

§ 1 Subject matter of the contract

1. InternetQ GmbH (IQ) is a provider of telecommunications services, telecommunications-based services and billing services (IQ services) for the technical implementation and billing of value-added services (value-added services) of its customer (customer).

2. IQ is neither itself a provider of value-added services nor does it provide its own or third-party content for value-added services. The customer shall bear the marketing risk for the value-added services.

3. The customer shall not be entitled to resell IQ Services to third parties, including to contractual partners of the customer. However, the customer may use vicarious agents for the provision of value-added services.

4. The customer may only have the value-added services agreed between him and IQ billed.

5. The customer may use IQ services exclusively in the exercise of his commercial or independent professional activity within the meaning of § 13 BGB (German Civil Code). Consumers in the sense of § 13 BGB are excluded from the services of IQ.

§ 2 Basis of contract

1. IQ provides the IQ services in accordance with these General Terms and Conditions (GTC). In addition to the GTC, the Special Terms and Conditions including the service descriptions (STC), rate sheets as well as the IQ contract form shall become an integral part of the contract.

2. In case of contradictions, the following order of precedence applies (starting with the highest-ranking document):

- individual supplementary agreements
- rate sheets
- contract forms
- service descriptions
- other regulations in the STC
- GTC
- SLA.

3. Deviating terms and conditions of the customer shall not become part of the contract; they shall not apply even if IQ has not expressly objected to them in the individual case.

4. Both contracting parties shall observe the respective applicable legal requirements, in particular all data protection provisions and the regulations for the provision of telecommunications services.

§ 3 Conclusion of contract and adjustments

1. A contract is concluded by an order of the customer (offer) as well as an order confirmation of IQ (acceptance). The customer shall be bound to his order vis-à-vis IQ for two weeks. IQ remains free to accept the orders.

2. The acceptance of an order by IQ can also be effected by the activation or provision of the IQ service ordered in each case, if this clearly indicates a corresponding intention on the part of IQ to issue a declaration of acceptance.

3. IQ is already entitled to check the creditworthiness of the customer before the conclusion of the contract and to transmit the necessary data to credit agencies or credit insurance companies for this purpose.

4. IQ is entitled to adjust IQ services in case of changed legal requirements and changed requirements on the part of the subscriber network operator (TNB), as far as the usability of IQ services for the customer is not impaired by this.

5. Furthermore, IQ shall be entitled to adjust the technical and operational requirements of the IQ services at any time (technical adjustment), provided that the adjustment is not unreasonable for the customer. A technical adjustment is not unreasonable if the technical adjustment leads to an improvement of the IQ services or if the IQ services are not impaired to the detriment of the customer.

6. Other changes to the contract, in particular adjustments to the GTC, the STC or other conditions, shall be offered to the customer in text form by sending the new contractual conditions at least 6 weeks before their proposed date of entry into force. The customer can either agree to the changes before the proposed date of their entry into force or reject them. The customer shall be deemed to have given his consent if the customer has not indicated his rejection before the proposed date of entry into force of the amendments. IQ shall make special reference to this approval effect in its offer. If the customer is offered amendments to the terms and conditions of payment services, the customer shall not be entitled to terminate the payment services framework contract affected by the amendment.

§ 4 Statistics

1. Insofar as IQ provides the customer with statistics on the transactions carried out or billed by IQ, the personal data of the users of the value-added services (Users) are thereby anonymized in accordance with the respective applicable data protection provisions.

2. Depending on the agreement, the statistics shall be transmitted either through retrieval by the customer or through sending by IQ.

3. All statistics are of a purely informative nature and are not relevant to billing.

§ 5 Settlements

1. The customer shall receive monthly invoices and credit notes from IQ (statements) for the charges to be paid by the customer and the amounts to be paid out by IQ to the customer (Provider Compensation).

2. The invoices shall be issued in accordance with the respective agreed rate sheets for the IQ services concerned.

3. Monthly costs of IQ shall always be invoiced monthly in advance, even if the IQ services should begin or end during a current month. IQ services, which IQ charges by the hour, are always charged per hour or part thereof. Billing for traffic minutes or transactions is based on the respective volume.

