

General Agreement CloudFTP Service Offering

Januar 1st 2013

§1 Validity

These Terms of Service will be valid for all business relationships between the users (consumers and companies, hereinafter singularly "user" or collectively "users") and Glück & Kanja Consulting AG (hereafter, »GK«) for the provision of the CloudFTP services. Any deviating terms and conditions of the user will not be valid unless they have been expressly approved in writing or text form by GK. By no later than when the account is created with CloudFTP, the user must acknowledge the validity of these Terms of Service.

§2 GK's services

- (1) Through the CloudFTP service, GK is offering the possibility to transfer large documents and files between communication partners in a secure manner.
- (2) CloudFTP is a service which is made available via the Internet. The Internet access, which is needed in order to use CloudFTP, is not the object of GK's services.
- (3) GK reserves the right to expand and improve its services at any time. No claim exists to the offering of additional functionalities for the services described in Paragraph 1.

§3 Free-of-charge trial and conclusion of the contractual agreement

- (1) After you have successfully created an account, a usage relationship is considered to have been realised. The creation of the account is considered to have been successfully completed when the user confirms the creation of the account, e.g. by clicking on an activation link in an e-mail.
- (2) The user may test CloudFTP for 30 days upon a free-of-charge basis. If the user does not enter his payment data during this trial, the user's account will initially be set to a "read-only" mode. By no later than 14 days after the trial ends, the account will be deactivated and the usage relationship will be ended. By no later than 28 days after the trial ends, all data of the account will be deleted.
- (3) The contractual relationship will run for an unspecified length of time.

§4 Revocation

(1) Revocation: You can revoke your contractual declaration within 14 days without being required to state reasons for so doing in text form (e.g. letter, fax or e-mail). The timeframe will begin to run after the receipt of these instructions in text form, but not before the conclusion of the contractual agreement and also not before the fulfilment of our notification obligations specified in Article 246 § 2 in conjunction with § 1 Paras. 1 and 2 EGBGB [Introductory Act to the German Civil Code] as well as our obligations specified in § 312e Para. 1 Clause 1 BGB [German Civil Code] in conjunction with Article 246 § 3 EGBGB. In order to meet the revocation deadline, the timely sending of the revocation will suffice. The revocation must be sent to:

Glück & Kanja Consulting AG
Kaiserstrasse 39
63065 Offenbach am Main
Germany
E-Mail: info@glueckkanja.com

Ramifications of the Revocation If a valid revocation is made, the services/performances received by both parties must be returned/restored and, where applicable, any benefits obtained (e.g. interest) must be returned/restored. If you cannot return/restore the service that you have received in whole or in part or only in a deteriorated condition, you must then pay us compensation in this regard. This may result in your being required to nonetheless fulfil the contractual payment obligations for the timeframe until revocation was made. Obligations to make reimbursement of payments must be fulfilled within 30 days. The timeframe will begin to run for you when you send your declaration of revocation; for us, when we receive it.

Special Notes Your right of revocation will end early if the contractual agreement has been completely fulfilled by both parties because you had expressly requested this before you exercised your right of revocation.

- End of the Right of Revocation -

(2) A right of revocation is valid in accordance with § 312b BGB only for consumers. Insofar as the user is not a consumer in accordance with § 13 BGB and uses CloudFTP, no right of revocation will be valid. Provisions about the granting of a free-of-charge test phase will remain unaffected.

§5 Payment and Invoicing

(1) The payment to GK shall be undertaken by the User on a monthly basis and is calculated according to the prices currently in effect for CloudFTP Services, which can be accessed at <http://cloud-ftp.com>.

(2) The monthly payment shall fall due at the end of each month.

(3) All payments and prices are understood to be plus the statutory value-added tax currently in effect at the time.

(4) Invoices will be issued electronically. The user consents in the electronic issuance of invoices. If the user is a company he can withdraw his consent at any time by written notice.

§6 Termination/Cancellation

(1) The user can terminate the contractual agreement for the use of CloudFTP at any time in the administration area. The termination will become effective at the end of the current billing month. Insofar as the user cannot use this option, the termination may also be declared in writing or in text form to GK.

(2) GK has the right to terminate the contractual relationship with a user without being required to state reasons for so doing by providing three months' notice with the termination to become effective at the end of the respective billing month.

