

General Conditions

1. Services of mobileview

- 1.1. mobileview shall render stipulated services as defined in the corresponding service descriptions.
- 1.2. Concerning the transmission of delivered data to mobileview, it is only in debt to duly assign the data to the corresponding mobile network operators. I.e. mobileview is not responsible for the arrival of SMS properly addressed by it to mobile phone users, as it has no influence on the transmission of messages in the mobile phone networks.
- 1.3. The systems provided by mobileview shall achieve an annual average availability of 99%. In the event that maintenance work is necessary or faults have to be rectified for which the partner is responsible, these outage times shall not be taken into account when calculating availability. Not be taken into account shall furthermore rotational maintenance work, that after the partner has been informed is executed during times with low traffic.
- 1.4. mobileview has set up a support service for rectifying faults in the operation of mobile services, which can be contacted by telephone as follows:
 - on German weekdays 9.00 am – 6.00 pm: 0049 40 53 90 85 40
 - All other times: 0049 170 409 25 65

2. Obligations of the Customer

- 2.1. The Customer shall be solely responsible for its services including all messages transmitted or other contents as well as stored data on its behalf. The terms of this contract including such which arise from the annex, the legal requirements in force as well as the guidelines of the network operators are to be observed by the Customer. The Customer shall undertake in particular not to operate services and/or sent messages which
 - do not comply with legal requirements (in particular national criminal codes, teleservices and media acts),
 - show illegal gambling,
 - are of a racist or discriminating nature or are sexual objectionable,
 - are capable of encouraging or inciting someone to consume dangerous substances,
 - include subjects and topics with pornographic associations and / or objectionable from a moral perspective,
 - are capable of misleading someone with regard to the content or costs of the information available and thus constitute a violation of the competition law currently in force,
 - include advertising, unless the receiver's agreement is obtained with regard to this (in this case however not including advertisements of competitors of the each used mobile phone network operator),
 - represent pull-in messages, as a result which are able to confuse or mislead the recipient of who is the actual sender respectively what are the costs of an offer.
 - may seriously endanger children and adolescents morally; corresponding services/contents may only be offered with effective access controls so that children and adolescents are not able to use such services, this applies particularly for possible separate permitted pornographic services; the particular national regulations are to be observed,
 - breach the interests of mobileview and/or those of concerned mobile phone network operators and/or
 - breach third party rights (e.g. copyrights, proprietary rights).
- 2.2. The systems made available to the Customers use may not utilised for dispatch or transmission of advertising, property or other benefits in violation of legal requirements.
- 2.3. Should the Customer fail to comply with his contractual obligations or if mobileview has the substantiated assumption that such failure has occurred, mobileview shall be at liberty without consulting with the Customer on the matter, to take measures which are in its opinion suitable for preventing such failure in the future. These in particular include the right to warn the Customer to refrain from such failure (if applicable without charging the Customer for this warning) as well as to block the use of systems provided. The Customer is to be notified straight away of the measures taken and the reasons for doing so. The Customer shall comment on the issue within two working days. If there is no response, this shall be regarded as an approval of the measures taken. If a measure is taken, mobileview shall only be obliged to cancel it once the Customer has submitted a judicially enforceable instrument which is final and absolute and which confirms its action as being proper. mobileview may cancel the measure if the Customer furnishes a security which in mobileview's opinion is adequate to exempt it sufficiently from third party claims and its own losses or if in mobileview's opinion the Customer disproves the apprehension of an infringement by adding corresponding records.

- 2.4. The Customer shall exempt mobileview from all actual or asserted third party claims (including contractual penalties of mobile phone operators) which these third parties assert against mobileview as a result of services and/or transmitting messages the Customer is responsible for. mobileview may commit the Customer to judicially avert the requirements at his own expense in accordance with the instructions of mobileview.
- 2.5. The Customer will in each case immediately inform mobileview when it is conceivable that the SMS/MMS volume generated by the Customer will increase substantially (e.g. due to particular advertising effort). The estimated size of the increase has to be added to this information.

3. Fees and payment

- 3.1. Fees shall be invoiced by mobileview at the beginning of each subsequent month and shall fall due 2 weeks after invoice date.
- 3.2. As far as mobileview obtains directly or indirectly services from the network operators or service providers in order to process its service provision (sending SMS/MMS, operating Premium SMS short codes or similar) mobileview may pass the adjustment of prices or pay outs made by the network operators or service providers on the Customer. Fees or payments charged in this way are to be notified by mobileview and shall in each case apply from the following month at the earliest.
- 3.3. The Customer shall not be entitled to offset or withhold any payments in lieu of claims against mobileview unless such counterclaims are not disputed or have become res judicata.

