

Conditions for use of Gaygate.com– v1.0 (20100120)

Gay Group BV (hereinafter referred to as: the Provider) offers various Services, including – but not limited to – a profile page, sending messages and searching profiles. These Services are provided by means of a website at Gaygate.com. This website is hereinafter referred to as the "Website". In order to use the Services and Website, you must agree with these conditions for use. Please read them carefully, so that you know what your rights and obligations are. Should you have any questions about these conditions, you can contact the Provider via helpdesk@gaygate.com.

These conditions were last amended on 20 January 2010 (see also article 10).

ARTICLE 1. CONTENTS OF THE WEBSITE

- 1.1 The Provider offers access to the Services via the Website and on this Website it publishes texts, images and other materials supplied by the Provider and third parties.
- 1.2 Copying, distributing and any other use of these materials is subject to the written approval of the Provider, unless and insofar as dictated otherwise by mandatory law.
- 1.3 These materials are provided without any form of guarantee or claim of correctness. These materials can change at any time, without prior notification from the Provider. No rights can be derived from these materials. The Provider does not accept any liability whatsoever for the contents of these materials, except as provided for in article 8.
- 1.4 By using the service, you acknowledge that the information you are about to use can be offensive, improper, obscene or undesired.
- 1.5 Using auxiliary tools such as scripts, bots or plug-ins that can affect the proper operation of the Website or Services is not allowed. In particular, retrieving the entire website or substantial parts thereof within a short period of time manually or, partly or in full, by means of automated processes or software, is not permitted.
- 1.6 Collecting e-mail addresses, telephone numbers or other contact information of registered users of the Website or the Services is not permitted, regardless of the purpose thereof.
- 1.7 Any breach of articles 1.5 or 1.6 shall result in you being liable to pay a fine of EUR 500 per incident or contact detail, immediately due and payable and not subject to judicial mitigation and without prejudice to any compensation for damage suffered by the Provider or others due to the breach.

ARTICLE 2. REGISTERING FOR THE SERVICES

- 2.1 In order to use the Services, you must fully complete the registration process. The minimum age for registration is 18.
- 2.2 If the Provider accepts your registration, the Provider offers access to an account via a username and password. This password is strictly private and confidential. The Provider is not responsible for misuse of the password and may assume that anything undertaken through your account shall be at your responsibility and risk.
- 2.3 You are not allowed to make a false representation of the facts through your account. Although the use of pseudonyms is allowed, entering a username that claims or suggests to be a person other than the actual person is not allowed.
- 2.4 You must immediately inform the Provider of any changes in name, e-mail addresses, mobile telephone numbers and other information in your account, by means of an electronic message.
- 2.4 You pledge to abide by the conduct that the Provider may reasonably expect from a prudent participant. If you discover any discrepancies in the Website or software, you shall make an effort to bring these to the attention of the Provider.
- 2.3 After registration, your e-mail address is added to a newsletter mailing list. Unsubscribing from this newsletter is not possible without terminating this agreement (to this end, see article 9).
- 2.5 The Provider shall provide you with online support when using the Website, the Services and corresponding software. The Provider shall make an effort to answer questions adequately and within a reasonable term. However, the Provider cannot guarantee the correctness and/or completeness of the documentation and answers provided.

ARTICLE 3. PUBLICATIONS ON THE WEBSITE

- 3.1 The Provider offers you the opportunity to place messages for or send messages to others via the Services and to include information and images of yourself in a personal profile (hereinafter referred to as: Credentials). You are free to determine which Credentials you want to publish and when (subject to the provisions below). However, the Provider does not owe you any compensation for the Credentials you publish.
- 3.2 Including the following in Credentials is not permitted:
 - malicious content (such as pop-ups, viruses or spyware) or hyperlinks to this;
 - advertising material for commercial, charitable or public sites, products or services, unless the Provider has granted prior approval;
 - chain letters, begging letters, pyramid games and suchlike;
 - threatening, offensive, discriminating or vindictive information;
 - the impression that the Credential is linked to a person other than the actual person;
 - the impression that you are auxiliary staff or a representative of the Provider or that you speak on behalf of the Provider;
 - material that infringes the rights of third parties, which in any case includes the inclusion of images or hyperlinks without the permission of the copyright owner;
 - material that makes a disproportionate demand on the systems of the Provider.
- 3.3 Credentials of erotic contents are allowed when classed as such and/or when published in the designated part of the

Website or Service.

