

1. Definitions

In the document in hand, the ContentCard® Verlags GmbH shall be named service provider and the wholesale and retail business which uses the services of the service provider on the basis of these terms and conditions shall be named user. ContentCard® is the name for a voucher with a serial number and a PIN to access licence keys for multimedia-based works. Multimediabased works for data carriers are called contents and licence keys are codes for the activation of such encoded contents.

Contents can be all prepaid services such as electricity, gas, water, mobile phone charges, landline charges, charges for the use of Internet and also other prepaid services. Websites are the Internet pages www.contentcard.com as well as <http://admin.contentcard.com>.

2. Field of Application of the Terms of the Contract

2.1. These terms of the contract shall govern the use of the services at www.contentcard.com for the activation of the PIN of a ContentCard® by means of a serial number and the use of the Internet pages <http://admin.contentcard.com> to administer the sales results. There shall furthermore be the option to directly purchase a content and to be connected to the ContentCard system via a HTTPS interface as well as via terminals.

2.2. These terms of the contract shall not involve the supply of contents or the activation of contents through licence keys, for which the respective providers of the contents shall be solely responsible.

2.3. Contradictory or additional conditions to these terms of contract shall not become subject matter of the contract, even when the service provider provides services to the user, without explicitly objecting such terms.

3. Services of the Service Provider

3.1. After registering according to the rules, the user shall receive a password and a user name (access date) with which s/he can access the web sites.

3.2. On the web site www.contentcard.com the user can activate the respective PIN by entering the serial number of a ContentCard®, this enables the

buyer of a ContentCard® to access the licence key for the activation of certain contents.

3.3. On the web site <http://admin.contentcard.com> the user has the possibility to administer his personal data in connection with the use of the ContentCard systems and to view his sales figures.

3.4. The wholesaler as user shall be entitled to enable his retailers to use the web sites in accordance with the terms of this agreement. All use management activities which the retailer undertakes, using the access data assigned to the wholesaler (Section 4.3.), shall take place in the name and for the account of the wholesaler. The wholesaler shall not be granted customer protection; retailers can register themselves for several wholesalers.

3.5. The services of the service provider, pursuant to section 3.1. to 3.3., do not cover a 100% availability of the web sites nor the technical availability of the direct purchase, the HTTPS interface or access to the terminals. However, the service provider shall strive to provide access to the web sites, the technical possibility of the direct purchase, the HTTPS interface as well as the terminals as constant as possible. Especially maintenance, safety or capacity issues as well as events which are not in the sphere of influence of the service provider –'D0 such as breakdown of communication networks, power failure etc. –'D0 can lead to a brief or temporary cessation of the available connection possibilities.

4. Registration, Commitment of the User

4.1. The user shall guarantee that all information given at the registration is true and complete. The user shall be required to instantly inform the service provider of any change of his data.

4.2. The user shall not be entitled to give his access data (password, user name) to third parties temporarily or permanently. If the user finds out that his access data became known to third parties, he shall instantly inform the service provider of this matter; if this is case, he commits himself to promptly organize the blocking of his access. The service provider shall furthermore be entitled to block the access data in the case of peculiarities.

4.3. Retailers who register for a wholesaler, will receive own access data from the service provider, after

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the agreement of the wholesaler, this access data is assigned to the wholesaler. The wholesaler shall make sure and shall be responsible for his retailers to register with the service provider according to the rules of section 4.1. and that they do not misuse their access authorisation to the web sites, and that they especially adhere to section 4.2. The service provider shall be entitled to directly get in contact with the retailer regarding all questions which are connected with the use of the web sites.

4.4.

The user shall commit himself to solely undertake the sales and the supply of licence keys for encoded contents as well as other contents of the contract hereunder via the service provider. No further restrictions of the user when selling contents shall be associated therewith.

5. ContentCards®, Advertising

5.1.

The service provider shall provide the wholesaler with ContentCards® on order. There shall be no right to delivery of ContentCards®. As long as it is not arranged differently in writing, the wholesaler shall be responsible for supplying his retailers with ContentCards®. The service provider shall furthermore be entitled to directly supply the retailers with ContentCards®.

5.2.