4. Term and termination

- 4.1. The contract comes into effect when signed by both parties and runs for an indefinite time, but for at least six calendar months starting from the beginning of the particular services (initiation of the service account).
- 4.2. The minimum term is also effective for possible, additional services which the Customer authorizes under the terms of this contract at a later time. In this case, the minimum term comes into operation at the day of the first provision of the service.
- 4.3. Unless otherwise agreed, a termination can only occur at the end of the minimum term and with a time limit of one month to the end of the month. The termination of partial services is allowed if aforementioned notice periods are followed.
- 4.4. This shall not affect the right to terminate the contract for good cause without giving notice. The following shall especially apply as good cause:
 - the application to initiate insolvency proceedings, unless cancelled/rejected within two months, or the application to initiate insolvency proceedings in respect of the assets of a party as well as the dismissal of the same due to insufficient assets;
 - The infringement of essential contractual obligations without the need for a warning;
 - payment arrears of more than 4 weeks;
 - Cutoff/termination of services provided by the mobile phone network operators.
- 4.5. mobileview is entitled to terminate the contract all or partly even with a differing notice if the mobile phone operators have terminated or do not attend any longer their corresponding contractual duties. In this case mobileview is obliged to inform the Customer immediately.
- 4.6. Furthermore mobileview is entitled to terminate the contract respectively individual contract services stipulated within this contract at any time by giving a differing notice of 2 weeks if no fix or minimum fees are agreed as charge for the particular attainments of mobileview and less than 10.000 chargeable units/messages (SMS, MMS etc.) are generated by the Customer in a calendar month.

5. Liability and claims owing to defects

- 5.1. mobileview shall be liable as follows:
 - for damage to life limb or health in the case of each negligent act.
 - for other obligation infringements, including those of its vicarious agents for intent and gross negligence, as well as for simple negligence, including in the case of the infringement of essential contractual obligations. Essential contractual obligations are such obligations in violation of those the purpose of the contract could be at risk.
 - in the event of a merely negligent obligation infringement, liability shall be restricted to any foreseeable damage which is typical according to the contract.

Liability shall be limited to 150.000 €, except in the first case. If subject to § 44a Telekommunikationsgesetz (Germany) liability of the Customer would be below that amount, liability of mobileview reduces to this amount.

- 5.2. mobileview shall not be liable for lost profits, savings which have failed to materialise, damages from claims by third parties and other direct and indirect consequential damages. Liability for the loss of recorded data shall be restricted to such damage which would have occurred even with proper, regular data backup.
- 5.3. Any liability by mobileview shall be excluded in the case of insignificant obligation infringements.
- 5.4. This shall not affect the liability of mobileview in respect of product liability.
- 5.5. The period of limitation for claims against mobileview is one year. Compelling legal statutes of limitation and liability such as liability for the assumption of a guarantee, liability for dissembling, deliberate and grossly negligent act, liability for damage to life, limb or health, liability in accordance with the Product Liability Act and the regulations for the purchase of consumer goods remain unaffected.

6. Observance of secrecy and data protection

- 6.1. The contracting parties shall undertake to keep secret for an indefinite period any information received about the contracting party in this contractual relationship. In addition to the company's organisational processes, this shall in particular also apply to any information which is labelled as confidential or which is recognisable as being company and business secrets. They shall not pass any recordings for or messages to third parties, unless absolutely necessary for the purposes of the contract.
- 6.2. Excluded from this obligation to maintain secrecy shall be all information which (i) was generally known at the time of transmission or becomes known afterwards – without the other party being at fault, (ii) was already legally known by the other party at the time of disclosure, (iii) is made known after transmission by third parties without imposition of the obligation to maintain secrecy, where the third party is for its part not obliged to maintain secrecy or (iv) must be disclosed as a result of mandatory legal, official or judicial regulations or ordinances. In the last case the disclosing party must be informed about it in advance in writing. Furthermore, each party may grant permission in writing for information to be passed on.
- 6.3. All business and company documents shall be stored in such a way that third parties cannot gain unauthorised access to them.
- 6.4. The contracting parties shall pass this obligation on to third parties in full, in so far as the latter come into contact with this contract.
- 6.5. As far as mobileview collects, records or uses data on its systems for the Customer, mobileview acts subject to § 11 BDSG within an order-related data processing for the Customer. In this respect the "Annex for commissioned data processing" applies to the parties.