4. Unless otherwise noted, all IQ fees are exclusive of applicable country-specific sales tax and all provider fees are net of any withholding or similar taxes.

5. Payments shall be made without cash. Any bank fees and charges incurred shall be borne by the customer.

6. The settlements shall be made in the national currency of the country for which the respective IQ-Service is offered. Unless otherwise agreed, payments to the customer shall be made in EURO¹.

7. IQ's invoices shall be due for payment immediately upon receipt by the customer. If the customer is more than five calendar days in arrears with a payment, IQ shall charge interest on arrears in the amount of 9% p.a. above the applicable base interest rate. IQ reserves the right to claim further damages caused by default. In case of default of the customer, IQ shall charge the customer an appropriate processing fee within the scope of its reminders. The customer shall be permitted to prove that the actual reminder costs are lower or have not been incurred.

8. Objections against settlements shall be raised with IQ in writing. IQ's settlements shall be deemed to have been approved by the customer if they are not objected to in writing within four weeks after receipt of the settlement.

9. The customer may only set off claims against IQ that have been legally established or are undisputed. The same shall apply to the exercise of rights of retention. IQ shall be entitled to offset claims of the customer directly with its own due claims against the customer.

¹ The calculation of the final payout amount is based on the exchange rate applied by the intermediary payment service providers to IQ. IQ has no influence on the level of this exchange rate. The exchange rate indicated on the statement is merely indicative, non-binding and may

§ 6 Prevention of misuse

1. The customer undertakes to use the IQ-Services exclusively in accordance with all applicable legal provisions and contractual agreements, in particular not to offer or otherwise provide any illegal (e.g. immoral, criminal or otherwise unlawful) value-added services and not to unlawfully advertise the value-added services offered. Furthermore, the customer shall ensure that neither users nor potential users receive unsolicited advertising, calls or other messages. The customer also undertakes not to commit any further violations of the German Unfair Competition Act (UWG). The customer warrants that the value-added services offered are not encumbered with copyrights, ancillary copyrights or other rights of third parties and may be offered by him in each case.

2. In addition to the applicable statutory regulations, ordinances and official requirements, the customer shall also comply with all applicable codes of conduct of the country from which the provided value-added services are accessible (e.g., FSK age limits). The customer is obligated to inform itself independently about the country-specific regulations and information obligations.

3. As the provider of the value-added services, the customer shall be solely responsible for its content, realization and advertising. The customer shall provide IQ with a detailed description of the planned value-added services in writing in accordance with IQ's specifications prior to the provision of the respective IQ service, in particular the details of the tariff, content and provider as well as the media in which the value-added service is to be advertised. Only after written approval of a value-added service by IQ may the IQ services intended for this purpose be used. Sentences 2 and 3 shall apply accordingly to all changes of a value-added service. A release by IQ shall neither mean a confirmation of the legal harmlessness nor a permanent approval of the respective value-added service. IQ shall be entitled to refuse the release for good cause.

4. IQ shall not bear any responsibility for the contents of the value-added services offered by the customer. The customer shall make it clear to the users when designing the value-added service that the customer bears the legal responsibility for it. In no way shall the impression be created that IQ is responsible for such value-added services.

5. The customer undertakes to refrain from any improper use of IQ Services, in particular

differ from the exchange rate actually applied. Exchange rate fluctuations in the context of chargebacks shall be borne by the customer.

- a) not to bypass any security measures of IQ or third parties,
- b) not to transmit or solicit the transmission of computer viruses or other malicious or harmful software; and
- c) not to use any applications that may lead to damage or impairment of the facilities of IQ or third parties.

6. In the event of a violation of paragraphs 1 to 5, IQ may request the customer to remedy the violation. The customer shall completely eliminate a reported violation without undue delay, however, no later than within two days after receipt of the request.

7. In the event of a culpable violation of paragraphs 1 to 5, the customer shall be obliged

- a) to reimburse all expenses which IQ may consider necessary to remedy the violations of paragraphs 1 to 5 and their consequences (e.g. vis-à-vis the TNB),
- b) to indemnify IQ against all claims asserted against IQ by TNB and third parties, including the costs of IQ's necessary legal defense and all court costs and attorneys' fees in the statutory amount; and
- c) furthermore, to pay a lump sum for damages to IQ in the amount of € 1,000.00 per violation.

