

consumer terms and conditions

§ 1 Contractual relations and liability

1. Kanzaroo is a payment service through which you can pay for services and other products. InternetQ GmbH (InternetQ) offers Kanzaroo exclusively on behalf of the provider of the products (your contractual partner). The use of Kanzaroo therefore does not constitute a contractual relationship between you and InternetQ. Insofar as contractual relations are established between you and InternetQ outside the use of Kanzaroo, these shall remain unaffected.

2 InternetQ reserves the right to change Kanzaroo's payment service at any time in order to supplement new billing methods or to discontinue them altogether. InternetQ assumes no liability for the error-free functioning and availability of Kanzaroo. Legally indispensable liability claims remain unaffected.

3 The contracts for the products selected by you are concluded exclusively between you and your respective contractual partner. InternetQ is not obliged to control the contracting party and the products selected by you. InternetQ therefore does not assume any liability for the respective contractual partner and its offered products. Furthermore, InternetQ is not liable for the content of web or WAP pages through which Kanzaroo can be used.

4 InternetQ accepts no liability for the misuse of Kanzaroo by your (mobile) telephone or SIM card.

§ 2 Payment amount and costs

The amount to be paid is the gross price agreed between you and the respective contractual partner for the product selected by you in the respectively agreed currency. If the use of Kanzaroo requires the sending of SMS messages, your telephone provider may charge additional fees for the sending of SMS messages. If you use Kanzaroo via (mobile) Internet, additional costs (GPRS, UMTS etc.) for the data connections may be charged by your telephone provider. InternetQ does not charge you for the use of Kanzaroo.

§ 3 Blocking

1) As far as facts become known which indicate an improper use of Kanzaroo, InternetQ reserves the right to immediately block the affected users for further use of Kanzaroo and to inform the respective contractual partner as well as other affected third parties about this.

However, InternetQ will not disclose any personal information about you without your consent unless required to do so by law, regulation or court order.

§ 4 General information for use

(1) The use of different (mobile) Internet browsers and individual software settings may lead to deviations in the presentation of content.

2. Kanzaroo is available for the selectable countries. InternetQ does not intend to use Kanzaroo from other countries. InternetQ therefore accepts no liability that the use of Kanzaroo is suitable, possible or legally permissible for users from other countries.

3. If you use Kanzaroo, you shall remain responsible for ensuring that the turnover made is balanced when due. Please note in particular that the use of Kanzaroo may be restricted by individual availability limits which you have agreed with third parties (e.g. your telephone provider). The use of Kanzaroo can also be restricted or excluded by the fact that the billing method intended for Kanzaroo in individual cases is not available (e.g. blocking of a telephone number). If a payment via Kanzaroo is not successful, you remain obliged to pay for the purchased products.

§ 5 Special instructions for use

1. To use Kanzaroo via SMS, your (mobile) phone or SIM card must be accessible. The payment process starts either by entering the phone number in an input field in the Kanzaroo window, recognizing your phone number in the (mobile) Internet, making a call or by sending a password via SMS. Depending on the respective country-specific and/or other legal or technical particularities, you confirm the payment via Kanzaroo either by SMS, phone call, click on the web or WAP page or by entering a transmitted transaction number (TAN) in the Kanzaroo window.

2. By making the payment you agree that the payment amount confirmed by Kanzaroo will be collected via your telephone provider. The respective telephone provider will charge you this payment amount together with the other amounts from the use of the (mobile) telephone or SIM card. Depending on the country from which you use Kanzaroo, either your contractual partner, InternetQ or a different service provider will appear as the payment recipient on the telephone provider's invoice. Objections to invoice items must be made within the corresponding period agreed with the respective telephone provider. Complaints arising from the contractual relationship with the contractual partner must be clarified directly with the contractual partner.

Please enter the phone number carefully and check its correctness before confirming. As the subscriber, you are responsible for ensuring that no other person uses Kanzaroo via your (mobile) telephone or SIM card without your consent. If you discover the loss or misuse of your (mobile) telephone or SIM card, for your own safety please immediately arrange for it to be blocked by the respective telephone provider. If your (mobile) telephone or SIM card is stolen or misused, please also report it to the police immediately. This is the only way you can limit the damage that may result from this.

4. Please note that you may only use Kanzaroo if you are the owner of the corresponding telephone/cell phone contract or the unrestrictedly competent owner of the respective prepaid card or act with the consent of such a person. Any misuse of Kanzaroo is prohibited and may be punishable by law.

§ 6 Data protection

1 InternetQ data protection is a very important concern. InternetQ treats all data you entrust to us in strict confidence in accordance with the applicable data protection regulations.

2. If you have expressly agreed to receive promotional messages, promotional messages may be sent to the telephone number you have provided. This consent can be revoked at any time by sending an SMS to the sender number with the content "STOP".

§ 7 Miscellaneous

Please note that the payment service Kanzaroo and these General Terms and Conditions are subject to continuous development and may therefore be changed or amended at any time. The current General Terms and Conditions for the use of the payment service Kanzaroo can be accessed at any time under www.kanzaroo.com

§ 8 Right of revocation for Germany

As far as it does not concern contracts for the use of an individual telephone, internet or fax connection established by you (telecommunication-supported individual use contracts), you are entitled to a right of revocation according to the following provisions:

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of withdrawal, you must inform us, InternetQ GmbH, Gutenbergring 67B, 22848 Norderstedt, Germany, telephone: +49-40 - 41 33 00 180, fax: +49-40 - 41 33 00 200 and help@kanzaroo.com of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You can use the attached withdrawal form, which is not mandatory. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of revocation

If you revoke this Agreement, we shall reimburse you immediately and no later than fourteen days from the date on which we received notice of your revocation of this Agreement for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). For this refund we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

Sample withdrawal form:

To

(InternetQ GmbH, Gutenbergring 67B, 22848 Norderstedt, Germany, Phone: +49-40 - 41 33 00 180, Fax: +49-40 - 41 33 00 200, help@kanzaroo.com)

I/we hereby cancel the contract concluded by me/us for the purchase of the following goods / services

ordered on / received on

Name of consumer(s):

Consumer(s) address:

(Signature of Consumer(s))

(place, date)

§ 9 Right of withdrawal for Austria

1. Reference to § 11 FAGG (Remote and Away Transactions Act):

According to § 11 Fern- und Auswärtsgeschäftegesetz (FAGG) you have the right to withdraw from a contract concluded with us in distance selling within 14 (fourteen) days without giving reasons, this from the day of the conclusion of the contract. Exercising the right of withdrawal means that you have nothing to pay or that a payment made is to be refunded to you. You can find the sample revocation form here: [PDF]

2. Notice for consumers according to § 18 FAGG/no right of withdrawal:

a. the contract concluded with us concerns the delivery of digital content not stored on a physical data carrier,

b. we send you a confirmation of the contract, and

c. You have expressly agreed that we will commence performance of the Contract prior to the expiry of the 14-day period otherwise existing for withdrawal and acknowledge that you will lose your right of withdrawal with such consent.

§ 10 Note for Serbia

InternetQ GmbH je vlasnik ovog servisa i snosi punu odgovornost prema njegovim korisnicima. DIMOCO je odgovoran za naplatu korisnika. U slučaju bilo kakvih pitanja u vezi sa servisom molimo Vas da nas kontaktirate na 0113216882 (local tariff) ili help@kanzaroo.com.