

§ 1 Object of the contract

1. ATLAS Interactive Deutschland GmbH (AID) is a provider of telecommunications services and telecommunication-supported services (services) for the implementation of value-added services for its customer or for their customers (content provider).
2. AID merely provides its customer with access to these offers (value-added services). In doing so, AID is neither the provider of these value-added services nor offers the value-added services as its own or third-party contents. The customer bears the risk of marketing for the services.

§ 2 Contractual basis

1. AID performs its services exclusively in accordance with the provisions of these General Terms and Conditions (GTC). In addition to the GTC, the Special Terms and Conditions including the description of the services (STC), the rate sheets issued and the contractual formula of AID are integral parts of the contract. If the customer uses several services of AID, then the respective STC of the agreed services applies cumulatively.
2. In case of regulations to the contrary, additional agreements, rate sheets, contractual formulas and STC have priority over this GTC in descending order.
3. Deviating Terms and Conditions of the customer are not integral parts of the contract; they also do not apply if AID has not explicitly contradicted them in the individual case.
4. Both contractual parties have to observe the application Data-Protection regulations, especially all provision for the performance of telecommunication services. Furthermore the general legal regulations apply, even if they are not explicitly referred to.

§ 3 Contract conclusion and adjustments

1. A contract comes into effect with an order by the customer together with a written order confirmation from AID. The customer is bound to its order to AID for six weeks. AID remains free of obligations when accepting orders.
2. A contract can be also be concluded by AID by activating the respective service or producing a connection, if there is clearly a corresponding will by AID to conclude a contract.
3. Prior to the conclusion of the contract, AID is authorised to check the credit rating of the customer and to transfer the necessary data to credit reporting agencies or credit insurance companies.
4. The customer is aware that individual services are in a project status and therefore there could be some significant changes in the services on the part of the carriers and/or AID, which could even include its cessation. Changes could also become a required specification based on regulatory,

tax or other legal aspects. AID should therefore be entitled to cancel without notice or to adapt the affected services according to their own estimate based on the above-mentioned specifications and will announce the required respective changes in appropriate time.

5. AID is authorised to adjust the technical, operational and contractual requirements of their services at any time, provided the adjustment is reasonable to the customer, in particular leading to an improvement in the services or the services themselves are not being negatively affected.
6. Customer will be informed of any other amendments to the contract, in particular alterations to the GTC, STC or conditions by sending the new respective contractual conditions. This can also be done in the context of new offers. If the contractual conditions are amended to the disadvantage of the customer, the customer is allowed to cancel the contract for exceptional reasons within four weeks of receipt of the new contractual conditions. If a contractual amendment only affects individual services, then the customer only has the right to cancel the contract for exceptional reasons for these individual services. If the customer does not make use of his right of cancellation, the amendments come into effect for all existing contracts with the customer after four weeks of receipt of the new contractual conditions.

§ 4 Statistics

1. AID will supply the customer with statistics monthly about incoming and outgoing connections. In accordance with the respective applicable data-protection regulations, the personal data of the user of the value-added services or the owner of the connection used (owner) are made anonymous in the statistics.
2. Depending on the agreement the statistics are either transmitted by the customer accessing them or by AID sending them.
3. All statistics are purely informative and are not relevant to the billing.

§ 5 Billing the services

1. The customer receives invoices or credit notes (billings) from AID monthly for the amount to be paid or the refund due to the customer.
2. The basis of all billings are the prices in the current rate sheets for the affected services, plus the legally applicable VAT.
3. Monthly costs of AID shall be billed monthly, even if the services begin or end in the course of a month. Services which AID bills hourly shall always be billed per hour or part thereof. Bills for traffic minutes shall be calculated using the connection data calculated by AID.

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4. Payments shall be made as cashless transactions. Any applicable bank charges and fees shall be borne by the respective payee. If payments are made in a foreign currency and/or from a foreign account of the customer, then the customer shall bear the bank fees and charges resulting from the transaction as well as the currency risk; in addition AID will levy a processing fee per transfer.
5. All invoices of AID become due for payment immediately after receipt. If the customer defaults more than five calendar days with a payment, then AID will charge an annual interest rate of 8% above the basic rate of interest; for customers who are consumers interest at 5% above the basic rate of interest will be charged. Reference amounts for the basic rate of interest are the details from the European Central Bank or a corresponding tariff linked to it. Both contractual parties are allowed to provide proof of greater or less damage. Furthermore AID is permitted to assert further claims. In case of a default in payment by the customer, AID will charge an adequate processing fee.
6. Objections against invoices have to be made to AID in writing. Invoices of AID are valid as being accepted by the customer if they are not disputed within four weeks of receipt. To meet the deadline it is sufficient to send the objection per post on time.
7. The customer is only allowed to offset amounts with legally-valid or undisputed claims against AID; the same applies to the right of withholding. AID reserves the right to offset the claims of the customers directly with its own debts or charges.

