



Licensee Agreement

ICQ ver 98a:

This software ("Software") is being licensed to you by Mirabilis Ltd ("Mirabilis") in A TIME LIMITED FREE BETA VERSION ONLY and is provided on an "AS IS" basis, for your private personal use only. You agree not to reverse engineer, decompile, disassemble, alter, duplicate, make copies of, distribute or provide others with the software.

By accepting the terms of this license agreement you agree that Mirabilis is permitted to limit, deny or cancel some or all of the functionality of this beta version at any time, without prior notice.

As part of this software beta version Mirabilis is granting a limited access to the ICQ network, servers, directories, listings, information and databases ("ICQ Services and Information"). The ICQ Service and Information may also be accessible by other software applications and may be published on the Mirabilis or ICQ websites. Mirabilis makes no warranty or guarantee as to the availability or reliability of the ICQ Services and Information to you or any other user. This access granted to you or any other user, can be terminated, limited or denied at any time, temporarily or permanently, with no advance notice. The ICQ network, servers, directories and databases functionality may be changed, reduced or limited at any time. Mirabilis may elect to grant different grade of service, different levels of access or no access at all and different priorities to different users or to different functions, at any time without prior notice at its sole discretion. Mirabilis may elect in its sole discretion to condition the continuation of access to server, on you accepting software improvements, corrections, adaptations, or changes to the ICQ program, or to the ICQ numbers (UIN). Mirabilis may at any time cancel, change, hold, de-list, introduce different publishing options to different users or refrain from publishing ICQ numbers (UIN) or any other details of the users listed on the ICQ Various Directories and Listings.

You agree to the effects that limitation, reduction of functionality of the ICQ Software, system, network or the ICQ servers, the ICQ Various directories, listings and databases, or changing of level of access or stopping access to the servers or terminating the service, or introducing different grade of service or listings policies to you or to any other user, may have on your ability to use the ICQ Software or the ICQ Services and Information, in whole or in part, for communicating with third parties, or their ability to communicate with you.

By using the ICQ Software or the ICQ Services and Information, you agree to and acknowledge the following: 1) The details you elected to post on the various ICQ Directories, during the registration procedure or thereafter are available and freely accessible by the public; 2) Mirabilis may choose to provide third parties with the content which is available to the public on the ICQ directories and listings or any part thereof, for advertising purposes or any other use; 3) Mirabilis may gather statistics and other information concerning the use of, and originated from the ICQ Software, ICQ Servers, the ICQ network, the Mirabilis and ICQ websites as well as registration parameters provided by you, your software and configuration, provided that if published will be done only in aggregate form without user names; 4) Information provided or related to by you may serve for the purpose of target advertising, co-registration to other services by Mirabilis or other parties, provided that if names are part of this information you had been given the advanced opportunity to request that your name will be omitted; 5) Due to the nature and functionality of the ICQ system, Software and network, other users may retrieve information regarding your dynamic IP address, your selection of various parameters and status, or any information submitted by you in the registration procedure or while using the ICQ Software and Network; 6) Not to use or rely on the ICQ software Mirabilis and ICQ websites, the ICQ Services and Information or any other program, information or service whatsoever related thereto for "mission critical" or "content sensitive" applications and use. "Mission critical" applications and use shall mean applications and use that may result in damage if failed; "content sensitive" shall mean any information or data you do not wish to be freely accessible and generally available to Internet users.

Unless produced by Mirabilis, the information you access by using the ICQ software or the ICQ Various Directories and Listings, or the website, or information sent to you by other users, is provided by the users, and entered or posted by them, and is not reviewed, controlled, examined or endorsed by Mirabilis. By using the ICQ Software, system, network or the ICQ various directories and listings you agree to 1) Determine whether the Information complies with your needs; 2) Determine whether you have adequate legal rights to store, reproduce or otherwise make use of Information in the manner contemplated by you; 3) Comply with any legal obligations, including but not limited to, obligations imposed by copyright, secrecy, defamation, decency, privacy and export laws;

Mirabilis is not responsible for any information, including without limitation, online and offline messages, users' personal data, user posted website material, users' whitepages postings submitted on or through the ICQ network or residing on Mirabilis' servers. Mirabilis may erase, remove, delete, delay, jam or alter such information without prior notice, for functional or any other reason.

Mirabilis does not want to receive any confidential, secret or proprietary information and material from you through Mirabilis' website, mail and e-mail addresses, the ICQ network or in any other way. ANY INFORMATION OR MATERIAL SUBMITTED OR SENT TO MIRABILIS WILL BE DEEMED NOT TO BE CONFIDENTIAL OR SECRET. By submitting or sending documentation, information or other material to Mirabilis you (1) warrant that you have no rights of any kind to the materials or the content thereof; that to the best of your knowledge no other party has any rights to the materials or their content; (2) grant Mirabilis an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials, and you further agree that Mirabilis is free to use any ideas, know-how, concepts or techniques you send us for any purpose.

ICQ VARIOUS DIRECTORIES, LISTINGS AND DATABASES INFORMATION IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS.

