

User and License Agreement

for the use of goober software

This document constitutes a contract between you, as the end user (hereinafter referred to as: "customer" or "user") and the company goober Networks, Inc., with registered office at 16 Douglas Court Dover, DE 19901 U.S.A. (hereinafter referred to as: "goober Networks"), regarding the use of the goober software as well as the services and goober WEB products offered by goober (hereinafter referred to collectively as: "the goober software").

Please read through this License Agreement carefully before you install this goober software or goober WEB products. By downloading the goober software or goober WEB products you agree to accept the conditions of this agreement. You may only install and use the goober software and goober WEB products if you comply with the following license conditions.

You agree that this License Agreement applies to your entire use of the goober software and goober WEB products, whether on this installation or on other terminals, on which the goober software was installed by you or third parties. By installing and continuing to use the goober software, moreover you agree to accept all new versions of the license terms and conditions.

These software License Agreement will form the contractual basis for the use of all products and goober WEB products (such as youcall.com, goober.me and upcoming) and services offered by goober Networks (with the exception of gooberCall.com).

You can read the current wording of this Standard Usage and License Agreement at any time with the link www.goober.com/license_en.

IF YOU DO NOT AGREE TO BE BOUND BY THE STANDARD USAGE AND LICENSE AGREEMENT, YOU ARE IN NO CASE AUTHORIZED TO INSTALL AND/OR USE THE GOOBER SOFTWARE AND GOOBER WEB PRODUCTS.

1. Important notice and requirements for use

1.1 Minimum age

The minimum age for concluding this License Agreement, using the goober software and goober WEB products and opening an user account at goober Networks is 14. People below this age limit may not conclude this License Agreement and are not authorized to download, install and/or use the goober software and goober WEB products.

1.2 Registration obligation

As user of the goober software and goober WEB products you may access a wide variety of different services and functions; before using the goober software, goober WEB products and services you must first apply to open an user account with a proper registration. For using the goober software and goober services, you agree to provide true, current and complete details (registration details), according to the specifications of the application form, and if necessary to update these details so that these remain true.

The customer is in this respect obliged to notify goober Networks within one month of any change of his/her name as well as any change in his/her address.

The user's access data (goober name and password) may in no case be transferred.

The user affirms that he/she is the copyright holder of the illustrative material and copy that he/she transfers to goober Networks and that the illustrative material is free from third party rights or claims. He/she affirms that no (intellectual) property rights or industrial property rights (for example trademark rights) are infringed by the illustrative material and that the people represented agree to the publication without any remuneration having to be paid for this. Furthermore, the user expressly agrees that goober Networks may use this illustrative material, process this in its databases and have this stored and shown publicly and held ready for retrieval for the user's user account within the scope of the goober services.

1.3 Untrue and incomplete details

If details provided by the user are untrue or incomplete, goober Networks is entitled to delete the user account ("account") temporarily and/or permanently and/or exclude him/her from using certain or all goober services temporarily or permanently. For this requirement, it is already sufficient if goober Networks has doubts, resulting from certain circumstances, regarding the accuracy, truth or completeness of the details provided.

1.4 Refusal to open an user account

After checking the user's details, goober Networks is entitled to refuse to open an user account in general and without stating grounds.

1.5 Exclusion of the use of several registrations

The user is obliged to use the goober software with an unique answer code provided and the corresponding registration. The user is not permitted to use or apply for two or several answer codes.

The goober software and goober WEB products may only be used by the holder of the user account and the password. The user is not entitled to resell or transfer goober services or the use of the goober software and goober WEB products to third parties or charge fees for the use of the account by third parties. The user himself/herself is responsible for all uses of his/her account by himself/herself and also for people expressly or tacitly authorized by him/her, as well as for any other use by third parties if he/she is responsible for this.

1.6 Exclusion of a registration for fee-based services (opening of a payment account)

If the user either

- has made an affidavit of no assets, or
- filed an application for the commencement of insolvency proceedings, or
- insolvency or composition proceedings regarding the user's assets or comparable proceedings have been commenced under a different legal system,

he/she is not permitted to open a payment account - see item no. 5.2. at goober Networks.

If, notwithstanding the above-mentioned criteria, registration of the user takes place, goober Networks is immediately entitled to delete the user account temporarily or permanently and/or exclude the user temporarily or permanently from using the goober software.

1.7 Responsibility for the user account

After registration, the user must guarantee that his/her password and his/her user account are not made available to any third parties. As holder of the user account, the user accepts sole and full responsibility for all actions and activities carried out when his/her password and his/her user account are being used. This includes the payment of service fees as well as compliance with German law, due regard to third party rights and these terms and conditions of usage.

As soon as the user has the suspicion that third parties are using his/her user account (thus his/her goober name with his/her password) improperly, he/she is obliged to notify goober Networks without delay of the unauthorized use and send a written message to the German Service Centre at the following address:

Goober Europe Ltd.

Kaiserstraße 49

55116 Mainz

Germany

Fax +49 (0)6131 9712439

Upon knowledge or justified suspicion of the improper use of an user account, goober Networks is entitled to take the necessary measures and in particular block access temporarily or permanently to the user account concerned.

