

## General Terms and Conditions Mobile Services

### 1. Contractual basis

1.1 The following Terms and Conditions govern the contractual relationship established between next id GmbH (hereinafter referred to as "ID") and the contractual partner (hereinafter referred to as the "Partner" or "Service Provider") with respect to the use and processing of premium SMS and MMS (short code data services), mobile payment services (payment functions for mobile applications, such as WEB billing, WAP billing, MT billing, MO billing and voice subscription billing in the mobile sector). These services shall hereinafter be collectively referred to as "Mobile Services" or "Services". Not covered under these Mobile Services General Terms and Conditions (T&Cs) is the sending of conventional SMS, MMS or any other types of messaging, or the transport of language (e.g., premium voice); furthermore, the provision of mobile content or applications by ID (weather services, etc.) shall not fall under the scope of application of these T&Cs.

If and insofar as such services are offered to their customers, German suppliers of mobile services provide mobile network customers with the option to use priced services and products rendered by the partner and billed by ID. These include services, products or goods provided or rendered for mobile network customers in exchange for payment via the internet (WEB), WAP, four to six-digit short codes (premium SMS, premium MMS) and other transmission technologies (e.g., RFID, Bluetooth, beacons) (hereinafter collectively referred to as "Services", for example, SMS, video content, tickets, music downloads, games, apps, etc.). No other channels other than digital transmission channels may be used due to statutory provisions. The aforementioned Mobile Services are not provided by all mobile network suppliers. Upon request, ID shall provide the partner with information on which mobile networks the respective Service is available.

1.2 Some mobile network suppliers have contractually granted ID the option to flexibly price such Services rendered and, depending on the circumstances, to receive payment via mobile phone bills or prepaid credit and to offer these billing options to third parties such as the Partner. In this context, ID shall subsequently grant the Partner the option to bill mobile customers for its Services rendered through ID, which in turn bills through the mobile network suppliers. This means that these Services are not services provided to mobile customers by a mobile network supplier or by ID, rather they are solely billed through ID and/or the respective mobile network supplier. If and insofar as ID also provides other services to the Partner (such as messaging, platform services, content, etc.), these shall be governed by other agreements.

1.3 Mobile Services may not be supported on all networks or may not be supported equally on all mobile radio standards. In addition, restrictions or changes may arise if and insofar as mobile customers have concluded contracts with the Service

Providers of the mobile network suppliers. Reference to any specific networks in this Contract shall therefore always refer solely to mobile customers who have concluded their mobile contract directly with the respective mobile network supplier. Nevertheless, those Service Providers that support these Mobile Services and with whom ID has entered into a contract, shall be considered "mobile network suppliers" within the meaning of this Contract. If and insofar as Services as defined by this Contract can also be used by landline, the relevant end customers shall still be considered "mobile customers" within the meaning of this Contract where a product specified in Section 1.1 is used.

1.4 The Partner shall bear the sole marketing risk for these Services. In doing so, the Partner shall also take into account those risks arising from the very nature of the Services provided by ID, in particular those described in Section 1.5.

1.5 ID may only provide these Mobile Services within the scope of the customary provision of preliminary services rendered by mobile network suppliers. In the event of interference, however, ID shall nevertheless endeavour to the best of its ability to restore the provision of the preliminary services through the mobile network suppliers as quickly as possible. Furthermore, the Partner acknowledges that the Partner uses the Mobile Services rendered by ID together with other Service Providers. Contract violations of individual Service Providers may lead to any or all mobile network suppliers ceasing to provide all preliminary services to ID even if the violation is not attributable to either the Partner or ID. The Parties agree that the Mobile Services rendered by ID shall be provided in the face of this risk and that ID shall not assume liability for this risk if and insofar as ID's own conduct is neither unlawful or in breach of the law or this Contract.

1.6 ID shall provide its Services in accordance with the foregoing and the following general conditions, which shall also apply to those services provided by ID in connection with the contractual object of these Mobile Services T&Cs as specified in Section 1 unless expressly stated otherwise.

1.7 The Partner wants to provide Mobile Services to direct customers of German mobile network operators as well as the customers of its Service Providers (hereinafter jointly referred to as "Mobile Customers") in its own name and on its own account, and wants to use the Services provided by ID for this purpose unless the Parties have agreed otherwise in writing. In each case, the Partner shall assume full and sole responsibility for the content and Mobile Services offered with respect to Mobile Customers and ID. In the process, ID shall only undertake to provide access for the Partner's offers and, where agreed, billing services as well. The Partner shall also be solely responsible for compliance with the respectively applicable statutory and/or regulatory conditions in place for its services.

1.8 Any conditions of the Partner's that oppose or deviate from these T&Cs shall not apply, even if ID has not expressly

objected to their applicability. Pursuant to Section 1.9, the Partner shall be notified of any amendments to these T&Cs in writing. Such amendments shall be deemed to have been approved if the Partner does not register any objections within one (1) month of receipt of written notification. ID shall inform the Partner of the beginning of this objection deadline, after which the Partner's consent to the amended T&Cs shall be assumed to have been granted.

1.9 The performance of the Contract shall be substantially influenced by the framework conditions defined by the statutory and regulatory requirements (in particular the German Telecommunications Act [*Telekommunikationsgesetz* – TKG] as well as the relevant legislation) and the contracts concluded directly with the mobile network operators or through mobile network partners (supply agreements, SMSC agreements, mobile payment contracts and billing and/or debt collection agreements). Mobile network operators and mobile network partners shall hereinafter be jointly referred to as "Mobile Network Suppliers". Furthermore, the performance of the contract shall largely depend on other contractual arrangements with third parties that directly affect the product provided (e.g., value-added tax regulations, Codes of Conduct, etc.). Furthermore, the decisions of the German Federal Network Agency (*Bundesnetzagentur* [BNetzA]), the administrative courts, other authorities or courts that must be complied with in the course of performing the Service shall also be considered as part of the contractual basis for the performance of this Contract. The Parties agree that the performance of this Contract is conditionally dependent upon the entirety of the general framework as set out in Section 1 of these Mobile Services T&Cs and that ID shall not solely bear the risk of changes. In the event of any changes to these general conditions, ID shall be entitled to unilaterally modify its contractually agreed Services at its own discretion in accordance with the general principles of fairness as governed by Sec. 315 of the German Civil Code (*Bürgerliches Gesetzbuch* [BGB]). Where possible, notification of such modifications must be given by ID in writing two (2) weeks in advance unless such a deadline cannot be observed due to the urgency of the matter (for example, judicial or regulatory decisions). Should such modifications not be possible, and where the modification to the general conditions results in ID facing significant financial or technical difficulties, ID shall be entitled to extraordinary termination for good cause if a modification to the Contract does not lead to appropriate and reasonable outcomes. The same shall apply if the Partner objects to a contractual amendment as set out in Section 1.1 in conjunction with Section 1.9. Extraordinary termination shall be asserted with a peremptory term of one (1) week as of ID receiving notice of the grounds for termination.

### 2. General information on Mobile Services

2.1 ID shall accept payments for Mobile Network Suppliers' Services in its own

## General Terms and Conditions Mobile Services

name but on behalf of the Partner. ID shall be entitled to the remuneration set out in Section 11 for the provision of this Service.

2.2 Event-based payment by the Mobile Network Supplier is authorised by virtue of identifying the end customer using their MSISDN or a token and, where necessary, by verification using a temporary payment code or by authorising the relevant payment amount. Typically, the Mobile Network Supplier charges any claims after it has electronically confirmed the authorisation of the event-based payment to ID. Without obtaining the user's prior and verifiable consent, the MSISDN or a token may only be used for billing purposes.