MIRABILIS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ICQ SOFTWARE, THE ICQ PROGRAM, THE ICQ NETWORK, SERVERS' SOFTWARE, SERVICE OR ANY INFORMATION OF THE ICQ VARIOUS DIRECTORIES, LISTINGS AND DATABASES OR ANY KIND OF INFORMATION DELIVERED OR SENT BY USERS THROUGH THE ICQ SOFTWARE, SERVERS' SOFTWARE, THE WEBSITE, THE ICQ NETWORK OR THE ICQ VARIOUS DIRECTORIES AND LISTINGS. MIRABILIS DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE ICQ SOFTWARE, THE ICQ NETWORK, THE SERVICE AND THE ACCESS TO THE SERVERS, OR THE INFORMATION PROVIDED BY THE ICQ VARIOUS DIRECTORIES, LISTINGS AND DATABASES IN TERMS OF THE ACCURACY, RELIABILITY, QUALITY, VALIDITY, STABILITY, COMPLETENESS, CURRENTNESS, OR OTHERWISE OF THEIR CONTENTS OR PRODUCTS. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE, THE SERVICE, THE ICQ NETWORK, THE ICQ PROGRAM, AND ACCESS TO THE SERVERS, OR THE ICQ VARIOUS DIRECTORIES AND LISTINGS DATA, IS ASSUMED BY USER. Mirabilis do not warrant or guarantee that the functions or services performed by Mirabilis will be uninterrupted or error-free or that defects in the ICQ program and the ICQ Services and Information will be corrected.

Mirabilis do not warrant or guarantee 1) that any program or Information will be free of infection by viruses, worms, Trojan horses or anything else manifesting contaminating or destructive properties; 2) that the Information will not contain adult-oriented material, or material which some individuals may deem objectionable; or 3) It is the sole responsibility of the user to isolate software and Information, execute anti-contamination software and otherwise take steps to ensure that software or Information, if contaminated or infected, will not damage user's information or system.

You acknowledge that you are aware of security and privacy limitations including but not restricted to (1) the limitation of security, privacy and authentication measures in this system; (2) that data and information on the ICQ system and network may be subject to eavesdropping, sniffing, imposturing, breaking passwords, harassment or other security or privacy hazards or may reach an erroneous address or recipient.

Mirabilis is not responsible for any special, incidental, indirect or consequential damages. In no event will Mirabilis' liability with respect to this license agreement exceed the amount you paid (if you paid) to Mirabilis for the software or of the charge of one-month fee for using the server's service.

In no event shall Mirabilis be liable to anyone for any delays, inaccuracies, errors or omissions with respect to the Information or the transmission or delivery of all or any part thereof, for any damage arising therefrom or occasioned thereby, or for the results obtained from the use of the Information. Mirabilis will not be responsible if any Information infects or contaminates a User's system or information. The entire risk as to the quality and performance of the Mirabilis' service the ICQ Software, the ICQ network and the ICQ Services and Information and the accuracy, adequacy, completeness, correctness, validity and quality thereof or of any other Information is with the user.

For convenience purposes this program may have been provided to you on a free CD-ROM, bundled with other products or services. You acknowledge that no payment was made by you for the CD-ROM, and if payments were made, they are made for the products and services and not for the CD-ROM and Software.

IN NO EVENT WILL MIRABILIS BE LIABLE TO ANY PARTY (i) FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE PROGRAM, THE SERVICE, THE ICQ SOFTWARE, THE ICQ NETWORK, THE ICQ SERVICES AND INFORMATION OR ANY OTHER 'INFORMATION', EVEN IF MIRABILIS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF ANY INFORMATION.

You may not use this software on more than one computer or distribute this version of the software to any other third party.

By using any link or bookmark in this Software that will lead you to the Mirabilis' website (at www.mirabilis.com or www.icq.com) or by entering these sites, you acknowledge and agree to the Terms and Conditions of these sites, available at www.mirabilis.com/legal-main.html

INFORMATION ON LICENSING

USE ON MORE THAN ONE COMPUTER - Site License

To use ICQ products in a commercial, educational or governmental agency on more than one computer, it is necessary to purchase a SITE LICENSE. The Site License allows the organization to use the software package on up to the number of computers licensed. Site License fees are based on the total number of computers that will use the software package. Please use the "Multiple Use Order Form" in the ORDER.DOC file. NOTE THAT THE SITE LICENSE INCLUDES ONE COPY OF THE SOFTWARE AND DOCUMENTATION. The Site License allows you to copy it for the number of machines licensed. Distributing, repackaging, or reselling of the software to third parties is not allowed. All licenses are prepaid.

DISTRIBUTION LICENSE

A Distribution License is required by an organization, company or government agency to use ICQ programs to facilitate the communication with outside parties. To use ICQ programs within your organization, company, educational or government agency, please see the Site License information.

Complete and return the following Application for Distribution License to receive a quotation. There is no obligation to complete and return the Application to receive a quotation. You may fax or mail the completed Application. ICQ will send a written quotation.

The Distribution License is non-exclusive and non-transferable.

All licenses are prepaid.