Liability of goober Networks for damage or losses resulting from an improper use of the user account or loss of the user's password is excluded in all cases.

1.8 Exclusion of commercial use / use during increased risks

The goober software (including all services) and goober WEB products is intended exclusively for private, non-commercial use. The goober software and goober WEB products is also unsuitable and not intended for use in (risky) environments, in which increased security risks exist (for example in air transport operations or nuclear power stations), and impaired functionality of the goober software, goober WEB products and services can lead directly or indirectly to personal injuries or material or environmental damage or losses.

Should the user nevertheless use the goober software and goober WEB products and goober services industrially, commercially or, as outlined above, in risky environments, this shall take place at his/her own risk. Inasmuch, goober Networks, its affiliated companies or its staff members accept no responsibility for any damage thereby incurred.

1.9 Storage conditions

If the user is entitled to upload (store) the contents of several goober services and goober WEB products onto servers of goober Networks, goober Networks is entitled to stipulate independently the storage conditions in general as well as the main folders in which the storage will take place. In particular, the storage capacity and the hold-back time for the data and contents stored by the user received or held ready for retrieval will be limited.

If for example the storage capacity is exceeded, no more new messages, data or contents will be received or stored.

If the hold-back time is exceeded, goober Networks is entitled to delete the messages, data and contents, even without advance notice.

If the user also uses fee-based memory in addition to the memory provided free of charge, the user must always ensure that his/her credit balance (on his/her payment account) has the required cover for the monthly payment. If his/her credit balance does not have the required cover, goober Networks is entitled to cease to make available the entire memory (thus the memory provided free of charge and the fee-based memory) immediately. After sending a message to this effect to the user, goober Networks is also entitled to delete all contents (messages, data etc.) permanently. Liability for the data loss in this case is not permitted.

1.10 Fixed part of the service

A necessary part of the agreement and service of the usage of the goober software (and goober services) and goober WEB products is the sending of current information regarding

- the goober software,
- performances, services and products of goober Networks,
- changes and enhancements of the products and services,
- and goober WEB products

in electronic form to the user.

The user therefore expressly agrees that goober Networks may receive information, messages, notifications and advertisements regarding the goober software, goober WEB products and goober services, software updates, amendments to the License Agreement or data protection provisions to his/her goober account (goober number) and/or the e-mail address stated by him/her.

1.11 Additional costs / Internet connection

To be able to use all services available from goober Networks in connection with the goober software and goober WEB products an access or dial-in to the Internet and the World Wide Web and a broadband Internet connection is a strict requirement. Through this, the user may incur separate costs. The user himself/herself is solely responsible for these. In no case is the access or dial-in to the Internet part of this agreement and the service of goober Networks.

If the user uses the goober software on mobile terminals, additional connection costs / data transfer costs may also be incurred here. The amount of the costs incurred, for example for WAP, GPRS or UMTS will depend on the respective collectively agreed rates and conditions of contract of the existing agreement and mobile telephone provider. The user is solely competent and responsible for the conclusion of the mobile telephone agreement necessary in connection with the use of the goober software and additional costs thereby incurred. In no case is the provision of access or a dial-in to a mobile telephone network part of this agreement and the service of goober Networks.

1.12 Communication / No warranty for trouble-free communication

The goober software and goober WEB products facilitates the establishment of contacts and communication between registered goober users. In the process, goober Networks endeavours to avoid lost connections, restrictions and other interferences with the use of the goober software and communication services offered as far as this is technically possible and may reasonably be expected. However, goober Networks expressly points out that according to the present status of (communication) technology such restrictions and interferences cannot be completely excluded, in particular through the use of the Internet and external network and connection technologies, over which goober Networks has no possibility whatsoever to exercise any influence.

goober Networks also carries out preventive maintenance work for the expansion and enhancement of the software and services offered, through which the possibilities of use of the software and services may be restricted or interrupted temporarily.

Against this background, goober Networks **assumes no warranty and makes no representations that the communication with other goober users without malfunctions**, such as e.g. interruptions (data transfer), delays or other errors (for example data loss) will be possible, or that any errors and/or malfunctions in the goober software or in the goober services will be remedied.

1.13 Telephone services / emergency calls

By concluding these License Agreement, the customer takes notice and expressly acknowledges that neither the goober software nor the goober WEB products nor the goober services is intended and/or suitable for supporting and/or relaying and/or carrying out emergency calls or emergency call services of any kind whatsoever. The user acknowledges that goober Networks is by no means obliged, for example through regional or national regulations and/or laws, to offer or provide emergency call services.

To be able to contact and accordingly carry out emergency call services the user himself/herself must additionally ensure that he/she will acquire suitable wireless or fixed line telephone services and/or devices for these.

Neither goober Networks nor its affiliated companies, its salaried employees, other staff members or directors are liable for any kind of direct or indirect damage or losses, personal injuries, or collateral, special, or consequential damage or losses connected in any way with the use or incapacity for use or support of emergency call services (e.g. contacting emergency services staff).

Furthermore, the user agrees to indemnify goober Networks against any damages, claims, administrative fines and expenses (including the lawyer's fees specified by law).

