

Terms & Conditions of

5 POINT AG for the use of teamspace

1. Scope of the treaty

The following Terms and Conditions are valid for all works, services and performances rendered by 5 POINT AG (following: offeror) which were provided to users (Following: customers) for free or for payment and which belong to the teamspace software (following: teamspace). Contrary Terms & Conditions are invalid, except the offer or has declared a written acceptance.

2. Type of business

The offeror offers teamspace and all herein related services only under the validity of these terms and conditions. teamspace supports the exchange of ideas and the work in groups regardless of subject, time or location of those concerned.

To conduct this type of work, teamspace offers the possibility to establish and work with teams, which are individually created by the users. In detail teamspace offers the following possibilities:

- time & task management
- file archive
- calendars
- contacts and address management
- problem solving support
- discussion forum
- innovation forum and brainstorming
- Chat
- E-mail

3. Right to use / prices

The use of teamspace on the Internet and the creation of teams hereunder are principally permitted to every internet user. The offeror differentiates between free of charge and paid use. The use of teamspace for evaluation purposes is free of charge for the following basic conditions:

- Use period: maximum 30 days
- Number of users: unlimited
- Size of archive: maximum 20 MB

The use of teamspace with licensed teams is possible with the following conditions:

I. teamspace standard

- Use period: from 1 month
- Size of archive: from 1 GB
- Service and support
- Webhosting with unlimited traffic
- Secure working due to SSL technology
- Daily backup

II. teamspace light

- Use period: from 1 month
- Without disk space

- Service and support
- Webhosting with unlimited traffic
- Secure working due to SSL technology
- Daily backup

According to the size and needed scope of the team, the number of users will be selected additionally and individually.

Trough the purchase of add-ons, the capacity of the teams can be increased at any time by further members and further GB disk capacity. For teams in return for payment, the teamspace services are available directly after the team has been founded/licensed. The billing period starts with the day, on which the services are made available. If the capacity of a team falls under the initial or actual needed capacity of members and/or storage capacity, a refund of these fees is not possible.

The team founder, who has to fill out the application form before using teamspace, is the contract partner and responsible for the whole team, all of its acts and the observance of these terms and conditions. With sending off of the registration, the contract comes into force, if the offeror does not reject these immediately and the team founders clarify that the team recognizes these trading conditions.

If a team is not cancelled properly in a written way until 1 month before the license expires, the license automatically prolongs itself for another 3 month period with the same capacity. As with whole teams, added capacities can be cancelled within the same terms. After reaching the deadline for the team canceling, the user gets a new invoice for the upcoming period. The offeror reserves the right to delete the still stored data four weeks after the license was cancelled. Prior to the deletion, the provider will be endeavored to announce the cancellation via e-mail. Change of fees remains reserved.

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4. Manner of use

Use and spread of any material offending German law, especially criminal law and/or sending mails or any other material offending the law of the respective recipient country is prohibited. Consequence of any offence to this rule is the immediate exclusion of the whole team and loss of all data without any prior announcement.

The offeror reserves the right to exclude teams and erase all its data without announcement; when teams send chain letters and mass- or advertisement-mails. Claim for dam-ages by the offeror remains reserved.

Every team binds itself to comply with the offeror's copyright and to take care that it will not be violated by the team's use. Every team is obliged not to copy, to assign or to spread in any other way software or any other copyright-protected material made available by the offeror.

The applicant commits itself to exempt the offeror from all demands for payment of damages which are raised from third due to damage by a team in connection with the use of teamspace against the offeror.

The offeror reserves the right to place/show any kind of own and third parties advertisements anywhere in the services offered under teamspace including e-mails, SMS or any other electronic mail or information sent by team members.

5. Availability / warranty / liability

The offeror runs teamspace with the care and reliability required. He endeavors permanent availability of teamspace. Nevertheless the user recognizes that because of technical reasons, e.g. disturbance of the telecommunications nets, an absolute permanent availability is not possible. Temporary disturbances and impossibilities of access do give users neither a right to claim for warranty nor to exceptional termination because of important matters. In addition to that the offeror reserves temporary unavailability of teamspace particularly in the following cases:

- installation of software-upgrades and removal of technical interferences
- Reorganization/qualification of the teamspace use possibilities as listed in clause 2. of these terms and conditions
- Reorganization/qualification of the use authorization criteria listed in clause 3. of these terms and conditions

In case of permanent access restriction, the right to reduce the fees or to terminate the contract because of extraordinary matters is only valid if the restriction endangers important rights and duties according to the spirit of §9 of the German act on Terms & Conditions.

The offeror is liable only for damages, which were caused by gross negligence or by intention. Especially, the offeror is not liable in case of data loss, abuse or any other disturbance caused by sources out of teamspace, e.g. the Internet, telecommunications nets or other sources which are not in the offeror influence scope.

In case of gross negligent damaging of single users or whole teams, compensation for direct and/or indirect consequential damage including lost profits is excluded.

6. Revocation / termination

Every applicant of a team has the right to revoke his application within a fortnight after sending off the application; the period is protected by punctual sending off of the revocation. Independent from the date of application, the right to revoke expires after the applicant has paid the fees and the offeror has made the services of teamspace available. Due and proper notice of termination is excluded.

7. References

Each user agrees to be named and listed as referee for teamspace by 5 POINT. Any further information, especially details about the user's use of teamspace will not be publicized or given to third parties by 5 POINT without the expressed prior written consent of each user.

8. Place of fulfilment / applicable law / jurisdiction

Place of fulfilment is Darmstadt, Germany.

Only German law is applicable to every conflict directly or indirectly regarding the use of teamspace. Local jurisdiction is Darmstadt.

Updated: March 2010