2.3 Both parties agree that ID shall bear neither the risk of effective validity of the claim nor the risk of bad debt loss. Therefore, only those payments for which ID ultimately and unconditionally receives confirmation from the Mobile Network Supplier based on economic assessment shall be forwarded. ID is not obligated to perform other collection measures, such as judicial debt collection.

2.4 In addition, ID shall make the Partner aware of the fact that the Mobile Network Supplier is in justified cases (e.g., in the event of non-payment, at the Mobile Customer's request) entitled to temporarily or permanently block the option to bill event-based payments for individual Mobile Customers or customer groups. Such blocking may be undertaken at the instigation of the Mobile Network Supplier or at the express wishes of the Mobile Customer. The Partner shall take account of the Mobile Network Suppliers' corresponding blacklists under its own responsibility and shall inform the Mobile Network Suppliers of any updates to these lists. The Partner shall not render any Services for customers listed there (MSISDN).

### 3. Supplementary provisions for premium MMS/WAP push

3.1 The Parties anticipate that the Partner will generate an average and approximately evenly distributed capacity of 100,000 premium MMS/WAP PUSH over the monthly period. If the quantity specified above is likely to be exceeded, the Partner shall undertake to come to a written agreement with ID regarding the monthly forecast of the anticipated volume of traffic. Should the actual traffic exceed the expected traffic as set out in this agreement by more than 20 per cent or if no forecast can be agreed, the traffic shall only be realised within the scope of the existing operational and technical possibilities. Liability associated with loss of traffic shall hereby be excluded unless ID is culpable for approving the forecast or the loss of traffic.

3.2 The delivery of premium MMS/WAP PUSH assumes that the respective Mobile Customer can and may use the corresponding services from its Mobile Network Supplier.

### 4. Supplementary provisions for short codes

4.1 ID shall provide short codes, whereby Service Providers shall each receive an exclusive Service password for short codes (non-exclusive use of short codes). Service

Providers may also be granted an additional short code for their exclusive use without a Service password by special agreement (exclusive use of short code).

4.2 All rights to short codes and Service passwords shall remain with ID. These short codes shall be conclusively defined by the requirements of the German Federal Network Agency (*Bundesnetzagentur*) and the features as provided by the Mobile Network Suppliers. Whether a relevant short code can be provided by Mobile Network Suppliers shall be determined by its availability in the respective jurisdictions of the mobile phone companies.

4.3 Premium SMS/MMS that do not contain a valid Service password (i.e., in the event of non-exclusive use of short codes by the Partner) may not be allocated, and may therefore neither be supplied (i.e. in the event of the use of the ID Service platform) nor further processed. The Partner shall therefore bear sole responsibility for their Mobile Customers providing details of this Service password since these customers are those of the Partner's. No assurances can be given that the short code or the Service password will also be accessible to Mobile Service Providers from additional (current or future) mobile networks. The Partner's rights of use to the Service password and/or short code shall cease to be valid upon termination of the present Contract.

4.4 ID shall transmit incoming Premium SMS/MMS to the Partner on the latter's account in accordance with the procedures (interfaces, technical specifications, etc.) agreed between the Parties unless the Parties have come to some other agreement regarding the use of ID's Service platform. Delivery shall depend upon Mobile Customers using the proper SMS/MMS message centre for their respective mobile network operator to send premium SMS/MMS messages. ID cannot guarantee the use of the competent SMS/MMS message centre; this risk shall be borne by the Partner.

4.5 Depending on the mobile network operator sending the Premium SMS/MMS from or to a particular Mobile Customer, certain charges shall be incurred by this mobile network operator, the sum of which must be paid by the Mobile Customer. Billing can for example be implemented through purchasing of accounts receivable or turnover fee models. The purchasing model is governed by Section 10, whilst a so-called "primary product provision" is in place for turnover fees. Because it is questionable according to case law (German Federal Supreme Court [*Bundesgerichtshof* - BGH], for example, its ruling on 20/10/2005, Ref. III Civil Law 37/05 [Az. III ZR 37/05]) whether the fee model will still be feasible in future, upon request by ID, the Partner shall undertake, where required, to issue all statements necessary for a purchasing process pursuant to Sections 11 and 12 of these Mobile Services T&Cs and to take all measures required for this purpose, including with respect to this model if necessary.

### 5. Supplementary provisions for web, WAP and MT billing

5.1 ID shall offer the Partner the use of the web, WAP, MT and MO billing services (hereinafter collectively referred to as "M Payment") under the following primary conditions. These are services that allow digital goods and services to be billed through digital transmission paths, in particular via mobile and fixed-line internet connections.

5.2 With respect to subscription functionalities, the Partner shall ensure that, for all ordering channels, the end customer is informed of all subscription features, in particular the content, price (individual and total gross retail price and any additional transport fees), billing period, duration of the provision of Service and extension thereof, as well as the options for cancelling the subscription.

5.3 According to the statutory provisions (in particular Sec. 45(I) TKG) and the Code of Conduct set out in Section 8.7 of these Mobile Services T&Cs, it is mandatory that subscriptions billed using M Payment be ordered by the method described therein. Furthermore, the Partner must make the T&Cs accessible to Mobile Customers when ordering. In addition, with respect to the data protection regulations, every Mobile Customer must be made aware of the fact that their transaction data must be stored for a period of 180 days for billing purposes. Moreover, Mobile Customers must be informed of the existence of a hotline, which must be open during normal business hours and reachable by telephone.

5.4 If the Mobile Customer has ordered a Service, they shall be informed immediately as soon as payment thresholds have been reached by virtue of utilising the services ordered; such notification shall be carried out by means of a warning message via SMS MT ("Bill Warning" SMS) at no charge to the Customer and in accordance with the thresholds set out in the Codes of Conduct (pursuant to Sec. 8.7 of these Mobile Services T&Cs). For short code services pursuant to Sec. 45(I) TKG (subscription services), this shall occur when fees of more than €20.00 have been reached. In particular, the Bill Warning SMS shall contain a notification of the option to terminate the Service.

5.5 If status SMS messages to the Partner do not clearly contain the assignment or termination of a specific and existing Service and/or a status query, or if this cannot otherwise be clearly identified, ID shall not charge Mobile Customers for the status SMS. The paid provision of a Service without a clear and correct assignment is prohibited. If customer authorisation fails three (3) successive times, the Mobile Customer's subscription shall be deleted from the customer base.

5.6 The special conditions set out in the Codes of Conduct (pursuant to Sec. 8.7 of these Mobile Services T&Cs) shall apply to the web and WAP order process, as well as to the information on the respective payment claim and termination of the subscription.

5.7 In the event that the Mobile Customer cannot be determined or identified, they shall be removed from the customer base.

## General Terms and Conditions Mobile Services

In the event of such removal, the end customer shall be informed of this process by means of an SMS MT sent at no charge to the customer.

5.8 The German Mobile Network Suppliers require a special, unalterable web/WAP mask to be used for the conclusion of value-added Service subscriptions and individual online purchases. The Partner shall undertake to use this special web/WAP mask for M Payment via all distribution channels in place. The respective web and WAP mask shall be bindingly provided to the Partner by ID. The Partner must implement the provided web mask in its systems itself. The provided WAP mask shall be supplied to the Partner by ID by means of a redirect to the Partner. To clarify, it is expressly stated that customer acquisition measures using affiliate systems are not exempt from this. Furthermore, the German Mobile Network Suppliers shall reserve the right for certain services to make it mandatory for a part of the order process to pass through their own redirect. The Partner acknowledges that ID provides services in accordance with the provisions applicable to German Mobile Network Suppliers, as amended from time to time.