1.14 In connection with the use of the goober software and goober WEB products, certain telephone calls, certain numbers (also whole countries) are blocked; thus, for example, (without providing a conclusive list) services provided free of charge, shared-cost services, value-added services, audio/text services, telephone relaying services, telephone book services.

goober Networks may at its discretion add to or abridge this list of blocked numbers and services. The countries supported by the goober software and goober WEB products may be seen on the website www.goober.com.

1.15 No responsibility for contents

The user is aware that when using the goober software (and goober services) and goober WEB products he/she may possibly be confronted with contents that are offensive, vulgar, unmoral, objectionable, harmful, amoral or objectionable in any other way for minors or unlawful and he/she agrees that goober Networks is by no means liable to the user for such contents.

The user confirms and agrees that the person/people who has/have created the content or from whom such content originates (emanates) is/are solely liable and responsible and for any kind of contents of the communication, in particular for texts, software, music, sounds, images, photographs, graphics, videos, messages and other data that is distributed during use of the goober software or goober services. The user, and in no case goober Networks, is therefore solely responsible for texts, software, music, sounds, images, photographs, graphics, videos, messages and other data that he/she enters, publishes, holds ready for retrieval and/or makes available in any other way in connection with the goober services and the goober software.

In principle, goober Networks will not carry out a control of the contents that the user can enter, receive, hold ready for retrieval, publish or pass on through the goober software (and goober services). **goober Networks will not get involved in any way in the content of the communication and is merely competent for the technical procurement / relaying of the contents.**

1.16 Admissible use / legal purposes / responsibilities

The user acknowledges and agrees to use the goober software and the goober services including all functions, offers and contents exclusively for legitimate and legal purposes.

(a) The user may not enter, publish, upload, store, hold ready for retrieval or otherwise transfer and distribute contents, data or other materials (e.g. data, texts, images, videos, music, sounds, files, links and software) with the goober software, the goober WEB products and the goober services which

1. infringe the rights of third parties, in particular trademarks, patents, copyright rights and neighboring rights, industrial property rights, intellectual and other ownership interests, personality rights or business secrets. The user alone must guarantee that he/she has all necessary rights (in particular copyrights and neighboring rights) which if necessary also covers the use by third parties;
2. are anti-competitive or promote anti-competitive activities (e.g. chain, snowball or pyramid systems);
3. are illegal, harmful, menacing, improper, pestering, defamatory, insulting, offensive, pornographic, harmful to youth, racist, obscene or inadmissible in any form;
4. instigate or incite behaviour that would constitute a criminal act;
5. the user is not entitled to pass on (e.g. due to confidentiality obligations or suchlike);
6. infringe the rights of third parties in any other way or are otherwise illegal or unlawful;
7. insult, harass (e.g. through "spam"), harm, menace, put pressure on or embarrass a legal entity or individual or group of persons or cause these inconvenience in any other way;
8. contain software viruses, spiders, worms, Trojan horses or other information, files or programs that are created to or likely to interrupt, destroy, damage, restrict the function of software, hardware or telecommunication devices or restrict or distort the communication itself.

Attention:

The creation and preparation of pirate copies or copies exceed the right granted by the respective copyright holder is prohibited.

The user must inquire about any copyrights before downloading, storing, holding ready, transferring or distributing contents, data, information, in particular videos, illustrative material, software or music, and disclaim these already in the event of any doubts.

(b) In connection with the use of the goober software, goober WEB products and goober services, the user is prohibited from

1. disturbing or otherwise interfering with the technical operation of the goober services or the communication (for example through undue pressure);
2. interfering with, interrupting or otherwise encroaching upon the goober services or the servers or networks connected with the services;
3. impersonating another person, e.g. as a representative of goober Networks or a person otherwise responsible for goober Networks;
4. using another person's password and user account without the express consent of this person;
5. tampering with headers or taking measures in another way to conceal the origin of a content or information that is transferred in connection with the use of the goober software and goober services;
6. collecting and/or storing personal data regarding other users;
7. entering, publishing or otherwise transferring junk e-mail, unsolicited advertising, spam, chain letters, notices in the "snowball system".

(c) Indemnity in relation to the permitted use

The user agrees to indemnify goober Networks, its affiliated companies, its salaried employees, other staff members and directors against any kind of damage or losses that occur as a consequence of this section (1.16), including the costs of a legal defence in the amount the fees incurred by law.

1.17 Notice on risks

The user is aware that use of the goober software and the goober services takes place via the Internet and he/she is thus exposed to a wide variety of risks.

For example, the user may be attacked and pestered by software viruses, spiders, worms, Trojan horses or other information, files or programs that are geared to or likely to interrupt, destroy, impair, restrict, manipulate or tamper with the function of software, hardware or other telecommunication devices. This can also result in unauthorized access to data and the system as well as the retrieval of data (also passwords etc.), data tampering, data loss, fraud and other attacks on the user. The user may also be the victim of spamming (unsolicited advertising), pestering or other encroachments into the private sphere.

The user may also encounter harmful, menacing, improper, pestering, defamatory, insulting, offensive, racist, obscene or otherwise illegal contents and comments through the communication with other users.

