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## **General Conditions of Business INET-CASH (As of May 15, 2012)**

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## **A. General Conditions of Business**

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

The contract partners are the WEBMASTER, hereafter called WEBMASTER, 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.

WEBMASTERS are all providers of Internet content that charge for their offerings through the service of INET-CASH or take part in the Affiliate-Cash process of INET-CASH.

INET-CASH is a provider of payment and communication systems in the digital data network, through which payment for Internet offerings can be settled by end users using a variety of payment methods.

With this agreement, the WEBMASTER and INET-CASH enter into cooperation for the integration of online payment systems of INET-CASH or the opportunity to participate in the Affiliate-Cash process.

By registering, the WEBMASTER confirms that it has read and accepts these General Terms and Conditions of Business.

### **2. Relationship between the parties**

#### **2.1**

Both parties operate their Websites independently of each other and are independently responsible for technical, content and design aspects of their Websites.

#### **2.2**

This agreement does not found a company or cooperative, nor does it establish an employment relationship or a commercial agency contract between the parties.

#### **2.3**

Neither party is entitled to act in the name of the other party and/or accept offers or make declarations for the other party.

#### **2.4**

The WEBMASTER assigns its claims against the customers of its online offering to INET-CASH (based on contracts and/or accounts of INET-CASH). INET-CASH who will therefore settle payment of sales revenues owed by customers in its own name. No collection services beyond this are performed by INET-CASH, but can be carried out separately through a service provider.

#### **2.5**

The WEBMASTER bears, regardless of fault, responsibility for all chargebacks and abuses

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that arise in connection with payment settlement by INET-CASH of revenues the WEBMASTER'S online offering generates. INET-CASH is entitled to return all such claims to the WEBMASTER and charge back such amounts that may have already been paid out.

#### 2.6

THE WEBMASTER acknowledges that INET-CASH has the sole right to exclude any specific website of the WEBMASTER and/or certain payment methods from the payment systems.

### **3. Registration**

#### 3.1

There is no legal entitlement to acceptance into the INET-CASH system.

#### 3.2

The WEBMASTER'S registration is considered to be an offer as defined by §§ 145 ff. of the German Civil Code. INET-CASH is entitled to accept the registration by activating data access. The start of participation in other INET-CASH products is dependent on the special conditions of these offers.

#### 3.3

Registration using false documents, 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 cases, INET-CASH is entitled to demand from the WEBMASTER compensation for the costs incurred as a result of cancellation.

### **4. Payments by INET-CASH to the WEBMASTER**

#### 4.1

The settlement period in each case is one full month. All revenues and commissions are presented to the WEBMASTER in the "online settlement statistics". The online settlement statistics are maintained in Euros.

#### 4.2

All INET-CASH fees and holdbacks and payout minimums are listed under the website from INET-CASH (currently under <https://www.inet-cash.com/terms>). Any other fees must be otherwise expressly agreed. Fees, chargebacks, revenues and holdbacks are charged together with the settlement and offset against the WEBMASTER'S claims.

#### 4.3

Settlement is made 25 days after the end of the month and is based on the actual revenues realized in the settlement period in Euros.

#### 4.4

The WEBMASTER shall submit in writing (by letter or fax) any objections to the amount of

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the payout within 15 days of settlement. Failure to submit timely objections will be considered as approval.

#### 4.5

If the settlement has a negative balance, the WEBMASTER undertakes to settle this amount within at most 20 days following the end of the settlement period.

#### 4.6

INET-CASH is entitled to withhold payment if the Webmaster has a negative balance for the current month or the payout minimum has not been exceeded. In this case, the positive or negative balances will be carried forward to the next month.

#### 4.7

INET-CASH is entitled to make use of other service providers to carry out the online payment systems. If such service providers fail to make the payments due to INET-CASH, INET-CASH is entitled to withhold payment or demand back from the WEBMASTER any payments already made regardless of legal basis.

#### 4.8

The WEBMASTER is responsible to properly pay all applicable taxes.

#### 4.9

Receipts from the use of service telephone numbers will be billed with value added tax added if the WEBMASTER is required to pay sales tax and submits a valid business registration to INET-CASH. All other revenues and commissions will be billed without any value added tax.

## 5. Obligations of the WEBMASTER

### 5.1

The WEBMASTER is responsible for the development, operation and maintenance of its own Website. This also applies to all material that appears on its Website.

### 5.2

The WEBMASTER undertakes to design the page content in accordance with the laws valid in the respective country and to comply with these laws.

#### 5.3.1

The Webmaster expressly asserts that he does not offer any illegal products or services. WEBMASTER accepts the **Content Acceptance Policy** and will ensure to comply with this policy at anytime to its full extend.

#### 5.3.2

The WEBMASTER will also ensure that the material presented on its Website does not show any material of persons under 18. Material free of sexually explicit content is exempt from this (prior validation audit through the INET-CASH-Support). In addition, to

this, with persons of 18 years of age, the WEBMASTER will ensure that no person aged 18 years will be referred to on any internet page as being aged under 18.