3.4 If the Provider has a reasonable suspicion and/or comes to the conclusion that a Credential is contrary to these conditions for use or the law, the Provider has the unilateral right to remove the material or to block access to it. The Provider is not obliged to consult you on this subject.

The Provider can in no case be held responsible for the damage arising from such actions.

3.5 You shall indemnify the Provider against claims of third parties based on the assertion that a Credential from you is against the law in whichever other way. You shall fully compensate the Provider with regard to all claims or legal action against the Provider taken by any other person on account of a Credential from you.

3.6 Any breach of any provision of this article 3 shall result in you being liable to pay a fine of EUR 500 per Credential, immediately due and payable and not subject to judicial mitigation and without prejudice to any compensation for damage suffered by the Provider or others due to the breach.

ARTICLE 4. LICENCE TO THE PROVIDER

4.1 By supplying a Credential you declare to be authorised to grant the licence requested below to the Provider, without additional obligations or restrictions for the Provider.

4.2 You hereby grant the Provider a non-exclusive licence to publish all materials supplied by you on the Website. This includes the right to edit and/or shorten the material.

4.3 The copyright to your Credentials remains vested in you. Although the Provider shall try and state your username with a Credential, if reasonably possible, the Provider is not obliged to do so. You hereby abandon any paternity right when publishing Credentials.

4.4 You hereby authorise the Provider to take legal action on your behalf against third parties that copy your Credentials in the format as published on the Website.

4.5 You shall continue to be entitled to publish your Credentials on other websites or in other media, but you are not allowed to use the name of the Provider or the Website.

ARTICLE 5. PAID COMPONENTS

5.1 The use of certain components of the Website and Services may be subject to a fee. This fee shall be clearly displayed at the starting screen or user interface of the Service concerned. By using these components, you agree to paying the fee.

5.2 The Provider offers various methods of payment on the Website in order to pay this fee.

5.3 The Provider reserves the right to change the amount of the fees at any time. All prices stated on the Website are subject to typing and programming errors. The Provider does not accept liability for the consequences of such errors.

5.4 In the event of failure to pay within the set term, you are obliged to pay all judicial and extrajudicial collection costs, including the fees of lawyers, bailiffs and debt-collection agencies, in addition to the amount owed and any interest due.

5.5 The claim for payment is immediately due and payable in the event that you are declared insolvent, apply for a moratorium or in the event that all of your assets are seized, or if you die or are placed under supervision.

5.6 In the above cases, the Provider is also entitled to terminate or suspend performance of the agreement or any as yet unperformed part thereof without a notice of default or legal intervention, without prejudice to the right of the Provider to claim compensation for any damage as a result thereof.

ARTICLE 6 – PROCESSING OF PERSONAL DETAILS

6.1 The Provider respects the privacy of all users of the Website and ensures that all personal details are processed with due care and attention and in accordance with the Personal Data Protection Act. To this end, the Provider has set up Privacy Regulations in which this is explained. These Privacy Regulations can be found at <http://gaygate.com/privacy/>. You declare to have read and understood the Privacy Regulations.

6.2 You can withdraw your approval for processing as indicated in the Privacy Regulations at any time. In that instance, the Provider shall remove your personal details from its database, with the exception of those personal details that are required to ensure sound management or to comply with a legal obligation of the Provider.

The Provider is not obliged to remove Credentials from the Website, unless you have a special and compelling reason to demand this.

ARTICLE 7. MAINTENANCE AND BREAKDOWNS

7.1 The Provider is entitled to temporarily decommission its Website, or parts thereof, for the purpose of maintenance, modifications or improvement of the Website, the corresponding software or other facilities. The Provider endeavours to minimise any nuisance caused by such temporary decommission and, if possible, to timely inform you of any planned maintenance through the same Website. However, the Provider shall never be liable to pay compensation for damage or loss in connection with such decommissioning.

7.2 The Provider is entitled to occasionally modify the Website, the Services and any software used as part thereof so as to improve functionality and to remedy errors. In the event that a modification leads to a considerable change in functionality, the Provider shall endeavour to notify you thereof via the Website. Since this Website and the Services are used by multiple participants, it shall not be possible to decide against a certain modification just for you. The Provider shall not be obliged to pay any compensation for the damage or loss caused by such modification.