5.9 The price ceiling for newly concluded subscriptions shall be regulated differently by the different mobile networks and the Mobile Service Providers for certain content, e.g., erotic content and games. Upon request, ID shall provide the Partner with information on the maximum permissible price limits with respect to each Mobile Network Supplier.

### 6. General billing and payment terms

6.1 For its Mobile Services, ID shall receive remuneration in accordance with the general price list ("Conditions"). If and insofar as a minimum turnover is provided for in the Conditions, this shall apply to each calendar month unless expressly stipulated otherwise. If a minimum turnover is not reached in a calendar month, the Partner shall reimburse ID for the difference between the minimum turnover and the actual (gross) turnover reached in this month.

6.2 Unless otherwise stipulated in the Special Terms and Conditions or Annexes or otherwise agreed in writing, ID shall issue an invoice for each current billing month (calendar month) by the end of the subsequent month; such invoice shall contain ID's remuneration components and expense items and, where necessary, the amounts payable to the Partner. ID shall be entitled to offset these amounts. Any resulting credit for the Partner shall be recorded in the form of a credit note. A credit shall only be paid to the Partner if and once ID has ultimately received payment of its own provider remuneration from the Mobile Network Suppliers or other third parties. ID's entitlement in accordance with the price list shall apply regardless of how the Mobile Network Supplier reimburses ID's receivables, especially whether it pays a sales commission, a connection fee or distributes the purchase price for these receivables.

6.3 The Partner shall furthermore acknowledge that the Mobile Network

Suppliers from which ID obtains preliminary mobile network services reserve the right to make unilateral changes to their contractual provisions and terms and conditions and that this may therefore result in considerable changes to the Service provided by the Mobile Network Suppliers, which may even include termination of such services. Changes may also be required due to regulatory, fiscal or other statutory requirements (in this respect, see Section 1.9). ID shall therefore be entitled to modify its Mobile Services and Conditions at its own discretion pursuant to Sec. 315 BGB on the basis of the aforementioned requirements and shall notify the Partner of such necessary changes in accordance with Section 1.9.

6.4 Unless otherwise agreed, ID shall also be entitled to subsequently honour chargebacks from Mobile Network Suppliers and retroactive adjustments to payment receivables from Mobile Network Suppliers. ID shall be entitled to request collateral measured on the basis of anticipated bad debts as a safeguard against chargebacks and retroactive adjustments. Should it become unreasonable to provide services for the Partner due to such changes, the Partner shall be entitled to a right of termination. The provision of services shall particularly be considered unacceptable if the prices or conditions change in a manner resulting in a total increase of more than 20 per cent per year.

6.5 Claims for payment made by ID shall be payable upon receipt of the invoice. The Partner shall automatically be deemed to be in default if it does not process payment within ten (10) business days as of receiving the invoice.

6.6 The Partner may only declare set-offs to ID for undisputed or legally established claims, and enjoys a right of retention only on the basis of such claims.

6.7 Assignment of these claims shall only be considered valid with ID's consent.

6.8 Except in cases of contractual termination, ID shall only be entitled to disburse credit note amounts once a cumulative amount of 50.00 euros has been reached. Lower amounts may be added to subsequent bills and be paid only after this amount has been reached. Any claims still outstanding at such time as the expiry of the Contract shall be disbursed upon the expiry of the Contract.

6.9 In case of justified doubt with respect to the legitimacy of claims for payment (for example, due to an above-average number of complaints), the Mobile Network Suppliers shall be authorised to have a neutral auditor review the Partner's customer data where such data affects the performance of the present Contract.

6.10 Should a mobile subscriber or Mobile Network Supplier providing preliminary mobile services request an invoice from the Partner itself, the Partner itself shall issue an invoice, including value-added tax, or a corresponding invoice if this is sufficient. If this invoice can only be issued or confirmed in cooperation with ID, ID shall provide the Partner with appropriate support. This may be the case in particular

if the mobile subscriber wishes to claim back the value-added tax from the tax authorities, or if a Mobile Network Supplier requests proof of value-added tax.

### 7. Special billing terms

7.1 In particular, Mobile Customers may be billed via so-called "web billing", "WAP billing" or premium SMS or MMS. Premium SMS and MMS messages are sent to Service portals that are identified through so-called "short codes" (as defined by the TKG) on the respective mobile network.

7.2 ID's Mobile Services comprise the delivery and collection of incoming traffic for the Partner. In this context, ID provides Service Providers who wish to supply Mobile Customers with the aforementioned Mobile Services the joint use of access points via the billing accesses assigned by ID (e.g., short codes). The Partner shall therefore accept that, according to the legal nature of the ID Mobile Services agreed here as a Service contract, the Mobile Network Suppliers do not make any guarantee or promise of successful transmission within the scope of this Contract and that delivery is subject to a capacity limit.

7.3 The Partner acknowledges that the payment process for Mobile Customers requires that the latter use SIM cards and mobile devices issued by a German mobile network operator for these Mobile Services, or that they enter their respective mobile telephone numbers in the web application (Mobile Services Web) and the respective mobile network operator supports this type of payment.

7.4 ID Customer Service may verify the availability of services and, where necessary, service passwords. ID is entitled to assign all incoming transactions to the Partner where such transactions are identified by a Service and, where applicable, the Service password. The Partner's rights of use to the Service shall cease upon termination of the present Contract.

7.5 Unless otherwise agreed in writing, premium SMS messages must be sent exclusively via the gateway used by ID as part of its services to Mobile Customers. The Partner shall agree that, in the event that the traffic is forwarded to the Partner, the Mobile Customer's sender MSISDN shall be encrypted by ID and/or the gateway operator such that any further use of customer data using the MSISDN or a token is excluded.

7.6 In addition to the supply of traffic, ID shall also charge the respective Mobile Network Supplier the fee for these transactions ("Provider Remuneration") in its own name but on the Partner's behalf, and shall pay the Partner's proportional remuneration from the payments received. The Parties agree that ID shall bear neither the risk for the receivables nor any risk whatsoever for bad debts.

7.7 The Partner acknowledges that the Mobile Network Suppliers make the supply of Service traffic and the payment of provider remuneration dependent upon prior dispatch of the Service description, particularly for individual services and subscription services, as well as upon their prior authorisation. ID therefore exclusively provides its Mobile Services upon a positive assessment and approval

## General Terms and Conditions Mobile Services

of the Partner's Services provided through ID and the Mobile Network Suppliers. ID shall not be obligated to provide these Services with respect to new or modified Mobile Services provided without the consent of the Mobile Network Suppliers. The respective request for modification must be submitted to ID in the form set out in the Service specification, which ID then passes on to the Mobile Network Supplier for approval. If ID or the Mobile Network Suppliers have no objection to this Service specification, this shall not be taken as an endorsement of the Service and particularly not as any statement or confirmation that this Service will persist without objection in future and/or that it complies with the statutory and/or contractual provisions and/or that it does not infringe upon the rights of third parties. The Mobile Network Suppliers are entitled to inform their customers about these Mobile Services, in whole or in part (e.g., as part of complaints).

7.8 Billing by means of Mobile Services shall be subject to different maximum amounts specific to the Services and Mobile Network Suppliers. ID may verify these amounts for the respective Mobile Services application at any time during normal business hours.

7.9 Only digital goods and services may be billed through digital transmission paths, in particular via mobile internet and fixed-line internet connections, by Mobile Services as set out in this Agreement.

