

User Agreement

Last changes: March 1th, 2011

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

9. INTRODUCTION.

a. Purpose.

semYOU represent a Cloud-System / Framework with different functionality and applications. The applications are offered over an app-store. These applications refer to different target groups and combine the interaction of the local desktop pc and the internet.

b. Scope and Intent.

You agree that by registering on semYOU, or by using the our website, including our applications, developer platform, premium services, or other information provided as part of the semYOU services (collectively "semYOU" or the "Services"), you are entering into a legally binding agreement with semYOU LLC, 13101 Washington Blvd., Los Angeles CA 90066, USA if you reside in the United States, and with semYOU GmbH, Churerstrasse 135, CH-8808 Pfäffikon, if you reside anywhere else in the world ("we," "us," "our," and "semYOU") based on the terms of this semYOU User Agreement and the semYOU Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement") and become a semYOU user ("User").

If you are using semYOU on behalf of a company or other legal entity, such entity may have a separate agreement with us, but you are nevertheless individually bound by this Agreement. If you do not want to become a User, do not conclude the Agreement, do NOT click "Join semYOU" and do not access, view, download or otherwise use any semYOU webpage, information or services. By becoming a User you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. Please note that the semYOU User Agreement and Privacy Policy are also collectively referred to as semYOU's "Terms of Service."

10. YOUR OBLIGATIONS.

a. Applicable laws and this Agreement

You must comply with all applicable laws, the Agreement, as may be amended from time to time with or without advance notice, and the policies and processes explained in the following sections:

- A. DOs and DON'Ts;
- B. Complaints Regarding Content Posted on the semYOU Website; and
- C. semYOU's Privacy Policy.

b. License and warranty for your submissions to semYOU.

You own the information you provide semYOU under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users. Additionally, you grant semYOU a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to semYOU including but not limited to any user generated content, ideas, concepts, techniques or data to the services, you submit to semYOU, without any further consent, notice and/or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss as noted in Sections 2 and 3 of this Agreement.

By providing information to us, you represent and warrant that you are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights. It is your responsibility to keep your semYOU profile information accurate and updated.

c. Service Eligibility.

To be eligible to use the Service, you must meet the following criteria and represent and warrant that you: (1) are 16 years of age or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having a semYOU account, (3) are not a competitor of semYOU or are not using the Services for reasons that are in competition with semYOU; (4) will only maintain one semYOU account at any given time; (5) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (6) will not violate any rights of semYOU, including intellectual property rights such as copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

d. Sign-In Credentials.

You agree to: (1) Keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your semYOU account to another party; and (5) refrain from charging anyone for access to any portion of semYOU, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own. To close your account, please visit semYOU's customer service site.

e. Indemnification.

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to the Services, and (3) any activity in which you engage on or through semYOU.

f. Notify us of acts contrary to the Agreement.

If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

g. Notifications and Service Messages.

For purposes of service messages and notices about the Services to you, notice shall consist of an email from semYOU to an email address associated with your account, even if we have other contact information. You also agree that semYOU may communicate with you through your semYOU account or through other means including email, mobile number, telephone, or delivery services including the US Postal Service about your semYOU account or services associated with semYOU. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

h. Mobile Services.

SEMYOU IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY SEMYOU APPLICATION (SERVICE).

i. Privacy.

You should carefully read our full Privacy Policy before deciding to become a User as it governs our treatment of any information, including personally identifiable information you submit to us. Please note that certain information, statements, data and content (such as photographs) which you may submit to semYOU, or are likely to, reveal your gender, ethnic origin, nationality, age, religion and/or sexual orientation, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

j. Export Control.

Your use of semYOU services, including our software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

11. YOUR RIGHTS.

On the condition that you comply with all your obligations under this Agreement, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable right to access, through a generally available web browser or mobile device or semYOU applications (or over Microsoft Silverlight) (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of semYOU), view information and use the Services (semYOU riAPPs) that we provide on semYOU webpages and in accordance with this Agreement. Any other use of semYOU contrary to our mission and purpose (such as seeking to connect to someone you do not know or trust, or to use information gathered from semYOU commercially unless expressly authorized by semYOU) is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in semYOU and all related items.