7.3 In the event of force majeure, which in any case includes disruptions in telecommunications infrastructure, domestic uprising, mobilisation, war, traffic jams, strikes, lockouts, business interruptions, stagnations in supply, fire, floods, import

and export obstructions and in the event that the Provider, due to its own suppliers – regardless of the reason – is unable to deliver, as a result of which the Provider cannot reasonably be expected to fulfil this agreement, performance of the agreement shall be suspended or the Agreement shall be terminated, all this without the Provider being obliged to pay any compensation.

ARTICLE 8. LIABILITY

8.1 Neither the Provider nor its auxiliary staff shall be liable for any indirect damage and loss suffered by you or third parties, including consequential damage and loss, lost turnover and profit, loss of data (including Credentials) and immaterial damage. You are personally and fully responsible for creating a backup of your Credentials.

8.2 The liability of the Provider for your damage and loss, for whatever reason, shall be limited to EUR 100 (exclusive of VAT) per incident (with a series of connected incidents deemed a single incident).

8.3 You indemnify the Provider against all third-party claims, for whatever reason, with regard to compensation of damage, loss, costs or interest in relation to this agreement.

8.4 The previous paragraphs of this article shall not apply if and insofar as the loss in question is the result of intent or wilful recklessness on the part of the Provider.

ARTICLE 9. TERM, SUSPENSION AND TERMINATION

9.1 The parties enter into this agreement for an indefinite period of time. You can terminate the agreement at any time, without having to observe a notice period. The Provider can terminate the agreement with due observance of a notice period of one month. In the event the agreement is terminated within the framework of a violation of these conditions for use or the law, the Provider can terminate the agreement with immediate effect.

9.2. After termination, you are no longer allowed to use the Website and the Services. Your account shall be blocked. The Provider can remove your Credentials, but is not obliged to do so.

9.3 In the event of termination, the following obligations remain applicable for as long as the Provider can reasonably claim the continued existence thereof: the licence of article 4 and the regulations concerning liability in article 8.

9.4 The Provider is entitled to suspend its obligations towards you if you are suspected of acting contrary to the agreement, in whichever way, shape or form, without the Provider being obliged to pay any compensation.

ARTICLE 10. CHANGES TO THE AGREEMENT

10.1 The supplier is entitled to set additional conditions to the use of specific Services. These conditions shall be displayed on the Website, at the starting screen or user interface of the Service concerned.

In the event of a conflict between such additional conditions and these conditions for use, the latter shall prevail.

10.2 The Provider is entitled to change these conditions or to add new conditions to these. These changes or additions shall take effect fifteen days after having been published on the Website.

Changes of minor importance take effect immediately, at all times.

10.3 If you cannot accept a changed or added condition, you must terminate the agreement prior to the change or addition taking effect, or as soon as possible thereafter. In that instance, you are no longer allowed to use the Website. By using the Website after the change or addition having taken effect, you indicate to agree with the changed or additional condition(s).

10.4 Any conditions or exceptions proposed by you do not form a part of this agreement, unless agreed between you and the Provider in writing.

10.5 The Provider is entitled to transfer this agreement and all its rights and obligations arising from this to a third party taking over the Website.

ARTICLE 11. FINAL STIPULATIONS

11.1 This agreement is governed by Dutch law.

11.2 Insofar as not dictated otherwise by mandatory law, any disputes as a result of this agreement shall be submitted to the competent Dutch court in Amsterdam.

11.3 If any of the provisions in these conditions appear to be void, it does not invalidate the entire agreement. In that case, the parties shall determine (a) new provision(s) which reflect(s) the intention and purport of the original agreement and general conditions as closely as legally possible.

11.4 In these conditions, the terms 'in writing' and 'written' are also taken to mean e-mail, provided the identity and integrity of the e-mail have been sufficiently established.

11.5 In the event of electronic communications with the Provider, the version of the message received or stored by the Provider shall be deemed the original version, unless you can demonstrate that this version is not authentic.

11.6 The Provider is at all times entitled to appoint auxiliary staff to check compliance with these conditions for use and to possibly intervene in the event of apparent violations. The provisions of these conditions for use in respect of the Provider also apply to auxiliary staff, unless the purport of the provision dictates otherwise.