

1. Definitions

In the current document, ContentCard AG shall be named Service Provider and the wholesale and retail business which uses the services of the Service Provider on the basis of these Terms and Conditions shall be named User. ContentCard® refers to a voucher with a serial number and a PIN used to access licence keys for multimedia works. Contents are multimedia works for data carriers and licence keys are codes for the activation of such encoded contents.

Contents can be all prepaid services such as electricity, gas, water, mobile phone charges, landline charges, charges for the use of the Internet and also other prepaid services. Websites are the internet pages www.contentcard.com as well as <http://admin.contentcard.com>.

2. Field of Application of Terms and Conditions

2.1.

These Terms and Conditions shall govern the use of the services available at www.contentcard.com for activating the PIN of a ContentCard® by means of a serial number and the use of the Internet pages <http://admin.contentcard.com> for administering sales results. Furthermore, it is possible to purchase Content directly and to be connected to the ContentCard system via an HTTPS interface as well as via terminals.

2.2.

These Terms and Conditions do not apply to the supply of Contents or to the activation through licence keys of Contents for which the respective providers of the Contents are solely responsible.

2.3.

Terms contradicting or supplementing these Terms and Conditions shall not become part of this Agreement, even when the Service Provider provides services to the User without explicitly objecting to such terms.

3. Services provided by the Service Provider

3.1.

After duly registering, the User shall receive a password and a user name (log-in credentials) with which the User can access the Websites.

3.2.

On the website www.contentcard.com the User can activate the respective PIN by entering the serial number of a ContentCard®, thereby enabling the buyer of a ContentCard® to access the licence key for activating particular contents.

3.3.

The website <http://admin.contentcard.com> gives the User the option of viewing sales figures and managing personal data relating to use of the ContentCard system.

3.4.

Users who are wholesalers are entitled to allow their retailers to use the Websites in accordance with the terms of this Agreement. Each instance of a retailer using the log-in credentials assigned to the wholesaler to access the services (Section 4.3.) shall be deemed as having been carried out in the name and for the account of the wholesaler. The wholesaler shall not be granted customer protection; retailers can be registered for several wholesalers.

3.5.

The services of the Service Provider according to sections 3.1. to 3.3. do not include a guarantee that the Websites will be fully available at all times and nor that it will at all times be technically possible to make direct purchases, to access the HTTPS interface or to access the terminals. However, the Service Provider shall strive to ensure that the Websites, the technical possibility of making direct purchases, the HTTPS interface and the terminals are available without interruption as far as possible.

In particular, maintenance, safety or capacity issues as well as events which are not in the sphere of influence of the Service Provider - such as breakdown of communication networks, power failure etc. - can lead to connections being interrupted briefly or temporarily.

4. Registration, Obligations of the User

4.1.

The User guarantees that all information given at the time of registration is correct and complete. The User shall be required to inform the Service Provider immediately of any changes to such data.

4.2.

The User shall not be entitled to pass on his log-in credentials (password, user name) to third parties whether on a temporary or permanent basis. The User shall inform the Service Provider immediately upon discovering that his log-in credentials have become known to third parties; if this is the case, the User undertakes to have his access barred immediately. In addition, the Service Provider is entitled to act on its own accord and freeze log-in credentials in the event of any irregularities.

4.3.

After being approved by the respective wholesaler, retailers who are registered for a wholesaler shall receive from the Service Provider their own log-in credentials which are allocated to the log-in credentials of the wholesaler. The wholesaler shall ensure that his retailers register correctly with the Service Provider as stipulated in section 4.1., that they do not misuse their authorization to access the Websites, and in particular that they comply with section 4.2, and shall vouch for them doing so. The Service Provider shall be entitled to contact the retailer directly regarding all questions connected with the use of the Websites.

4.4.

During the term of this Agreement, the User undertakes to sell and supply licence keys for encoded Contents as well as other Contents in the form stipulated in this Agreement solely via the Service Provider. The User is not subject to any further restrictions regarding the distribution of Contents.

5. ContentCards®, Advertising

5.1.

The Service Provider shall provide the wholesaler with ContentCards® on order. Wholesalers are not automatically entitled to be supplied with ContentCards®. Unless agreed otherwise in writing, the wholesaler shall be responsible for supplying his retailers with ContentCards®. The Service Provider shall furthermore be entitled to supply retailers with ContentCards® directly.