7. Miscellaneous, final provisions

- 7.1. An assignment or charging of rights of this contract which is entitled to the Customer is not permissible.
- 7.2. This contract, including any appendices, contains all provisions of the parties in relation to the subject matter of the contract. Verbal supplementary agreements don't exist. Previous agreements and stipulations regarding the subject matter of the contract shall lose their validity when this contract becomes effective. Changes or amendments to this contract as well as any declarations of intent connected to it must be made in writing to be effective. This shall also apply if the requirement for the written form itself is dispensed with.
- 7.3. Should individual provisions of this contract be or become ineffective, this shall not affect the effectiveness of the rest of the contract. The parties shall undertake to replace any gap occurring as a result of this with an effective provision whose content comes closest to the intended commercial aim and object of the ineffective provision and of the contract.
- 7.4. This contract shall be subject exclusively to the law of the Federal Republic of Germany with the exclusion of the not mandatory international civil law and the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all disputes arising from this contract shall be Hamburg, Germany. mobileview is entitled to accuse the Customer at any other statutory place of jurisdiction.

8. Conditions Premium Rate Services

1. Premium Rate Services are to be understood as services, which enable service providers to collect fees for their services (e.g. ringtone download, SMS or voice chat, website access) via landline and/or mobile phone network operators bills. Corresponding billing procedures include:
 - a. Premium SMS Billing: For corresponding services short codes are provided to which mobile phone users send SMS requesting the offered service (e.g. downloading ringtones, participating in SMS chats). So-called keywords are to be used to identify the corresponding service. Depending on the respective service/billing mechanism either the requesting SMS (SMS MO) or the delivering SMS (SMS MT) shall be charged as tariffed Premium SMS.
 - b. Voice Premium Rate Numbers: Such numbers allow voice-based services. Each call will imply a charging per call or on a per-minute base.
 - c. WEB/WAP Billing: In this case the mobile phone enduser shall request the corresponding service via WEB, WAP or standard-tariffed short codes. The authorization shall be carried out via SMS.
2. Telecommunication network operators pass on a proportion of collected fees to mobileview after subtracting a handling charge and mobileview a proportion to the corresponding contract Customer as the original service provider (in the following "Customer"). Conditions for payouts are an effective request of the corresponding mobile phone user and a successful delivery of the requested content/service according to the respective service offer. Mostly network operators bear the risk of bad debts. This does not apply for Telefonica and Orange in Spain, TMN and Vodafone in Portugal, Cosmote in Romania amongst others. Almost all operators reserve the right to refuse outpayments in case of indication of end user fraud.
3. Insofar as mobileview is providing Premium SMS short codes, Voice Premium Rate Number or other billing systems, the reselling of these systems is prohibited. If the Customer is cooperating with agents for providing his services/contents, he has to assure that these agents do not mandate agents themselves.
4. According to regulations of the telecommunication network operators the transmission of all requested SMS/MMS services/contents has to be delivered via interfaces/ports of mobileview to the telecommunication networks. mobileview offers an interface for the transmission of SMS messages via direct connections to operator SMSCs (SMS Platinum) for all Premium SMS billing systems. When using Premium SMS MT and/ or Premium SMS MO the Customer has to ensure that the transmission of content, dialogue SMS etc. takes place via this direct connection solely. Elsewise, a correct transaction of the payment can not be guaranteed. This also applies for the provision of other interfaces (e.g. SMS Gold) for the transmission of advertising SMS or other.
5. Running the organisation of the contents of the services offered by Customer, and the responsibility for his contents as well as marketing them shall be incumbent upon Customer alone. This shall also apply for contents prepared by third parties or users within the scope of chats or forums.
6. In so far as contents which have been prepared by users or third parties and are not subject to telecommunication secrecy regulations, (Chats or forums for example) and provided that sole responsibility does not only have to be borne by users or third parties, are published by the Customer or are inserted by the Customer so that they can be seen by the public, Customer shall undertake that all obligations are fulfilled. In connection with this the Customer shall be obliged to take all measures reasonably necessary to monitor the contents.
7. The Customer recognises that mobileview and / or the telecommunication network operators are entitled to review the services offered by Customer to check that they do not contain any of unauthorised contents. Upon first request the Customer shall provide all the documents and records required for the contents to be checked.
8. The operation of services by the Customer other than agreed within the corresponding contract is prohibited, unless mobileview agrees to another use.
9. All services have to comply with national legislation as well as with national self-regulatory codes.
10. The Customer is solely responsible for correct advertising of his services. Particularly it is not allowed to advertise via SMS, MMS, email or the like without prior agreement of the recipient.
11. When advertising his services the Customer shall ensure that users are not deceived by the advertising about the contents of the services offered. The Customer shall point out in an unmistakable manner that the users will not be provided with services containing unauthorised contents.
12. In the course of marketing the services it has commissioned, the Customer shall undertake to notify end customers of the price of the corresponding service to be dispatched. National price communication legislation as well as the following guidelines shall be observed. These guidelines shall :
 - The set charge bands are to be stated in print media, in the internet and on online services displayed horizontally and so that they are easily legible with a minimum of Point 10 and placed right next to the short code. For advertisings on hoardings and other larger surfaces, or similar, the minimum size font shall be increased accordingly.

