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**General Conditions of Business  
INET-CASH with Customer  
(As of October 01, 2011)**

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## **1. Contract partners, contractual object**

### **1.1**

The contract partners are the final customer, hereafter called USER, and Inet-Cash GmbH with registered office in Hamm/Westphalia, Germany, and recorded at the local court in Hamm under HR B 5277, hereafter called INET-CASH.

### **1.2**

INET-CASH is a provider of payment and communication systems in the digital data network, through which Internet offerings can be settled with USERS by means of various payment possibilities.

### **1.3**

USERS are all users of non-free Internet content who would like to handle the payment process through the service of INET-CASH. The USER gains access to non-free online offerings with the help of the payment systems or through the payment pages of INET-CASH.

### **1.4**

The subject of the contract between USER and INET-CASH is the handling of a payment transaction in the Internet, which, after successful payment, authorizes the USER to call up non-free Internet content.

## **2. Performance Relationship**

### **2.1**

The respective provider of the online offerings assigns to INET-CASH his or her claims against the USER for the use of these offerings. INET-CASH is thus entitled to settle in its own name and for its own account the claims due from the USER and to collect the claims in accordance with the contract.

### **2.2**

Regarding the use of the specific Internet offerings, a contractual relationship arises only between the Web site provider and the USER. INET-CASH makes available to the USER the billing and collection platform needed to use these Internet offerings as well as the software for the individual payment methods, if applicable, on behalf of the Web site provider.

### **2.3**

INET-CASH is not responsible for the proper use of the contents (of the Web site used) selected by the USER. The responsibility for all contents and information (data, texts, software, music, sounds, pictures, videos) that the USER obtains within the framework of using the respective Internet offering is borne solely by the respective provider of the Internet offering. Complaints are therefore to be directed exclusively to the Web site provider.

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### **3. Conduct of the payment process**

#### 3.1

INET-CASH currently makes available to the USER the following methods for handling payment transactions for the use of non-free online offers:

- Credit card
- Direct debit (Germany and Austria)
- Voicecall
- Direct pay
- Sofortüberweisung
- Audio-Pin.

#### 3.2

The parties agree that not all payment methods may be available for a non-free Internet offer. From the payment methods offered, the USER selects the method that he or she wishes to use for settlement of the Internet offer charged through INET-CASH. Payment is made through an encrypted connection (SSL encryption).

#### 3.3

The parties agree further that the payment obligation also includes the payments arising as a result of third parties using the connection (PC/telephone), provided that an obligation to represent exists.

#### 3.4

The USER can cancel the payment process at any time before the payment form is finally sent. Until then, the USER can correct input errors.

#### 3.5

The payments made within the framework of this Internet appearance are legally binding. The contract between the USER and INET-CASH is created when the payment form is sent in accordance with §§ 145 ff. of the German Civil Code (BGB).

#### 3.6

After successful payment, the USER is switched on for the offer desired. The USER can now use the offer for the targeted time period.

#### 3.7

If software must be installed for the payment, INET-CASH provides to the USER a simple cost-free right of use, which is limited to the duration of the respective use, not transferable, not exclusive and cannot be sublicensed. This right of use entitles the USER to install the software on a single computer, and to use it there for the contractually intended purpose. The USER promises to keep the software secured so that unauthorized access and, in particular, unauthorized copying are prevented.

#### 3.8

Registration with false documents, false payment data, under a false name, or under invalid or false e-mail addresses will result in immediate termination of the agreement by INET-CASH. In such case, INET-CASH is entitled to demand from the USER compensation

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for the costs arising up to cancellation. If the event is a criminal law matter, INET-CASH will press charges.

### 3.9

Settlement is made in accordance with the displayed amount and the payment interval chosen by the USER. Collection is made as shown in the payment form through one-time or periodic bookings. The USER thereby authorizes INET-CASH to charge his or her bank account, credit card or telephone bill for the agreed amounts until the service is duly cancelled.

### 3.10

Cancellation can be made at any time without specification of reasons. Notification must be received at INET-CASH before expiration of the applicable posting period. This occurs through E-Mail or by activation of the cancellation links provided. Cancellation is considered to have occurred and been accepted by INET-CASH only if the USER subsequently receives a confirmation e-mail from INET-CASH.

## 4. Defects in the internet offer, payments not collected

### 4.1

If the desired offer has defects (e.g. all or part of the offer is not reachable) or the required access data cannot be provided due to a technical defect, the USER's rights are initially limited to repairs. The USER shall inform INET-CASH about these defects without delay (E-Mail).

### 4.2

If INET-CASH is unable to collect the payment for reasons within the USER's responsibility, or if the USER wrongfully cancels the payment, the USER has defaulted on payment, without the need for a separate demand for payment. In these cases, cancellation fees (currently € 8.00 for direct debit, € 47.60 for credit card) are charged and access to the Internet offer is blocked.

## 5. Right of revocation

***The USER hereby confirms that he or she has been informed that his or her right of revocation expires if the contract will be fulfilled of both sides at the USERS request before the USER exercises his right of revocation.***

## 6. General

These General Terms and Conditions of Business can be printed out at any time using the "Print" button.