§ 6 Preventing misuse

1. The customer is obliged not to use the services of AID abusively, above all not to offer any illegal content (e.g. immoral, criminal or anything which violates the law), to provide it in any other way, and not to acquire the offered content illegally. Furthermore, the customer has to ensure that neither users nor potential users of the value-added service receive unsolicited adverts or telephone calls. The customer shall ensure that the information and value-added services offered are not subject to copyrights, related rights or other rights of third parties and are allowed to be offered on the respective market by the customer or the content provider.
2. In addition to the applicable legal provisions, regulations and regulatory requirements the customer is obliged to adhere to all respectively valid codes of conduct of the country, from which the numbers supplied can be reached.
3. As the provider of the value-added services, the customer is solely-responsible for their content, sale and advertising. The customer has to provide AID with a detailed description of the planned value-added services in writing, according to

the specifications of AID, in particular containing the information about tariffs, content, the providers responsible for them and the media in which the value-added service is to be advertised. Only after written confirmation of this description by AID can the affected services of AID be used. Alterations to the value-added service are only permitted after the confirmation of the adjusted description. An approval by AID is not a permanent endorsement of the affected value-added service. Each use which deviates from the approved description represents misuse by the customer.

4. AID is not responsible for the contents of the offered value-added services of its customers or the content providers. Even with approvals as per paragraph 3, AID does not assume any responsibility for a value-added service; the sole responsibility remains with the customer. The customer will make it clear to the users during the marketing of the value-added service that the content offered is exclusively the content of the customer, of their customers or foreign content obtained in advance. In no way shall the impression be given that AID offers this content as its own.
5. In case of a violation of paragraphs 1 to 4, AID will issue the customer with a warning about this. The customer shall completely refrain from the criticised behaviour immediately, although at the latest within two working days of receipt of the warning
6. In case of a violation of paragraphs 1 to 4 the customer is furthermore obliged to pay a contractual penalty to AID of €1,000 per violation in each individual case. "Individual case" refers to the respectively affected service, value-added service of advertising.
7. The customer has to actively help with the clarification of circumstances, which may represent misuse as per paragraph 1 to 4. In case of enquiries about the value-added services or their advertising, AID is allowed to directly refer them to the customer and pass on their contact details. For this purpose, the customer shall make its official contact address including the names and address of the people authorised to represent it available to AID; each alteration to this core data has to be notified to AID immediately in writing. These regulations continue to apply after the end of this contract.
8. AID shall charge the customer a one-off fee of at least € 150, up to a maximum of € 1,500 per legal proceeding, for expenses incurred in connection with legal proceedings due to the use of a service.
9. AID explicitly reserves the right to assert other compensation claims.

Atlas Interactive Deutschland GmbH

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* gct/min aus dem Festnetz. Mobilfunkpreise abweichend

§ 7 Dates and deadlines

1. AID will make the agreed services available to the customer as quickly as possible. Provision dates and delivery deadlines are only binding, if they have been explicitly confirmed by the customer as being so. Binding dates and deadlines shall be extended because of an unexpected obstacle to the provision which was not caused by AID by a suitable time period; the same applies if the customer does not meet its obligation to help.
2. If AID is late with the service to be provided, then the customer reserves the right to withdraw from the contract if AID is still unable to provide the service within a subsequent, suitable deadline extension.

§ 8 Maintenance and removal of defects

1. The customer shall inform AID in time about any considerable increases in traffic volume which exist or are upcoming. Furthermore, the customer is obliged to inform AID immediately about any conspicuous uses or alterations to the service.
2. If the customer has a forecast to deliver, AID restricts the service obligation to the capacity indicated in the forecast. From the temporary termination of a higher capacity there is no obligation or assumption that AID will also terminate this increased capacity in the future. The forecast is only binding in writing. If the customer desires a change to the forecast, they must indicate this in writing to AID two weeks in advance. The change will only come into effect when AID confirms this in writing.
3. The customer has to report defects which occur immediately to the support hotline stated by AID. Further details are regulated in the individually agreed Service Level Agreements (SLA).
4. A pre-requirement of a fast defect removal is that the customer fulfils its obligation to help. The customer generally has to offer reasonable help with the analysis of defects. If the customer does not fulfil its obligation to help or does not do so fully, then the lost connection availability time and reaction time demanded will be taken into consideration in favour of AID.
5. If the customer causes the defect or if a defect reported by the customer does not exist, then the customer shall bear the costs incurred for the removal of the defect. The removal of defects from end devices and other technical appliances of the customer is exclusively the obligation of the customer.