- If a service requests several SMS, MMS or voice calls, not only the single price per unit, but also the price for the complete service has to be communicated.
 - In television transmissions the set charge bands must be easily legible and shown throughout the entire duration of the fading in of the short number. The set rate must be displayed horizontally right next to the short code shown. In Germany the resolution of television pictures is 768 x 576 scanning points. There must be a side clearance of at least 50 scanning points for the set charge bands and on the upper and lower edge there must be a clearance of at least 50 scanning points. The minimum font size to be used is 30 scanning points, Sanserif font is to be used with a relief which is in clear contrast with the colour used for the letters themselves.
 - In teletext the set charge bands must be clearly legible, displayed in a horizontal direction with a minimum font size of 30 scanning points and they must be located right next to the short code on the same video text page.
 - In radio transmissions the set charge bands must be clearly audible. All acoustic advertising measures must state the set charge bands immediately after or immediately before the short number being advertised.
 - For SMS/MMS texts the stated price has to be shown in running text in such a way so that the set price cannot be overlooked by the receiver as a result of a line being split up at the end of the SMS text before the amount is stated or by similar editorial layout.
 - It is prohibited to transmit SMS/MMS to mobile phone user without communicating the price for a response-SMS/MMS. This is not necessary if a response-SMS/MMS is transmitted directly after a request-SMS/MMS of the same mobile phone user.
 - Premium SMS short codes have to advertised noticeably separated from Premium Rate Voice numbers.
 - The following currency symbols or abbreviations are to be used for the set charge bands in all of the above-named media:
 - € as a symbol, EUR as an abbreviation or Euro as a word (for other currencies corresponding commonly used symbols or abbreviations are to be used, e.g. \$, USD, Dollar).
 - The prices are to be shown to two decimals e.g. "1,49 EUR". When the price is related to an SMS, the symbol / or the words "per SMS" are to be used.
 - The set charge band is always to be shown in full, i.e. consisting of the price, the currency as well as the reference SMS, (E.g. "1,49 EUR per SMS").
 - The font colour of all set charge bands must be in clear contrast with the background in advertising media.
13. Unless otherwise agreed subscription services or other services with a multiple end user charging require a double opt-in authentication ("handshake"). All the features of the subscription services have to be explained to the end user. This includes the content, frequency, duration and price of the service so that the end user can easily ascertain the individual price of a subscription message/service as well as the total price for a fixed-term subscription. Furthermore the Customer has to ensure that end user can terminate such services via email, phone call and/or SMS/MMS (STOP-SMS) without notice at any time. Corresponding mechanisms and keywords have to be agreed with mobileview. Unless otherwise agreed a double opt-in authentication is also required for services with tariffs above 2 €, regarding corresponding voice services an initial price announcement is required which allows the end user to terminate a call before being charged.
14. Should the Customer fail to comply with his contractual obligations or if mobileview has the substantiated assumption that such failure has occurred, mobileview shall be at liberty without consulting with the Customer on the matter, to take measures which are in its opinion suitable for preventing such failure in the future. These in particular include the right to warn the Customer to refrain from such failure (if applicable without charging the Customer for this warning) as well as to block the use of systems provided. The Customer is to be notified straight away of the measures taken and the reasons for doing so. The Customer shall comment on the issue within two working days. If there is no response, this shall be regarded as an approval of the measures taken. If a measure is taken, mobileview shall only be obliged to cancel it once the Customer has submitted a judicially enforceable instrument which is final and absolute and which confirms its action as being proper. mobileview may cancel the measure if the Customer furnishes a security which in mobileview's opinion is adequate to exempt it sufficiently from third party claims and its own losses or if in mobileview's opinion the Customer disproves the apprehension of an infringement by adding corresponding records.
15. When receiving requests for services billed via Premium Rate Numbers a legal relationship shall only come into being between the end customer and the Customer (service provider), but not between the end customer and mobileview however. Consequently the Customer shall in this case undertake to offer mobileview the opportunity to purchase all the third party accounts created after the contract is signed in accordance with the corresponding contract. mobileview shall accept this offer by reselling the accounts to the telecommunication network operators concerned of which the end customer is a customer, without notification of the Customer being necessary. The Customer hereby assigns the sold rights to mobileview. Moreover, he hereby assigns all other rights and rights under its contractual relationships with the end