If the user does not wish to encounter these general and special risks, he/she should unconditionally refrain from using and installing the goober software, the goober WEB products and the goober services.

1.18 Software updates

goober Networks is anxious to improve the services offered and the goober software and goober WEB products and expand the scope of its function. The technologies used and the Internet are also subject to permanent changes which make modifications to the goober software indispensable.

goober Networks will therefore update the goober software at irregular intervals. Availability of new updates will automatically be pointed out to the user when using or rather at the start of use of the goober software.

In principle, the user should use the most up-to-date version of the goober software and goober WEB products and therefore carry out the updates offered.

The updated goober software likewise falls within the scope of this Usage and License Agreement as amended.

If the user does not update the goober software and goober WEB products through the updates offered, this may result in a further use of the goober software and goober WEB products being impossible or possible only with a restricted scope of function, or goober Networks no longer supporting this outdated software version. goober Networks cannot assume any liability or warranty in this case.

2. Right of revocation

As a consumer, the user is entitled to a right of revocation.

The user may revoke his/her contractual acceptance within a time limit of one month without stating grounds. The revocation may be declared in text form (e.g. letter, fax, e-mail). The time limit will commence at the earliest after receipt of a revocation instruction. The user will be deemed to have observed the time limit if he/she sends the revocation in good time to goober Networks at the address stated below:

The revocation must be addressed to:

Goober Europe Ltd.

German Service Centre

Kaiserstraße 49

55116 Mainz

Germany

Fax +49 (0) 6131 9712439

support@gobernetworks.com

In the event of a valid revocation, the services received by both parties up to the time of the revocation will be returned. If the services received cannot be returned in whole or in part or only in a worse condition, to this extent, compensation for lost value must be paid in the amount of the usual remuneration.

The user's right of revocation expires prematurely if the user has already used the goober software, goober WEB products and/or goober services within the revocation period (for example through use of the software or goober services).

The user agrees that the right of revocation will no longer exist as from the time of the first use.

Consequences of revocation

If the user makes use of his/her right of revocation, he/she is no longer bound by his/her declaration aimed at the conclusion of the agreement.

In the event of a valid revocation, goober Networks will not invoice the user for any costs for the registration and the service.

3. Title and copyright

All industrial and intellectual property rights to the goober software and the goober services and the corresponding documentation are held by goober Networks.

goober Networks retains at all times all copyrights and other industrial property rights to the software and goober WEB products, its documentation and all and any copies made by him/her, irrespective of their form. This License Agreement contains no regulation intended to lead to a transfer of the industrial and intellectual property rights/ownership interests.

All industrial and intellectual property rights ownership interests in contents that can be accessed with the help of the goober software belong to the respective owner of the content and may also be protected by applicable copyright laws or other laws and agreements regarding intellectual property. This License Agreement in no case grants the user a right to use such contents.

The usage rights to the goober software, goober WEB products and the goober services are exclusively stipulated in this License Agreement. All rights not expressly granted to the user by this License Agreement remain held by goober Networks.

The user may not amend, remove or delete the copyright notices of goober Networks or its documentation including copyright notices contained copies of this.

3. License

3.1 goober Networks grants the user, on the basis of these License Agreement, after registering in proper form, the possibility to use the goober software (and the corresponding goober services) and goober WEB products in accordance with its intended purpose.

The license to use the goober software and (the corresponding goober services) and goober WEB products is a simple, non-exclusive, terminable and non-transferable license unlimited in duration and territory.

The user is entitled to use the goober software on mobile terminals and computers. Unless prior written consent is provided, a commercial use of the license is not permitted, in particular the reproduction and the sale and distribution.

3.2 goober Networks grants the user the following rights to the goober software (and the corresponding goober services) and goober WEB products:

3.2.1 The right to install and use

The user may install and use the goober software on his/her mobile terminals and computers if it is guaranteed that the software will at all times be used on only one device at the same time.

"Use" means each permanent or temporary reproduction (copying) of the program by storing, running or displaying for the purpose of the execution of the program and processing the data contained in the program by the mobile terminals and computers.

3.2.2 Right to make copies

The user is entitled to create a back-up copy of the software from the program for the permitted use (provided that the copy carries the copyright notice in accordance with the original software made available to the user).

10.3 If goober Networks offers services free of charge, the user has no claim whatsoever to the performance of these services.

goober Networks is authorized to suspend or change such services provided free of charge at any time or in future offer these only for a fee. Claims for damages, of any kind whatsoever, are excluded.

10.4 No claim to documentation and updates

By obtaining a license to use the goober software the user acquires no claim of goober Networks to demand

- (written) documentation or a description of the goober software or goober services, or
- updates and enhancements, or
- support.

4. Restrictions in the scope of the license and usage

Unless we have provided our express written consent, the user is not permitted:

4.1 To sell, rent out, lease, sell and distribute, license or sub-license, lend out, or transfer the goober software and goober WEB products or its components in whole or in part or the corresponding documentation or permit its use in any other form by himself/herself and/or by third parties or integrate or commercially exploit this in his/her own computer chips, hardware or other products, unless this is expressly permitted in this License Agreement or by mandatory laws.

