

TERMS AND CONDITIONS OF SALE OF XOOLoo PARENTAL CONTROL SOFTWARE

1. FIELD OF APPLICATION

The present terms and conditions of sale apply to all sales of Xooloo parental control Software in France and abroad.

The Client declares to have been made aware of the present terms and conditions of sale and undertakes to respect them. The Client accepts that these terms and conditions of sale constitute the sole agreement existing between the Parties and is a valid contract binding them.

The installation and subsequent use of Xooloo parental control Software imply unequivocal acceptance of these terms and conditions of sale. The use of Xooloo parental control Software is strictly limited to personal and non-commercial purposes. The Xooloo parental control software is sold to end user Clients only.

2. DEFINITIONS

For the execution of the present terms and conditions of sale, the expressions listed below will have the following meanings:

Client: the individual, physical person, who decides to install and use the Software.

Client Account: an account made available to the Client containing Software-related information. Company: Xooloo SAS, editor of the Xooloo parental control Software, having its head office, 20 rue Danielle Casanova in Paris (75002), France. The Company grants a licence of use of the Software to the Client.

Contract: the present document

E-mail Address: the Client's electronic address to be used for correspondence between the Company and the Client.

IP address: the Internet Protocol address is a number that enables the Internet user connection to be identified.

Licence number: a Company-generated number for the Client after payment of the user licence price. It is used to gain access to the Software.

Parents Password: a series of characters created by the Client when the Software is installed in order to lock, unlock and set up the software.

Parties: the parties to the Contract.

Site: an Internet site represented by one or more URL (s).

Software: Xooloo parental control Software.

URL (Uniform Resource Locator): an address identifying the precise location of an Internet resource and indicating the protocol to be used.

3. DESCRIPTION OF XOOLoo PARENTAL CONTROL SOFTWARE

The Software allows a protected surfing on the Internet. This is achieved by ensuring that each page viewed through the Software and identified by its URL is either explicitly authorized or explicitly prohibited, or detected as needing to be prohibited, according to the protection mode selected.

The Software provides two filtering modes:

- a) « Child » mode: the protection provided permits access only to sites previously validated by the Xooloo web analysts team. Children thus have access to thousands sites whose updates are checked frequently.
- b) « Teenager » mode: children have access to the entire Internet except for a list of prohibited sites and those detected as needing to be prohibited based on semantic analysis. This mode cannot cover all sites that may need to be prohibited.

Given the flexible nature and rapid expansion of the Internet, the Company is unable to guarantee the Software will be totally effective.

An interface enables the Client to modify its selected filtering mode or choose other options offered by the Software menu. The changes will be effective a few minutes after they have been made. Access to the Software interface is gained using the Parents Password.

The Software is made available to the Client with default parameters corresponding to the « Teenager » filtering mode.

Once the Software is installed, free Internet access is possible using the Parents Password created by the Client when the Software is installed.

The Software works with PC and Macintosh computers.

Minimum operating requirements are as follows:

- RAM : 512 Mb.
- Operating System: Windows XP/Vista/Seven (32 or 64-bit)
- Operating System: Mac OS 10.4 + (32 or 64-bit)
- Plug ins: Java Virtual machine (1.5 minimum)

4. SOFTWARE USER LICENCE

Under the terms of the contract, the Client acquires the personal, non-exclusive, non-assignable and non-transferable right to use the Software. The purpose of the Licence of use is exclusively to authorize the Client to use the Software. The licence of use is granted and remains valid throughout the period covered by the subscription in exchange for payment of an annual fee.

In no circumstances, the Client is permitted to sell, lease or engage in any other form of commercial undertaking the Software in respect of which the subscription fee is paid.

In the frame of the Software user licence granted by Xooloo, the Client undertakes not to infringe Xooloo property rights either directly or indirectly.

The Software is copyright protected. Its use is regulated by the licence agreement, which must be accepted before the Software can be downloaded and must be respected, particularly with regard to the associated intellectual property rights. The Software is downloadable only by the end user and in accordance with the licence agreement. All reproduction of the Software in breach of the licence agreement will be expressly prohibited by law. Any persons failing to respect the applicable legal provisions will be guilty of forgery and render themselves liable to criminal prosecution in accordance with the law.

The Client undertakes to guarantee the Company against fraudulent use of the Software and is expressly reminded that the Company will remain the owner, in particular with respect to intellectual property rights, of all present and future elements made available to the Client under the present Contract. It is agreed between the Parties that the service provided by the Company under the present Contract will imply no transfer of rights of any kind.

Failure on the part of the Client to meet any of her/his obligations will immediately entitle the Company to terminate the contract automatically, without notice, and without prejudice to its right to claim compensation for losses or damages.

