

## **GTC-Terms of Use**

Last revision: January 1, 2008 (Starting version)

Previous revision: -

PLEASE READ THESE TERMS OF USE CAREFULLY, SINCE THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND DUTIES.

### **Introduction**

This website is a networking platform (NWP), which enables users to search for profiles of other users in order to communicate with them. The service and the associated network platforms, including mobile services (collectively "Service") is operated by the company and its affiliated companies (together: "Operating Company") listed on page 'Service Provider'. By accessing or using the website of this networking platform at this domain name ("Site") or at the mobile version thereof or another associated domain name (together: "NWP") and its Services the user ("User") signifies that he has read and understood the present Terms of Use and agrees to be bound to these Terms - regardless of whether he is a registered member ("Member") of NWP or not. The Operating Company reserves the right, at its sole discretion, to amend, supplement, reduce, expand, and correct these Terms of Use at any time and without further notice. If this is done, the present Terms at the current Site will be replaced with the new Terms of Use specifying the date of the last revision and what has been revised. The continued access and use of the Services after such a change signifies automatically the consent of the user with the new Terms of Use. If the user does not agree with these Terms of Use or any future changes thereof then he is not allowed to use or access this NWP or to continue to use or access this NWP. It is the responsibility of the user to regularly to check this Site whether the Terms of Use have been changed and to review such changes.

### **Eligibility**

Registration and any membership are void if a violation of present Terms of Use or any legal requirement is found. For accessing and using of NWP, there is no general age limit. However, in certain countries only persons of 16 years or older might be admitted while in other countries persons under 16 years are admitted with by identity certification. If persons under 16 years of age register by indicating an age of over 16 years, this is considered as a violation of these Terms of Use. When registering, persons under 16 years certify that they have the permission of their parents, or guardians respectively to do so. By accessing or using NWP users confirms that he will carefully comply with these Terms of Use.

### **Registration and Security**

When accessing or using NWP user agrees a) only to provide correct data when registering or when updating his profile, b) to safely store and maintain password in use, c) to regularly revise and update profile data, d) to take full responsibility for the use of the Services, for the data in his profile and for his actions related to the use of Services and his profile.

### **Property rights; limited license to use**

All content of NWP and its Services, including (but without claiming completeness) designs, texts, information, graphics, pictures, paintings, photographs, drawings, sketches, videos, applications, software, music, sounds, etc. ("Content") are the proprietary property of the Operating Company, its users or its licensors, with all rights reserved. None of NWP Sites and none of its Content may be modified, copied, republished, distributed, posted, displayed, forwarded, transmitted, framed, scraped, reproduced, downloaded, sold, called within a third site – in any form or by any means – either partially or in full – without the written consent of the Operating Company. Excluded from this obligation is only the users own Content, which has been legally created or uploaded on NWP by the user himself. Provided that user conforms eligibility, user is granted a limited license for accessing and using NWP and its contents. Included in such a license is the right to print copy or downloading content according to granted permissions (according to his level of membership and the permission of other users) if this is done for private non-commercial use only and provided that copyrights and property rights obligations are respected.

Except for his own Content, the user is not allowed to upload or to republish any Content on any other web site or other media or databases. Any further use of NWP Content is strictly prohibited. Such a license is subject to these Terms of Use and does not allow use of any data mining, robots, scraping or other similar methods of data collection explicitly. Any use of NWP and its Content, other than explicitly allowed herein, or allowed by a prior written consent of the Operating Company, is strictly prohibited and immediately terminates such a license granted herein. An unauthorized use can also be a violation of other laws and rights, such as for example violation of copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms of Use can be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise. This license is revocable at any time without notice and with or without cause.

### **Costs**

Some Services are free of cost while others are subject to charges. If there are charges on any features, functions or membership, such charges will be clearly marked and will be explicitly confirmed by the user. The Operating Company reserves the right to arbitrary charge any features, functions or membership that were previously free of charge, provided that users are informed before introducing such costs in order that they can avoid such costs.

For costs which are not limited in time, user has the right to cancel a commitment without any expenses within 15 days of commitment reception, provided that user did not yet use such Services which are subject to costs. However, an agreed fee for a service with minimum usage duration such as for example annual membership fees will not be refunded.

### **User Conduct**

It is not allowed,

- to insult, threaten other users or to violate their privacy in whatever way,
- to obstruct other users or restrict their use of chat and forums or other forms of electronic communication or to publish defamation or other inappropriate comments,
- to send or upload data which constitutes or which may constitute an infringement of copyrights of a third party or which damages or may damage the computer of a third party,
- to download data, that have been published by other users and of which can be assumed that they infringe or could infringe copyrights of a third party,
- To commercially sell goods or to advertise with commercial purpose (this applies to person profiles only).

The Operating Company reserves the right to prohibit a user access to the use of chat and forums or other forms of electronic communications without prior notice and without giving reasons.

The Operating Company has no obligation to supervise chats and forums or other forms of electronic communication ("Communications"). Thus, the operating company has no control over the content of Communications such as messages, information and statements and cannot be held liable for such Communications. However, the operating company reserves the right to modify, delete, and revise all messages, information or statements of Communications provided or published by users within NWP, or to provide them to third parties, if necessary to comply with legal requirements or if there are technical necessities.

