

GENERAL TERMS AND CONDITIONS FOR USAGE

www.gloupe.com

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1. What is „Gloupe“?

"Gloupe" is an online-community enabling you to share your life (sports, leisure, travel, job, or whatever else you want) with other people and to connect with them. Subject to these General Terms and Conditions ("Terms"), usage of "Gloupe" is free of charge.

As these Terms are the legal basis for your usage of "Gloupe", you must accept them. Moreover, these Terms set the legal relationship between you (in the following also "User") and "Gloupe AG".

2. Using „Gloupe“?

As long as you do not want to publish your own content, you can use "Gloupe" without registration. In order to publish own content or to connect with other "Gloupe" users, you must register with "Gloupe". Please note that any registration and usage of "Gloupe" is strictly limited to private persons (and not companies) and private purposes (and not business).

3. Registration?

By using a pseudonym, your registration with "Gloupe" can be made completely anonymous. Besides the pseudonym, you can voluntarily add real data, such as your real name. When choosing a pseudonym, you should be careful to not violate and third party rights, since you are solely responsible in that respect. "Gloupe" reserves the right to refuse registrations without stating any reasons, in particular if there are indications of an abusive or otherwise unauthorized usage.

4. Content?

You can basically publish any content (pictures and text) and link such content to any external content (including video, audio or other websites). Please note that you will remain solely responsible for that the content published by you is free from any third party rights.

Publication of or linking to the following content is strictly prohibited: pornography, discriminating, offensive or racist content, libel, or otherwise illegal content, as well as content that is not private but prevalently constitute advertisement or is of otherwise commercial nature.

Furthermore, "Gloupe" reserves its right to set the User permissions of any of your content to "private" without prior notice, so that such content is only visible for the User. In the event of material breaches of these Terms, "Gloupe" reserves its right to delete content or also entire User account.

5. User Permissions?

"Gloupe" lets you decide autonomously and in every single detail, which of your content shall be visible for whom. Therefore, please be very careful in your decisions, whom to grant access to which content.

6. Behavioral Rules?

As a non-moderated online-community, "Gloupe" depends on correct and polite behavior of its users. This does not only apply to content but in particular also to comments and the internal mailing system. Please always write polite comments in a way you would expect them to receive from others. "Gloupe" reserves the right to block accounts that are used for spamming or other systematic annoyance of other users.

7. Data Protection?

"Gloupe" is aware of your high interest in a diligent handling of your personal data. Without your authorization, "Gloupe" will neither publish your personal data nor make them available to third parties. Furthermore, "Gloupe" will take reasonable technical measures to prevent an abusive use of your personal data by third parties. Please note that your own password is typically the biggest weak point from a security perspective. By registering with "Gloupe", you agree that your personal data are electronically processed within the functionality of "Gloupe".

8. Technical Aspects?

While "Gloupe" strives an uninterrupted service at all times, no warranty is given for a certain condition or certain operating hours of its platform. Any automated request or usage of "Gloupe" by using macros, scripts or other software is explicitly prohibited. Also prohibited is any kind of usage that would technically interfere with the operations of "Gloupe". Whereas there are currently no limitations, "Gloupe" may in the future introduce storage limits for users at its sole discretion.

9. Account Deletion?

For a deletion of your account, you find the respective function under "My Profile / My Settings". This function blocks your account with immediate effect and sends you an e-mail containing a link for a reactivation of your account, which can be used for 30 days. Upon expiry of these 30 days period, the account and all your data will be deleted irrecoverably. However, your comments posted with third party content will not be deleted.

10. Rights On Content – Copyright?

Depending on the specific User permissions, content on "Gloupe" may be visible for a large number of persons. This does not mean that any content may be downloaded and used at discretion. Users of the website may copy or print such content for its personal, non-commercial use. However, any other usage, such as reproduction, modification, distribution or performance is generally prohibited.

By generating content through pictures, text or links (profiles, groupings and dots) in "Groupe", you confer to "Groupe" a world wide, royalty-free and non-exclusive right to make available and link this content on its own website or the website of partners, however by adhering to the User permissions granted by you for such content. The copyright for the uploaded pictures and text remains with the author.

11. Indemnification?

The User shall indemnify "Groupe" from all claims, including damage claims, which other users or third parties may assert against "Groupe"; provided that such claims are due to infringements of rights of such other users or third parties arising out of the content published in "Groupe".

12. Miscellaneous

"Groupe" assumes no liability whatsoever for the quality or the correctness of the content or the User profiles on its website.

GLOUPE AG reserves the right to change these Terms at any time and without providing for specific reasons. In the event of such change, the User shall be entitled to review the Terms and agree to them within a 30 days notice period or let this notice period expire. Upon expiry, the account will be deleted in analogy to Article 9 hereof.

These Terms and the entire contractual relationship between GLOUPE AG, Binzastrasse 48, FL-9493 Mauren and the User shall be exclusively subject to the substantive laws of the Principality of Liechtenstein. Any disputes arising out of or in connection with this contractual relationship shall be settled by the ordinary courts of Liechtenstein having jurisdiction in these matters.

The User concludes these Terms with GLOUPE AG, Binzastrasse 48, FL-9493 Mauren. The user can reach "Groupe" via e-mail, post or fax message. The relevant contact data can be retrieved under www.groupe.com/about.