7.10 The Partner acknowledges that, regardless of the type of Mobile Services used, billing by means of the Services is only intended for the payment of digital goods. Against this backdrop, the Partner shall ensure that Mobile Services are used exclusively for the execution of payment transactions via a telecommunications, digital or IT device in which the goods or services are delivered to and are intended for use by a telecommunication, digital or IT device if and insofar as the operator of the telecommunications, digital or IT system or network is not exclusively engaged as an intermediary between the payment Service user and the supplier of the goods and services. The aforementioned scope of application is determined by law and is therefore a prerequisite for the use of the product (cf. Sec. 1 Para. 10 No. 11 of the German Payment Services Supervision Act [*Zahlungsdienste-Aufsichtsgesetz* – ZAG]). In the event of an infringement, ID shall be entitled to extraordinarily terminate the Contract, whereby other termination rights under this Contract remain unaffected, as do any claims for damages asserted by ID relating to this violation. The Partner shall indemnify ID against third-party claims asserted against ID relating to the billing of non-digital goods and shall do so at first request.

### 8. Responsibility and content of Services

8.1 Responsibility for the content, use and application of Mobile Services with respect to Mobile Customers shall lie exclusively with the Partner. The Partner shall ensure that the information, content and Services are legitimately and, in particular, lawfully provided and that such information, content and Mobile Services comply with

the regulatory requirements. In particular, the Partner shall ensure that the information and Services it offers do not violate the German Act Against Unfair Practices (*Gesetz gegen den unlauteren Wettbewerb* [UWG]), the TKG, the German Telemedia Act (*Telemediengesetz* [TMG]), the German Telecommunications Numbering Ordinance (*Telekommunikations-Nummerierungsverordnung* [TNV]) or any personal, copyright, patent, trademark, performance protection or other third-party rights, criminal provisions, child protection legislation or other rules of conduct (e.g., Codes of Conduct pursuant to Section 8.7). Information and services that may qualify as posing a serious moral danger to children and young people or as impairing their physical, mental or emotional welfare may only be provided if effective access controls are in place so as to prevent the possibility of use by minors. With respect to foreign distribution, the Partner shall be solely responsible for complying with the applicable local statutory regulations.

8.2 The Partner shall not be entitled to use trademarks or other intellectual property rights and logos of ID, the Mobile Network Suppliers or any affiliated companies without the express prior written permission of the rights holder.

8.3 The Partner shall render its services within the prescribed time limit or provided that no performance times are agreed immediately upon receipt of a corresponding request.

8.4 The Partner shall undertake not to disseminate, allow the dissemination of or refer to any information or other content where it is aware that this content may be used to invite scorn with respect to ID, the Mobile Network Suppliers or other partners of ID's identifiable as such, including any companies affiliated with any of the aforementioned parties, to disparage their reputation and/or standing or to significantly act against their interests.

8.5 The Partner shall undertake to ensure that the content and Mobile Services it offers to Mobile Customers comply with the recognised standards of network operators. Upon request, ID shall inform the Partner of these standards. In the event that the network operator amends these standards, the Partner shall undertake to take such amendments into account. The Partner shall review these standards on a monthly basis to keep abreast of any amendments. The Partner shall refrain from circumventing the safety features of the systems of ID, the Mobile Network Suppliers or other third parties, as well as from otherwise using the Services provided by the same in abusive manner, from attempting such circumventions and misuse and from assisting third parties in their own attempts to do so. The Partner shall not use any equipment or run any applications that result in or may result in damage to the equipment of ID or its suppliers, in particular by modifying the physical or logical structure of the servers provided by ID or networks involved in the transfer. Within the scope of the Services offered, data may only be transmitted in

accordance with the specifications set out by ID and the data protection regulations. The Partner shall carefully safeguard and keep confidential any and all passwords or other access numbers that entitle the Partner to use a Service in order to avoid misuse. The Partner shall have ID change its password immediately as soon as it has reason to suspect that this password is being abused. If third parties avail themselves of contractual Services involving the use of confidential access data, the Partner shall face the same obligations as are in place for its own use. This shall apply in particular to the obligation to pay. For data stored on a server, backups must always be maintained and kept up-to-date. The Partner must immediately report clearly recognisable defects or damages.

8.6 The Partner shall undertake to fulfil its general obligations to inform – in particular those set out in Sec. 5 et seq. TMG. The relevant necessary information must be made available, not only when using premium SMS/MMS/WAP services. Furthermore, the Partner shall comply with its special obligations to inform pursuant to this Contract and any special terms and conditions.

8.7 Furthermore, the content of the Mobile Services must comply with the current codes of conduct a) of the Deutscher Verband für Telekommunikation und Medien e.V. ("German Telecommunications and Media Association" – DVTM); b) of the mobile service provider for the protection of minors in mobile communications; c) of the mobile service providers and others, including ID, on premium SMS and MMS services and other mobile services ("Code of Conduct"); and d) the regulations, decrees, decisions and any other relevant provisions issued by the BNetzA. a) to c) shall hereinafter be collectively referred to as "Codes of Conduct".

8.8 The Partner acknowledges that the content of the aforementioned provisions is binding. The currently valid versions of the Codes of Conduct may be requested in writing from ID, with the exception of the DVTM code. The DVTM code is available for download as a PDF (German) on the DVTM's website. The Partner shall be informed of any changes to these Codes of Conduct regularly, but no less than once per month. Furthermore, the Partner shall be obligated to comply with additional rules of conduct jointly agreed with market participants, including any future rules of conduct, upon receipt of corresponding notification from ID.

8.9 The Partner shall undertake not to transmit any viruses, chain letters or other harassing or unsolicited messages, items or other services not requested by Mobile Customers in connection with the services provided by ID (prohibition of spamming). This shall apply in particular to unsolicited advertising, unsolicited messages to private individuals and unethical enticements. Should ID become aware that content or services are being used by the Partner in a manner violating the provisions set out in Section 6 of these T&Cs, ID shall be legally obligated to take immediate measures to prevent any future infringement. The same shall apply

## General Terms and Conditions Mobile Services

mutatis mutandis if ID is obligated to cease and desist within the context of a breach of its duty of care. The Partner shall ensure that all incoming premium SMS/MMS messages from Mobile Customers intended for publication (e.g., in chat rooms) are automatically checked using a bad word list and for operator-based criminally impermissible content (e.g., content that incites violence, that is sexist or harmful to young people), and that, in the event of impermissibility, such content shall be filtered out.

For WAB and web-based subscription services, the Partner shall ensure that additional information on the term, billing intervals/number of transactions per time unit and the total price of the Service is permanently and clearly legibly displayed on all transaction windows. The respective T&Cs of the Partner must be confirmed by Mobile Customers by entering "OK" in a corresponding text box, where such T&Cs are required to contain provisions setting out the options for terminating the subscription to the Service.

The Partner shall ensure that WAP and web-based subscription services are only provided to legally competent mobile subscribers. If the content exhibits characteristics of endangerment to minors, the Partner shall implement an age verification system that ensures effective identification and authentication and that has been reviewed and approved by the Commission for the Protection of Minors in the Media (*Kommission für Jugendmedienschutz* [KJM]) or the Voluntary Self-Monitoring of Multimedia Service Providers (*Freiwillige Selbstkontrolle Multimedia-Diensteanbieter e.V.* [FSM e.V.]) prior to implementation.

The Partners may not permit Mobile Customers on the Vodafone network, whose express approval has been granted for the sending of promotional text messages, to receive more than three (3) SMS messages per calendar week and per MSISDN or token and more than a total of six (6) SMS messages within any three-week (3-week) period. In this context, promotional text messages are those messages whose express purpose is to encourage Mobile Customers on the Vodafone network to undertake additional transactions. Upon the expiry of that period, the Partner shall be expressly forbidden from sending additional promotional text messages to Mobile Customers on the Vodafone network.

Permissible promotional text messages shall be provided with pricing information in compliance with the statutory and contractual requirements.