customer to mobileview, provided that these are not of a highly personal nature, as well as all claims for compensation against the end customer including securities furnished for them. mobileview accepts this assignment. The telecommunication network operator shall take over the payment reminder measures for the purchased accounts and take legal action where necessary at its own discretion. Should it turn out after taking the measures that the Customer is liable, he shall have to pay the costs incurred. The Customer shall support mobileview - and mobileview shall support the telecommunication network operators - in the enforcement of accounts. The purchase price of the accounts shall in each case equal the net profits per Premium SMS resp. per billing request.

16. mobileview shall forward all end customer reclamations to the Customer regarding the Customer's services. The Customer is obliged to respond to all reclamations immediately and to undertake further communication with the end customer. Furthermore the Customer is obliged to provide a End customer hotline-number (standard or shared tariff, availability >80 % Monday - Friday 9-18 h). Insofar as the handling of reclamations exceeds the simple forwarding to the Customer, mobileview may charge a fee of 15 € per corresponding reclamation. In case of end customer reclamations the telecommunication network operators are allowed to credit amounts up to 25 € in its sole discretion.
17. mobileview shall provide the Customer with a statement for corresponding payouts not later than 5 weeks from the end of the month (normally 2 weeks). The balance to which the Customer is entitled shall be paid to the Customer within 5 working days after mobileview has received all related payouts by the telecommunication network operators / service providers. Normal (operator) payment terms are:

• Germany, Austria, Switzerland	1,5 months
• Belgium, Netherlands	2,5 months
• Spain, Italy	4,5 months
• Other countries	3,5 months

Accounts against the Customer may be offset. The statement for fees to be paid to the Customer as well as the payment of the balance existing in favour of the Customer shall be subject to the reservation of statement and payment by the network operator is effected later. In so far as discrepancies arise in a subsequent statement of the proportion payable to the Customer and payable to the network operators, and this leads to less being paid out by the network operators to the Customer, mobileview shall be entitled to claim a refund of the excess fees paid and / or to offset them against other claims of the Customer (regardless of which legal relationship such claims are based upon). mobileview shall not accept any liability for the accuracy of the first statement and for claims existing or being enforceable against the network operators, end customers or other parties debtors.

18. If the network operator commissioned to collect the respective fees refuses to pay out the fee concerned on the basis of a(n) (alleged) misconduct by the Customer, mobileview shall be entitled, at its own discretion to take legal action at the expense of the Customer to enforce the payment of such fee, if the Customer agrees in writing. The Customer shall have to furnish an appropriate advance for this. If the network operator is justified in withholding the payment, and if third parties placing orders with mobileview are also affected by this refusal, the Customer shall have to compensate mobileview as well as its customers for any losses which they may incur as a result.

Additional Conditions Germany:

Mobile phone end customers must be notified of the share the pure routing element of Vodafone D2 in the total price (irrespective of the end customer price it will be 0,12 €) by suitable media. Suitable media are print media, (e.g. newspaper advertisements, flyers, price lists etc.) fax call off messages, WAP internet, teletext and call centre information. This element does not have to be communicated over the radio and TV.

The end customer price for T-Mobile customers must be communicated as follows: "[rate, e.g. 1,99 EUR] zzgl. T-Mobile Transportleistung in Höhe von 12 cent)" or - if the T-Mobile SMS transport fee is included in the endcustomer rate ""[rate, e.g. 1,99 EUR], beinhaltet T-Mobile Transportleistung in Höhe von 12 cent)". The Customer may in sole responsibility abstain from the amendment "in Höhe von 12 cent". The Customer shall exempt mobileview and mobileview T-Mobile from all third party claims which these third parties assert related to the price communication. Thereby emerged costs shall be borne by the Customer.

Regarding SMS chat services the end customer shall receive a so-called "welcome message" when he send his first message to the corresponding short code. The "welcome message" shall inform the end customer about the price and the content of the service and the name of the service provider.

mobileview shall let end users have a reminder per SMS once the end customer has run up the first 50 € threshold and every further 50 € of turnover per short code in a calendar month. This payment reminder shall notify the end customer of the total turnover in that month. Regarding subscription services the turnover interval is 10 € (T-Mobile) resp. 20 € (other operators), furthermore the command for termination has to be communicated. The costs of this notification shall be borne by the Customer.

