General Terms and Conditions
of INET-CASH for Customers

1. Contract partners, contractual object 3
2. Performance Relationship 3
3. Order and Payment Process 3
4. Defects in the internet offer, payments not collected 5
5. Withdrawal instructions 5
6. General 5
7. Data Security 5
8. Participation requirements for USER 5
9. Liability of INET-CASH 6
10. Changes 6
11. Dispute resolution proceedings in front of a consumer arbitration board 6
12. Separability clause 6
13. Applicable law, jurisdiction 7

1. Contract partners, contractual object

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

1.2 INET-CASH is a provider of IT and service-related services as well as communication systems in the digital data network. These systems enable the payment of chargeable content on the internet via licensed payment service providers and, after payment has been made, access to such content by the USER.

1.3 USERS are all users of the aforementioned chargeable content on the internet for which payment is made by means of INET-CASH's services via licensed payment service providers.

1.4 These General Terms and Conditions (GTC) govern the legal relationship between the USER and INET-CASH in connection with INET-CASH's services described above in Section 1.2.

2. Performance Relationship

2.1 The respective provider of the online offerings, hereinafter referred to as the WEBMASTER or CONTENT PROVIDER, assigns to INET-CASH its claims against the USER arising from the use of such offerings. INET-CASH thereby becomes the holder of such claims and is exclusively entitled to collect the due claims against the USER in its own name and for its own account.

2.2 Irrespective of the content of the respective online offerings, INET-CASH alone is entitled to collect payments from the USER. Payments made by the USER shall have debt-discharging effect only if made to INET-CASH. For this purpose, INET-CASH provides the USER with the booking and billing systems and, where applicable, the software for the individual payment methods. In this respect, INET-CASH acts exclusively on the basis of its contractual relationship with the WEBMASTER and solely for the WEBMASTER.

2.3 With regard to the substantive use of the individual online offerings, the contractual relationship exists exclusively between the USER and the respective WEBMASTER. The WEBMASTER alone is responsible for the type, content, quality and availability of the offerings. INET-CASH acts towards the USER exclusively on the basis of its contractual relationship with the WEBMASTER.

3. Order and Payment Process

3.1 INET-CASH currently provides the USER with the following payment methods for the settlement of payments in connection with the use of chargeable online offerings:

- Credit card
- SEPA Direct Debit
- Online bank transfer

- prepayment

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 USER initiates the order process by clicking the “BUY NOW” button. By doing so, the USER submits an offer to conclude a purchase agreement with the WEBMASTER. The WEBMASTER accepts this offer by providing the USER with the USER’s individual access data online and by e-mail. This creates the agreement between the WEBMASTER and the USER regarding the chargeable content, and the USER becomes obliged to pay the price shown in the order. This amount is due for immediate payment. The USER has no entitlement to acceptance of the offer. The WEBMASTER decides whether to accept the offer at its sole discretion.

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

3.9 Billing is carried out in accordance with the displayed amount and the payment interval selected by the USER. The charge is made, as stated in the payment form, by one-off or periodic charges. In this respect, the USER authorises the charging of the agreed amounts to the USER’s credit card or bank account until the service is duly terminated.

3.10 The USER can provide a SEPA mandate to INET-CASH. The deadline for the preliminary announcement (pre-notification) is shortened to 1 day. The USER is responsible

to provide the coverage of his bank account. Costs incurred due to non-payment or reversal of the debit will be charged to the USER as long as the non-payment or the reversal was not caused by INET-CASH.

3.11 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 and SEPA Direct Debit, € 47.60 for credit card) are charged and access to the Internet offer is blocked.

5. W**ithdrawal instructions**

The separate withdrawal instructions of Inet-Cash applies.

6. General

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

7. Data Security

The separate privacy policy of Inet-Cash applies.

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, 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. Dispute resolution proceedings in front of a consumer arbitration board

INET-CASH is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.

12. Separability clause

12.1 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.

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.