(4) If the user is late with his payment of the monthly amount by more than eight weeks, GK reserves the right to terminate the contractual relationship with the termination to become effective at the end of the current billing month. GK's claims, which have been created through the past usage of CloudFTP by the user, will remain unaffected.

(5) If CloudFTP is misused (see Clause 7 Para. 3) which results in substantial restrictions of GK for third parties, GK reserves the right to make extraordinary termination of the contractual relationship.

(6) Any extraordinary right of termination held by the user or GK will remain unaffected.

§7 User's obligations

(1) The user is obliged to truthfully provide information about his payment data (including the billing address) when the account is created or modified insofar as CloudFTP is supposed to be used beyond the free-of-charge trial.

(2) The user is obliged to protect his login credentials for his CloudFTP account so they are not disclosed to unauthorised third parties.

(3) The User shall use CloudFTP solely in compliance with applicable law and this license agreement. In particular, the User shall ensure that the information he disseminates or makes publicly accessible in the context of the Platform does not violate (i) the rights of third parties (e.g., right to privacy, rights to one's own image, copyrights, trademark rights and the like) and (ii) does not violate applicable law (e.g., child protection legislation) in any other way. If data or content entered, disseminated and made publicly accessible by the User involves personal data of third parties, the User shall be responsible for obtaining the consent of the affected individuals. The User shall not spy on or impede other Users or GK while using the services, nor use the services for anything other than their intended purposes or use them in any way that interferes with or overloads technical operations. In particular, the following is not permitted:

- Disseminating content or making content publicly accessible that contains programs or files that can damage the hardware or software of GK or other users (e.g., viruses, worms, Trojans and the like)
- Disseminating content or otherwise making content publicly accessible by email or by other means that is harassing, defamatory, threatening, obscene, hate-inciting, racist or is in any other way legally objectionable
- posing as another person in the services, e.g., as a representative of GK or in any other way as someone responsible for the service, or falsely laying claim to a relationship to such persons
- falsifying headers or otherwise manipulating identifiers in order to conceal the source of content that is transmitted in connection with the services
- Disseminating content or otherwise making content publicly accessible by email or by other means that the User has no right to transmit (e.g., based on a duty to maintain confidentiality, or the like)
- Disseminating content or otherwise making content publicly accessible by email or by other means that violates the rights of third parties, in particular, patents, trademarks, copyrights, including the rights of photographers, film-makers, composers and interpreters of musical works, etc., business secrets or other proprietary rights
- Disseminating by email or by other means commercial advertising, junk mail, unsolicited mass email ("spam"), chain letters or pyramid schemes or otherwise making these publicly accessible
- entering, making publicly accessible by email or by other means disseminating material containing viruses or other information, files or programs that are intended to or are apt to interfere with or disable the functionality of software or hardware
- Disrupting the service's technical operations or interrupting the normal flow of communications
- interfering with the services or with the server or network associated with the services, thereby impairing or interrupting their function or violating regulations, procedures or other rules for the use of networks that are associated with the services.

The User shall ensure the proper security of the content he has made public, stored, transmitted or received in connection with the services

(4) GK is entitled to promptly delete content created by the user which is illegal and/or abusive.

§8 Grant of Rights

(1) Solely for the purposes of this Agreement, in particular, for the purpose of providing the services offered in connection with the service in question, the User grants to GK the royalty-free, non-exclusive (simple) rights, unlimited in time and without geographic restriction, to that content that the User himself has placed with GK. In particular, in order to provide the services it is necessary for GK to store, host on servers, hold available for retrieval, create technical copies, present and possibly make publicly available the content published by the

User. GK's services also include allowing its users, in some cases, to make content accessible to other users or to make it publicly accessible.

(2) uploaded content, then he shall be responsible for the owner of the rights to the content (e.g., the author of a text, the photographer of the image, the creator of a video, the composer/interpreter of a musical composition) having given his consent to the use of the content the User has undertaken and to the transfer of the rights in accordance with the above arrangements and having granted him the respective rights.

§9 Indemnification

The User holds GK harmless from all claims, including claims for damages that other Users or other third parties, including public agencies, have asserted against GK on account of a violation of their rights by the content uploaded by the User into his account. Moreover, the User holds GK harmless from all claims, including claims for damages that other Users or other third parties, including public agencies, have asserted against GK on account of a violation of their rights due to infringing or false statements in the account of the User.. The User shall assume all reasonable costs, including the reasonable costs incurred for legal defence that accrue to GK as a result of the User's violation of the rights of third parties. All further rights as well as claims for damages on the part of GK shall remain unaffected. The User has the right to prove that GK actually incurred lower costs.