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## 7. Privacy – Data gathering and storage

### 7.1

Instruction about the collection of person-related data in accordance with the Teleservices Privacy Act (TDDSG), Media Services State Treaty (MDStV), German Privacy Act (BDSG):

#### 7.1.1

Responsible for the content of the Internet domain [www.inet-cash.de](http://www.inet-cash.de) under § 6 Teleservices Act (TDG), § 7 TDG, § 6 MDStV, § 4 par. 3 BDSG is:

As issuer (service provider):

Inet-Cash GmbH,  
Registered at the local court in Hamm HRB 5277,  
VAT no. DE 239795171  
CEO Olaf Kaderka  
Am Stadtbad 14 - 59065 Hamm  
Tel.: +49 – 2381 - 915172  
Fax.: +49 – 2381 - 12931  
E-Mail: [support@inet-cash.de](mailto:support@inet-cash.de)

#### 7.1.2

By submitting the personal information entered by the USER in the Internet form, the USER declares his or her authorization to process the data in databanks for the purpose of mediating the offer or services or carrying out the order (§§ 3, 5 TDDSG, §§ 12, 14 MDStV, § 4a BDSG).

#### 7.1.3

The USER has the right at all times to inquire at no cost and without delay about the data collected on his or her person and the logical structure of the data collection (§ 4 TDDSG, § 16 MDStV, §§ 6, 6a BDSG).

#### 7.1.4

The user of the Internet page addressed with the domain [www.inet-cash.de](http://www.inet-cash.de) has the right at any time to revoke, effective for the future, his or her agreement to the use of his or her personal data specified in the provider forms (§§ 3, 4 TDDSG). Sending of an e-mail is requested. All personal customer data in the provider's data processing will then be deleted and, if applicable, the password for the closed user group of the customer portal under <http://www.inet-cash.de/user/> will be deactivated.

### 7.2

INET-CASH will collect, process and store the data required for performing and billing for services. These data are content data, usage data, and billing data, provider and/or access data, and cookies.

### 7.3

INET-CASH is authorized to obtain information about the USER from the responsible creditors' protective agency (Schufa) as well as from other credit reporting agencies and credit support organizations. The USER agrees that INET-CASH will report data to the responsible creditors' protective agency as a result of actions in breach of contract (e.g.

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confiscation of credit card due to the cardholder's misuse, causing of charge reversals for undisputed charges, execution of judgement, etc.). According to the German Privacy Act, these reports may only be made as necessary to protect the justified interests of INET-CASH and only if they do not impair the USER's protectable concerns.

#### 7.4

Further, the USER authorizes INET-CASH, until revocation, to provide notification of possible changes by e-mail.

### 8. Participation requirements for USER

#### 8.1

The online offers also include what is called "adult content". Calling up of these services is **only permitted to USERS who are at least 18 years old and considered adults under the laws of the country to whose personal statute they are subject.**

#### 8.2

**The USER assures that he or she is over 18 years old and an adult under the laws of his or her country, and has full legal capacity to qualifiedly and competently enter into this agreement in all points.** The USER further promises to not intentionally permit minors access to the services and is himself or herself liable for keeping the access data he or she receives secret from non-adult family members, friends or acquaintances. On request, the USER will prove his or her adult status to INET-CASH by submitting a copy of his or her passport or identity card as well as a copy of the account or credit card used to log on.

#### 8.3

**The access data received must absolutely be protected from the attention of third parties, particularly of minors.** The USER bears responsibility for every use of offers that takes place using his or her access data. The acquired service must not be shared with or transferred to other persons. The USER must inform INET-CASH without delay of changes in the date of validity of the credit card, bank account information, billing or home address as well as apparent breaches of security (e.g. loss, theft, or unauthorized use of access data). The USER is responsible for every unauthorized use of the service until INET-CASH has been notified by e-mail or telephone of the breach of security

### 9. Liability of Inet-Cash

#### 9.1

INET-CASH accepts no responsibility for the transferred contents, data and files of the individual online offers.

#### 9.2

INET-CASH is not liable for damages to the USER, including damages from data loss,

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resulting from downloading of contents or software from the Internet or due to other transactions in connection with the payment systems or software of INET-CASH.

#### 9.3

INET-CASH rejects and excludes liability for damages caused by simple negligence not pertaining to breach of any material contractual duties, harm to life, body or health, or guarantees, or claims under the Product Liability Act. The same applies to violation of duties of the assistants of INET-CASH.

#### 9.4

In the case of simple negligence in violating a material principal contractual duty, the liability of INET-CASH is limited to the amount of typically foreseeable damages, but not more than the desired cost contribution. Claims for compensation of economic loss are excluded from the outset.

### **10. Changes**

INET-CASH reserves the right to change these General Terms and Conditions of Business in the future. The changed General Terms and Conditions of Business take hold between the parties when the USER, during a new login, clicks on the field asking at login whether he or she agrees with the General Terms and Conditions of Business.

### **11. Separability clause**

#### 11.1

If a stipulation of this contract is or becomes wholly or partially ineffective or infeasible, the parties promise to replace the ineffective or infeasible stipulation with other effective or feasible stipulations that, in their economic effect, come so close to the ineffective or infeasible stipulation that it can reasonably be assumed that the parties would also have signed the contract with this stipulation.

#### 11.2

The ineffectiveness of individual stipulations does not affect the remaining stipulations or the effectiveness of the entire contract.

### **12. Applicable law, jurisdiction**

#### 12.1

This agreement and all obligations resulting from it are subject to the substantive and procedural law of the Federal Republic of Germany.

#### 12.2

Exclusive jurisdiction for all actions arising from or in connection with this contract is – if legally permissible – with the court in Hamm/Westphalia.