The service provider shall regularly inform the users on present contents which can be activated via ContentCards®.

6. Reimbursement

6.1.

Each activation of a ContentCard® or of a different content shall be under the respectively valid prices which can be requested at any time by ContentCard.

The user shall be informed of any price changes by e-mail, four working days before they take effect. All prices shall include the respectively valid value added tax.

6.2.

The settlement with the wholesaler for the activations takes place, as long it is not agreed differently in writing, at the end of each calendar week. For this, the wholesaler shall receive an invoice for all activations made by him, within the billing period or for activations of his retailers allocated to him. Reimbursement shall be payable instantly after receipt of invoice.

6.3.

The invoice for the retailer and the reimbursement of the retailer is solely carried out through the wholesaler.

6.4.

The following terms of payment shall apply (please tick):

- Prepayment through payment of agreed upon sum to service provider.
- The user shall pay the reimbursement at the latest within ...'C9 days after receipt of invoice.
- The user shall give the service provider a direct debit authorisation to charge due reimbursement.
- _____

6.5.

The user shall only be entitled to offset counterclaims if it is an undisputed or legally binding counterclaim. The right for the retention of goods shall only be exercised by the user for claims arising out of this agreement and for undisputed or final and absolute claims.

7. Impairments of Performance

Troubles when using the web sites, with the direct purchase of content, HTTPS interface or with access to the terminals as well as faults in connection with the activation of the PIN of the ContentCard® or other contents shall be removed by the service provider during their business hours from 9 am to 6 pm within a reasonable period of time after notification of failure. The user shall comprehensively document the failure. The following response times for fault removal shall apply:

- In the case of faults connected with the activation of a ContentCard® via HYPERLINK "<http://www.contentcard.com/>", 10 hours from notification of the fault
- In the case of other faults in connection with the use of the web sites 24 hours from notification of fault

8. Liability

In all case of contractual or noncontractual liability of the service provider the following shall apply:

8.1.

For claims arising from negligent breach of duty

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by the service provider or a deliberate or negligent breach of duty by a legal representative or an assistant, resulting in death, injury to body or health, the service provider shall be liable without limitation.

8.2.

In other respects the service provider shall only be liable in the case of the absence of a guaranteed quality and for intention and gross negligence, also for its legal representatives and managers. For faults of other assistants, the service provider shall only be held liable to the extent of liability of slight negligence in accordance with sections 8.3. to 8.5..

8.3.

The service provider shall only be liable for slight negligence, if a duty was breached, whose observance was of particular significance for achieving the purpose of the contract (cardinal obligation).

8.4.

In the case of a negligent breach of a cardinal obligation, the liability shall be limited to damages, whose development can be usually reckoned with within the framework of the virtual activation of a voucher.

8.5.

In the case of gross negligence of a cardinal obligation, the liability per liability case shall be limited to €'DB 10,000.00, per calendar year to a maximum of €'DB 100,000.00.

8.6.

The liability in accordance with mandatory statutory provisions such as the Product Liability Act and the defence of contributory fault shall remain unaffected.

8.7.

A limitation period of one year shall apply for all claims against the service provider for damages, starting with the end of the year in which damage occurred and in which the user noticed the circumstances for the justified claim or should have noticed without being grossly negligent. The statute of limitation shall take effect upon expiry of five years after the damage occurred. The shortening of the statute of limitation shall not apply for a liability for a deliberate act, gross negligence, for personal damages or according to the Product Liability Act.

9. Final Clauses

9.1.

The service provider and the user shall be entitled to cancel this agreement properly and without giving reasons at 3 months'D5 notice. The right

to extraordinary notice of cancellation for good cause shall remain unaffected.

9.2.

All explanations of one party to another party shall be made by e-mail, fax or letter.

9.3.

The invalidity or part of any invalidity of individual sections of these terms of the contract shall not affect the effectiveness of the rest of the terms and of the contract as a whole.

9.4.

Only the law of the Federal Republic of Germany shall apply especially excluding the agreement by the United Nations concerning contracts for the international sale of goods (CISG).

9.5.

Jurisdiction for all disputes arising out of or connected with this agreement shall be Düsseldorf, Germany.

Signature, date (user)

Signature, date (service provider)

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