#### 5.3.3

The Webmaster will ensure that the term "teen" is always qualified by "18" (or an appendix "18").

#### 5.3.4

The Webmaster will ensure, that terms describing criminal acts (e.g. rape or murder etc.) are not used in URLs or on the Website.

#### 5.4

The WEBMASTER will also ensure that the material presented on its Website does not breach the rights of third parties (including, for example, copyright and trademark rights, general rights of personal privacy or other rights) and is neither insulting nor slanderous nor in any other way illegal.

#### 5.5

In particular, the WEBMASTER promises to respect the privacy of third parties, refrain from making any unsolicited mass mailings and not send any unsolicited advertising (e.g. spam mail, multiple popups). This holds both for its own offers and the offers of third parties.

#### 5.6

In addition, the WEBMASTER will ensure that no confusion or risk of confusion between INET-CASH and another WEBMASTER connected to the system will arise as a result of the material presented on its Web site.

#### 5.7

If any violation of the above-named points (5.2 to 5.6) occurs, INET-CASH is authorized to immediately block the account of the WEBMASTER involved. In this case, the WEBMASTER loses all claims for payment of revenue or commissions or sharings. INET-CASH further reserves the right to press charges and claim compensation for damages.

#### 5.8

In addition to this – and to the exclusion of the continuation of offence – the WEBMASTER must pay a contractual penalty of minimum € 5,000 (in words: five thousand euros) to INET-CASH for every infringement of Items 5.2 to 5.6. The assertion of claims for compensation is not precluded by this. INET-CASH is entitled to offset the contractual penalty against sales and/or commissions which have yet to be paid.

#### 5.9

The WEBMASTER promises that the operation of its Website will fulfill the above requirements in their entirety. It will indemnify INET-CASH against any claims by third parties related to the operation of its Website or to any act or omission of itself or its agent, employee, contractor or assistant, or individual otherwise ascribed to it.

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## **6. Limit of liability**

### 6.1

INET-CASH is liable for damages caused intentionally or through gross negligence.

### 6.2

INET-CASH rejects and excludes liability for damages caused by simple negligence not related 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. If INET-CASH negligently violates a material contractual duty, compensation will be limited to the damages that would typically arise. Any claims for compensation for economic loss are excluded.

### 6.3

Other than responsibility resulting from the above stipulations, the liability of INET-CASH (e.g. for lost profit, loss of data or interruptions or errors in the operation of the WEBMASTER'S Website) in connection with this agreement is excluded, regardless of legal basis. Restriction or exclusion of INET-CASH's liability also applies to the personal liability of its employees, representatives and assistants.

## **7. Exclusion of liability**

### 7.1

INET-CASH makes no undertakings beyond the agreed contractual object.

### 7.2

Further, INET-CASH does not guarantee that the operation of its Website will be uninterrupted and error-free. INET-CASH accepts no liability for the consequences of any interruptions or errors for which INET-CASH is not responsible.

## **8. General**

### 8.1

If these stipulations require statements or agreements in writing, the parties stipulate that the written form will be provided by letter or fax, unless otherwise agreed.

### 8.2

Changes of address, e-mail address and bank information, if applicable, will be reported in writing to INET-CASH immediately.

### 8.3

Forwarding or publication of access data to third parties is prohibited.

#### 8.4

The WEBMASTER is aware and agrees that data submitted by it are stored and further processed using electronic data processing in compliance with the applicable data protection law. The data are used by INET-CASH exclusively for payment settlement purposes. After completion of its participation in INET-CASH, the WEBMASTER'S data are deleted in accordance with the applicable German Data Protection Act if storage of the data is not required for payment settlement purposes. The data will not be forwarded or sold to third parties for advertising purposes.

#### 8.5

The WEBMASTER is prohibited from transferring to third parties the usage rights for settlement systems provided by INET-CASH.

### **9. Duration of contract, cancellation**

#### 9.1

This agreement is made for an indefinite time. However, INET-CASH can delete WEBMASTERS from the INET-CASH system if the WEBMASTER has not made any sales and has also not recruited a WEBMASTER during the previous 6 months (whereby the recruited WEBMASTER must also fulfill this criterion).

#### 9.2

The agreement can be contractually terminated by the WEBMASTER or INET-CASH at any time, effective at the end of the month if the termination is received by the respective party 10 days before the end of the month.

#### 9.3

Both sides reserve the right of extraordinary termination for cause.

#### 9.4

Cause as referred to in item 9.3 includes, for example, the violation of significant stipulations of these General Terms and Conditions of Business, acquisition of services by devious means, violation of the "Content Acceptance Policy" or sending of spam mails.

#### 9.5

An additional cause as referred to in item 9.3 is a high ratio of chargebacks for credit card transactions (over 1.0% of the revenue or number of transactions). INET-CASH is entitled, but does not promise, to suggest alternatives to this extraordinary termination (additional security requirements for example: a callback and/or increase in fees).

#### 9.6

Termination shall be made in writing (by letter, fax, or e-mail).

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## **10. Consequences of termination**

### 10.1

All rights of use of the payment settlement systems, displays, messages or other presentations provided by INET-CASH that are granted to the WEBMASTER under this agreement expire upon termination of this agreement.