In the case of paragraph 7 c), the customer is permitted to prove that the actual damage is lower or has not been incurred. The lump sum for damages shall be calculated against the other claims for damages. The continuation connection is excluded.

8. The customer shall actively cooperate. in the clarification of facts which could constitute a violation of Paragraphs 1 to 5. In the case of all inquiries regarding the value-added services or their advertising, IQ may refer the inquirer directly to the customer and transmit the customer's contact data. For this purpose, the customer shall provide IQ with its address capable of being summoned, including the name and address of the authorized representatives; IQ shall be informed immediately in writing of any change in this inventory data. These provisions shall continue to apply after termination of this Agreement.

9. IQ expressly reserves the right to assert further claims for damages.

§ 7 Dates and deadlines

IQ shall provide the customer with the agreed IQ services within the bindingly agreed deadlines. Deadlines shall only be binding if they have been expressly confirmed to the customer in writing as binding. Bindingly agreed deadlines shall be postponed by a reasonable period of time in the event of a temporary and unforeseeable impediment to performance for which IQ is not responsible; the same shall apply if the customer fails to meet its necessary obligations to cooperate.

§ 8 Notification obligations of the customer

1. The customer shall inform IQ without delay of any imminent changes in the traffic volume that are not only insignificant and recognizable for the customer. The customer shall also be obliged to inform IQ without delay of any other conspicuous use of or changes to IQ services.

2. If the customer has to submit a forecast, IQ's obligation to perform shall be limited to the capacity specified in the forecast. The temporary processing of a higher capacity does not result in an obligation for IQ to process this increased capacity in the future. If the customer wishes to change a forecast, it must notify IQ thereof in writing four weeks in advance. The change shall only become effective if IQ confirms it in writing.

3. The customer shall immediately report any malfunctions to the IQ support hotline. Further details are regulated in the respective agreed Service Level Agreement (SLA).

4. It is a prerequisite for a speedy elimination of the fault that the customer fulfills its obligations to cooperate. The customer shall generally cooperate in the fault analysis to a reasonable extent. If the customer does not or not completely fulfill its duties to cooperate, the resulting extended downtimes shall be taken into account in the connection availability and the response times in favor of IQ. § 254 BGB shall apply accordingly

5. If the customer is responsible for a malfunction or if a malfunction reported by the customer does not exist, the fees agreed upon in the rate sheet or the fees of the price list shall apply to the activities performed by IQ in this context. The customer shall be exclusively responsible for the elimination of malfunctions on terminal equipment and other technical equipment of the customer.

§ 9 Warranty

1. IQ shall ensure the proper operation of the IQ services within the scope of the operational and technical possibilities. It shall ensure the provision of its services in accordance with the recognized and customary state of the art and in compliance with all legally applicable safety regulations.

2. In order to provide its contractual services, IQ may make full use of the services of third parties, in particular the services of TNBs, other connection network operators, service providers or payment service providers. Insofar as IQ procures services from third parties, it has in particular no influence on the quality, quantity and constant availability of the networks and transmission paths used. In this case, IQ shall only owe the proper selection and instruction (forwarded order). IQ assigns the warranty claims to which it is entitled in this respect against

other providers to the customer, who accepts this assignment in lieu of performance.

3. The customer is aware that the use of IQ services is dependent on the advance performance of the TNBs and that it uses IQ services together with other customers. Breaches of contract by other customers may result in TNBs ceasing their advance performance vis-à-vis IQ with immediate effect, even if neither the customer nor IQ are responsible for this. The parties are aware of the dependence on the TNBs. IQ shall not be responsible in case of failure of IQ services due to a cessation of the activities of the TNBs, provided that the cessation of the activities of the TNBs is not attributable to IQ.