8.10 For chat services, the Partner shall ensure there is no risk of the incorrect impression being made that the chat partners of end customers are persons who, like the customer, engage with these services as part of a private interest in communication. The Partner must clearly inform end customers that the person with whom they are communicating is acting on behalf of the chat provider. Deceptive measures to that effect, such as the offering to meet in person, being labelled a "supervised service", "moderated chat" or "no live meetings", are not permitted. The

same already holds for all advertising and welcome SMS messages.

The Partner shall ensure that its moderators refrain from doing anything that might give chat partners the impression of being interested in real meetings or contact. It shall undertake to take appropriate measures to regularly review compliance with this obligation by the moderators employed.

8.11 The Partner shall immediately notify ID in writing of any change to its company name, registered office, billing address, bank details and its legal status. It shall furthermore provide information on its general tax identification number and any changes thereto. If and insofar as the BNetzA has issued regulations on the contractual products (e.g., for short codes), the Partner shall submit to ID all necessary information on the use and users of short codes and/or its Mobile Services and shall do so immediately and on its own initiative so that ID is able to meet its obligation to inform the BNetzA. Statutory fines and penalties due to delayed notification or violations of the conditions and assignment regulations set by the BNetzA shall be borne by the Partner.

8.12 If incoming premium SMS/MMS messages or transactions are forwarded with a view to pursuing the Partner's objectives, the Partner shall undertake to immediately inform ID of any change to its stated objectives, any change of its access operator or termination of its access in order to ensure it may avail itself of these connections and/or to be able to prevent abuse. The Partners shall ensure that the holder of these objectives agrees to their use by the Partner.

8.13 The Partner shall undertake to take all measures necessary to monitor content and Mobile Services. For its part, ID shall be entitled but not obligated to review the content and Mobile Services offered by the Partner for their consistency with the content and Mobile Services set out in the concluded Contract governing the use of Mobile Services and the applicable General and Special Terms and Conditions. The Partner shall take all reasonable measures to allow for the detection of defects, damages and their causes. With respect to any requests or enquiries regarding the services and/or the advertising of such where such enquiries appear legitimate, ID may refer such enquiries to the Partner and disclose the Partner's identity and address to the enquiring party. The Partners shall provide ID with all documents and records required to review this content upon first request. If a central list of all Mobile Services rendered with the respective providers is being compiled by the BNetzA or other authorities, ID shall be entitled to compile the necessary information on the Partner and to pass this information on. The Partner shall furthermore undertake to immediately inform ID of any conspicuous use of the Service.

8.14 The availability of the Mobile Services and content offered by the Partner must be 98.5 per cent per calendar month unless otherwise stipulated in the

applicable Special Terms and Conditions or pursuant to a separate written agreement.

8.15 In the event that the Partner's Services and content contravene statutory prohibitions or common decency, the Partner shall be liable for reimbursing ID for all damages resulting therefrom, whether direct or indirect, as well as for any pecuniary damages. If claims are made against ID by third parties on the basis of the Services offered by the Partner or as a result of the Partner's violation or neglect of its performance obligations arising from this Contract, within the scope of the contractual relationship the Partner shall indemnify ID against these claims upon first request and shall immediately submit all information to ID that ID deems necessary to mount a legal defence. To the best of its efforts, the Partner shall provide ID with support in this defence, and shall provide a security deposit for possible additional claims that may arise as a result of these claims being brought against ID where such claims are already foreseeable (e.g., legal costs, related claims by third parties in similar cases, etc.). Third-party claims and any claims for damages shall therefore be passed on directly to the Partner. These provisions shall survive the termination of this Contract if and insofar as the claims asserted by third parties concern Services rendered during the contractual term or are closely related to such Services.

8.16 If ID is in possession of sufficient evidence that the Partner has failed to fulfil its obligations specified in Section 8 of these Mobile Services T&Cs, without prejudice to any other rights, ID shall be entitled to block Services or access and/or to extraordinary termination of the Contract governing the use of Mobile Services in conjunction with all General and Special Terms and Conditions if these measures are not disproportionate to the violation given the circumstances of the individual case. Sufficient evidence shall be deemed to exist in particular where an increasing number of complaints are received about the Service or other facts that represent a manifest breach of a Code of Conduct pursuant to Section 8.7 and/or the applicable law, such as sending unsolicited advertising, in particular by telephone, fax, SMS or email. In the event that the Service is blocked due to the existence of the aforementioned prerequisites, claims for damages asserted by the Partner against ID shall be excluded unless an instance of unauthorised blocking is attributable to gross negligence or intent on the part of ID. This shall also apply to the personal liability of ID's staff, other workers, employees, governing bodies, representatives and vicarious agents.

8.17 If ID is required by a court of law and/or a legal basis to block Mobile Services or telephone numbers, ID shall fulfil this obligation without the Partner deriving any rights against ID as a result. ID shall immediately inform the Partner once ID has decided to block the Partner's Services or undertake similar measures. If and insofar as the Service provided by the Partner is substantially affected by a court judgement, an enforceable administrative

## General Terms and Conditions Mobile Services

order, a legislative amendment or a contractually agreed requirement posed by a Mobile Network Supplier or a mobile network partner, the Partner shall take the resultant findings and/or consequences directly into account with respect to its Services.

8.18 The Partner acknowledges that the Mobile Network Suppliers are also able to block the short code in question, including any additional short codes assigned to ID in the event of misuse of the Services, in particular premium SMS messages (e.g., including spam SMS messages). In the event of such misuse causing a block, the Partner must bear the total losses incurred as a result and indemnify ID pursuant to Section 8.14.

8.19 Upon request, the Partner shall ensure that end customers immediately receive an invoice receipt listing the Service Provider (subject to value added tax) as well as the Services rendered by the Partner (in accordance with Sec. 3 Para. 11a Sentence 3(2) of the German Value Added Tax Act [*Umsatzsteuergesetz* – *UstG*] and Art. 9a Para. 1(b) of the Council Implementing Regulation (EU) No 282/2011). If necessary, ID shall provide the Partner with the names of those involved. The form of this invoice receipt is generally up to the Partner, provided that the confirmation satisfies the fiscal requirements. The Partner acknowledges that Mobile Network Suppliers have reinforced the obligation under this section with contractual penalties. Reference is made here to Section 8.20 below.

8.20 The Partner is expressly made aware of the fact that Mobile Network Suppliers have made failure to comply with the contractual provisions subject to substantial contractual penalties, in particular those provisions set out in Section 8 here and the “General Notice Obligations” pursuant to the Annex to the Mobile Services T&Cs. Depending on the violation and the Mobile Network Supplier, these contractual penalties amount to up to 50,000.00 euros per infringement under preclusion of a plea of continuation of the violation. The Partner and ID shall therefore agree that the Partner shall pay ID a contractual penalty of up to 50,000.00 euros for each instance of infringement upon contractual obligations and for each Mobile Network Supplier under preclusion of a plea of continuation of the violation. The aforementioned contractual penalty shall only be payable if ID itself is prompted to pay contractual penalties by the Mobile Network Supplier. ID’s assertion of claims for damages shall remain unaffected.

### 9. Services und obligations of the Partner

9.1 The Partners shall provide ID with a detailed Service description for any new or modified Services at least one (1) month prior to the start of Service provision and shall do so in writing. In coordination with each Mobile Network Supplier, ID may establish the information required for this purpose, as well as the format of such information, and shall pass on the Partner’s information to the Mobile Network Suppliers.

9.2 The Partner shall undertake to actually provide the Service specified in the Service description. The use of a Service shall not be permitted if the offer available to Mobile Customers is fake or encourages them to initiate a paid transaction without them receiving anything in return. With respect to the contractual Mobile Services, the Partner shall undertake to only offer, advertise and bill for content that meets the requirements set out in these Mobile Services T&Cs.