The Customer has to ensure compliance with statutory regulations with regard to supplier identification (Article 1 (German) Information and Communication Services Act [luKDG], § 6 (German) Teleservices Act [TDG], § 6 German Interstate Agreement on Media Services [MDStV]. These include name, address as well as - with

regard to associations and groups of people - the name and address of the authorised representative. The required information shall be capable of being called off via the respective mobile phone, but can in parallel with this also be offered via an outsourced service.

Adult content services require a certified age verification system.

Additional Conditions Spain:

All services have to comply with the Code of Conduct for Mobile Premium Rate Services (PROPUESTA DE CÓDIGO DE CONDUCTA PARA LA PRESTACIÓN DE LOS SERVICIOS DE TARIFICACIÓN ADICIONAL BASADOS EN EL ENVÍO DE MENSAJES, published June 24th, 2009). The Code is stating amongst others that - next to subscription services - all services with a end user rate above 1,20 € plus VAT and all adult services (short code range 99) require a double opt-in authentication ("handshake"). For all other services the end user has to be informed after each service use about price, type and provider of the services as well as about how to contact the service provider in case of complaints.

If not otherwise agreed the Customer has to apply for a so-called operator licence at the national regulation authority. This authority is entitled to block all service of an operator in case of serious and/or repeated breaches of the Code of Conduct.

Additional Conditions Belgium:

Required adjustments owing to the new Belgian tax law

The Belgian tax administration has introduced a new tax regulation for premium sms services which is applicable as from 1 April 2010 for an indefinite period of time.

The parties must implement the Circulaire Letter nr. E.T. 109.696 (AOIF Nr. 50/2009) dated 12 November 2009 and the Circulaire Letter nr IR/IV-4/91.638 (AREC - 2/2009 AFER 51/2009) dated 10 November 2009, the latter regulates the gambling tax.

It is imposed by the Belgian tax administration that the identity of the real service provider is disclosed towards the customers and also to the tax administration. For the future, the operators only give an approval for services for which the mandatory information is completed.

Short code:

Name of content provider:

Address (street, postal code, city, country (ISO3)):

VAT number:

Service description:

Customer care number:

Customer care e-mail:

Customer care URL:

The customer declares that the premium sms services offered by the customer are not considered/will not be considered as games involving money or gambling. As soon as the services change the customer will inform mobileview without delay. The partner is aware that mobileview does not allow any games involving money or gambling.

Owing to the new tax regulation the customer will be responsible for the correct and appropriate VAT and tax treatment of the premium sms service he provides to the end user. mobileview acts as an intermediary whereas the partner is responsible for paying the VAT on the premium sms service to the VAT authorities in the partner's country of residence which is a member of the European Union, or if the customer operates from outside the European Union, is paying the VAT as applicable in Belgium (2006/11/EG).

The current reseller model will change into a cash collection model. mobileview collects the gross end user price and will transfer the amount to the customer. mobileview will in addition charge a handling fee. mobileview shall be entitled to offset all due claims with credit notes even if these are based on different contractual relationships with the customer without a separate offsetting declaration being required by mobileview. Mobistar and KPN have chosen the cash collection model for all premium SMS services, whereas Proximus only implements the cash collection model for premium sms services on the following short code ranges: 5xxx, 6xxx, 95xx, 96xx, 97xx, 98xx, 99xx. For the other services, Proximus will continue to use the current reseller model.

Additional Conditions Switzerland:

For customer service such as SMS chats or similar services the customer must not be supplied with messages any later than 1 hour after he has made his last input. The Customer must offer a blocking facility for his

customer service, so that specific customers can, at their own wish, or at the wish of third parties to the contract or mobileview, be blocked.

If it is possible for the customer to receive a relatively large number of messages within a short period of time, which can entail high costs, the attention of the customer is to be drawn to this possibility in an appropriate manner. In addition to this, the attention of the customer is to be drawn in the advertising as to how the service can be deactivated. Sending advertising and marketing measures to any end customers on an arbitrary basis (spamming) is not allowed. On the other hand, information may be sent to customers who have requested advertising literature on specific services or subjects. The advertising text must include a hotline number for the service provider. The hotline must not cost the end customer more from a landline telephone than the long distance call rate from Swisscom Fixnet.

Service providers offering services with erotic content shall be obliged to draw the attention of the customers prior to use, to the fact that the content is not suitable for children and youngsters under the age of 16 years. In addition to this, it must be pointed out when the service is being accessed that the service has solely an erotic content and does not include pornography. The Customer has to take appropriate measures (e.g. PIN-code to ensure that customers only have access to pornographic content if they are above the age of 16 years in compliance with the (Swiss) law protecting children and young people.