4. Events of force majeure which make the performance of IQ's contractual services substantially more difficult or impossible shall entitle IQ to postpone or completely suspend the performance of its obligations for the duration of the impediment as well as a reasonable start-up time. Other circumstances which are unforeseeable, serious or for which IQ is not responsible shall be deemed equivalent to force majeure. IQ shall inform the customer immediately about the occurrence of such an event, insofar as this is possible and reasonable under the circumstances.

§ 10 Liability

1. If a claim is made against IQ by a customer due to a pecuniary loss which has arisen due to telecommunications services of IQ, IQ shall be liable at most up to an amount of € 12,500.00 per damage event per customer. Towards the entirety of the customers, the liability is limited to 30,000,000,- € per event causing damage. If the amounts to be paid to several customers due to the same event causing damage exceed this maximum limit, the compensation shall be reduced in the ratio in which the sum of all claims for damages stands to the maximum limit. The limitation of liability shall not apply if the damage was caused intentionally or by gross negligence, as well as for claims for compensation for damage caused by the delay in payment of damages or compensation. For all other financial losses, IQ's liability shall be limited to an amount of € 12,500 per damage event.

2. IQ shall only be liable for all other damages (including all financial losses which are not based on telecommunication services) for itself and its vicarious agents,

- a) if an essential contractual obligation (cardinal obligation) has been culpably breached in a manner that endangers the purpose of the contract,
- b) if the damage results from injury to life, body or health
- c) or the damage is due to gross negligence or intent.

If the culpable breach of a cardinal obligation is not due to gross negligence or intent, the amount of liability shall be limited to such typical contractual damages that were reasonably foreseeable at the time the contract was concluded.

3. Liability on the part of IQ is excluded for damages which are based on a negligent or blameless breach of duty, insofar as nothing to the contrary is regulated in paragraphs 1 and 2.

4. IQ's liability for warranted characteristics as well as according to the provisions of the Product Liability Act shall remain unaffected.

5. Insofar as the liability of IQ is effectively excluded or limited, this shall also apply to the personal liability of the vicarious agents, bodies and representatives of IQ.

6. Unless liability already exists pursuant to § 6 (7), the customer shall indemnify IQ upon first request against all claims of third parties, even beyond the end of this Agreement, which third parties assert against IQ due to a culpable breach of duty by the customer, in particular due to incorrectness of content, defectiveness or illegality of value-added services or due to other breaches by the customer of its contractual obligations and/or its obligations regarding the requirements of the TNBs.

§ 11 Blocking and right of retention

1. IQ is entitled to prevent the use of IQ services with immediate effect (blocking) if

- the customer fails to remedy the situation in due time after a warning in accordance with § 6 paragraph 6,
- a threat to the facilities or a threat to public safety is imminent,
- investigation proceedings are pending by the police or public prosecutor's office due to a value-added service offered by the customer or there is reasonable suspicion of a criminal offense committed by the customer,
- the customer has given cause for termination of the contract without notice,
- the customer is in default with payment obligations in the amount of at least 150,- € and any security provided has been used up,
- the sum of the accruing provider remuneration increases to a very high degree (more than 50% within four weeks) and facts justify the assumption that, in the event of a subsequent blocking, the customer will not pay the charges for services rendered, will not pay them in full or will not pay them on time and any securities provided will have been used up,
- the sum of the provider compensation incurred suggests that the traffic volume may have been generated at least in part by manipulation or misuse,

- IQ is informed by TNBs that there could be claims from users against the customer due to value-added services not being provided in accordance with the contract; or

- the customer generates sales of less than 500,- € (incl. VAT) in three consecutive months (inactivity).

2. If the conditions for a blocking according to paragraph 1 exist, IQ shall also be entitled to a right of retention with regard to the provider remuneration to be forwarded until final clarification.

3. Both a blocking and the scope of a right of retention must be proportionate.

4. In the event of a blocking or the exercise of a right of retention, the customer shall remain obligated to continue to pay agreed remunerations to IQ, provided that the customer itself does not have a right of retention.

5. Insofar as the customer has culpably brought about the prerequisites of Paragraph 1, IQ may offset the Supplier remuneration against claims pursuant to § 6 paragraph 7 and other claims of IQ.