12. OUR RIGHTS AND OBLIGATIONS.

a. Services Availability.

For as long as semYOU continues to offer the Services, semYOU shall provide and seek to update, improve and expand the Services. As a result, we allow you to access semYOU as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue semYOU, partially or entirely, or change and modify prices for all or part of the Services in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. semYOU further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by semYOU to be contrary to this Agreement. For avoidance of doubt, semYOU has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

b. Third Parties.

semYOU may include links to third party web sites (“Third Party Sites”) on www.semyou.com, and elsewhere. semYOU also enables Platform Developers to create applications (“Platform Applications”) that provide features and functionality using data and developer tools made available by semYOU.

You are responsible for evaluating whether you want to access or use a Third Party Site or Platform Application. You should review any applicable terms and/or privacy policy of a Third Party Site or Platform Application before using it or sharing any information with it, because you may give the operator permission to use your information in ways we would not.

semYOU is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites. semYOU also does not screen, audit, or endorse Platform Applications. Accordingly, if you decide to access Third Party Sites or use Platform Applications, you do so at your own risk and agree that your use of any Platform Application is on an “as-is” basis without any warranty as to the Platform Developer’s actions, and that this Agreement does not apply to your use of any Third Party Site or Developer Application.

Please note: If you allow an Platform Application or Third Party Site to authenticate to or connect with your semYOU account, that application or website can access information on semYOU related to you and your connections.

For additional information regarding Platform Developers and Platform Applications, please refer to semYOU’s Privacy Policy.

c. Disclosure of User Information.

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including but not limited to civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of semYOU, our Users or the public.

d. Connections and Interactions with other Users.

You are solely responsible for your interactions with other Users. semYOU may limit the number of connections you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. semYOU reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if semYOU determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

13. DISCLAIMER.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

DO NOT RELY ON SEMYOU, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR SEMYOU AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY SEMYOU OR ANYTHING RELATED TO SEMYOU, YOU MAY CLOSE YOUR SEMYOU ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7 ("TERMINATION") AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

SEMYOU IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS INMAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH SEMYOU TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL TO US, SERVICE, OR TECHNOLOGY.

SEMYOU DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, SEMYOU DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

SEMYOU DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. SEMYOU DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, SEMYOU DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SEMYOU SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

14. LIMITATION OF LIABILITY.

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Neither semYOU nor any of our subsidiaries, affiliated companies, employees, shareholders, or directors ("semYOU Affiliates") shall be liable for (a) any damages in excess of five times the most recent monthly fee that you paid for a Premium Service, if any, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Service, any platform applications or any of the content or other materials on, accessed through or downloaded from semYOU. This limitation of liability shall:

- a. Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and

- b. Not apply to any damage that semYOU may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.
- c. Not apply if you have entered into a separate agreement to purchase Premium Services with a separate Limitation of Liability provision that supersedes this section in relation to those Premium Services.

15. TERMINATION.

a. Mutual rights of termination.

You may terminate this Agreement, for any or no reason, at any time, with notice to semYOU. This notice will be effective upon semYOU processing your notice. semYOU may terminate the Agreement for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only semYOU or the party paying for the services may terminate your access to any Premium Services. Termination of your semYOU account includes disabling your access to semYOU and may also bar you from any future use of semYOU.

b. Misuse of the Services.

semYOU may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse of the Services includes inviting other Users with whom you do not know to connect; abusing the semYOU messaging services; creating multiple or false profiles; using the Services commercially without semYOU's authorization, infringing any intellectual property rights, or any other behavior that semYOU, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, semYOU has adopted a policy of terminating accounts of Users who, in semYOU's sole discretion, are deemed to be repeat infringers under the United States Copyright Act.

c. Effect of Termination.

Upon the termination of your semYOU account, you lose access to the Services. In addition, semYOU may block access to the Services from an IP address or range of IP addresses associated with those of terminated Users. The terms of this Agreement shall survive any termination, except Sections 3 ("Your Rights") and 4.a-b, and d ("Our Rights and Obligations") hereof.

16. CALIFORNIA LAW AND ARBITRATION.

a. Choice of Law.

