

Special Terms and Conditions / description of services for service telephone numbers with payout

As of November 2009

§ 1 Object of the contract

1. AID shall offer the customer the realisation of domestic or foreign premium rate numbers (telephone numbers). This includes the operational transfer of the telephone numbers, the termination of agreed routing targets as well as the billing of the value-added services offered by the customer to its users.
2. These Special Terms and Conditions include for example Premium Rate telephone numbers as well as shared cost or National rate telephone numbers, if dividends are guaranteed to the customer. Advertising cost subsidies do not count as dividends in this sense.
3. In case of additional utilisation of the IVR system platforms of AID, the Special Terms and Conditions apply including the Description of services for IVR system platforms.

§ 2 Allocation of telephone numbers

1. As far as is legally permissible AID will apply in its own name for the numbers to the respective allocation authorities of the affected country, or will make use of a foreign partner in doing so. The telephone numbers to be used are allocated to the customer temporarily for the term of the contract (derivative allocation). Alternatively, AID will apply for a number to be allocated directly to the customer (original allocation).
2. If an original allocation of number has already been made to the customer or is to be carried out on the request of the customer, then the customer is obliged to apply for the allocation from the respective authorities on its own responsibility.
3. If telephone numbers of the customer have already been used by other providers, then the new telephone numbers have to be ported to the affected carrier from AID. In order to do this, AID is authorised by the customer to arrange the porting from the previous provider to the new carrier.
4. In its scheduling the customer has to take into account the widely different processing periods of the allocation authorities and the carrier.
5. The customer shall inform AID immediately in writing about returns, cancellations or other alterations regarding a telephone number that has been allocated.
6. If the customer is the original recipient of the telephone number allocation, as per paragraph 2, it is allowed to port it to another supplier at the end of the contract. In this case the customer has to contract AID in writing with the porting and to bear the applicable porting costs. Insofar as it is legal a porting of telephone numbers, which AID applied for as per paragraph 1, is excluded.

7. AID is allowed to withdraw telephone numbers that have been derivatively allocated from the customer, if they are not used. A telephone number counts as not being used if, for two successive billing months:

- their monthly turnover does not exceed €100 net, or
- their monthly call traffic is less than 100 minutes.

AID is allowed to use the affected telephone numbers in any way it wishes. The customer does not have a right to compensation for traffic volume generated after the retraction. AID shall inform the customer at least ten days in advance about the planned retraction and its exact date and time. AID can grant the customer the possibility, for a fee, to maintain unused telephone numbers based on a separate agreement.

§ 3 Termination

1. AID will have the telephone numbers set up by a cooperating foreign carrier and ensures the accessibility of the telephone number within the scope of technical capabilities. AID shall arrange the connection via the signalling channel and the interconnection and maintenance of the channel in use (connection).
2. The directing of incoming call traffic is done automatically via a telephone number transmission in the switching system of the carrier according to a pre-agreed guidance plan. Domestic and foreign target telephone numbers are taken into consideration as routing targets. Flexible traffic direction of the intelligent network is possible depending on the respective carrier; further details can be found in the rate sheets.
3. The customer has to inform AID in writing of the routing targets and alterations to them in time. AID will process confirmed orders quickly and inform the customer about the exact time of the order completion.
4. Communication from and to connections of other carriers of providers of telecommunication services and telecommunication-supported services are only possible, provided they can be agreed in writing with the carriers or providers. The customer has no claim to cancel these agreements.
5. If the customer itself provides the target connection (external target route), then the customer shall ensure that it is the owner of the connection, or has been authorised by the owner, to set up telephone numbers on the stated target connection. The customer has to inform AID immediately of any changes to the target numbers, a change of its TNB or the cancellation of the connection in writing, in order to ensure the utilisation of the connection or prevent misuse.

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As of November 2009

§ 4 Billing the services

1. A contract shall be agreed about the performance and technical provision of the value-added services between the customer and the respective caller or the owner of the connection (user). Remuneration claims of the customer which are based on this (provider fee) are billed to the user by its TNB. This invoicing of provider fees as well as the out-of-court and in-court collection of debts from the user is based on the respective contract between the user and TNB.
2. AID bills the provider fees to TNB, where applicable via an intermediate VNB and/or SP.
3. The billing of the provider fees to the customer is essentially carried out by AID monthly and is based on the Call-Data Records (CDR), which are sent by the respective carrier to AID. Cumulative credit amounts of the customer of less than €25 per telephone number and month are neither billed by AID, nor credited; they are ignored without substitution.
4. AID has the right to carry out retrospective adjustments and alterations to the monthly bills it has issued, if contrary values are calculated in the final statement and bill of the respective carrier.
5. Irrecoverable debts are stated within the scope of the next customer invoice and billed promptly; non-invoiceable debts are re-debited to the customer. If the losses or re-debits exceed the remuneration claim, AID will issue an invoice to the customer which is due immediately after receipt. The same applies if the losses are only determined at a later point and billing it against current income is no longer possible, or not possible to the full extent.
6. The customer guarantees that the affected claims are viable, freely assignable, and undisputed, and shall remain so until fully settled. Furthermore, the customer also guarantees that the legal status of these claims do not change retrospectively, in particular due to agreements with the user, appeals or off-settings which cause them to expire, the customer effectively exercising a right to cancellation and/or the goods supplied to or services performed for the user by the customer not being in accordance with the contract which means that the user can therefore make claims of rescission, withdrawal, compensation due to non-fulfilment, additional deliveries, remedy of defects or rights of retention.