The Software user licence allows to install the Software in a maximum of one (1) computer within the same household. If the Software is to be used via another Internet connection, for example in the event of a house move, the Client is asked to kindly inform the Xooloo customer service about the change. This service can be contacted at the following address: support.software@xooloo.net

If the same licence is used by two different Internet connections, the Licence number will be invalidated.

5. DURATION AND CANCELLATION

The Software user licence remains valid for a period of twelve (12) months effective from the date of its payment and acceptance of the terms and conditions of sale. The Client will be informed one (1) month prior to the Contract expiry date and will be able to renew her/his right to use the software providing the payment of the Software user licence fee.

No refunds will be repayable for cancellations less than twelve (12) months after payment of the Software user licence fee.

In the event of a breach of contract of any kind, the contract will be cancelled and the user licence invalidated, after which the Client will no longer be entitled to use the Software.

At the end of the contract period of validity or in the event of a breach of contract, the Client must cease all use of the Software and will no longer be entitled to do so. In such circumstances, the Client undertakes to destroy her/his copy of the Software.

6. PRICE

The price of the Software user licence for a period of twelve (12) months is STG£ 29.99 a year (VAT included), or USD\$ 49 a year (VAT included) or CAD\$ 49 a year, depending where the Client is geographically located.

Payment of the Software user licence fee is made either on line using a credit card or Paypal.

The Licence number needed to use the Software will be sent to the Client by e-mail as soon as the card payment has been confirmed or the cheque received. It is important that information supplied by the Client when she/he registers, particularly her/his e-mail address, is correct so that the Licence number can be sent to her/him and the Company can notify her/him of anything that occurs concerning the use of the Software.

If the credit card payment is rejected, the user licence will be invalidated.

7. SUPPLY OF THE PARENTAL CONTROL SOFTWARE

As soon as the credit card payment is accepted, a Licence number will be sent to the Client by e-mail.

The Licence number as well as a valid e-mail address and the Parents Password will be asked to the Client before the installation of the Software.

The Parents Password will also be used to gain a direct access to the Internet (without protection).

8. LIMITATION OF LIABILITY

8.1. Given the current limits and the state of the art of information technology and telematics, the Client acknowledges to know, the Company's obligation will be one of an undertaking to employ its best effort.

8.2. The Parties expressly agree that the Company will be liable only in the event of a proven fault.

8.3. It is expressly agreed between the Parties that no action or claim, of any kind, may be taken or made by the Client against the Company more than three (3) months after the occurrence of the event that gives rise to it.

8.4. The Client undertakes to provide sincere and truthful personal information.

8.5. The Client is responsible for the Sites to which he/she authorizes or prohibits the access and for selecting the options to be activated via the Software interface.

8.6. The Client is responsible for the data held on her/his own computers (cache...) and accessed through them.

8.7. The Client undertakes to use the Software solely for the purpose for which it is intended.

8.8. The Client is responsible for the use of the Parents Password permitting among others a direct access to the Internet (without protection). The Client alone is liable for the consequences of any direct or indirect damages to the Company or a third party that may be caused as a result of the use of the Parents Password by a third party in

order to access the Client account, use of her/his e-mail address, or communication of any other information to which access may thereby be obtained.

8.9. The Client acknowledges and formally accepts that the Company will not be held responsible for any indirect and/or non-material damages the Client or other users may suffer. Indirect damages will be understood to be any that do not result directly and exclusively from the partial or total failure of the Software.

8.10. The Company accepts no liability for the improper use of the Software by the Client.

8.11. The Company accepts no liability for Sites to which the Client authorizes access.

8.12. The Company will be entitled to modify the Software characteristics at any time subject to informing the Client by any available means.

8.13. The Company accepts no responsibility:

- For difficulties accessing the Software or momentary inability to do so due to circumstances beyond its control or telecommunications network disturbances or interferences;

- If a child manages to gain access to inappropriate or illegal content;

- For anomalous Software functioning attributable to the Client;

8.14. In circumstances when Company liability may be established, the Client expressly acknowledges and agrees that all disputes or claims will initially be submitted to a process of mediation between the Client and the Company and other legal action will be taken only if that process fails, in respect of the present terms and conditions of sale.

In any event, the amount of damages and interest the Company may be ordered to pay will be limited to the sums paid by a Client during the six (6) months prior to the incident giving rise to the claim.

8.15. The Client is required to make provision for her/his own data protection, particularly with regard to loss.

8.16. The Client alone is responsible for her/his use of the Software and will not hold the Company liable with respect to any claim and/or legal action that may be taken against the Client.

9. TRANSFER

The Client will in no circumstances be permitted to transfer the present Contract in whole or in part, either in exchange for a fee or free of charge.