Except for any Disputes relating to intellectual property rights, obligations or any infringement claims, any disputes with semYOU arising out of or relating to the Agreement ("Disputes") shall be governed by California law regardless of your country of origin or where you access semYOU, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods.

b. Agreement to Arbitrate and Pay Attorneys' Fees.

Any Disputes shall be resolved by final and binding arbitration under the rules and auspices of the American Arbitration Association, to be held in San Francisco, California, in English, with a written decision stating and legal reasoning issued by the arbitrator(s) at either party's request, and with arbitration costs and reasonable documented attorneys' costs of both parties to be borne by the party that ultimately loses.

c. Exception from Arbitration Agreement

Either party may obtain injunctive relief (preliminary or permanent) and orders to compel arbitration or enforce arbitral awards in any court of competent jurisdiction.

d. Refundable Fee Advances for Consumers

If you are involved in a Dispute as a consumer without any commercial interests related to the Dispute, we will agree to conduct arbitration proceedings in a major City in your State if travel to California would constitute an undue burden for you, and we will advance any arbitration fees that exceed what you would have had to pay for court proceedings (if you substantiate and represent to us in a written statement what court proceedings would have cost) provided that you shall refund such amounts if we ultimately prevail in the arbitration.

17. GENERAL TERMS.

a. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

b. Language.

Where semYOU has provided you with a translation of the English language version of this Agreement, the Privacy Policy, and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, the Privacy Policy, and any other documentation, including additional terms of service for Premium Services, will govern your relationship with semYOU.

c. Notices and Service of Process.

In addition to Section 2. ("Notices and Service Messages"), we may notify you via postings on www.semyou.com. You may contact us via email at:

legal@semyou.com

Or via mail or courier at:

semYOU LLC

13101 Washington Blvd.,

Los Angeles CA 90066

USA

Additionally, semYOU accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

d. Entire Agreement.

You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other semYOU services, third-party content or third party software.

e. Amendments to this Agreement.

We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.semyou.com or notifying you otherwise. If you do not want to agree to changes to the Agreement, you can terminate the Agreement at any time per Section 7 (Termination).

f. No informal waivers, agreements or representations.

Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any semYOU Affiliate shall be deemed legally binding on any semYOU Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of semYOU.

g. No Injunctive Relief.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

h. Beneficiaries.

Entities other than semYOU LLC and semYOU GmbH, that semYOU owns a 50% or greater interest in ("Affiliate") are not parties, but intended third party beneficiaries of this Agreement, with a right to enforce the Agreement directly against you.

i. Assignment and Delegation.

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, semYOU LLC for any third party that assumes our rights and obligations under this Agreement.

10. semYOU USER "DOS" and "DON'TS."

As a condition to access semYOU, you agree to this User Agreement and to strictly observe the following DOs and DON'Ts:

A. Do undertake the following:

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information to us and update it as necessary;
3. Review and comply with our Privacy Policy;
4. Review and comply with notices sent by semYOU concerning the Services; and
5. Use the Services in a professional manner.

B. Don't undertake the following:

1. Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to semYOU;
2. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on semYOU (excluding content posted by you) except as permitted in this Agreement or as expressly authorized by semYOU;
3. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;