4.2 To decompile, reverse engineer, or in any other way decode the goober software and goober WEB products or its components, disassemble or in any other way analyse or otherwise make perceptible the source code of the same and/or modify the goober software, convert this into another programming language, translate, combine with other programs or create derived works from this, in each case unless such use is permitted by mandatory laws.

4.3 To reproduce (copy) the goober software and goober WEB products in any way in whole or in part or trade with it or permit third parties to reproduce (copy) the software in whole or in part or trade with it, unless this is expressly permitted in this License Agreement.

4.4 To alter or remove copy protection measures or similar protection routines, copyright notices, company names, trademarks, identification markings of other commercial property rights, serial numbers and any other features that serve to identify the software.

4.5 Without using the goober software or goober WEB products or the goober services and accordingly accessing these.

4.6

4.6 To use the goober software or goober WEB products or the goober services for applications or in connection with systems in which an error function may lead to damage or injury to body or life, to environmental damage or losses or to significant pecuniary losses. In particular, the goober software and goober WEB products may not be used in connection with the operation of nuclear power plants, aeroplanes, in flight surveillance, with life-saving devices or machines.

4.7 To publish and pass on the electronic or printed material within or in relation to the licensed software, including but not limited to the object code, the documentation, the helpfiles, the examples and start/end dates.

5. Fees / charges for use

N.B.:

To be able to use the goober software and goober WEB products and goober services, access or dial-in to the Internet and the World Wide Web is an absolute requirement.

Through this, the user may incur separate costs. The user himself/herself is solely responsible for these.

If the user uses the goober software and goober WEB products on mobile terminals, he/she may incur additional connection costs / data transfer costs here too. The amount of the costs incurred, for example for WAP, GPRS or UMTS depends on the respective collectively agreed rates and conditions of contract of the existing agreement and mobile telephone provider. The user is solely competent and responsible for the conclusion of the necessary mobile telephone agreement and additional costs thereby incurred.

5.1 Fee-based use and use free of charge

Use of the goober software and goober WEB products and the various goober services is subdivided into fee-based use and use free of charge.

The application/registration is free of charge.

Before the first-time use of fee-based services, the user of goober Networks is notified of his/her obligation to pay a fee and must additionally open a payment account for this in addition to his/her customer account.

5.2 Payment account

The user is allocated a payment account with the registration for fee-based services that he/she may obtain throughout the entire term of the agreement and is only dissolved upon termination (notice of termination by one party).

Before the first-time fee-based use of the goober software and goober WEB products and goober services the user must charge his/her payment account through payment or by cashing in a credit note in advance.

An absolute requirement for this is that the user furnishes details about:

- his/her billing address,
- his/her names,
- his/her complete address,
- his/her e-mail address and
- his/her telephone number

in the field "goober payment" with regard to the activation of his/her payment account. For the first time, the payment account must be charged with 10.00 euros or 10 US \$ or a credit note.

The user himself/herself must ensure that his/her credit balance/payment account has the required cover for the fee-based services.

Fee-based services (for example use of VoIP) are due immediately and deducted from his/her credit balance.

At present, payment exclusively by credit card is possible:

After stating the credit card number (of a credit card issuer accepted by goober Networks), the data collected is checked online. If the details are accepted, the user's credit card is charged with the chosen credit balance.

After activating his/her payment account or charging his/her credit balance the user may examine the field 'goober payment details' on his/her payment account:

- the current credit balance,
- the transactions already carried out,
- alterations in the collectively agreed rates/prices,
- current prices,
- his/her account settings (personal data), as well as
- the date of the next invoice.

5.3 Invoicing

goober Networks will invoice for the fee-based use of the goober software and goober WEB products and goober services in monthly payment periods, unless the individual collectively agreed rate expressly regulates different methods. The payment period commences in each case on the date of the application for registration of the payment account and runs until the same calendar day of each following month. If the customer account was posted on one of the last days of the month in which the following month has fewer days, the payment period will then end on the first calendar day of the then following month.

5.4 Issue of invoices

The user agrees that his/her monthly invoice will be made available to him/her exclusively in digital form, which he/she can inspect on his/her online customer account, field "goober payment", and download as a PDF document. The user will not receive a separate written invoice regarding the amounts.

5.5 Payment of charges

All remuneration and collectively agreed rates for the use free of charge of the goober software and goober services shall be reported with VAT at the applicable rate. The amount of the tax rate is in accordance with the country that is stated when opening the customer account. If this country is in EU, the user is invoiced for 19 % VAT.

The call times for calls made, in connection with the use of the Voice over Internet Protocol (VoIP), will be rounded up to the next full minute and invoiced for in full minute amounts and the amount thereby resulting will be constantly deducted from the credit balance. Since the use of the Voice over Internet Protocol (VoIP) is dependent on the Internet and external service providers, time differences in the region of seconds may result in rare cases.

The current collectively agreed rates for the VoIP services for all countries are shown on the website www.goober.com.

5.6 Rejection of the invoice and accordingly credit card payment

goober Networks is authorized to terminate the License Agreement if a debiting of the credit card stated by the user is either rejected or reversed. In the case of a rejected debiting of the credit card stated by the user, credit card, the user's complete liability to goober Networks for all remuneration incurred and all costs that goober Networks incurs when collecting the unpaid sums (for example lawyer's costs and court costs) shall remain, even in the case of a notice of termination given by goober Networks.

