

meetyoo conferencing GmbH General Terms and Conditions

1. General, Conclusion of the Contract

1.1. The general terms and conditions (hereinafter "GT&C") of meetyoo conferencing GmbH (hereinafter „meetyoo“) shall apply to all services rendered for their contract partner (hereinafter "Customer"). Contradictory or additional provisions from Customer's own terms and conditions shall not apply, even if there is no explicit objection from meetyoo unless they are confirmed in writing by meetyoo.

1.2. In the event of discrepancies between the provisions of the GT&C and the Contract and its specifications or collateral agreements, the provisions of the Contract and its specifications or collateral agreements shall take precedence.

2. meetyoo Services, Availability

2.1. meetyoo shall provide conference services. The nature and scope of the services to be provided by meetyoo are determined by the Contract as well as the list of services or collateral agreements pertaining thereto.

2.2. The services to the Client shall be provided with due care, expertise and caution as is the norm for the provision of such services by a qualified professional or company.

2.3. For the provision of services to Client, meetyoo may use third party networks, facilities and technologies that are not property of the Parties to the Contract or controlled by the latter.

2.4. If meetyoo arranges for Customer to be able to use services at all times, then meetyoo shall provide this service with an availability rate of 98.5%. Availability shall be calculated on the basis of the time allotted to the respective calendar month in the contract period, minus maintenance time. For the time between 3 a.m.-6 a.m. German time, meetyoo shall be entitled to carry out maintenance work for a total of five hours per calendar month. The services will not be available during maintenance.

3. Customer's Responsibilities

3.1. Customer shall provide the necessary technical infrastructure, in particular hardware, software and telecommunications connections. If they are not already included in the Contract, service specifications or collateral agreements, upon request Customer shall receive instructions regarding the technical infrastructure requirements that are necessary for using the meetyoo services.

3.2. Customer is not allowed to remove, change or conceal any copyright, brand or ownership signs contained in meetyoo's services or to make any changes to the services or products by meetyoo. This also applies to services and products by third parties which meetyoo uses to provide its services to the Customer (Number 2.3)."

3.3. Within the limits of its possibilities, Customer is obliged to check the proper provision of meetyoo services and to inform meetyoo immediately of any disturbances or interruptions etc.

4. Prices, Payments

4.1. Price and performance terms, as well as other declarations or warranties, shall only be binding for meetyoo if meetyoo has submitted or confirmed them in writing. Insofar as not otherwise agreed in writing, meetyoo shall calculate the payment on a time and material basis using the prices in effect at the date the Contract was concluded.

4.2. All prices are in Euro if not indicated otherwise and do not include VAT. This shall be invoiced separately at the applicable statutory rate in accordance with the tax regulations in effect.

4.3. meetyoo can do the accounts on a monthly basis. If services are paid on a time and material basis, meetyoo shall itemise the nature and duration of the services and include this documentation with the invoice.

4.4. If Customer disagrees with all or part of an invoice, Customer shall inform meetyoo thereof within 14 calendar days after receipt of invoice. Otherwise, the invoice shall be considered as accepted.

4.5.
All invoices are due immediately and payable in full at latest 14 calendar days after receipt.

5. Right of retention, Set-off

5.1.
Provided it is not based on the same contractual relationship, Customer's right of retention shall be excluded. meetyoo is entitled to prevent the right of retention from being exercised through provision of collateral and likewise through guarantee.

5.2.
Customer can only offset with uncontested claims or those that have legal effect.

5.3.
If Customer defaults on payment, meetyoo shall, without prejudice to their other rights, be entitled to withhold the provision of all further services to Customer ("block") until the latter is no longer in default, after first giving Customer a 10 day deadline before announcing the "block".

6. Reservation of right

meetyoo reserves ownership and rights to be granted to services until full payment of the amount due.

7. Use by Third Parties

7.1.
Customer shall protect its access to meetyoo services against unauthorised use by third parties. Customer shall be liable for any unauthorised use of its access, insofar the fault is attributed to Customer. Customer must immediately inform meetyoo if there is a well-founded suspicion that unauthorised use is being made of its access.

7.2.
Customer shall pay the agreed prices for use of meetyoo services provided to third parties on the basis of Customer's authorisation. Customer shall also have to pay for meetyoo services for unauthorised use by third parties if Customer is responsible for said use.

8. Confidentiality

8.1.
Customer and meetyoo shall be mutually bound to secrecy for an unlimited time with regard to business and trade secrets or information designated as confidential that became known in connection with the performance of the Contract. The contents of conferences and all data on conference participants shall be considered as confidential data.

8.2.
Without written permission from the other Parties to the Contract, Parties to the Contract may not reveal confidential data to anyone, with the exception of employees, representatives, subcontractors or vicarious agents of one of the Parties to the Contract to the extent that they must know the information in order to provide the service and insofar they are subject to the same duty of confidentiality.

8.3.
meetyoo and its employees are also forbidden to process or otherwise use any information or data acquired for any other purpose than the one connected to the respective completion of the task. This applies in particular for conducting business transactions in documents of title and derivatives.

8.4.
Parties to the Contract shall endeavour in an economically reasonable manner to ensure compliance with these confidentiality regulations by their employees and by subcontractors or representatives.

8.5.
The confidentiality provisions shall apply to data that 1. was in the possession of one of the Parties to the Contract prior to the negotiations leading to this Contract; 2. is already generally known or became so later on, without breach of the provision of this regulation by one of the Parties to the Contract or 3. was made public in compliance with a statutory regulation or decree, insofar the other Parties to the Contract have been duly informed of aforementioned statutory regulation or decree.