4. Include information in your profile or elsewhere, except in designated fields, that reveals your identity or sensitive personal information such as an email address, phone number or address or is confidential in nature;
5. Create a user profile for anyone other than a natural person;
6. Utilize information, content or any data you view on and/or obtain from semYOU to provide any service that is competitive, in semYOU's sole discretion, with semYOU;
7. Imply or state, directly or indirectly, that you are affiliated with or endorsed by semYOU unless you have entered into a written agreement with semYOU (this includes, but is not limited to representing yourself as an accredited semYOU trainer if you have not been certified by semYOU as such);
8. Adapt, modify or create derivative works based on semYOU or technology underlying the Services, or other Users' content, in whole or part, except as permitted under semYOU's developer program;
9. Rent, lease, loan, trade, sell/re-sell access to semYOU or any information therein, or the equivalent, in whole or part;
10. Deep-link to the Site for any purpose, (i.e. including a link to a semYOU web page other than semYOU's home page) unless expressly authorized in writing by semYOU or for the purpose of promoting your profile or a Group on semYOU as set forth in the Brand Guidelines;
11. Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site;
12. Use bots or other automated methods to add or download contacts, send or redirect messages or other permitted activities other than through semYOU -sanctioned tools such as its application programming interfaces or its own services or integrations with other, partner services;
13. Access, via automated or manual means or processes, semYOU for purposes of monitoring its availability, performance or functionality or for any competitive purpose;
14. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of semYOU's website;
15. Attempt to or actually access semYOU by any means other than through the interfaces provided by semYOU;
16. Attempt to or actually override any security component included in or underlying semYOU;
17. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications to other Users or semYOU personnel, attempts to gain unauthorized access, or transmission or activation of computer viruses;
18. Remove any copyright, trademark or other proprietary rights notices contained in or on semYOU, including those of both semYOU and any of its licensors;
19. Remove, cover or otherwise obscure any form of advertisement included on semYOU;
20. Harass, abuse or harm another person, including sending unwelcomed communications to others using semYOU;
21. Collect, use or transfer any information, including but not limited to, personally identifiable information obtained from semYOU except as expressly permitted in this Agreement or as the owner of such information may expressly permit;
22. Share information of non-Users without their express consent;
23. Interfere with or disrupt semYOU, including but not limited to any servers or networks connected to semYOU;
24. Invite people you do not know to join your network;
25. Upload a cartoon, symbol, drawing or any content other than a head-shot photograph of yourself in your profile photo;
26. Use or attempt to use another's account without authorization from the Company, or create a false identity on semYOU;

27. Infringe or use semYOU's brand, logos and/or trademarks, including, without limitation, using the word "semYOU" in any business name, email, or URL or including semYOU's trademarks and logos except as provided in the Brand Guidelines or as expressly permitted by semYOU;
28. Upload, post, email, InMail, transmit or otherwise make available or initiate any content that:
 - a. Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
 - b. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
 - c. Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by semYOU);
 - d. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - e. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
 - f. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (a) using semYOU invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (b) using semYOU to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases;
 - g. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of semYOU or any User of semYOU;
 - h. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; and/or
29. Participate, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople to the purposes of creating a pyramid scheme or other similar practices.

11. PROVISIONS APPLICABLE TO USERS REGISTERING FROM FRANCE.

The following provisions apply if your country of registration is France, you are using semYOU from France, and you are using the French version of semYOU:

- a. In accordance with Article L. 121-20 of the French Consumer Code, you are hereby informed that you have a seven (7) day period from the opening of your account to exercise your right of retraction, without any penalty or cause. However, in accordance with Article L. 121-20-2, 1° of the French Consumer Code, this right of retraction cannot be exercised once you have used the services of the account in question.
- b. You agree that you will not participate directly or indirectly in a network seeking to implement practices similar to “snowball” sales or services as set forth in Articles L 122-6 and L 122-7 of the French Consumer Code.

12. PROVISIONS APPLICABLE TO USERS REGISTERING FROM GERMANY.

The following provisions apply and prevail over the above stated clauses if your country of registration is Germany, you are using semYOU from Germany and you are using the German version of semYOU:

a. Liability.

Subject to the provisions contained in the following paragraph and irrespective of legal ground, semYOU is liable only for damages resulting from the intentional misconduct or gross negligence of semYOU, its legal representatives, employees or authorized agents (“Agents”).

For damages resulting from the gross negligence of semYOU or its Agents, liability is limited to damages commonly associated with the agreement in question. For damages caused by semYOU or its Agents in the absence of intentional misconduct or gross negligence, semYOU’s liability is limited to the extent that violations extend to obligations the satisfaction of which is of critical importance to the achievement of the respective agreement’s purpose (cardinal obligation). In the event that a cardinal obligation is violated by way of light negligence, liability is limited to damages commonly associated with the agreement in question. The above limitation of liability does not affect liability as prescribed by the German Product Liability Act or for damages from (1) injuries to life, body and health, or (2) the assumption of a guarantee or procurement risk. To the extent that semYOU’s liability is excluded or limited under the foregoing provisions, such provisions also operate to the benefit of semYOU Agents in cases in which a User sues semYOU Agents directly.

b. Decompilation.