§ 9 Guarantee

1. AID shall provide proper operation of its services within the scope of operational and technical possibilities. It shall guarantee the performance of its services according to the

recognised and normal state of technology and under observance of all applicable safety regulations.

2. In performing its contractual services, AID is permitted to make use of the services of other providers, in particular of Mobile Network Operators (MNO), Local Exchange Carriers (LEC), Inter-exchange Carriers (IXC) or Service Providers (SP), who will hereafter be referred to as Carriers. If AID receives services from other providers, then, in particular, they shall have no effect on the quality, quantity and constant availability of the networks and transmission paths used. AID shall, however, assign any compensation claims to which it is entitled to against other providers to the customer, who accepts this assignment in lieu of performance.
3. The customer is aware that the utilisation of AID services is dependent on the advance of the Carriers and that the customer uses the services of AID together with other customers. In addition, contract infringements of single content providers can lead to individual or all the Carriers adjusting the advance costs vis-à-vis AID, even if neither the customer nor AID advocates this. The parties agree that AID services are offered under this risk and that AID is not responsible for this risk, as long as AID does not behave illegally or in breach of contract. If the services described above are disengaged by the Carriers, this will mean a case of impossibility that AID does not have to represent.
4. Force majeure events, which make it considerably more difficult or impossible for AID to perform its contractual services, allow AID to completely suspend the fulfilment of their obligations for the duration of the event or for a suitable start-up period. Force majeure events are equivalent to other conditions, which are unforeseeable, serious or not caused by AID. AID shall inform the customer immediately about the occurrence of events of this kind, if this is possible and reasonable in the circumstances.

§ 10 Liability

1. If AID is sued by a customer because of pecuniary damage resulting from AID telecommunication services and AID is liable in the internal relationship, then AID shall be liable up to €12,500 per case and per customer. The total liability towards the customer's end users is limited to € 10,000,000 per liable event. If the amounts payable to several customers as a result of the same event exceed this limit, the compensation shall be reduced so that the total of all claims matches the limit. The liability limitation does not apply if the damage was caused wilfully. For all other cases of pecuniary damage, the liability of AID is limited to a maximum of €12,500 per case.

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2. For other damage (including all pecuniary damage not related to telecommunication services) AID shall only be liable for itself and its agents, regardless of the legal reason, if a significant contractual obligation (cardinal obligation) has been culpably violated in a manner contrary to the purpose of the contract or the damage was caused by gross negligence or intent. If a culpable breach of a cardinal obligation is not due to gross negligence or wilful intent, then the liability shall be limited to typical contractual damage which was foreseeable when the contract was agreed. For foreseeable damage a maximum amount of €12,500 is assumed.
 3. In case of damages caused by gross negligence which do not affect essential contractual obligations, AID rejects liability for indirect damages and non-typical consequential damages and which furthermore amount to the average contractual damage, although at a maximum of €12,500 per case.
 4. The liability of AID for guaranteed characteristics or for personal injuries as well as according to the provisions of the Product Liability Law remains unaffected by this.
 5. If the liability of AID is validly excluded or restricted, this also applies to the personal liability of the employee, other employees, bodies, representatives and the agents of AID.
 6. The customer shall exempt AID at first request from all third party claims, even after the end of this contract, which are asserted against AID from the utilisation of the customer's services, especially those regarding incorrect content, defectiveness or the illegality of the service, or due to other violations of the customer against its contractual obligations and/or obligations relating to the requirements of the network operator.
 7. The customer is liable for all its agents, their own customers and the final service providers.
- the amount of remuneration increases considerably (over 50% within four weeks) and facts allow the assumption, that the customer will not pay the remuneration for services performed in case of a later block, and any deposit provided has been used up,
 - the amount of remuneration makes it obvious that the volume per minute could clearly have been, at least partially, arrived at due to manipulation or misuse, or
 - AID has been informed by carriers that there may be reclamations.
2. If the pre-requirements for a suspension exist as per paragraph 1, AID has the right of retention with regards to the provider remuneration to be passed on until final clarification. The amount reserved shall be held in trust. The costs incurred due to the retention by AID are to be compensated by the customer.
 3. Both a suspension and the scope of a right to retention shall be proportionate.
 4. AID reserves the right to reject its calculations, if the circumstances stated in paragraph 1 only occur, or AID only becomes aware of them after the issuing of the invoice.
 5. In case of a suspension or the exertion of a right of retention the customer is obliged to continue to pay the agreed amounts to AID.
 6. If the customer is guilty of causing the requirements in paragraph 1 to be met, then its right to remuneration for the period of the suspension or the exertion of the right to retention becomes invalid.