9. Interruption in the Provision of Services

9.1.
In the event of interruptions due to force majeure, strikes or other non-attributable failure on the part of meetyoo or one of its vicarious agents to meet deadlines ("Interruption"), the deadlines will be postponed for the duration of the interruption, including, if necessary, a realistic restart-up phase. One Party to the Contract must immediately inform the other Party to the Contract about the interruption that occurred in its area and the estimated duration of the postponement.

9.2.
If expenses increase due to an interruption, meetyoo can demand payment of this extra cost, unless the cause lies outside Customer's sphere of responsibility and the latter is not responsible for the interruption.

9.3.
meetyoo is no longer obligated to provide service when it no longer has the owed service at its disposal. meetyoo shall undertake to inform Customer immediately about the none-availability and refund considerations already received.

10. Defects

Liability for just minor defects is excluded. The right to termination remains unaffected.

11. Legal deficiencies

11.1.

meetyoo shall only be liable for infringing on third-party rights through their services insofar the service is being used, in accordance with the Contract and in particular, in the area of use contractually provided for.

11.2

meetyoo is liable for infringements on third-party rights only within the European Union and the European economic area as well as at the location of the contractual use of the service.

11.3.

If a third party asserts to Customer that meetyoo service has infringed its rights, Customer shall immediately inform meetyoo thereof. meetyoo, and if applicable, its subcontractor, are entitled, however not obliged, to reject the asserted claims at their expense.

11.3.

If third-party rights are infringed by a meetyoo service, at its discretion and at its own expense, meetyoo shall 1. provide Customer with the right to use the service or 2. provide the service without infringing on any rights or 3. take back the service with reimbursement of payments made by Customer for said service (minus reasonable compensation for use), if meetyoo does not find any other remedy with reasonable costs. The interests of the Customer are thereby duly taken into account.

12. Prescription of claims

Warranty claims shall prescribe within a year of commencement of the statutory prescription period. This does not apply to claims pursuant to § 438, paragraph 1 No. 2 BGB and § 634 a paragraph 1 No. 2 BGB.

13. Limitation on liability

13.1.

meetyoo shall be liable for damage from injury to life, limb or health in accordance with statutory provisions.

13.2.

For other damage, meetyoo shall only be liable if it concerns a deliberate or grossly negligent breach of duty by meetyoo or one of meetyoo's official representatives or vicarious agents.

13.3.

meetyoo shall not be liable in the event of ordinary breach of duty, unless a substantial contractual obligation (cardinal obligation) is breached. In this case, liability is limited, however, to damages that are reasonably foreseeable at the time the Contract is concluded.

13.4.

meetyoo shall not be liable for such damage that could be avoided by Customer implementing proper safeguarding of data.

13.5.

meetyoo shall not be liable for the compatibility of its services with technical facilities that come under Customer's responsibility. (Number 3.1.).

13.6.

If in order to provide its services for Customer, meetyoo uses third-party networks, facilities and technologies which are not owned or cannot be controlled by the Contract Parties (Number 2.3), these third parties are only liable to Customer to the extent that meetyoo would be liable to Customer according to these General Terms and Conditions.

13.7.

If meetyoo uses Customer's networks, facilities and third-party technologies to provide services and these are not property of the Parties to the Contract or controlled by the latter (Number 2.3), meetyoo shall only have deferred liability with regard to any claims that arise therefrom. Customer must first start with claim proceedings against third parties. Meetyoo shall transfer to Customer any claims by meetyoo against third parties that are necessary for enforcing customers claims with third parties. meetyoo must place all necessary information and documents at Customer's disposal. Only if and insofar Customer cannot claim compensation for damage from third parties, Customer can enforce its claim with meetyoo. In other respects, the provisions of this GT&C shall also apply.

13.8.

For Customer's claims for reimbursement of expenses and any other claims for damages (consequential damage, lost profits, etc.) against meetyoo, the above shall apply accordingly.

13.9.

Liability pursuant to the Product Liability Act remains unaffected.

13.10.

If the application range of Section 44a German Telecommunications Act is established, the provisions stipulated there for financial losses apply, unless meetyoo's liability is already limited by the provisions of No. 13 and 14.

14. Maximum amount of liability

14.1.
If meetyoo encounters delays in providing services, the compensation for loss/damage and expenses of Customer shall be limited to 0.5% of the price for the part of the service that could not be used due to the delay and this for every completed week of delay. Liability for delay is limited to a total of 5% of this price at the most.

14.2.
For each individual claim, liability is limited to the contract value, with continuous compensation to the amount of compensation per contract year, however, not to less than €50,000. When concluding this Contract, Parties can agree on a more extensive liability with separate payment.

14.3.
Numbers 14.1 and 14.2 shall not apply if there is intentional or gross negligence or an injury to life, limb or health. Number 13.9 and 13.10. shall apply here as well.

15. Termination

15.1.
The Contract can be terminated by Parties to the Contract in accordance with the contractual agreements or statutory provisions. Every termination must be made in writing to be valid.

15.2.
The Contract can be terminated without notice by either Party for a substantial reason, if a petition for bankruptcy has been filed or proceedings for composition have been instituted.

16. Written form

All amendments and additions to contractual agreements must be made in writing. This also applies for the revocation or amendment to the requirement for the written form.

17. Applicable law, Jurisdiction

17.1.
This Contract shall be governed by the laws of the Federal Republic of Germany. The application of the UN purchase right is excluded.

17.2.
For contracts with businessmen, public sector legal entities or special funds under public law, the courts of Frankfurt am Main shall have jurisdiction.

18. Severability Clause

Should individual regulations of these provisions be ineffective, the validity of the remaining regulations as well as of the Contract shall not be affected.

Date 01.10.2008

meetyoo conferencing GmbH