In case you download certain software provided by semYOU, you are only entitled to decompile the Software under the rules provided in Sec. 69e Copyright Act (“Urhebergesetz”) and only after semYOU has not provided the necessary information and data for allowing to establish interoperability with third party hard- or software after a written request within an adequate timeframe.

c. Right of Revocation.

If the User is a consumer (Sec. 13 German Civil Code), he or she may revoke registration for the Free or Premium Membership in writing (for example by letter, fax or eMail) without stating a reason within two (2) weeks of registration. Furthermore, the User may cancel registration for the Premium Membership in writing (e.g. by post, fax or eMail) within two (2) weeks without stating a reason, after changing from Free Membership to Premium Membership. The two-week periods begin with the reception of this information in text form. For exercising this right it is sufficient to send the revocation of the contract to the following address:

semYOU LLC.
13101 Washington Blvd.,
Los Angeles CA 90066

In the event of a valid cancellation, both parties shall be obliged to restore any benefits already received in accordance with legal provisions, and issue any gains (e.g. interest). If the User is unable or partially unable to restore the benefits, or only able to restore them in poor condition, to semYOU, then the User is obligated to reimburse semYOU for the corresponding value. Each party must fulfill its obligation for reimbursement within 30 days. The deadline begins for the User with the dispatch of the revocation; for semYOU, it begins with the reception of the revocation sent by the User. The right to revoke the contract expires if semYOU has begun providing the service with the User's explicit consent before the end of the deadline for the revocation or if the User has initiated the service himself or herself.

13. PROVISIONS APPLICABLE TO USERS REGISTERING FROM THE UNITED KINGDOM.

The following provisions apply and in the event of a conflict prevail over the above stated clauses if you are using the Services as a consumer resident in the United Kingdom:

a. Disclaimer

DO NOT RELY ON SEMYOU, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR SEMYOU AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

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SEMYOU DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. SEMYOU DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, SEMYOU DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SEMYOU SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

b. Liability

SEMYOU does not exclude or limit in any way its liability for fraud or fraudulent misrepresentation or death or personal injury caused by its negligence.

c. Decompilation.

In case you download certain software provided by semYOU, you are only entitled to decompile the Software to the extent permitted by law where this is indispensable to obtain the information necessary to achieve the interoperability of an independently created program with the Software or with another program and such information is not readily available from semYOU or elsewhere.

d. Right to Cancel.

You hereby acknowledge that we shall immediately commence the provision of the Services upon creation of your User account or your payment for the Premium Services has been processed. In such circumstances, and because you consent to the commencement of the Services at this time, the right to cancel the contract under the Distance Selling Regulations 2000 is not applicable. However, you may terminate this Agreement at any time in accordance with clause 7.

14. PROVISIONS APPLICABLE TO USERS REGISTERING FROM ITALY.

The following provisions apply and prevail over the above terms and conditions if your country of registration is Italy, you are using semYOU from Italy and you are using the Italian version of semYOU:

a. Liability.

Pursuant to Article 1229 of the Italian Civil Code, the limitations of liabilities under Section 6 will not be valid and effective for damages resulting from the intentional misconduct or gross negligence of semYOU, its legal representatives, employees or authorized agents.

b. Right of Withdrawal.

Should the User be a consumer, according to Article 64 of the Italian Consumer Code, he will be entitled to a period of ten business days to withdraw from the contracts with semYOU without any penalty or cause.

The period for exercising the right of withdrawal shall commence from the day of the opening of your account and - with regard to the contracts regarding further Premium Services provided by semYOU - from the day of the conclusion of the relevant contract.

The right of withdrawal may be exercised within such delay by written notice (also by certified e-mail) at the address here below. Notification may also be sent, by the same delay, by telegram, telex, e-mail or facsimile machine, provided that confirmation is also given by recorded delivery (with notification of receipt, also by certified e-mail) by no later than 48 hours thereafter.

semYOU LLC.

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As a consequence of the withdrawal, the parties will be released from their respective obligations arising out of the Contract. If, in the meantime, any obligations have been performed in full or in part, the withdrawal shall not affect the further obligations provided for by Article 67 of the Italian Consumer Code.

The right of withdrawal shall not apply to the provision of services if provision thereof has already begun, with the consumer's agreement before the end of the period referred to in Article 64 of the Italian Consumer Code.