The Operating Company has the right to freely use or reuse or providing for being use or reused all information or data or any Content of a user published on NWP. This unlimited right of use also includes copyrighted data of all kind. In addition, respective user protects Operating Company from possible (legal) claims of third parties related to a possibly alleged infringement of copyrights or intellectual property rights.

### **Mobile Services**

Services also support the use of mobile phones to access to Communication as well as for notification including SMS and MMS. The fees, which are applied, are country-specific, and are published on country-specific pages.

When SMS / MMS are received or sent while being abroad mobile operator may apply roaming fees. All other fees that eventually might be raised by a mobile operator must be checked with the user's current mobile operator. Depending on the contract with the mobile operator and the availability of its network, some Services might only be available in a limited way. Furthermore, it is possible – based on each user's individual settings in his account – that user receives SMS being charged to the bill of his mobile operator.

### **Contests**

Contests, surveys, polls: Responsible for such events are the profile owner announcing such event. Event announcements include all essential information such as beginning, end, prizes, interim results, special conditions, etc. Except when stated otherwise by profile owner, following applies to such events: Winners will be notified by text message to their profile. There is no obligation of purchase. There is no correspondence on the event. The decision is final, all legal measures are excluded. Cash payout of prizes is not provided. If a certain prize (i.e. a photo shooting) requires travelling to a certain place, then winners will travel at their own expense. Participants violating present Terms of Use are excluded from receiving a prize. Staff and relatives of NWP as well as the profile owner are excluded from participating prize drawing.

Participation in contests / polls as a candidate: Event tender describes all rules and dates such as admission, deadlines, starting date, ending date. All candidates must have an active profile on NWP. When a candidate is accepted, then his profile and its content cannot be deleted before the end of the contest. Upon admission, candidates are notified by text message to their profile or by e-mail.

Performance of a contest / poll by SMS: If such an event is performed by SMS, then participating countries will be indicated in event announcement. Participation is open to all people in one of the participating countries, provided they have a mobile contract with a mobile operator in the participation country. This is independent of whether they currently are located in the mobile operator's country or abroad and independent of whether they have a profile on NWP or not. For each candidate it can be voted several times. All votes are counted which arrive on NWP until the ending date. There is no liability for interruptions or delays by the mobile operators.

Model Contest: In addition to contest tender following applies: If model contract is offered to the winners, then it is the winners sole right to accept or refuse such contract. The winners of a photo shooting and the photographer of the shooting will provide the operating company after the shooting a selection of 10 photos including all rights at the operating company sole discretion. The operating company has the right to transfer such contest and its related rights to any other company.

Band Contest: In addition to contest tender following applies: The band and all members agree that submitted titles/songs and possibly a live recording of the music event is posted on NWP for hearing, and that the band will be presented on NWP. This consent is valid without geographic restriction; it is unlimited in time and cannot be cancelled in less than 10 years. The operating company has the right to contest and the associated rights to another company to be transferred. The operating company has the right to transfer such contest and its related rights to any other company.

### **Violations of Terms of Use**

For minor breaches of present Terms of Use, we will issue a warning to the respective user. For serious violations, profile (account) will be disabled and/or deleted with immediate effect and without prior notice.

### **Third Party Websites**

NWP is connected to other websites ("Third Party Sites") through links (hyperlinks). Such Third Party Sites have not been checked by the operating company. The usage of hyperlinks to Third Party Sites does not imply any agreement with their content and their services. Hence, Operating Company cannot be held liable in no way. It should also be considered that the access and use of such Third Party Sites underlies other Terms of Use.

**Data Protection and Privacy**

NWP respects the privacy of users and provides tools that enable user to individually define the degree of data protection.

The data collected by NWP when using its Services, among others serve to continuously optimize the platform and its Services. NWP does not have the duty, but the right to randomly or continuously monitor Communications among users in order to check whether obligations by these Terms of Use or any legal requirements are met. The user explicitly authorizes the Operating Company to store all the necessary data regarding profile and Communications. The processing of personal data is only performed when this serves its designated purpose, including - but not limited to - for marketing purposes. The collected personal data will not be sold to third parties nor made available to third parties. A transfer of personal data to third parties is only performed if user explicitly agrees with such action. An exception is only made if a court requests such data or if provisioning of such data is required by law. When deleting a profile, all personal data will be deleted as well, except for warnings, complaints and blockings.

**Liability**

The Operating Company cannot be held liable by the user in no way neither for direct nor indirect or consequential damages of any kind whatsoever, independent of whether they rely on contractual agreements, negligence or other forms of illegal behavior, unless such damage can be attributed to intentional actions of Operating Company.

In addition, user declares to hold Operating Company harmless for all his unlawful acts performed.

**Jurisdiction**

The present Terms of Use are subject to Swiss law with jurisdiction Zurich.

**Other Provisions**

Should individual provisions or parts of these Terms of Use become void or ineffective or should these Terms of Use contain gaps, then validity of these Terms of Use will not be affected in general. In such a case, the Terms of Use will be adapted in such a way that the intended purpose of the void or ineffective part is accomplished as far as possible. All deviations of these Terms of Use and subsidiary agreements must be written and signed by the parties, in order to become effective. This requirement can only be amended in written form. In any case of legal dispute the German version of these Terms of Use will be taken.