5.7 Objections to remuneration and the invoice

After receiving the credit card invoice, the user must notify goober Networks without delay, however at the latest 6 weeks after the date of the direct debiting (or rather the failed direct debiting) about objections and their grounds regarding the credit card debiting. After the expiry of these 6 weeks, the user waives his/her right to make objections and the invoice issued by goober Networks is deemed to be authorized.

Objections to remunerations must be sent by e-mail, fax or post to goober Networks ♦ German Service Centre at the following address:

Goober Europe Ltd.

Kaiserstraße 49

55116 Mainz

Germany

Fax +49 (0)6131 9712439

E-mail: support@goobernetworks.com

5.8. Collection of accounts receivable

goober Networks is entitled to assign the claim to third parties, have the account receivable collected by third parties, and for this transfer the necessary user's master and invoicing data to third parties. The user will receive corresponding notification regarding this.

5.9 Default

If the user falls into arrears in his/her payment period for fee-based services and services, goober Networks is entitled to block further fee-based services and services free of charge.

5.10 Forfeiture of the credit balance

If the user does not use the goober software and/or goober WEB products and/or the goober services for 365 days or 365 days have passed since the last charging of the customer account, any credit balance still existing on the user's account will be forfeited. A prior notification by goober Networks is not required.

6. Changes in the services, prices as well as the usage and license terms and conditions

6.1. Changes in the prices for VoIP services

goober Networks is expressly entitled to alter the current collectively agreed rates and prices (remuneration for services) for the use of the VoIP services (Voice over Internet Protocol) at his/her own discretion without giving notice and without stating grounds.

This user is responsible to be inquired about the current prices in each case for the individual countries before using the VoIP services.

6.2. Changes in other services and prices as well as the usage and license terms and conditions

goober Networks is anxious to improve the services offered and the goober software and goober WEB products as well as expanding the scope of the function. The technologies used, such as the Internet, are also subjected to a constant change, which makes alterations of the goober software indispensable. For the user, these changes and expansions of the scope of the function and use are helpful.

During these adaptations, goober Networks is therefore entitled to change

- the usage and license terms and conditions,
- the contents of the services (fee-based and free of charge), as well as
- the prices (remuneration for services)

of the goober software and goober WEB products and goober services at his/her own discretion, and without stating grounds by giving at least 30 days' notice, before the occurrence of the change.

The changes may also include that regulations regarding age are changed or services previously free of charge will in future only be made available for a fee. In principle, no legal claim to the maintenance of such services provided free of charge exists. Claims for damages are also excluded in this case.

After a corresponding notification of a change by goober Networks, by e-mail, the user has the right to object to and/or denounce the changes.

If the user does not object to or denounce the changes within a period of four weeks after the receipt of the notification of a change, the changes will be effective in accordance with the notification. goober Networks undertakes to inform the user about the right to make objections to and accordingly denounce the changes together with the notification concerned.

In the case of an objection in good time by the user, both parties have the right to terminate the License Agreement by giving one month's notice to the end of the month.

If no objection in good time and accordingly a termination of the License Agreement takes place, the user's prior consent is deemed to be granted.

Partial cancellations (cancellations of changes and/or services) and/or partial objections (objection to individual changes) are in principle not permitted.

7. Termination/term

7.1 This License Agreement commences by an action through which the user accepts the license conditions and preserves its validity up to the termination.

7.2 Each party entitled to terminate this License Agreement without stating grounds by giving 7 days' notice to the end of the month. The data and contents stored by the user as well as the user account will then be deleted by goober Networks.

7.3 Each party is entitled to terminate the agreement for cause if the other party has committed a material breach of contract.

7.4 goober Networks additionally has an extraordinary right to terminate the agreement without notice if the user uses the goober software and services in an inadmissible way contrary to item no. 1.16 of the terms and conditions of this Usage and License Agreement. The user's rights in accordance with this Usage and License Agreement end automatically in this case without a notification to this effect by goober Networks being necessary.

7.5 goober Networks is entitled to terminate the agreement for cause if the user culpably infringes one of the other provisions of this agreement and it can no longer be expected to adhere to the License Agreement.

7.6 goober Networks is additionally entitled to terminate the agreement for cause if third parties give notice of termination to goober Networks of their contracts regarding the rendering of necessary preliminary products or services for the goober software and/or the goober services, without the fault of goober Networks.

7.7 The user acknowledges that any kind of liability of goober Networks to the user and a third party that is caused by an authorized termination of the agreement and the access to the user account is not permitted.

7.8 The user agrees that goober Networks may terminate the License Agreement and the user's user account at his/her own discretion and without stating grounds, delete any kind of content (all information and files in connection with the account), prohibit any kind of access to the goober services if the user has not used the goober software and services in a period of more than one year (365 days) (has at least no longer logged in to his/her account during this period).

7.9 Upon the termination of this agreement, for any reason whatsoever, including the termination by goober, the user undertakes to deinstall the goober software and goober WEB products, delete all copies or parts of the same on the computer or mobile terminal.

