General Terms and Conditions of
INET-CASH with WEBMASTER (CONTENT PROVIDER)

A. General Terms

1. Contracting Parties, Subject Matter of the Agreement

1.1 The contracting parties are the WEBMASTER, hereinafter referred to as WEBMASTER or CONTENT PROVIDER, and INET-CASH GmbH, having its registered office in Hamm/Westfalen, Germany, registered with the commercial register of the Local Court of Hamm under HR B 5277, hereinafter referred to as INET-CASH.

1.2 INET-CASH is a provider of IT and service-related services as well as communication systems within the digital data network. These systems are used in connection with payments carried out by licensed payment service providers. After completion of such payment handling, INET-CASH enables the USER to access the relevant content. USERS are all users of chargeable internet content who order chargeable content from the CONTENT PROVIDER and whose payment is carried out via INET-CASH's service. As an "access provider", INET-CASH enables the USER, by maintaining an electronic access system, to access the chargeable content ordered by the USER from the CONTENT PROVIDER.

1.3 The CONTENT PROVIDER and INET-CASH enter into this agreement for cooperation regarding INET-CASH's services. In providing its services, INET-CASH acts exclusively for the CONTENT PROVIDER and not also for the USER.

1.4 INET-CASH's offer is directed exclusively at CONTENT PROVIDERS who have reached the age of eighteen and are considered of full legal age in the country in which they are resident. Each CONTENT PROVIDER must provide INET-CASH, prior to commencing its activities, with proof showing that the CONTENT PROVIDER is of full legal age.

1.5 By registering, each CONTENT PROVIDER confirms that it has read and accepts these General Terms and Conditions.

2. Relationship Between the Parties

2.1 The CONTENT PROVIDER hereby sells and assigns to INET-CASH all claims to which the CONTENT PROVIDER is entitled, as well as all future claims, against the USER for payment of the chargeable internet content ordered by the USER. INET-CASH hereby accepts such assignment.
The CONTENT PROVIDER warrants the legal existence, proper creation and determinability of the assigned claims, as well as their freedom from third-party rights.
INET-CASH is entitled to collect the assigned and due claims against the USER in its own name and for its own account. The CONTENT PROVIDER shall refrain from collecting any assigned claims itself.

2.2 INET-CASH is not responsible for the proper use by the USER of the selected content, meaning the content of the website used.

2.3 The CONTENT PROVIDER acknowledges that INET-CASH has the sole right, at any time, to exclude certain websites of the CONTENT PROVIDER and/or certain payment methods from being used via INET-CASH's systems.

2.4 Both parties operate their websites independently of one another.

2.5 This agreement does not establish a partnership, joint venture, employment relationship or commercial agency agreement between the parties.

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

3. Registration

3.1 There is no legal entitlement to admission to INET-CASH's system.

3.2 The registration of the CONTENT PROVIDER shall be deemed an offer within the meaning of Sections 145 et seq. of the German Civil Code (BGB). INET-CASH is entitled to accept the registration by activating the access data.

3.3 Registration using false documents, under a false name or using invalid or false e-mail addresses shall result in immediate termination of this agreement by INET-CASH. In such a case, INET-CASH is entitled to claim damages from the CONTENT PROVIDER for the expenses incurred up to the date of termination.

4. Purchase Price and Purchase Price Statement

4.1 INET-CASH shall pay the CONTENT PROVIDER a purchase price for the assigned claims. The purchase price is calculated on the basis of the gross amount of the claim, including VAT, less (i) an individually agreed discount percentage and (ii) an individually agreed flat fee per claim. The parties shall agree, on the basis of an individual assessment, the specific values for the discount percentage and the flat fee per claim as well as, where applicable, any further conditions, and shall document the agreed terms in the individual conditions sheet applicable to the CONTENT PROVIDER. The individual conditions sheet forms part of this agreement. The individual conditions sheet forms part of this agreement. INET-CASH shall prepare a monthly purchase price statement. The purchase prices shall be displayed to the CONTENT PROVIDER in euros in an online statement overview.