§ 5 Foreign currencies and Value Added Tax (VAT)

1. Bills are to be issued in the national currency of the respective country for which the telephone numbers are offered. Provided nothing else is agreed, payments are to be made to the customer in EUROS. The respective

currency conversion is made at the exchange rate, which is applicable on the associated credit note of the respective carrier to AID. In particular, within the scope of re-debiting, currency fluctuations are to be borne by the customer.

2. All prices and ratesheets of AID are stated excluding the legally applicable VAT and if applicable less withholding tax. Payments to foreign customers are forwarded excluding the respective national VAT.
3. The zero rate in VAT withholding procedures as per § 52, paragraph 4 of the VAT Implementing Regulation for other services applies. AID is entitled to input tax. If AID fails to deduct the input tax because the services were not performed by the customer either to the user or to AID, then the customer is obliged to refund AID for the invoiced VAT in accordance with § 238 AO, plus applicable interest of 6.5% p.a.

§ 6 Debt collection

1. AID doesn't bear insolvency risks or other debt collection risks for the collection of provider fees. The customer bears the sole responsibility for the risk of bad debt losses and re-debits. This applies regardless of whether the non-collection of a debt is due to its invalidity, lack of willingness to pay, lack of solvency or other reasons, such as fraudulent activities. As a result, AID is only obliged to pay a provider fee to the customer provided this is covered by the receipt of a corresponding amount. In case of insolvency of a carrier the respective debts of customer count as uncollectable; AID will cancel the respective statements.
2. Maturity and payment of a provider fee depend on whether AID has the amount effectively available to it, in particular without the right of the carrier to cancellation or re-debiting. The customer is aware that several carriers can re-debit already paid provider fees, partially and without time limitations, if the remuneration cannot be collected from the user. AID is therefore also authorised to issue the customer with re-debit notes for amount that have already been paid, if the respective carrier re-debits the underlying amounts. In this case, AID has the right to adjust all upcoming payments to the current loss (especially, deducting the re-debits and losses from the payment) and to adjust the payment conditions with reasonable discretion.
3. If AID is additionally charged by the customer with the further debt collection after the default of the user, then the following applies:
The debt management is solely down to the economic discretion of the carrier or AID, whereby the interests of the customer have to be suitably taken into account. Neither

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the carrier nor AID is obliged to collect the provider fee at unlimited expense. In this type of retail business only limited debt collection is economically viable. A debt against the user only counts as uncollectable if it cannot be collected within 120 days. AID will inform the customer about uncollectable debts as soon as it has this information. If it is possible to itemise the individual uncollectable debts, then the customer is allowed to demand the uncollected debts from the user via its own debt collection.

4. If the customer does not receive a provider fee from AID for a period of time or at all, due to the above-mentioned reasons, then it is still obliged to pay the agreed connection remuneration. This is due to AID for the provision of the traffic to the customer, regardless of whether the value-added service is actually performed or paid for. AID is authorised to cite the customer in opposition to objections by the carrier or the user.

§ 7 Security deposits

To secure possible re-debits from the carrier the following payment modalities apply:

1. Of each provider fee that AID is initially only allowed to collect under reservations, only a partial amount will be paid to the customer. AID initially retains the difference as a security deposit and is paid to the customer as soon as it is covered by an effective and final incoming payment. Uncollectable debts are listed within the scope of the monthly customer bills and calculated promptly. If the debt loss or re-debit amount increases, then AID is authorised to adjust the security deposit of all payments to this amount.
2. To secure the risk of loss of the customer, AID is authorised to demand a bond from a large European bank for the customer at first request, amounting to the average monthly payment amount (calculated from the last three months). If the average monthly volume increases then AID can request a corresponding increase in the bond. If the customer does not meet the request to provide or increase the security with the deadline of a month, then AID is allowed to limit the monthly payments to the amount secured by the bond.
3. Furthermore, when the contract ends AID is authorised to request bonds from the customer for any retrospective debt losses or re-debits which may be asserted by the carriers. The amount of these bonds has to be in relation to the realistic amount of the losses that could be expected. Alternatively, AID can retain a corresponding amount from the payments still due. This regulation also

applies in case the customer turnover drops significantly (>30% reduction in four weeks).

4. The bonds are held by AID in trust in a separate account. This is to be proved to the customer on request. As soon as it is determined that no further debt losses can occur, AID is obliged to release the bonds immediately.

§ 8 Special right of cancellation

1. AID is entitled to cancel several numbers under adherence to a period of four weeks.
2. If the respective carrier is no longer able to undertake the invoicing of the debt collection of supplier fees and no equivalent compensation can be found from other carriers, AID is authorised to immediately cancel this contract due to the absence of the basis of the contract.