The Customer shall prove with a confirmation of compliance (appraisal) prepared by an independent legal expert that his services are not in breach of a (Swiss) law in force, notably Article 197 of the (Swiss) Penal Code, and that in particular the necessary measures have been taken to protect children and youngsters. If there are indications that it is possible that the legal impositions may no longer be fulfilled, the submission of a new confirmation of compliance may be demanded and / or the services blocked. The costs for such confirmations of compliance are to be borne by the Customer. Pornographic services are to be declared individually prior to offering such a service. In particular Swisscom Mobile shall allocate pornographic services specific blocks of numbers (e.g. short numbers with premium services) and it may change allocated numbers at any time.

In every case sending 20 or more messages within 10 minutes with a single input by the customer shall be regarded as improper. The sending of a large number of messages to individual customers shall also be regarded as misuse as a matter of principle even if this number is less than 20 messages within 10 minutes, to the extent that each individual case of this cannot be justified. Such a case can only be justified if the cost factor was pointed out to the customers in the advertising and there is an actual reason for sending a large number of messages in a specific individual case from the perspective of the customer. The sending for Push SMS Services MT generating an accumulated amount in excess of CHF 10.00 within 10 minutes and / or CHF 25.00 within 60 minutes is forbidden.

Additional Conditions UK:

The Customer shall only be entitled to provide permitted Premium SMS services to end users provided that

- an appropriate service request shall first have been received from such end user,
- an end user shall be sent not more than one Premium SMS MT in response to a single request,
- no more Premium SMS MT shall be sent to an end user in response to a multiple request than such end user shall have requested via such multiple request (e.g. subscription service),
- regardless of the number of service requests made, the relevant amount of all Premium SMS MT sent to a single end user in any one day in respect of a particular service or via a particular short code shall be no more than 15 GBP.

For any service available to end users of Vodafone UK involving the provision of picture or other visual content of an adult nature (that is content which would be subject to an 18 or equivalent rating and sold on a restricted basis in other media) the Customer must ensure that an end user cannot access these services unless they have provided the Customer with verifiable proof that they are aged at least 18. Such proof could include documentation such as a passport or driving licence or other accepted proxy such as a valid credit card registered in the name of the end user. The Customer must retain details of the information provided by end users for so long as the Customer is offering the relevant service and be able to provide such information to mobileview on request.

mobileview shall let end users have a reminder per SMS once the end customer has run up the first 10 GBP threshold and every further 10 GBP of turnover per short code in a calendar month. This payment reminder shall notify the end customer of the total turnover in that month.

Annex for commissioned data processing

1. Preamble

An agreement exists between the parties with respect to the rendering of mobile services (hereinafter referred to as "Basic Agreement"). On the basis of this Agreement mobileview renders various services for the Customer. For details please refer to the Basic Agreement and its other annexes.

2. Subject matter of the Agreement

- 2.1. When rendering the services on the Customer's behalf or through mobileview itself, mobileview shall undertake to process and utilise all the data made accessible to it that contain the personal data of the Customer, its employees or its customers (hereinafter referred to as "data", "data transferred by the Customer" or "personal data of the Customer") only in compliance with the data protection regulations applicable in Germany, especially those of the German Federal Data Protection Act (BDSG), the German Telecommunications Act (TKG) and the German Telemedia Act (TMG), insofar as relevant, and in compliance with this Agreement.
- 2.2. Unless otherwise stipulated in this Agreement, the meaning of the terms used in this Data Protection Agreement corresponds to the legal definitions.

3. Purpose of the data, principles of data processing

- 3.1. mobileview may collect, process and utilise the data exclusively within the scope of the Basic Agreement and only on the scale required therefor. It may not process the data for other purposes and especially not modify it for other purposes or transfer it to third parties.
- 3.2. The Customer is aware that the software used for rendering the services stipulates that the Customer has to carry out the configuration settings therein for compliance with the applicable data protection regulations (especially deletion of the data) itself and is therefore responsible therefor. Its configurations in this system shall therefore count as instructions to mobileview for the collection, storage and processing of data. Unless otherwise agreed or unless the Customer carries out other configuration settings in the software itself or has them carried out by mobileview, all data on the systems of mobileview shall be automatically deleted upon expiry of 3 calendar months after initial collection thereon.
- 3.3. For the rest, solely the Customer shall decide using the software which data is to be automatically erased on what date. Consequently, it is incumbent upon the Customer to utilise these possibilities in accordance with the law and mobileview merely implements the instructions issued by means of the software without it being obliged to check whether this is in accordance with the law.

