

General Service Conditions (GSC) for registration into the Sharelook-directory

Please read through these conditions carefully before registering your site.

The provider of the Sharelook-directory is

Sharelook Internet Services GmbH
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registration@sharelook.co.uk

hereinafter referred to as Sharelook

The Sharelook-directory is generated „by hand“ by having it updated and maintained by a committed and competent editorial team. The directory is therefore, a hand-selected high-quality offer that is subjected to constant update.

Sharelook offers its customers entry into their website in this directory through the non-gratuitous „Sharelook-Express-Service“ on one hand and through the free-of-charge standard registration on the other hand.

Sharelook-Express-Service offers the advantage of verifying your website within five working days and if necessary, entering it into the Sharelook-directory without delay immediately thereafter. The registration fee is charged in accordance with the price list for the immediate verification (Express-Service) of the submitted website and is charged irrespective of a subsequent listing in the Sharelook-directory. The listing in the directory itself is free-of-charge.

In case of free-of-charge standard registration, the verification of the website is done within eight weeks.

Our editors verify all the websites in our catalog on a routine basis in order to ascertain that they still meet our publication pre-requisites. Every website that does not meet or no longer meets the pre-requisites will be removed from the catalog by Sharelook.

If the customer is a consumer, there shall be no option of revocation pursuant to the rules of remote sales since the Express registration constitutes a demand by the customer for immediate performance on the part of Sharelook (§ 312d subsection 3 of the Civil Code).

1. Area of applicability

Sharelook renders all services within the scope of the Sharelook-Express-Service and Standard-registration exclusively on the basis of the GSC. Such General Terms and Conditions of transactions of the customer as may wholly or partially deviate from these service conditions shall not be accepted by us unless we have approved of it exclusively in

writing. These service conditions shall also apply exclusively even if we render our services without objection in full knowledge of the contradicting GTC of the customer.

2. Conclusion of contract

The agreement is concluded on the basis of the Sharelook-Express-Service-application or the Standard-Registration application of the customer on one hand and the confirmation email of Sharelook on the other hand.

3. Service obligations

3.1 Sharelook shall enter the website of the customer into the Sharelook-directory if the publication prerequisites are met (compare item 5.).

3.2 Sharelook shall verify the website through an editor prior to registration in the Sharelook-directory for the fulfilment of the publication pre-requisites.

3.3 If the prerequisites are not met, the customer will be informed by email that his/her website will not be listed.

3.4 In case of listing in the directory, Sharelook shall reserve the following rights:

- the determination of the title, assessment and categorization of your entry,
- the control of the content and the wording of all site assessment; as well as
- deleting the listed website from the directory once again, shifting it into another category or sub-category and/or changing or deleting catchwords, comments or remarks at all times without the statement of reasons.
- Sharelook is the sole owner of all rights, title and interests of the assessment and categorization of your website. (intellectual property)

3.5 Sharelook reserves the sole right of decision on the pages to be registered in the directory. The registration of your website in the directory shall not be guaranteed.

3.6 Sharelook shall have the right to remove the entire website from the directory at all times, if Sharelook deems the prerequisites for publication no longer met.

3.7 The customer shall assure that the data communicated by it to Sharelook are correct and complete.

3.8 The customer undertakes to clearly mark all contents that are published in his/her own internet pages as his/her own (imprint). As a matter of precaution, Sharelook wishes to draw attention to the fact that the customer has a further legally standardized obligation to marking as soon and as long as the contents of the pages of the customer fall under the responsibility specified in the sense of the Tele-Service Act (TDG) or the Media Services State Agreement (MDStV). The content of the imprint depends partially on the profession and the corporate form of the provider. The customer shall inform itself about the specifications applicable to it. The customer shall not violate legal provisions, moral conventions and the rights of third parties (trademark, rights to name, copyright and data-protection laws etc.) through his/her internet-presence, fade-in banners, designation of his/her email address. The customer particularly undertakes not to offer pornographic contents and such services as are aimed at generating profit and/or as have pornographic and/or erotic contents (e.g. nude photos,

peepshows, etc.) or mandate the offer of same. This refers to all illegal offers of hacker tools or such offers as are in breach of the law or have the impact of same. The customer shall not enter his/her internet-presence into search engines if the application of key words in the entry violates legal prohibitions, moral conventions and/or the right of third parties.

3.9 The customer shall exempt Sharelook, its employees and assistants from claims of damages by third parties as well as all expenditures as are in breach of item 37 as a result of a breach on the part of the customer and/or his/her assistants.

3.10 In case of an impending or in the course of a legal dispute between the customer and a third party in respect of the web-presence of the customer, Sharelook shall have the right to block same in the directory in whole or in part, to third party accession.

3.11 Without limiting these General Service Conditions, Sharelook expressly declares that there shall be no gauranty on the number of users visiting the customer's website, as well as in respect of possible turnovers through the usage of the service.

4. Expenses

4.1 Standard-registration is free-of-charge.

4.2 The customer shall pay the registration amount in accordance with the respectively applicable price list for every website sent in by him/her. The payment obligation shall be independent of the actual listing of the website in the directory. The fee shall be paid even if the website is not listed following the non-fulfilment of the publication pre-requisites. Should the customer re-register after prior rejection of his/her website, the registration fee shall be due for payment once again.