7.10 If the License Agreement has been terminated without notice by goober Networks, goober Networks will only permit a new contractual relationship and accordingly a new registration with the former user with its express prior written consent. Unless this prior consent is provided, a new conclusion of an agreement will be invalid.

8. Warranty

The contracting parties agree that it is not possible according to the current status of technology to develop computer programs in such a way that they will work completely free from errors in all application and combination cases and in all application conditions. This applies in particular to software that is used in combination with the widest variety of hardware components and computer systems and mobile terminals.

The user confirms and therefore declares expressly that it agrees that the use of the goober software and the use of the corresponding goober services will take place at his/her own risk, in respect of satisfactory quality, service, accuracy and expense, and the goober software and goober WEB products as well as the goober services will be provided in the condition as they are, without guarantee or warranty. In particular, no guarantee or warranty will be given with regard to quality and/or suitability for a certain purpose. Also with details of the performance data or other descriptions of the goober software and goober WEB products and goober services by goober Networks or an authorized goober representative, goober Networks, its affiliated companies or its staff will assume no guarantee or warranty for the quality.

goober Networks, its affiliated companies, its salaried staff, other staff and directors also assume no warranty and make no representation that the use of the goober software or goober services will be possible without malfunctions, such as e.g. interruptions, delays or other errors (including data loss!) or that any errors and/or malfunctions of the goober software and goober WEB products or the goober services will be remedied.

In particular, goober Networks, its affiliated companies, its salaried employees, other staff members and directors reject all warranties and claims for the goober software regarding its marketability/merchantability, stability, up-to-datedness, completion, precision, performance, the fulfilment of requirements, undisturbed possession, the non-violation of third party rights or the correctness of the information received in connection with the services.

goober Networks, its affiliated companies, its salaried staff, other staff members and directors also assume no warranty and make no representations that the goober software, transmitted data or other information will be free from infections with worms, viruses, Trojan horses or anything similar. The user is solely and exclusively responsible for the implementation of correspondingly suitable protective measures against viruses, worms or Trojan horses (such as for example the use of virus protection software) and other measures which guarantee that software or information that is infected does not impair the information or the user's system.

Some legal systems do not permit the above-mentioned exclusions and restrictions of warranty (in part), so that it may be the case that the above-mentioned exclusion, or individual parts of this exclusion are not binding for the user.

In any case, the above-mentioned exclusion of warranty does not affect a warranty for a quality of the goober software for which goober Networks has assumed a guarantee or for maliciously concealed defects that significantly restrict the fitness for use of the goober software and goober WEB products.

9. Liability

9.1 To the extent not prohibited by law, goober Networks, its affiliated companies, its other staff members and directors are in no case liable for any kind of indirect damage or losses, personal injury, collateral, special, or consequential damage, or incidental damage, including in particular loss of data or programs, business interruptions, lost profit, computer errors, or other commercial damage or losses that occur due to defective operation, installation or handling of the goober software or the required devices (for example mobile terminals and computers) by the user.

goober Networks, its affiliated companies or its staff are liable for each culpable breach of material contractual obligations as well as if a guarantee of quality [Beschaffenhheitsgarantie] is assumed in accordance with the statutory provisions. In all other cases, goober Networks, its affiliated companies, its salaried employees, other staff members and directors are only liable if the damage or loss was caused through an act of gross negligence or intentionally. Liability for damage or losses resulting from a slightly negligent breach of "non-material contractual obligations" is in principle excluded.

goober Networks, its affiliated companies, its salaried employees, other staff members and directors are not liable for interruptions, delays or other malfunctions of the communication that occur in connection with the use of the goober software or goober services.

goober Networks, its affiliated companies, its salaried employees, other staff members and directors are in principle only liable for uses of the goober software and goober WEB products and goober services provided free of charge in the event of gross negligence or intentionally caused damage.

9.2 Strict liability in accordance with the Product Liability Act [Produkthaftungsgesetz] shall not affect the above-mentioned (under item no. 9.1) exclusions of / objections to the liability. The above-mentioned limitation on liability also does not apply to liability for injuries to life, limb or health caused through fault.

9.3 In any case, of goober Networks' liability if such should be provided notwithstanding the foregoing regulations, for any legal reason whatsoever, is restricted to foreseeable typical contractual damages.

For the telecommunication services offered by goober Networks, liability for financial losses of individual persons is limited to a maximum amount of 12,500 euros per occurrence of damage.

10. Representations / Indemnity of goober Networks

10.1 The user warrants and guarantees that he/she has sufficient legal capacity, has the prescribed minimum age and is sufficiently authorized to conclude this License Agreement and comply with its clauses.

10.2 Furthermore, the user warrants and guarantees that he/she will use the goober software as well as the goober services exclusively for purposes permitted by law and in compliance with any kind of laws that are applicable through the use of the goober software and goober services as well as this Usage and License Agreement.

10.3

10.3 The user agrees that he/she will assert no claims whatsoever against goober Networks, its affiliated companies, its salaried employees, other staff members and directors and will indemnify goober Networks and keep it free from losses in relation to any kind of claims for damages and liability claims as well as costs and expenses (including any lawyers' costs) that are caused by the user through

1. a breach of these License Agreements or
2. a breach of valid laws or regulations, or
3. the use or improper use of the goober software as well as goober services.