10. HELP-LINE– CLIENT INFORMATION

Software operating problems shall be notified to the following e-mail address: support.software@xooloo.net. Help-line facilities are available Monday to Friday from 10.00 to 12.00 and 14.00 to 17.00.

11. FORCE MAJEURE

11.1. Neither of the Parties will be held liable to the other for the non-execution, late execution or interruption in the execution of any obligation under the present terms and conditions in cases of force majeure or other unavoidable circumstances customarily recognized by law as fortuitous or beyond their control.

11.2. The Parties also expressly agree to accept as circumstances of force majeure, absolving them from any liability, the following events affecting the functioning of the Software: natural disasters, adverse weather conditions, violent attacks, acts or omissions on the part of a public authority, including changes to regulations that may apply to the execution of the present Contract, civil unrest, rebellions, insurrections, riots, wars, declared or not, all-out or partial strikes, acts of sabotage, theft, and vandalism, explosions, fires, lightning, floods and other natural catastrophes, telecommunications operator failures, disturbances or interruptions to telecommunication services provided by telecommunications operators, constraints or decisions by France Telecom, third-party acts.

11.3. If a case of force majeure persists for a period of forty-five (45) consecutive days, the present Contract may be cancelled automatically as of right by either of the Parties, eight (8) days after giving notice of the decision by registered letter with receipt.

12. NOTICE– CLAIMS

All notices and claims between the Parties shall be sent by e-mail to the following address: support.software@xooloo.net or by registered letter with receipt to the Company's head office, according to circumstances and depending upon the type of notice or claim to be submitted.

13. PERSONAL INFORMATION

Personal information communicated to the Company by the Client are processed in accordance with current legislation.

In conformance with the French law "Informatique et Libertés», the processing of Client personal information shall be notified to the CNIL (independent administrative authority protecting privacy and personal data).

These personal information are essential for the Company in order to ensure Client an effective use of the Software. The information will in no circumstances be divulged to a third party.

The Client will be entitled to access and change data concerning herself/himself at any time, in accordance with current European and national legislation (Article 34 of the 6 January 1978 Act). The Client may also request access at any time to information held concerning herself/himself, or change it by writing to the following address support.software@xooloo.net.

14. CONFIDENTIALITY

The Client is bound to preserve complete confidentiality with regard to all information to which access is granted when using the Software. The Client undertakes never to use information the Company may supply for any

purposes other than those associated with the use of the Software. The Company and the Client are mutually prohibited from revealing information relating to either of the Parties that is not already in the public domain. The Client is also prohibited from competing with the Company by making use of information it supplies for the purpose of the Software use.

15. CONTRACT HEADINGS

The article headings in the present Contract are used only to facilitate comprehension and for ease of reading, and shall have no effect on its interpretation. In the event of difficulties of interpretation between any of the headings and the text of the associated clauses, the headings will be deemed not to exist.

16. MISCELLANEOUS PROVISIONS

16.1. In the event that one or more of the present Contract provisions shall become invalid, illegal, inapplicable or unenforceable, the provision/s will be replaced by valid, legal, applicable and enforceable alternatives whose intention will be as close to the original as possible.

16.2. Should one or more of the present Contract provisions be held to be invalid, or declared as such in application of a law, regulation or final judgment of a competent court, the remaining provisions shall retain their full force and scope.

17. DOMICILIATION – IDENTIFICATION

The signatory Parties to the present Contract elect domicile at the addresses communicated at the time of the payment of the user licence price for the Client or any new address the Client may later notify to the Company and at the address mentioned on the present document for the Company.

18. AMENDMENTS TO TERMS AND CONDITIONS OF SALES

The Company reserves the right to amend the present terms and conditions of sale at any time. In such an event, the amended terms and conditions of sale will apply to all orders placed after the effective date of the amendment and will then replace those of the current document.

19. APPLICABLE LAW

The present Contract is governed by the laws of France and the applicable language is French. If the Client has received a translation of the terms and conditions of sales in another language, it will have been provided for its personnel convenience and will not be able to be taken into account as a basis of interpretation of the terms and conditions of sale. If the Client resides outside the European Union, the articles of the present terms and conditions of sale will apply as per any other Client.

In the event of dispute concerning the validity or applicability of the present Contract, before taking legal action the Parties agree to submit themselves to conciliation in an attempt to reach an amicable settlement. Neither of the Parties will be entitled to refer to a jurisdictional authority before seeking such conciliation. Any action taken by either of the Parties contrary to the provisions of the present clause will be inadmissible, save for legitimate cases requiring summary procedure or action taken concerning payment for services.

In the event of dispute concerning the validity or applicability of the present Contract, and failing amicable settlement, the competent court will be the one of Paris (France). The Parties expressly agree that the present terms and conditions of sales will apply in cases of summary procedure, as in all other court actions.