4.2 All remuneration, flat fees and other charges are net amounts plus the applicable statutory VAT, where applicable.

4.3 The obligation to properly remit VAT arising from the services provided by the CONTENT PROVIDER remains exclusively with the CONTENT PROVIDER. This includes, in particular, the VAT included in the amount of the claims against the USERS. The CONTENT PROVIDER is also solely responsible for the proper taxation of its income as a whole.

4.4 INET-CASH bears the default risk (Delkredere risk) of the claims assigned to it. Accordingly, the CONTENT PROVIDER's claim to payment of the purchase price shall

remain in effect even if the claim is uncollectible because the USER is insolvent, unwilling to pay or remains in default of payment. If, however, the assigned claim does not exist or is not legally enforceable, meaning a validity risk (Veritätsrisiko), INET-CASH is entitled to reclaim the purchase price already paid. In such case, INET-CASH shall calculate the agreed discount percentage and the flat fee per claim as handling remuneration.

4.5 Refunds are payments made by INET-CASH to the USER. Chargebacks are debits by payment service providers, acquirers or banks. Both cases relate exclusively to claims purchased by INET-CASH. Their treatment is governed by the risk allocation set out in Section 4.4.

(1) Validity cases: If the reason lies in a legal or factual defect of the claim, INET-CASH is entitled to reclaim the purchase price from the CONTENT PROVIDER. INET-CASH shall calculate the agreed discount percentage and the flat fee per claim as handling remuneration. Third-party charges, such as cancellation fees, shall be borne by the CONTENT PROVIDER.
(2) Default risk cases: If a chargeback is based solely on the USER's creditworthiness or unwillingness to pay, INET-CASH bears the risk. The agreed remuneration remains with INET-CASH.
(3) Goodwill measures: INET-CASH may, in individual cases, make refunds, for example in order to resolve disputes. To the extent that the reason is based on a validity defect, paragraph (1) applies; in all other cases, INET-CASH bears the risk.
(4) Evidence obligations: The CONTENT PROVIDER is obliged to provide INET-CASH without undue delay with all evidence required to defend against chargebacks. If such evidence is not provided in due time or is not provided in full, INET-CASH is entitled to treat the matter as a validity case.

4.6 The purchase price statement and payment of the positive balance shall generally be made 25 days after the end of the month for the preceding month. INET-CASH may, at its own discretion, make earlier payments. The CONTENT PROVIDER's claim to payment of the purchase price exists independently of receipt of payment by payment service providers or acquirers. Return charges resulting from incorrect bank details provided by the CONTENT PROVIDER shall be borne by the CONTENT PROVIDER. In the case of payments to bank accounts outside the eurozone, the CONTENT PROVIDER shall bear all related costs, fees and currency risks.

4.7 Objections by the CONTENT PROVIDER to purchase price statements issued by INET-CASH must be raised within four weeks of receipt. After expiry of this period, the statements shall be deemed approved.

4.8 If negative balances arise from purchase price statements, the CONTENT PROVIDER is obliged to settle them within 10 working days. INET-CASH is entitled to set off outstanding amounts against future purchase price claims.

4.9 INET-CASH is entitled to make payments of the purchase price only if an individually agreed minimum payment amount is exceeded. The specific amount shall be individually agreed between the parties.

4.10 INET-CASH is entitled to use other licensed payment service providers for the technical handling of payment events.

4.11 To secure risks, INET-CASH may establish a security reserve in the amount of an individually agreed percentage of the respectively owed purchase price. The reserve serves exclusively as a time-based security measure and is not dependent on the number of individual chargebacks. Release shall take place on a rolling basis after expiry of the individually agreed period. In addition, INET-CASH may retain or increase security reserves if and to the extent this is necessary for objective reasons, in particular for risk management with regard to certain payment methods or business areas.