5.2.

The Service Provider shall inform Users regularly about current contents available for activation via ContentCards®.

6. Remuneration

6.1.

Each activation of a ContentCard® or of a different Content shall be made in accordance with the respectively valid prices which can be requested at any time from ContentCard AG. The User shall be informed of any price changes by e-mail, four working days before they take effect. All prices are quoted excluding applicable VAT.

6.2.

Unless agreed otherwise in writing, activations shall be invoiced to the wholesaler at the end of each calendar week. The wholesaler shall receive an invoice for all activations made within the billing period by himself and for those activations made by his retailers which are allocated to him. The remuneration due according to the invoice shall be due for payment immediately.

6.3.

Unless agreed otherwise in writing, the following terms of payment shall apply:

The User shall grant the Service Provider authorization to collect the charges due by direct debit, provided the User is sufficiently creditworthy.

Alternatively, sale against cash in advance is possible in return for an agreed amount being paid to the Service Provider.

6.4.

The User shall only be entitled to offset counterclaims if they are undisputed or have become res judicata. The right for the retention of goods shall only be exercised by the User for claims arising out of this Agreement and for claims which are undisputed or have become res judicata.

7. Impairments of Performance

Disruptions affecting the use of the websites, the possibility to purchase Content directly, the HTTPS interface or access to the terminals as well as disruptions concerning the activation of a PIN of a ContentCard® or any other Content shall be remedied by the Service Provider within a reasonable period of time after receiving notification of failure during its business hours of 9 am to 6 pm (CET). The User shall comprehensively document the failure.

The following response times for remedying disruptions shall apply:

- In the case of faults connected with the activation of a ContentCard® via HYPERLINK '<http://www.contentcard.com/>': 10 hours from notification of the fault
- In the case of other faults connected with the use of the websites 24 hours from notification of the fault

8. Liability

The following shall apply for all instances of contractual or non-contractual liability on the part of the Service Provider:

8.1.

The Service Provider shall have unrestricted liability for claims arising from injury to life, limb or health based on a negligent breach of duty on the part of a legal representative or vicarious agent.

8.2.

Otherwise, the Service Provider is only liable in the absence of a guaranteed property and in the event of intent and gross negligence, on the part of its legal representatives and executive employees as well. The Service

Provider shall only be liable for fault on the part of other vicarious agents within the scope of liability for slight negligence within the meaning of sections 8.3. to 8.5.

8.3.

The Service Provider shall only be liable for slight negligence if an obligation which is of particular importance for fulfilling the purpose of the Contract is breached (cardinal obligation).

8.4.

In the event of a negligent breach of a cardinal obligation, liability is restricted to damage which can typically be expected to arise within the parameters of the virtual activation of a voucher.

8.5.

In the event of a negligent breach of a cardinal obligation, liability shall be restricted to € 10,000.00 for each case of damage and € 100,000.00 in each calendar year.

8.6.

Liability pursuant to mandatory legal provisions and the Product Liability Act as well as the defence of contributory fault shall not be affected by the above.

8.7.

A limitation period of one year shall apply to all claims for damages against the Service Provider, commencing at the end of the year in which the damage was caused and the User learnt of or – unless grossly negligent - ought to have learnt of the circumstances justifying the claim and the liability of the Service Provider. Claims shall become time-barred at the latest five years after the damage is caused. The shortening of the limitation period shall not apply in the event of liability for intent, gross negligence, bodily injury or pursuant to the Product Liability Act.

9. Final Provisions

9.1.

The Service Provider and the User shall be entitled to terminate this Agreement properly and without giving reasons by giving 3 months' notice. The right to extraordinary notice of termination for good cause shall remain unaffected.

9.2.

All declarations served by one Party to the other shall be made by email, fax or letter.

9.3.

If individual provisions of this Contract should prove to be partially or entirely invalid, this shall not affect the validity of the other provisions and the Contract as a whole.

9.4.

This Contract is governed exclusively by the law of the Federal Republic of Germany, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

9.5.

The place of jurisdiction for all disputes arising from or in connection with this Agreement shall be Nuremberg.

Signature, date (User)

Signature, date (Service Provider)