-mail [•]

"I/We hereby withdraw from the contract concluded by me/us on _____ for the [•]

Ordered on _____
Name of consumer(s): _____
Address of consumer(s): _____
Signature of consumer(s) (only for notification on paper): _____
Date: _____"

(2) The right of withdrawal does not apply pursuant to Section 312g(2) No. 9 of the German Civil Code (BGB)

- to contracts for services related to leisure activities, if the contract provides for a specific date or period for the performance of the service (e.g. concert events)
- to the supply of goods which are not suitable for return for reasons of health protection or hygiene and whose seal has been removed after delivery, or which, after delivery, have been inseparably mixed with other goods due to their nature
- to contracts for the supply of sound or video recordings or computer software in sealed packaging, if the seal has been removed after delivery.
- to contracts for the supply of goods made to customer specifications or clearly tailored to personal needs
- to contracts for the supply of goods that can spoil quickly or whose expiration date would quickly be exceeded
- to contracts for the supply of newspapers, magazines or periodicals, with the exception of subscription contracts for the supply of such publications

(3) All other rights to which the end customer is entitled as a consumer, such as subsequent performance, reduction, rescission, damages or termination, must be asserted against the respective provider.

§ 11 Alternative Dispute Resolution

(1) The European Commission provides a platform for online dispute resolution (ODR platform) for consumer disputes. The following link will take you directly to the EU Commission's online dispute resolution platform: https://www.ec.europa.eu/consumers/odr

(2) In the event of any complaints, anny strives for an amicable and customer-oriented solution with the end customer. anny therefore does not participate in dispute resolution proceedings before a consumer arbitration board. In addition, anny is not legally obliged to do so.

§ 12 Final Provisions

Should individual provisions of these Terms and Conditions be or become wholly or partially void or unenforceable, this shall not affect the validity of the remaining provisions. Statutory provisions shall replace provisions not included or unenforceable in these Terms and Conditions. If no statutory provision is available in the individual case, the parties shall enter into negotiations to agree, in place of the non-included or unenforceable provision, on an effective provision that comes as close as possible to the unenforceable provision in economic terms.

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