

## 1. Definitions.

**"Alleyweb.co.uk" and all its sub-domains (hereinafter- "Alleyweb")** - the interactive on-line service on the World Wide Web of the Internet, consisting of information services and content provided by Alleyweb, affiliates of Alleyweb and other third parties.

**"Subscriber"** - any person establishing or accessing a connection ("Account") for access to and use of Alleyweb's Interactive services.

## 2. General.

(A) This Agreement, which incorporates by reference other provisions applicable to the use of Alleyweb, including, but not limited to, supplemental terms and conditions set forth in paragraph 14 hereof ("Supplemental Terms") governing the use of certain specific material contained in Alleyweb's interactive services, sets forth the terms and conditions that apply to use of Alleyweb by the Subscriber. By using Alleyweb (other than to read this Agreement for the first time), the Subscriber agrees to comply with all of the terms and conditions hereof. The right to use Alleyweb is personal to the Subscriber and is not transferable to any other person or entity. The Subscriber is responsible for all use of the Subscriber's Account (under any screen name or password) and for ensuring that all use of the Subscriber's Account complies fully with the provisions of this Agreement. The Subscriber shall be responsible for protecting the confidentiality of the Subscriber's password(s), if any.

(B) Alleyweb shall have the right at any time to change or discontinue any aspect or feature of Alleyweb, including, but not limited to, content, hours of availability, and equipment needed for access or use.

## 3. Changed Terms.

Alleyweb shall have the right at any time to change or modify the terms and conditions applicable to the Subscriber's use of Alleyweb's interactive services, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use.

## 4. Equipment.

The Subscriber shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of Alleyweb and all charges related thereto.

## 5. Subscriber Conduct.

(A) The Subscriber shall use Alleyweb for lawful purposes only. The Subscriber shall not post or transmit through any Alleyweb service, any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law, or which, without Alleyweb's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by the Subscriber that in Alleyweb's discretion restricts or inhibits any other Subscriber from using or enjoying any Alleyweb Interactive service will not be permitted. The Subscriber shall not use any Alleyweb Interactive Service to advertise or perform any commercial solicitation,

including, but not limited to, the solicitation of users to become subscribers of other on-line interactive service competitive with Alleyweb.

(B) Alleyweb sub-domains contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, scripts, vrm models and sound, and the entire content of Alleyweb is copyrighted as a collective work under the copyright laws. Alleyweb owns copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. The Subscriber may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. The Subscriber may download copyrighted material for the Subscriber's personal use only. Except as otherwise expressly permitted under the copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Alleyweb and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. The Subscriber acknowledges that he/she does not acquire any ownership rights by downloading copyrighted material.

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(D) The foregoing provisions of Section 5 are for the benefit of Alleyweb, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## 6. Disclaimer of Warranty; Limitation of Liability.

(A) THE SUBSCRIBER EXPRESSLY AGREES THAT USE OF ALLEYWEB INTERACTIVE SERVICES IS AT THE SUBSCRIBER'S SOLE RISK. NEITHER ALLEYWEB, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT ALLEYWEB INTERACTIVE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF ALLEYWEB'S INTERACTIVE SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH ALLEYWEB.

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(C) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. THE SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT ALLEYWEB IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH THE SUBSCRIBER.

(D) IN NO EVENT WILL ALLEYWEB, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ALLEYWEB'S INTERACTIVE SERVICE OR ANY ALLEYWEB SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE ALLEYWEB'S INTERACTIVE SERVICES. THE SUBSCRIBER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON ALLEYWEB'S INTERACTIVE SERVICE.

(E) IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, ALLEYWEB, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN ALLEYWEB'S INTERACTIVE SERVICE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE SUBSCRIBER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES. NEITHER, ALLEYWEB, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIS INFORMATION. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION.

## 7. Monitoring.

Alleyweb shall have the right, but not the obligation, to monitor the content of all Alleyweb sub-domains, including chat rooms and forums, to determine compliance with this Agreement

and any operating rules established by Alleyweb and to satisfy any law, regulation or authorized government request. Alleyweb shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on any Alleyweb Interactive service. Without limiting the foregoing, Alleyweb shall have the right to remove any material that Alleyweb, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

#### 8. Indemnification.

The Subscriber agrees to defend, indemnify and hold harmless Alleyweb, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Alleyweb's Interactive services by the Subscriber or the Subscriber's Account.

#### 9. Termination.

Either Alleyweb or the Subscriber may terminate this Agreement at any time. Without limiting the foregoing, Alleyweb shall have the right to immediately terminate the Subscriber's Account in the event of any conduct by the Subscriber which Alleyweb, in its sole discretion, considers to be unacceptable, or in the event of any breach by the Subscriber of this Agreement. The provisions of Sections 5(B), 5(C), 5(D), 6, 8, 10 and this Section 9 shall survive termination of this Agreement.

#### 10. Trademarks.

Alleyweb, Jereli, Ziekerdanziek, Ziek's 3D Guide and VRML.TK logos are trademarks of Alleyweb. All rights reserved. All other trademarks appearing on Alleyweb's Interactive services are the property of their respective owners.

#### 11. Third Party Content.

Alleyweb is a distributor (and not a publisher) of content, software and links supplied by third parties and Subscribers. Accordingly, Alleyweb has no more editorial control over such content than does a public library or bookstore. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, Subscribers or any other user of Alleyweb, are those of the respective author(s) or distributor(s) and not of Alleyweb. Neither Alleyweb nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 6 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.)

In most instances, the content available through Alleyweb's interactive services has been gained from the website of the developer, information provider, Subscriber, or other user not under contract with Alleyweb. Alleyweb neither endorses nor is responsible for the accuracy or reliability of any content on Alleyweb by anyone other than authorized Alleyweb employee or spokespersons while acting in their official capacities. Under no circumstances will Alleyweb be liable for any loss or damage caused by the Subscriber's reliance on information obtained through Alleyweb's interactive service. It is the responsibility of the Subscriber to evaluate the accuracy, completeness or usefulness of any information, opinion, advice, software or other content available through Alleyweb. Please seek the advice of professionals,

as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

## 12. Miscellaneous.

This Agreement and any operating rules for Alleyweb interactive services established by Alleyweb constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

## 13. Copyrights and Copyright Agent.

Alleyweb respects the rights of all copyright holders and in this regard, Alleyweb has adopted and implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Alleyweb's Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

Copyright Agent.

E-mail: [copyright\\_agent@support.alleyweb.co.uk](mailto:copyright_agent@support.alleyweb.co.uk)

## 14. Supplemental Terms

[www.cybertown.com](http://www.cybertown.com)

Legal notice: <http://www.cybertown.com/notices/legalnotice.html>

[www.icity.co.il](http://www.icity.co.il)

Legal notice: <http://icity.co.il/csbin/community/register.cgi>

www.blaxxun.com

Legal notice: <http://www.blaxxuntechnologies.com/en/company-legal-notice.html>

www.bitmanagement.de

Legal notice: <http://bitmanagement.de/company/copyright.en.html>