4.12 Purchase price statements and credit notes may be prepared and transmitted by INET-CASH in electronic form.

4.13 The conditions agreed in the individual conditions sheet, in particular the discount percentage, the flat fee per claim, handling remunerations, flat fees and reserve, may be adjusted by INET-CASH with effect for the future for objective reasons, in particular as a result of regulatory changes, increased risk costs or comparable circumstances. Changes shall be notified to the CONTENT PROVIDER in due time and shall be deemed approved unless the CONTENT PROVIDER objects to them within 10 working days.

5. Obligations of the CONTENT PROVIDER

5.1 The CONTENT PROVIDER is solely responsible for the operation and maintenance of its website.

5.2 The CONTENT PROVIDER undertakes to design and operate the content of its pages in accordance with the applicable laws of the respective country and to comply with such laws.

5.3 The CONTENT PROVIDER expressly warrants that it does not offer any unlawful products or services and that it ensures full compliance with the Content Acceptance Policy at all times.

5.4 The CONTENT PROVIDER shall further ensure that the material displayed on its website does not infringe any third-party rights, including, for example, copyrights and trademark rights, general personality rights or other rights, and is neither offensive nor defamatory nor otherwise unlawful.

5.5 In particular, the CONTENT PROVIDER undertakes to respect the privacy of third parties and not to distribute unsolicited mass mailings or unsolicited advertising, such as spam e-mails or mass pop-ups. This applies both to its own offering and to offerings of third parties.

5.6 Furthermore, the CONTENT PROVIDER shall ensure that the material displayed on its website does not create any confusion or risk of confusion with INET-CASH or with any other CONTENT PROVIDER connected to the system.

5.7 The CONTENT PROVIDER is obliged to treat as confidential all personal information received in connection with its activities. The CONTENT PROVIDER is prohibited from using or disclosing personal data obtained in connection with the use of the services offered by INET-CASH for any other contact with USERS.

5.8 In the event of a breach of Sections A.5.2 to A.5.7, INET-CASH is entitled to immediately block the account of the relevant CONTENT PROVIDER. Claims to payment of the purchase price shall cease to exist to the extent and for as long as INET-CASH is not obliged to make payment as a result of the breach or is entitled to reclaim the purchase price. INET-CASH further reserves the right to file a criminal complaint and to claim damages.

5.9 In addition, for each breach of Sections A.5.2 to A.5.7, the CONTENT PROVIDER shall pay INET-CASH a contractual penalty of at least EUR 5,000, in words: five thousand euros, with the exclusion of the doctrine of a continuing offence. The right to claim damages shall not be excluded thereby. INET-CASH is entitled to set off the contractual penalty against purchase price claims not yet accounted for.

5.10 The CONTENT PROVIDER warrants that the operation of its website fully satisfies the above requirements. It shall indemnify and hold INET-CASH harmless from and against any claims asserted by third parties, provided that such claim is connected with the operation of its website, an act or omission by the CONTENT PROVIDER itself, by a representative, employee, contractor or vicarious agent, or is otherwise attributable to the CONTENT PROVIDER. Furthermore, the CONTENT PROVIDER shall provide INET-CASH with the necessary support in legal defence, to which INET-CASH is entitled but not obliged, and shall indemnify INET-CASH against the costs of legal defence. This is subject to INET-CASH promptly informing the CONTENT PROVIDER of the asserted claims, not making any admissions, acknowledgements or equivalent declarations, and enabling the CONTENT PROVIDER, at its own expense, to conduct all judicial and extrajudicial negotiations regarding the claims.

6. Limitation of Liability

6.1 INET-CASH shall be liable for damages caused by intent or gross negligence.

6.2 INET-CASH excludes liability for damages caused by simple negligence, unless such damages concern material contractual obligations, damages arising from injury to life, body or health, guarantees, or claims under the German Product Liability Act. The same applies to breaches of duty by INET-CASH's vicarious agents. If INET-CASH negligently breaches a material contractual obligation, the obligation to compensate shall be limited to the damage typically occurring. Claims for compensation of financial loss are generally excluded.