### 10.2

The WEBMASTER'S entitlement to commission payment or payout of revenues collected exists only for the duration of the agreement.

### 10.3

Commissions or revenues received up to the time of contract termination remain owed. This does not apply if revenues cannot be realized or the WEBMASTER violates item 9.4. If revenues remain owed, INET-CASH is entitled to withhold final payment to the WEBMASTER for a reasonable time period of up to 6 months.

### 10.4

Offset claims in connection with the termination of this contract are excluded.

### 10.5

Stipulations of this contract that – by their nature – require validity even after termination of this contract remain in force.

## **11. Change to the contract**

### 11.1

This agreement definitively expresses the content of the contractual agreements between the parties and replaces any and all previous agreements between the parties with respect to the contractual object.

### 11.2

No other agreements, including oral ones, have been made.

### 11.3

INET-CASH has the right to change or supplement these General Conditions at any time and without prior notice. The parties agree that a reference in the internal area to changed General Terms and Conditions of Business will be considered a notification of change. The changed or supplemented conditions are considered accepted if the WEBMASTER does not object within 10 days of receipt of the notification of change. If the WEBMASTER does not agree with the new version of the General Terms and Conditions of Business, it must terminate the contract with INET-CASH.

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## **12. Separability clause**

### 12.1.

If a stipulation of this contract is or becomes wholly or partially ineffective or unfeasible, the parties promise to replace the ineffective or unfeasible stipulation with other effective or feasible stipulations whose economic effect resembles the economic effect of the ineffective or infeasible stipulation such that it can reasonably be assumed that the parties would also have signed the contract with this replacement stipulation.

### 12.2

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

## **13. Applicable law, jurisdiction**

### 13.1.

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

### 13.2

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

### 13.3

The English translation of this contract shall not be binding and only serves the purpose of better understanding. In case of discrepancies between the German text and the English translation the German version shall apply exclusively.

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## **B. Special conditions for credit card processing via an INET-CASH merchant account**

1. The WEBMASTER ensures to comply with all applicable Rules and Regulations of the credit card organizations, as amended from time to time.
2. INET-CASH reserve the right to reject an application or request an exclusion of WEBMASTERS at any time at its own discretion. Reasons for a rejection or exclusion request of WEBMASTERS are in particular but not limited to a heightened volume of expected chargebacks, a breach of the Rules and Regulations, applicable law (e.g. Paragraphs 130, 184 German Criminal Code (StGB)) by the WEBMASTER, insufficient liquidity (bad scoring) or missing or negative information as part of the compliance assessment.
3. The WEBMASTER undertakes not to submit credit card transactions that have previously been declined through a different own or third party Merchant account. Credit card transactions declined by the Acquirer shall only be processed in accordance with the Rules and Regulations of the Credit Card Organizations, especially not being sold, purchased, provided, exchanged or made available to any other payment service provider than INET-CASH. Any declined credit card transactions shall not be submitted to payment methods that are non-compliant with the laws applicable.
4. The WEBMASTER commits itself not to offer its customers the possibility to sign up simultaneously by a single transaction for various services and/or memberships rendered by its (the webmasters) affiliated or 3rd party companies ("Cross-Selling").
5. The WEBMASTER ensures that the Credit Card Organizations are the sole and exclusive owners of the Marks and not to contest the ownership of the Marks for any reason. The WEBMASTER acknowledges that the Credit Card Organizations may at any time, immediately and without advance notice, prohibit the WEBMASTER from using any of the Marks for any reason.
6. The WEBMASTER acknowledges that the Credit Card Organizations have the right to enforce any provision of the Rules and Regulations and to prohibit the WEBMASTER and/or IENT-CASH from engaging in any conduct the Credit Card Organizations deem could injure or could create a risk of injury to the Credit Card Organizations, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Credit Card Organizations' Confidential Information as defined in the Rules and Regulations, or both; and will not take any action that could interfere with or prevent the exercise of this right by the Credit Card Organizations.

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7. The WEBMASTER accepts that there are guidelines issued by the credit organizations that govern limits for chargebacks and chargeback ratios that may not be exceeded. If these limits are exceeded, the credit organizations reserve the right to charge reporting fees and penalty payments. In the event these limits are exceeded and this results in the credit card organizations imposing penalty fees for excessive chargebacks on INET-CASH, the WEBMASTER completely releases INET-CASH from these penalty fees and takes over the payment of these penalty fees in the full amount. Claims for damages and additional debits for reporting fees, penalty fees and other fees related to other elements of an offence remain unaffected hereof.

8. The WEBMASTER accepts that the credit card organizations can also set other fees and/or penalties if a violation of the credit card Rules and Regulations is given. The fees and penalties shall be imposed on INET-CASH due to the absence of any contractual relation between the WEBMASTER and the credit card organizations to INET-CASH and shall be deemed as expenses within the relationship between WEBMASTER and INET-CASH which WEBMASTER shall reimburse to INET-CASH, provided that these penalties and fees are related to the execution of this contract.