4. Authority to give instructions and verification rights of the Customer

- 4.1. The Customer shall be entitled to issue instructions for the processing and utilisation of the data in general and in individual cases unless this is contrary to the Basic Agreement or the law. Even in individual cases, instructions must be in text form and may only be issued by persons authorised to give instructions. In justified individual cases instructions may also be issued verbally, but must then be confirmed in text form without delay.
- 4.2. The data protection officer of the Customer shall - by prior appointment - be entitled to enter the business premises of mobileview accompanied by a mobileview employee during normal working hours, in order to ensure the relevant data protection provisions and the provisions of this Agreement are being complied with. In this context, mobileview shall grant the Customer's data protection officer all necessary access, information and inspection rights.
- 4.3. The Customer shall remain the "data owner" as defined by the Data Protection Act. Therefore, in relations inter se the Customer shall also be entitled to historic, aggregated and archived data.

5. Obligations of mobileview

- 5.1. mobileview shall take the technical and organisational measures required to guarantee compliance with legal data protection regulations. In doing so, it shall especially comply with the stipulations of section 9 BDSG.
- 5.2. mobileview shall structure the in-house organisation so as to ensure that the special data protection requirements are met and guarantee that the Customer's data are only processed and utilised according to the instructions issued by it.
- 5.3. mobileview has a data protection officer who will be placed at the disposal of the Customer's data protection officer as a contact person.

- 5.4. mobileview shall not acquire any rights to the data and shall be obliged to surrender the data at any time at the Customer's request. If the surrender of data requires manual activity on the part of mobileview and the Customer therefore does not utilise the available possibilities of the software it uses, mobileview may demand an appropriate payment.
- 5.5. The parties shall support each other in meeting the rights of the parties concerned in accordance with the Data Protection Act to information and to the correction, blocking and erasure of data.

6. Confidentiality

- 6.1. mobileview shall be obliged to protect data and telecommunications secrecy when processing and/or utilising the Customer's data.
- 6.2. mobileview shall be obliged to advise the persons it employees who are concerned with data processing and/or data use on data and telecommunications secrecy. It shall take suitable measures to ensure that all persons who are deployed within the scope of implementing the Basic Agreement comply with data protection regulations.

7. Term of the Agreement, termination

- 7.1. The entry into force and the term of this Data Protection Agreement shall be determined solely according to the term of the Basic Agreement. It may only be cancelled or otherwise terminated at the same time as the Basic Agreement. It shall end in each case upon termination of the Basic Agreement.
- 7.2. Upon termination of this Agreement mobileview shall undertake to erase any of the Customer's personal data still stored by it without delay unless their further storage is permitted for billing purposes according to the Telecommunications Act.
- 7.3. The obligations of mobileview and its employees and contractors to comply with data protection provisions and to maintain secrecy shall continue to apply even after termination of this Data Protection Agreement. Employees and contractors shall be obligated accordingly by mobileview.

8. Miscellaneous - compensation

- 8.1. If mobileview collects personal data pertaining to the Customer within the framework of rendering performance according to the Basic Agreement, the collection of data on behalf of the Customer shall also be effected pursuant to section 11 BDSG. The provisions of this Agreement with respect to the processing and use of data shall apply to the collection and the collected data accordingly.
- 8.2. Insofar as the Basic Agreement agrees provisions for the handling of personal data which are not consistent with this Agreement, the provisions of this Agreement shall in this respect take precedence over the provisions of the Basic Agreement. The remainder of the provisions of the Basic Agreement shall not be affected.
- 8.3. Should claims be asserted against mobileview due to a breach of data protection regulations by the Customer or should an audit be carried out by the data protection officer at its premises, the Customer shall pay a lump sum of € 500.00 for each claim and a lump sum of € 7,500.00 for each audit. mobileview shall reserve the right to assert a further claim for damages. The Customer shall reserve the right to prove lesser damage.

9. Final provisions

- 9.1. This Agreement shall replace all previous written or verbal agreements of the contracting parties with respect to the subject of the Agreement. Any amendments or modifications to this Agreement must be in writing.
- 9.2. Should any individual provisions of this Agreement prove to be invalid or unworkable, the contracting parties shall replace the invalid or unworkable provision with a valid or workable provision that comes closest to the intention of the contracting parties when agreeing the invalid or unworkable provision. The validity of the remainder of the provisions shall not be affected. The aforementioned provision applies to omissions in the Agreement accordingly.