6.3 Unless otherwise provided above, INET-CASH's liability in connection with this agreement, irrespective of the legal basis, is excluded, including, for example, liability for lost profits, loss of data, interruptions or errors in the operation of the CONTENT PROVIDER's website. To the extent INET-CASH's liability is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

7. Disclaimer

7.1 INET-CASH does not provide any warranties or assurances beyond the agreed subject matter of the contract.

7.2 Furthermore, INET-CASH does not warrant that the operation of its website will be uninterrupted or error-free. INET-CASH assumes no liability for the consequences of any interruptions or errors for which INET-CASH is not responsible.

8. General Provisions, Data Protection

8.1 Where these terms require written notice, the parties agree that, unless otherwise agreed, this form may be satisfied, for example, by e-mail, letter or fax.

8.2 Changes to the address, e-mail address and, where applicable, bank details must be notified to INET-CASH in writing without undue delay.

8.3 The disclosure or publication of access data to third parties is prohibited.

8.4 The CONTENT PROVIDER is aware of and agrees that the data transmitted by it will be processed in compliance with applicable data protection provisions. The separately provided privacy policy applies.

8.5 The CONTENT PROVIDER is prohibited from transferring to third parties the rights of use to the systems provided by INET-CASH.

9. Term, Termination

9.1 This agreement is concluded for an indefinite term. However, INET-CASH has the option to remove CONTENT PROVIDERS from INET-CASH's system if the CONTENT PROVIDER has not generated any revenue within the last 6 months and has not referred any CONTENT PROVIDERS, with any referred CONTENT PROVIDERS also being required to meet this criterion.

9.2 The agreement may be terminated by the CONTENT PROVIDER and INET-CASH at any time with effect as of the end of a month, provided that the notice of termination is received by the respective party 10 days before the end of the month.

9.3 Extraordinary termination for good cause is permitted for both parties. In such case, INET-CASH is entitled to block the CONTENT PROVIDER's account immediately. Reasons may be provided subsequently.

9.4 Good cause within the meaning of Section A.9.3 includes, for example, breach of material provisions of these General Terms and Conditions, obtaining services by deception, breach of the Content Acceptance Policy or the sending of spam e-mails.

9.5 An additional good cause within the meaning of Section A.9.3 exists if the chargeback ratio of the CONTENT PROVIDER reaches an exceptional level for one or more payment

methods. INET-CASH is entitled, but not obliged, to propose alternatives to the CONTENT PROVIDER before extraordinary termination, such as the use of additional security features or an adjustment of the conditions.

9.6 Termination must be made in text form.

10. Consequences of Termination

10.1 Upon termination of this agreement, all rights of use granted to the CONTENT PROVIDER under this agreement to the systems provided by INET-CASH for purchase price accounting, as well as to marks and representations provided by INET-CASH, shall expire.

10.2 The CONTENT PROVIDER shall have a claim to payment of the purchase price for the assigned claim only for the duration of the agreement.

10.3 Purchase price claims arising up to the date of termination shall remain owed. This shall not apply if, on the basis of this agreement, INET-CASH has no payment obligation or if the CONTENT PROVIDER breaches Section A.9.4. To the extent claims under purchase price statements remain owed, INET-CASH is entitled to defer the final payment to the CONTENT PROVIDER for a reasonable period of 6 months.

10.4 Compensation claims in connection with termination of this agreement are excluded.

10.5 Those provisions of this agreement which, by their nature, are intended to continue to apply after termination of this agreement shall remain in force.

11. Amendments to the Agreement

11.1 This agreement contains the entire contractual understanding between the parties and replaces any previous agreements between the parties relating to the subject matter of the agreement.