9.3 The Partner shall not be entitled to resell ID’s Services to other Service Providers without the written consent of the ID Executive Board. However, the Partner may engage vicarious agents for the purpose of providing its Services and/or may additionally purchase value-added Service content from third parties.

9.4 In its Service proposal to Mobile Customers, the Partner shall clearly indicate that a Contract governing the provision of the Service shall be concluded exclusively with the Partner and it is only the billing for the corresponding remuneration that is undertaken via the Customer’s mobile phone bill or prepaid credit. Accordingly, the Partner shall bear full responsibility vis-à-vis ID for its Services, in particular for their accuracy, completeness and quality.

9.5 The Partner shall undertake to comply with the “General Notice Obligations” in the provision and promotion of its Mobile Services; these are attached to these T&Cs as an Annex. Because these may be amended by the Mobile Network Suppliers, ID shall be entitled to modify the General Notice Obligations respectively in accordance with Section 1.9. Upon request, the Partner shall submit to ID specific or any advertising material or measures necessary to be able to monitor compliance with the provisions of this Contract.

9.6 The Partners shall ensure that ID’s Mobile Services are only used for a period of time commensurate with a transaction concluded with the Mobile Customer. The request for payment authorisation must be made directly to Mobile Customers. No separate additional requests for payment authorisation shall be permitted. For subscription services, the Partner’s respective subscription shall be cancelled in full after a maximum of three (3) failed billing attempts.

9.7 For subscriptions, once the Service has been requested and initial confirmation has been received concerning the subscription request, the Partner shall regularly deliver the Service ordered to the Mobile Customer. The delivery of Services with more than one billable event per week shall require explicit approval by ID and the network operator. Subscriptions must be terminable by the Mobile Customer at any time without notice. The subscription fee may not exceed EUR 50.00 per MSISDN or token/value-added Service per calendar month. For subscription Services, posting intervals may not exceed a period of one (1) calendar month and may not be less than seven (7) days.

9.8 The Partner shall render the respective Service immediately upon receipt of the positive confirmation from ID that payment has been processed. The

availability of Services must demonstrate an average 24-hour availability of at least 99.8 per cent per calendar month for the Services provided by the Partner as specified in the Service description. The Partner shall undertake to create and maintain the necessary conditions for this purpose and to do so at its own expense. Where applicable, downtime in the ID Service platform used by the Partner shall be taken into account in favour of the Partner.

9.9 The Partner may only provide so-called “telecommunications-based services” with respect to the contractual Services and any Service passwords used. Services conducive to billing for goods other than digital goods or in exchange for no consideration shall not be permitted.

For SMS/MMS Services that are not generally classified as “telecommunications-based services” pursuant to the above provision or as a Service as defined by Section 7.7 and/or that have not been approved by the Mobile Network Supplier or ID prior to commencement or implementation – including in case of registration pursuant to Section 7.9 – but are nevertheless executed, the Partner’s claim for ID to reimburse the Partner’s payment share to be collected or already collected by the Mobile Network Suppliers shall cease to be valid. In addition, in such cases, Mobile Network Suppliers or ID may request the immediate cessation or termination of Service.

9.10 In the event that non-event-based value-added services (basic prices) are billed, e.g., billing for access authorisations, the first basic price shall be billed at such time as the first provision of Service.

9.11 The Partner shall use any MSISDN or token allowance provided exclusively for billing purposes. Any other use, e.g., for advertising purposes shall be excluded if and insofar as no express prior consent has been verifiably granted by the end customer.

### 10. Complaints processing and legal action

10.1 When handling customer complaints, invoice objections or other requests, if instructed by the Partner, ID shall maintain a hotline subject to a fee and shall process customer enquiries and complaints. If the Partner does not instruct a hotline to be maintained, the Partner shall maintain this hotline itself. The Partner shall provide ID with verification that Services are being provided to Mobile Customers by the Partner; it shall furthermore provide verification of the extent to which such Services are provided and shall submit this information for verification upon first request. In the event of an increased volume of complaints received (more than 20 requests/month), ID shall no longer be obligated to continue to provide hotline services for the Partner, regardless of its instruction to do so. In this case, the Partner shall provide this Service itself as of the start of the subsequent month.

10.2 The Partner must take all reasonable precautions and measures to keep the number of complaints and enquiries by Mobile Customers as low as possible. ID

## General Terms and Conditions Mobile Services

may immediately refer end customers of the Partner's or the Partner's reseller to the designated contact points for further processing of any enquiries or complaints concerning the Partner's Services if and insofar as ID is unable to provide the end customer with sufficient or any information on the basis of the information and data provided by the Partner.

Taking into account the data protection regulations, ID shall be entitled but not obligated to inform the end customer of the Partner's contact points by means of suitable media (e.g., a transactional SMS message) and to likewise forward this information to the preliminary service providers and Mobile Network Suppliers.

Furthermore, the Partner shall undertake to designate a contact person for further clarification of questions with ID in the event of customer enquiries and complaints, including their telephone number and email address. This contact person shall be contacted exclusively by ID's employees or vicarious agents.

Mobile Network Suppliers are entitled to charge a lump-sum expense allowance of up to a net amount of 30.00 euros for each enquiry or complaint made in writing, by telephone or by other means. The Partner shall reimburse ID for these costs, as well as for costs incurred by ID from incoming complaints or calls regarding the Partner's Services.

10.3 ID shall create footers in letters and faxes, as well as electronic signatures and email disclaimers at its own discretion and shall use additional information made available to it by the Partner for this purpose; for example, chief executive officer, company location (country, city/town), commercial register information, value-added tax identification number, etc.

10.4 With respect to complaints made by Mobile Customers, the Parties shall agree to a courtesy limit of a gross contested amount of up to 25.00 euros per mobile telephone number and billing period. Up to this amount ID and the Mobile Network Suppliers shall be entitled at their own discretion to take all measures and agreements with the Mobile Customer, in particular to grant deferrals and discounts and to conclude out-of-court settlements. The Partner shall reimburse ID for the costs incurred as a result, as well as those costs asserted to ID by the respective Mobile Network Supplier and the respective outstanding amount. The Partner shall bear the economic consequences of such measures. This shall entitle ID to offset any resulting amounts with its ongoing payments to the Partner. Furthermore, ID shall be entitled to issue a full credit note for receivables if ID acknowledges that the objections raised by the end customer are justified. Finally, ID shall be entitled to put further enquiries to the Partner regarding the content of the respective Mobile Service. If the Partner does not respond to these enquiries within two (2) business days, ID may completely credit any reclaimed receivables for the Service in question. The Partner shall reimburse ID for the costs incurred as a result, as well as those costs asserted to ID by the respective Mobile Network

Supplier and the respective outstanding amount. The Partner shall bear the economic consequences of such measures. This entitles ID to offset any resulting amounts with its ongoing payments to the Partner.

10.5 ID may employ third parties to process the Services.

10.6 Upon request, the Partner shall make its best efforts to assist ID or the Mobile Network Suppliers in processing receivables from the Mobile Customers. The Mobile Network Suppliers and ID shall be entitled to inspect the Partner's relevant commercial documents in order to verify the enforceability of the receivables assigned to the Mobile Network Suppliers.

10.7 The Mobile Network Suppliers engaging in legal proceedings shall require the prior consent of the Partner. ID may grant its approval in its own name but on behalf of the Partner. In this case, upon request, the Partner shall undertake to provide ID with the funds likely required for the complaint and/or legal action brought forward by the Mobile Network Suppliers (court and legal fees) as a one-off advance payment. The same shall apply if ID itself is to conduct legal proceedings brought forward on behalf of the Partner.