11. Transfer

goober Networks is entitled to transfer all rights and obligations arising from this License Agreement to other affiliated companies or third parties.

The user in this case receives the right, after a prior notification by goober Networks, at least 1 month beforehand, to terminate the License Agreement - even without giving notice - at the time of the legal validity of the transfer.

12. Data protection

12.1 The protection of the user's private sphere is of the greatest importance for goober Networks. goober attaches great value to the protection and security of the data and feels obliged to treat the user's personal data as well as communication data as extremely confidential.

goober Networks observes all relevant legal data protection specifications and will not pass on the user's personal data unauthorized to third parties, or give notice otherwise to third parties.

12.2 The user hereby agrees that his/her personal data may be collected, processed and used for the purpose of establishing and implementing the agreement and for invoicing purposes in connection with the use of the goober software and goober services - also electronically, insofar as this is necessary for the implementation of this agreement.

12.3 goober Networks stores the user's personal data only as long as this is in conformity with the legal specifications and in particular is required. If storage of the personal data is no longer required, all data will be deleted.

12.4 Insofar as legally permitted, goober Networks is entitled to use anonymized user information on the quality improvement and assurance for creating statistics and market research.

12.5 In the event of the termination of the contractual relationship, all of the user's stored data will be deleted, unless an obligation for continued storage arises based on mandatory legal regulations.

- 12.6 goober Networks is active internationally. In order to implement the agreement, goober Networks is entitled to transfer the user's personal data within the goober Networks Group.

12.7

12.7 If the goober software and goober WEB products and goober services used are telecommunication services, goober Networks and telecommunication companies cooperating with it are entitled to collect, process and use master and traffic data (for example start time, end time and call number of the connection) if this is required in particular cases:

- to discover and prohibit the obtaining of services by fraud or otherwise illegal or unlawful uses of the telecommunication services and accordingly the goober software and services
- to remedy and recognize malfunctions and errors.

12.8 goober Networks is entitled to store data and contents, even stored, transferred, received messages held ready for retrieval, and if necessary to pass on information about these to third parties, if this is prescribed by law, necessary and legally permitted, in order to

- fulfil statutory requirements, court and official orders and accordingly summons,
- safeguard the title, other rights, or the security of goober Networks, its registered users or the general public,
- react to the assertion of the infringement of a right or the enforcement of claims by third parties, or
- enforce this Usage and License Agreement.

The user hereby expressly consents to such storage and passing on of his/her data.

12.9 If the user has any questions on the subject of data protection, he/she may contact goober Networks by e-mail at any time at the following address:

privacy@gobernetworks.com.

12.10 The further details regarding the treatment of the user's data are regulated in the data protection provisions of goober Networks which are shown on the website of goober Networks at www.gober.com.

13. Force majeure

13.1 The user acknowledges and understands that goober Networks is not responsible to him/her for any breach of any contractual obligations if the use of the goober software and goober services cannot be carried out due to unforeseeable occurrences such as force majeure and other malfunctions not in the sphere of responsibility of goober Networks.

13.2 An act of force majeure occurs in the case of each act or occurrence that is beyond the control of goober Networks, such as e.g. in the case of a natural occurrence, in the case of a national or locale state of emergency, in the case of an interruption of the Internet connection, in the case of a power outage or in the case of a flood or other meteorological circumstances.

- 13.3 Unforeseen occurrences such as for example force majeure, loss of telecommunication connections, power outages, other malfunctions or also official measures release goober Networks, during their duration, from the obligation to perform the contractual service. This does not affect the claim for remuneration.

14. Export controls

The user agrees that he/she will not export or reexport this software and/or accompanying documentation either directly or indirectly into a country in which such an export is prohibited by statutory export restrictions (export laws, export provisions, government administrative operations).

15. Final provisions

15.1 This License Agreement and the legal relationship between the user and goober Networks is governed, subject to the exclusion of UN law on the international sale of goods, by the material laws of the Federal Republic of Germany, its courts competent for all legal disputes possibly arising, and must be interpreted in accordance with them.

15.2 This License Agreement contains the entire agreement and understanding between the user and goober Networks and replaces all previous agreements, notices, advertisement announcements or statements, whether in written or verbal form, in relation to the goober software and the goober services.

15.3 The user is not authorized to amend or assign these provisions / this License Agreement.

15.4 The user may only set off claims by goober Networks by way of counterclaims that are undisputed or recognized by declaratory judgement.

15.5 The user is only entitled to a right of retention on account of undisputed rights arising from this License Agreement and only in the amount of the prorated invoiced amount in each case.

15.6 Changes or amendments to this agreement only become legally valid if they exist in written form and are signed by goober Networks.

15.7 If the user has any questions on this License Agreement or must contact goober Networks for any other reasons, he/she should contact the goober Networks' German Service Centre at the following address:

Goober Europe Ltd.

Kaiserstraße 49

55116 Mainz

Germany

Fax +49 (0)6131 9712439

E-mail: support@goobernetworks.com