6. IQ shall be entitled to demand securities from the customer for any bad debts or chargebacks subsequently asserted by the TNBs. The amount of these securities must be in proportion to the defaults that can realistically be expected. Alternatively, IQ may withhold an amount commensurate with the outstanding payments. As soon as it is determined that no more bad debts can be claimed, IQ is obliged to release the securities immediately. Sentences 1 to 3 shall also apply in case of strongly decreasing customer sales (>30% decrease in 4 weeks).

§ 12 Rights of use and Secrecy

1. All intellectual property rights to IQ services and the work results derived therefrom (e.g. service concepts) shall remain exclusively with IQ.

2. Each party hereby grants to the other party for a limited period of time for the duration of this Agreement the non-exclusive and non-transferable right to use the programs, applications and concepts provided, created or developed in connection with this Agreement.

3. After termination of this Agreement, each party shall immediately return the originals as well as all copies and partial copies of the programs, applications and concepts provided to the other party for use. In the case of such material that is recorded on machine-readable recording media, the complete deletion or destruction of the recordings shall take the place of the return. If deletion is not reasonable, blocking shall take the place of deletion.

4. The parties undertake to keep confidential between themselves for all information with regard to which, according

to the reasonable understanding of the parties, there is an interest in secrecy. This obligation shall apply to all information and facts, irrespective of whether they have been expressly marked as confidential or secret, unless these are generally known or the party concerned is obliged to disclose them by an official or statutory order (e.g. by the Federal Financial Supervisory Authority) or there is an express, prior written consent of the other party to the disclosure to third parties.

5. The duty of confidentiality shall continue to exist after the termination of the contract.

§ 13 Term

1. The contract has an indefinite term and may be terminated by either party with twelve months' notice to the end of a quarter.

2. The contract may be terminated by either party for good cause with immediate effect. An important reason for IQ exists in particular if

- the customer repeatedly violates the obligations under § 6 para. 1 to 5 despite a warning,

- the volume of complaints by users rises to over 1% in relation to the transactions processed in a calendar month,

- IQ is repeatedly subject to measures (in particular disconnection requests by authorities or TNBs, billing bans, fines) that are related to the customer's value-added services,

- the customer is in arrears with two monthly payments or a reason for insolvency exists or is imminent.

- IQ's contract partners may discontinue their services, numbers in use may be disconnected or relevant contracts concluded with IQ may be terminated,

- IQ services are prohibited or threatened to be prohibited due to legal requirements or judicial or official measures,

- any other lasting economic, legal or factual deterioration of an IQ-Performance occurs.

3. If IQ terminates extraordinarily for an important reason for which the customer is responsible intentionally or negligently, the customer shall be obligated to compensate IQ for the resulting damage. Any further claims of IQ shall remain unaffected.

4. The termination of a framework agreement shall affect all IQ Services that IQ provides to the customer under this framework agreement. All IQ services shall end at the same time as this framework agreement. Individual IQ services can be terminated independently of this with a notice period of three months to the end of the month, insofar as no deviating notice periods are

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regulated in the relevant rate sheets or no deviating notice periods are determined on the part of the TNBs.

§ 14 Final provisions

1. The customer may assign or transfer rights and obligations under this Agreement to third parties only with IQ's prior written consent.

2. Should individual provisions of the contract be wholly or partially invalid or unenforceable, or subsequently lose their legal validity or enforceability, this shall not affect the validity of the remaining provisions of this contract. Instead of the invalid or unenforceable provisions, an appropriate provision shall apply which, as far as legally possible, comes as close as possible to the economic success intended by the contracting parties. The same shall apply if it becomes apparent that the contract contains a loophole.

3. There are no verbal ancillary agreements to this contract. Supplements or amendments to the contract, in particular notices of termination, must be in writing. This formal requirement can also only be waived by written agreement. The written form requirement is sufficiently met by transmission by e-mail or fax.

4. German law shall apply to the contractual relationships as it applies between domestic persons. The UN Convention on Contracts for the International Sale of Goods is excluded. Place of performance and jurisdiction is Norderstedt, if the customer is a merchant or a legal entity under public law or has no general place of jurisdiction in Germany. Any exclusive place of jurisdiction shall remain unaffected.