10.7.1 If the Partner does not supply this advance payment, ID shall not be obligated to provide this advance payment to the Mobile Network Supplier from its own resources and may refuse to grant its consent to the legal action. In this case, the Mobile Network Supplier shall be entitled to regard the receivable as non-existent on the basis of the objections raised against it and to therefore issue a reverse charge for the purchase price of the receivable. In return for this, the Mobile Network Supplier shall transfer back the receivable. ID holds irrevocable authorisation to accept this re-transfer in its own name but on behalf of the Partner and shall then in turn transfer this receivable to the Partner to irrevocably receive it. ID shall charge the Partner for the Mobile Network Supplier's chargeback.

10.7.2 With respect to the Mobile Network Supplier and ID, the Partner may not rely on the assertion that a legal dispute with the Mobile Customer was incorrectly decided or that a Mobile Network Supplier carried out the process unsatisfactorily if the Partner is called to participate.

### 11. Sale and assignment for receivables purchasing

11.1 The Partner shall grant ID irrevocable authorisation to offer to Mobile Network Suppliers all payable receivables resulting from the services rendered by the Partner for Mobile Customers of the respective Mobile Network Supplier's in its own name but on behalf of the Partner ("Commission"). The Mobile Network Supplier shall accept the purchase offer by means of the respective transaction or monthly settlement with ID.

11.2 The Partner shall hereby grant ID irrevocable authorisation to assign payment claims purchased pursuant to Section 11.1 to the respective Mobile Network Supplier in its own name but on behalf of the Partner. The Partner shall hereby furthermore grant ID irrevocable authorisation to assign all other rights and

claims arising from the contractual relationships between the Partner and the Mobile Network Supplier's Mobile Customers in its own name but on behalf of the Partner, in particular any independent rights, any dependent rights incidental to the Contract that are not of a highly personal nature, and any claims for compensation asserted by the Partner against the Mobile Network Supplier's Mobile Customers, including the collateral pledged for this purpose if and insofar as these serve the respective implementation of the claims for payment sold. If and insofar as any rights incidental to the Contract remain with the Partner thereafter, the Partner shall obtain the consent of the Mobile Network Supplier via ID prior to exercising such rights; alternatively, it may exercise these rights at the requests of the Mobile Network Supplier.

11.3 ID has already stated in the contracts it has concluded with Mobile Network Suppliers that the Mobile Network Suppliers agree to this assignment.

11.4 Furthermore, in addition to the aforementioned statements, ID shall be entitled to receive the statements of Mobile Customers, Mobile Network Suppliers and/or other third parties for the Partner in its, ID's, own name but for the Partner's account.

11.5 The Partner shall be liable for the legal validity and freedom from pleas, objections and other rights of Mobile Customers (such as supplementary performance, reduction, withdrawal, rescission, compensation, etc.) as well as the transferability of claims.

11.6 Only those receivables of the Partner's from the previous purchase of receivables that correspond to the Mobile Network Suppliers' maximum possible amounts shall be recorded and billed. These can be obtained from ID. The minimum amount of a purchased receivable is 20 euro cents. If this amount is exceeded, the Mobile Network Suppliers shall not purchase the receivables on a pro rata basis.

11.7 At the request of ID, the Partner shall undertake to take all necessary actions to ensure ID is able to bill and collect remuneration pursuant to the provisions of this Contract. Specifically, the Partner shall undertake not to carry out any billing or collection measures unless the purchase or collection of the receivable is ultimately and genuinely refused by the Mobile Network Supplier or it is a case corresponding to the stipulations of Section 6.10 of these Mobile Services T&Cs.

### 12. Remuneration, billing and treatment of value-added tax

12.1 The receivables resulting from the Partner's provision of Services to the Mobile Customer shall be billed by the Mobile Network Suppliers to the Mobile Customer, generally designating the Partner on the end customer's bill as third-party services. In doing so, the receivables incurred as a result of using the Services are disclosed to the Mobile Network Supplier as a gross amount with no statement of value-added tax on the Mobile Customer's bill (so-called gross billing). The receivables sold by the

## General Terms and Conditions Mobile Services

Partner to the Mobile Network Supplier via ID shall be compiled in their gross amounts (without any statement regarding value-added tax) and billed by offsetting the fee for ID owed to the Mobile Network Suppliers.

12.2 When handling value-added tax, the following should be noted: ID shall be considered a responsible provider of other services to end customers as defined by Sec. 3 Para. 11a UStG. Consequently, ID must pay the tax authorities the value-added tax resulting from the provision of the Service to end customers. Accordingly, ID shall declare the VAT as its own and shall pay this to the tax authorities. With respect to the Partner, in providing other services ID acts in the manner defined by Sec. 3 Para. 11a Sentence 2 UStG pursuant to Sec. 3 Para. 11a Sentence 4 UStG. The value-added tax passed on to ID from the Mobile Network Suppliers through the gross billing process shall therefore not be passed on to the Partner. All proposal (Contract) charges are therefore net charges and are normally understood to be amounts plus value-added tax at the statutory rate.

12.3 If and insofar as the purchase price for receivables is charged back by the Mobile Network Supplier, or the Mobile Network Supplier issues an invoice to ID for increased costs for complaint management due to the content of the Services, ID may assert claims for payment to the Partner for these chargebacks and costs. In this case, ID shall be entitled to offset any chargebacks and costs against payments yet to be transferred to the Partner.

12.4 If the chargebacks of the Mobile Network Suppliers are not clearly attributable to a single Service Provider or an individual receivable despite due care being exercised by ID and for which ID is not culpable, ID may assign the chargebacks to the Partner pursuant to Sec. 315 BGB, i.e., normally proportionate to its share of the total turnover (underlying the Services rendered by all ID Partners). This may be the case in particular if the Partner uses a short code (with Service password) together with other Service Providers.

### 13. Force majeure

13.1 ID shall be released from its duty of performance in cases of force majeure. Force majeure means any unforeseeable events and those events whose effects on the performance of the Contract are not attributable to either Party.

13.2 In particular, these events include industrial actions, including in third-party businesses, interruptions to the power supply, official measures and interruptions to the cable network.

### 14. Fault elimination and guarantee

14.1 In the event of disruptions to the mobile network, ID shall take all technical and operational measures possible to immediately remedy this with the Mobile Network Suppliers. If the disruption is attributable to the Partner or if the Partner reports a disruption that does not in fact exist, ID shall be entitled to charge the Partner for the reasonable costs typical of the market that were incurred by the former through its troubleshooting, error

resolution and fault elimination efforts, and may pass on the costs claimed in this regard by the Mobile Network Suppliers or other third parties involved in Service provision.

14.2 ID shall ensure that its Services are rendered in accordance with the recognised and standard state of the art and in compliance with all applicable safety regulations. The system availability (including the SMS gateway used) shall be 98.5 per cent per Service and per year. Claims regarding poor performance shall be excluded if and insofar as ID has resolved the disruption within the business day following the day on which the disruption was reported. Other claims for delays, in particular claims for withdrawal, shall be prohibited unless ID has acted with wilful intent or gross negligence and the deadline or quality have not been warranted.

14.3 The Partner acknowledges that ID's Services are only rendered in accordance with the provision and availability of mobile networks by Mobile Network Suppliers and/or the transmission paths provided by third parties. As such, ID can make no guarantees as to the constant availability of these mobile networks and transmission paths, and therefore cannot make any guarantees as to the constant availability of the provision of its Services. If and insofar as no prohibition of assignment precludes it, ID shall assign the guarantee claims against third parties relating to interference with this Contract to which it is entitled in this respect and shall do so in proportion to the total receivables of the Partner's; the Partner shall accept this assignment.

14.4 Due to the technical and operational options with respect to mobile networks and depending on the technical network distribution conditions (e.g., radio shadow), it must be expected that a suitable mobile connection will not always be available in all locations and on all mobile devices.