4.3 The customer shall provide a valid credit card number within the scope of the registration process and ensure that the credit card in question is debited to the tune of the current fees as soon as the payment order has been completed. Alternatively, the customer shall pay the fees at his/her discretion either through a check sent in advance to Sharelook or thorough remittance in advance.

4.4 The customer shall also be liable to payment if he/she submits such a page for registration as is already available in the Sharelook-directory or he/she applies for the alteration of content.

4.5 All fees are payable in Euro.

5. Publication pre-requisites

5.1 Minimum pre-requisites

- the page must be in German language;
- the page must contain original contents in the assessment of Sharelook and shall make no such contents accessible directly or through link as limit or violate the rights of a third party;
- the page shall in the assessment of Sharelook, offer none of the following contents or make them accessible through links: pornography that is not protected by a recognized

youth protection system; Materials for the spread or support of illegal activities as well as racist, defamatory or other abusive materials or other illegal contents

- the website shall possess sufficient excess value;
- the website shall be accessible round the clock seven days a week;
- the website shall not contain partially finished contents and broken links and
- the website shall not be a reflected page (mirror site) or divert to another website.

5.2 Additional prerequisites

In individual cases, Sharelook shall decide at its own discretion if the website fits into the directory of Sharelook in the face of the overall impression.

6. Liability

6.1 Should Sharelook itself, its assistants and/or legal representative be responsible for wanton negligence, Sharelook shall assume exclusive liability. This shall not apply when major contractual obligations (cardinal obligations) are breached. In this case, Sharelook shall be liable for a maximum of the amount of the foreseeable damages at the time of the conclusion of contract.

6.2 In case of simple negligence, Sharelook's liability and/or liability on the part of its assistants and legal representatives in case of damages to property in respect of indirect damages particularly follow-up damages of defects, unforeseeable damages or non-typical damages as well as loss of potential profit shall be ruled out.

6.3 Liability shall be unlimited in case of culpable damage to the life, body and health of a user.

6.4 Items 6.1 to 6.4 cover all contractual and legal entitlements resulting from this agreement or the usage of the Express-Service.

7. Usage of your data

7.1 Pursuant to § 33 of the BDSG, Sharelook hereby draws attention to the fact that person-related data shall be saved within the scope of contract implementation.

7.2 Sharelook hereby expressly draws the attention of the customer to the fact that data-protection for the transmission of data in the open network like the internet cannot be extensively guaranteed in the current state of the art. The customer is aware that the provider shall be able to inspect for technical reasons and at all times, the page-offer saved on the web-server and under certain circumstances, also other such data of the customer as are saved therein. Also other subscribers of the internet are under certain circumstances, in a position to intervene in network safety without authorization and thus control the traffic of messages. The customer shall bear full responsibility for the safety of the data transmitted by him/her into the internet and saved on the web-servers.

7.3. Explicit reference is made to the data-protection declaration.

8. General stipulations

8.1 Every information that is required or permitted under the conditions of this agreement or the law will be passed over in writing or by email. The customer shall ensure that emails from Sharelook can reach him/her and are not blocked for instance, by spam filter. Furthermore, he/she is obligated to check his/her deposited email address at regular intervals of a maximum of 7 days. If an email information is addressed to Sharelook, it shall be sent to **registration@sharelook.co.uk**, other written information shall be addressed to **Sharelook Internet Services GmbH, Glockengiesserwall 17, DE-20095 Hamburg, Germany**. If you are the receiver of such information, it will be addressed to the email or postal address specified by you on the registration page of the "Sharelook Express-Service" or the Standard-Registration.

8.2 Exclusive legal venue for all disputes resulting from this agreement shall be the domicile of the Rechtsanwalt Anselm Withöft, RA-Kanzlei Withöft, Bilker Str. 23, D-40213 Düsseldorf, if the customer is a businessman, juristic person of public law, special asset of public law or has no domestic legal venue. Moreover, Sharelook shall have the right to file legal action against the customer at a permissible legal venue of its choice. Only the laws of the Federal Republic of Germany excluding the stipulations on the uniformed UN-purchase law on the purchase of movable articles (CISG) shall apply to such agreements as are concluded by Sharelook on the basis of these General Service Conditions and to claims resulting thereof irrespective of type.

8.3 Every amendment, complementation or the partial or complete annulment of the agreement shall require the written form also the amendment or annulment of the written form requirement.

8.4 The titles in this agreement shall serve only the purpose of clarity and have no impact on the content and the interpretation of the document.

8.5 Should one party waive the implementation of the agreement or the strict fulfilment of the agreement or an integral part thereof, by the other party, this shall not be deemed as a waiver of the rights of implementing such regulations or agreement on the part of this party.

8.6 Should regulations of these General Service Conditions and/or agreement be or become invalid, this shall not impact the validity of the remaining stipulations. On the contrary, a provision corresponding with the objectives or at least, identical substitute provision which the parties would have agreed for the attainment of the same economic result if they had known the invalidity of the provision shall apply in place of every invalid provision. The same shall apply to the incomplete provisions.

Sharelook December 2003