11.2 There are no ancillary agreements, including oral ancillary agreements.

11.3 INET-CASH may amend these General Terms and Conditions to the extent this is required or appropriate due to regulatory requirements, statutory or official requirements, requirements of card organizations, acquirers or licensed payment service providers, changes in market conditions, increased risk costs, security risks or technical necessity. Amendments shall be notified to the CONTENT PROVIDER in text form; they shall generally be notified at least 14 calendar days before they take effect, unless the reason for the amendment requires earlier implementation. They shall be deemed approved unless the CONTENT PROVIDER objects to them before they take effect. In the event of an objection, INET-CASH is entitled to terminate the agreement with effect as of the date on which the amendment takes effect; the CONTENT PROVIDER is entitled to terminate the agreement ordinarily before the amendment takes effect.

12. Severability Clause

12.1 Should any provision of this agreement be or become invalid or unenforceable, the parties shall be obliged to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision, so that it may reasonably be assumed that the parties would also have concluded the agreement with such clause.

12.2 The invalidity of individual provisions shall not affect the remaining provisions or the validity of the agreement as a whole.

13. Applicable Law, Place of Jurisdiction

13.1 This agreement and all obligations arising from it shall be governed by the substantive and procedural law of the Federal Republic of Germany.

13.2 The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement shall be Hamm/Westfalen, Germany, to the extent permitted by law.

13.3 The English translation of this agreement is non-binding and serves only the purpose of better understanding. In the event of discrepancies between the German text and the English translation, only the German version shall prevail.

B. Special Terms for Credit-Card Claims under this Agreement

In addition to the General Terms under Section A, the following “Special Terms” apply.

1. The CONTENT PROVIDER undertakes to comply with all applicable rules of the credit-card companies, in particular the so-called standards or rules, as well as the provisions of the PCI-DSS (Payment Card Industry Data Security Standard), each as amended from time to time.

2. INET-CASH may refuse or terminate cooperation with regard to payments made by credit card if objective reasons exist, in particular compliance requirements, legal requirements or risk factors, such as criminal-law violations, credit risks or excessive chargebacks.

3. Credit-card payments may not be submitted multiple times if they have been finally declined.

4. The CONTENT PROVIDER is prohibited from offering USERS the possibility of registering for several services and/or memberships at the same time through a single payment action (“Cross-Selling”).

5. The CONTENT PROVIDER undertakes to use on its website only the contact details generated by the imprint script provided by INET-CASH. The CONTENT PROVIDER shall notify INET-CASH without undue delay of any changes to its company details, business names or descriptions of offerings.

6. The CONTENT PROVIDER acknowledges that the card organizations are the sole owners of their marks and undertakes to respect their rights. The card organizations may prohibit the use of the marks at any time.

7. The CONTENT PROVIDER acknowledges that the card organizations are entitled to enforce their rules and to prohibit actions that could adversely affect their interests, reputation or security. The CONTENT PROVIDER shall not do anything that impairs the enforcement of these rights.

8. The CONTENT PROVIDER undertakes to design its offerings in such a way that the thresholds for chargebacks specified by the card organizations are expected to be complied with. If the CONTENT PROVIDER breaches this obligation and INET-CASH incurs additional costs or contractual penalties as a result, the resulting charges shall be borne by the CONTENT PROVIDER to the extent they are attributable to its conduct.

9. To the extent contractual penalties or fees arise as a result of a breach by the CONTENT PROVIDER of the rules of the card organizations, the CONTENT PROVIDER shall bear such costs.

10. The CONTENT PROVIDER shall reimburse INET-CASH for all extrajudicial and judicial expenses that become necessary to enforce its contractual obligations or to defend against chargebacks.

11. In the event of contradictions between these General Terms and Conditions and the standards of the card organizations, the parties shall agree on a provision that complies with the standards, to the extent this is compatible with the structure of this agreement.