§ 12 Rights of use and confidentiality

1. All copyrights, rights of performance, trademarks and other related rights, which occur, are acquired or have to be acquired on the services and work results of AID in connection with this contract (e.g. Maintenance concepts), are exclusively the property of AID. After the end of the contract these services are only allowed to be used under licence. The conditions shall be agreed in a corresponding licence contract.
2. Each contractual partner hereby guarantees the other party the non-exclusive and non-transferable right of use, limited to the term of the contract, for the computer programs, applications and concepts created or developed in connection with this contract.
3. After the end of this contract, each contractual partner is immediately obliged to hand back the originals and all copies and partial-copies of computer programs, applications and concepts, which the other contractual party made available to them. In case of material which is recorded on machine-readable data carriers, the data has to be completely deleted or destroyed instead of handed back.

§ 11 Suspension and Right of Retention

1. AID is authorised to stop (suspend) the utilisation of the contractual service, i.e. access to the value-added services, with immediate effect, if
 - the customer has not performed corrective action on time after a warning as per § 6 No. 5,
 - there is a threat of danger to the equipment or the appearance of AID, or a danger to public security,
 - there is a pending police or legal investigation against the customer or the content provider, or there is sufficient suspicion of a crime of this kind,
 - the customer has provided AID with cause to cancel the contract without notice,
 - the customer is in default of payments amounting to at least €150, and any deposit provided has been used up,

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* gct/min aus dem Festnetz. Mobilfunkpreise abweichend

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4. The contractual parties are both sworn to confidentiality. This confidentiality obligation covers all information about the respective contractual partners and their associated companies as well as about their (including potential) contractual partners. The contractual parties are obliged to make sure that third parties are not made aware of business secrets. Sensitive information and business secrets include special knowledge about the processes and business methods of the respective contractual partner and its companies in a technical and economic regard. The content and conditions of this contract are also subject to confidentiality.
5. The obligation affects all information and facts, regardless of whether they have been explicitly labelled as confidential, unless they are already generally known or the affected party is obliged by an official or legal provision to disclose the information or the explicit prior written agreement of the respective contractual partner exists for the information to be passed on to third parties.
6. The obligation of confidentiality continues to exist even after the end of the contract.
3. If AID cancels the contract for important reasons which the customer has caused due to gross negligence or wilful intent then the customer is obliged to compensate AID for the resulting damage.
4. The cancellation of this master agreement includes all services conducted by AID for the customer. All ongoing or just ordered projects as well as all individual orders are terminated simultaneously with this master agreement.

§ 14 Concluding provisions

1. The customer has to transfer the obligations from this contract on to its own customers. Furthermore it is only allowed to transfer rights and obligations from this contract or its claim to individual services onto third parties after the prior written agreement of AID. § 354a HGB remains unaffected by this.
 2. Should individual provisions of this contract be invalid or impracticable in full or in part, or if they become invalid or impracticable subsequently, the validity of the remainder of the contract shall be unaffected by it. In place of the invalid or impracticable provisions, a reasonable provision shall apply, insofar as is legally possible, which comes closest to the desired commercial purpose. This shall also apply should loopholes be discovered in the contract.
 3. There are no verbal agreements to this contract. Amendments and addenda are only valid if they are agreed in writing and are signed by both parties. This written form clause can only be waived with written agreement.
 4. German law shall apply to the contractual relationships, as it applies to domestic persons. The UN rule relating to purchasing is excluded. Place of jurisdiction and performance, insofar as the customer is a merchant or juridical person under public law, or does not have a place of jurisdiction in Germany, shall be Hamburg. Any exclusive place of jurisdiction shall remain unaffected hereby.
- ### § 13 Term / termination
1. The contract shall enter into force at midnight on the date confirmed by AID and can be cancelled from both sides with a notification period of six months, effective at the end of a month.
 2. The contract can be cancelled by each contractual partner for important reasons with immediate effect. An important reason exists, if
 - in spite of a warning the customer continues to violate the behavioural obligations in § 6, paragraphs 1 to 4.
 - AID receives more than fifty user complaints in one month, for one value-added service provided by a customer,
 - AID receives repeat administrative acts, especially shut-down requests, bans on invoicing and fines, which affect value-added services of the customer,
 - the customer is in default of payments for two months, insolvency proceedings have been initiated against it or were rejected due to a lack of capital or it is threatened by insolvency,
 - A contractual partner of AID stops the offer, used numbers are switched off or contracts relevant to AID are cancelled,
 - Services of this contract are banned due to regulatory, tax-authority or legal measures or have been threatened to be stopped,
 - any other long-term economic, legal or actual worsening of the services offered by AID occurs.