§10 API usage

(1) GK optionally offers its users supplemental access to CloudFTP via a so-called API (Application Programming Interface).

(2) If a third-party service provider should receive access to data from an account or user via the API, the user has to additionally enter access credentials within the respective service.

(3) GK is not responsible for services or the use of services of third-party service providers who receive access to the data from the account or the user via the API.

§11 Usage rights

(1) GK will grant each user a simple, non-exclusive right to use CloudFTP for the duration of the contractual agreement for his own purposes. This usage right is non-transferrable.

(2) CloudFTP is a web service which is rendered by accessing GK's server or servers. Software is not being supplied to the user.

(3) Insofar as new versions, updates, upgrades or other changes are made to CloudFTP during the contractual term of the contractual agreement, the aforementioned provisions will be valid.

§12 Availability of the services

The Platform will be available for use 24 hours a day and 365 days a year ("System Up-time"). GK guarantees an annual average software availability of 98 % (hereinafter "SLA"). If maintenance is required and the Platform will not be available because of this, GK will inform the Users of this in advance if possible. Platform and software outages due to maintenance will not be charged against the SLAs. GK will not be responsible for Internet and network- caused outages, in particular, it will not be responsible for outages during which the hardware and software cannot be accessed due to technical or other problems that are not under GK's control (e.g. force majeure, third party negligence, etc.).

§13 Liability limits

(1) If intentional wrongdoing or gross negligence has been committed, GK will be liable for all damages in

unliCloudFTPd fashion that have been caused by GK in conjunction with the rendering of the contractual services.

(2) If simple negligence has been committed, GK will be liable in unliCloudFTPd fashion if loss of life, physical injury or damage to health has occurred.

(3) For free-of-charge services, GK will have no liability beyond the liability specified in Paragraphs 1 and 2.

(4) Otherwise, GK will be liable in conjunction with the rendering of fee-based services only insofar as GK has violated an essential contractual obligation. Essential contractual violations refer abstractly to such obligations whose fulfilment only then makes the proper implementation of the contractual agreement possible at all and upon whose fulfilment the user may regularly rely. In these cases, liability will be liCloudFTPd to providing damage compensation for foreseeable, typically occurring damages.

(5) Insofar as GK's liability is excluded or liCloudFTPd in accordance with the aforementioned provisions, this will also be valid for the service provider's vicarious agents.

(6) Liability in accordance with the Produkthaftungsgesetz [German Product Liability Act] will remain unaffected.

§14 Data protection

(1) In principle, no personal data of the user will be passed on to third parties.

(2) GK will process only the personal data of users which are required for the provision of the services for CloudFTP.

(3) In order to process the payment transactions, personal data must be made available to third parties (payment service providers, banks and credit card companies). However, in this case, only those data will be made available which are absolutely required for the processing of the payment transactions.

(4) After the contractual relationship ends, the personal data will be deleted insofar as no legal retention obligations exist. In these cases, the data will be blocked. Data from accounts which have been used only within the trial phase will be deleted by no later than 28 days after the trial ends.

(5) Additional information about data protection and the purpose, type and scope of the collection, processing and use of personal data can be found in the Data Protection Declaration which can be reviewed by clicking on the privacy policy link.

§15 Changes to these Terms of Service

(1) GK reserves the right to make changes to these Terms of Service in order to, for example, make adjustments as the result of changes in legal directives or to introduce new services.

(2) The user will be notified by e-mail of changes that are made to the Terms of Service. The changes will become effective if the user does not object to the changes within six weeks after the user receives the notification. The user will be specially notified in the e-mail of the possibility of lodging an objection and the deadline for so doing.

(3) If the user objects to the changes in the Terms of Service, GK will have the right to terminate and end the contractual relationship with the termination to become effective at the end of the current billing month.

§16 Final provisions

(1) The law of the Federal Republic of Germany is valid while the validity of the United Nations Convention on Contracts for the International Sale of Goods will be excluded.

(2) If the user is an merchant, a juridical person under public law or a special foundation under public law, GK's commercial residence will be the exclusive legal venue for all disputes arising from the contractual relationship.

(3) If provisions of these General Business Terms and Conditions should be or become invalid, this will not affect the validity of the remaining provisions.