14.5 The Mobile Network Suppliers on the one hand and ID on the other shall be entitled to make changes or modifications to their networks and/or technical facilities and the Services offered therein at all times if these are justified by technical reasons or changes in standards or if it will improve the network. Any restrictions associated with the above (such as a temporary suspension of the network or the Service offered) shall not result in any liability claims on the part of the Partner.

14.6 ID shall perform planned maintenance work, including installation and renovation work outside of peak hours or rush hours where this is technically feasible. A daily maintenance window from 2:30 am to 5:00 am shall be agreed between the Parties for this purpose. ID shall inform the Partner of the type and scope of maintenance work at least five (5) working days prior to performing scheduled maintenance if and insofar as this work is being performed outside of the agreed maintenance window. These windows are necessary to allow for the high quality and reliability required by the Partner, as well as to be able to perform hardware and software updates. These

windows are already reflected in the calculation of the remuneration.

### 15. Liability

Unless otherwise agreed by the Parties in the proposal, the following shall apply with respect to ID's liability:

15.1 If claims are made against the Partner by its own customers for pecuniary damages resulting from a Service provided by ID as a provider of publicly available telecommunications services and for which ID is responsible in its internal relationship to the Partner and where such damages are not intentional, ID shall be held liable up to a maximum amount of 12,500 euros per customer of the Partner's. In the event that liability for damages arises from a single act or single event causing damage for several of the Partner's customers where such damages were not intentional, ID's liability for damages shall be limited to a maximum total amount of 10 million euros without prejudice to the limit imposed in the preceding sentence. Should the compensation to be paid to several of the Partner's customers for damages resulting from the same event exceed this maximum limit, such compensation shall be reduced by the proportion of the total amount of all claims for damages to the maximum limit. This limitation of liability pursuant to the preceding sentences in Section 15.1 here shall not apply to claims for compensation for damages resulting from the delay of compensation payments. To clarify, it is expressly stated that ID shall consider the Partner an end user as defined by the German Telecommunications Act.

15.2 For other damages (e.g., damage to property or pecuniary damages not related to ID's performance as a provider of publicly available telecommunications services), regardless of the legal basis, ID shall only be held liable for culpable violations of material contractual obligations in a manner that endanger the purpose of the Contract or if the damages are attributable to gross negligence or wilful intent. Material contractual obligations are those obligations that must be fulfilled for proper execution of the Contract and on whose compliance the Parties may regularly rely. If such a material contractual obligation is culpably violated in a manner that is not grossly negligent or intentional, liability shall be limited to the amount of typically occurring contractual damages reasonably foreseeable at such time as the Contract is concluded. Foreseeable damages shall be set to a maximum amount of 12,500.00 euros.

15.3 ID's liability for guaranteed features or personal injury, as well as its liability pursuant to the provisions set out in the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected by the provisions set out in Section 15 of these Mobile Services T&Cs.

15.4 If and insofar as ID's liability is excluded or limited, this shall also apply to the personal liability of ID's staff, other workers, employees, governing bodies, representatives and vicarious agents.

## General Terms and Conditions Mobile Services

### 16. Data protection and confidentiality of telecommunications

16.1. As a provider of telecommunications services, ID shall uphold the provisions of the German Federal Data Protection Act (*Bundesdatenschutzgesetz* [BDSG]), TKG, TMG, UWG and those in place to protect the confidentiality of telecommunications.

16.2. The Partner shall likewise undertake to uphold these provisions and shall inform and commit its employees accordingly.

16.3. Similarly, any statutory provisions concerning the protection of personal data or telecommunications that may enter into force in future shall also be complied with.

### 17. Contractual term, termination and amendments

17.1 This Contract shall enter into force at such time ID grants its written acceptance and unconditional confirmation, or otherwise by activation once the proposal has been approved. In the event that ID activates the Service prior to this date at the Partner's request, the Contract shall be deemed to have entered into force at such time as this activation.

17.2 The Contract shall remain in force for the term set out in the proposal. With respect to Services individually agreed, other provisions may be set out. Upon the expiry of the minimum period, the Contract may be terminated with a notice period of one (1) month to the end of the month unless expressly stipulated otherwise in the proposal or individual agreements. The right to termination for good cause shall remain unaffected. In the event that only specific Services are terminated, the Contract on the use of Mobile Services and any other Services agreed shall retain their validity. Notifications of termination must be made in writing.

17.3 Extraordinary termination for good cause shall be permitted in particular if (1.) insolvency proceedings have been applied for or are opened on the Partner's assets, or have been rejected due to lack of assets; if (2.) the Partner repeatedly or sustainably violates its essential obligations as set out in the Framework Agreement regarding its use of Mobile Services, these General Terms and Conditions or the Special Terms and Conditions; if (3.) the requirements set out in Section 8.14 have been met; if (4.) the Partner cannot maintain the availability of its Services (see Section 8.13) despite at least two warnings; or if (5.) the Partner generates less than 5,000.00 euros of gross customer turnover in any one-month (1-month) period through a short code provided exclusively to it – after an initial period of three (3) months as of the start of the Contract. (6.) (e.) Furthermore, ID may extraordinarily terminate this Contract if and insofar as the Mobile Network Suppliers ordinarily or extraordinarily terminate contracts concluded with ID, in whole or in part, where such contracts form the basis for this Contract; or (7.) if the Partner violates Section 8 of these Mobile Services T&Cs, the "General Notice Obligations" pursuant to the annex to these T&Cs; or (8.) Section 2 of these Mobile Services T&Cs. Furthermore, good cause for extraordinary

termination by ID shall exist if the Partner provides false information to ID, a Mobile Network Supplier or Mobile Customers.

### 18. Secrecy, confidentiality

18.1 The Parties shall undertake to engage in a mutual protection of confidentiality. This duty of confidentiality shall include any and all information on the respective other Party and any affiliated companies, as well as information on contractual partners (including potential partners). The Parties shall undertake to ensure that third parties do not gain knowledge of any business secrets. In particular, confidential information and business secrets shall include knowledge of the processes and business methods of the respective other Party and its companies in technical, commercial and other respects. In addition, the contents and conditions set out in this Contract, including its Annexes, shall be protected by this duty of confidentiality.

18.2 This duty shall apply to any and all information and facts, regardless of whether they have been expressly designated as confidential or secret, unless these are considered general knowledge or the Party in question is bound by an official or legal order to disclose such information or the respective other Party has granted its express consent to disclosure of such information to third parties. This duty of confidentiality shall persist beyond the termination of this Contract.

18.3 Confidential documents, including any copies thereof, must be surrendered immediately upon request or upon the expiry of the Contract or, where this is not possible, such copies must be destroyed. In this respect, rights of retention may not be invoked.

18.4 The Mobile Network Suppliers and ID are entitled to process and use the Partner's data if and insofar as this is necessary for the fulfilment of their duties under this Contract and the contracts concluded by and between ID and the Mobile Network Suppliers.

### 19. Final provisions

19.1 Performance generally begins within six (6) to eight (8) weeks as of the conclusion of the Contract, but no later than such time as the respective Mobile Network Suppliers perform their required provision of preliminary services for ID.

19.2 The contractual Services may only be agreed such that they are legally effective if and insofar as the Partner has concluded a Contract on the use of Mobile Services or a framework order.

19.3 Should it transpire that authorisation is required for the use of the Mobile application pursuant to the German Banking Act (*Kreditwesengesetz* [KWG]) and/or the ZAG or any corresponding replacement legislation, ID shall be entitled to the right to extraordinary termination without either Party deriving any additional rights beyond termination. The Parties shall accordingly assume that ID does not bear the risk of any authorisation being required.