

General terms and conditions (GTCT) of directBill GmbH&Co.KG.

I. Universal

(1) The following regulations regulate the use of services of directBill GmbH&Co.KG.

(2) directBill produces her performances towards the customer within the scope of the in each case valid laws, regulations and regulations (especially UWG, BDSG, TMG, TKG, assignment rules of the BNetzA, default by mobile radio operating authorities / providers etc.) as well as in accordance with the by contract agreed performance, the communication guidelines of the directBill for phone added value services and the following general terms and conditions (GTCT).

(3) The GTCT in her in each case valid version become a component of the contract with directBill, while the customer is pointed out with conclusion of the contract to her validity and he can take knowledge in reasonable manner of her content. The GTCT of the directBill are provided in particular in her in each case valid version on the homepage of the directBill under www.directbill.de to the inspection and for download. If the customer is a businessman, the GTCT of the directBill are also valid for future contracts in her in each case valid version.

(4) Within the scope of the performances of directBill the following GTCT are valid exclusively. Divergent GTCT of the customer also find without explicit contradiction by directBill no application. From these GTCT divergent conditions of the customer are valid between directBill and the customer only, provided that directBill has agreed to these expressly in writing.

(5) Changes of these GTCT are informed of the customer in writing and become one month after communication a part of the contract, assumed the customer not explicitly deny this. If the customer disagree with the new terms of use directBill will have the right to terminate the agreement within a period of 4 weeks after receipt of objection.

(6) All offers of directBill as well as the bases belonging moreover are non-binding and not binding. A contract comes about by written contract or by written order of the customer under use of the order forms intended if necessary for this and the linking up acceptance of the offer by written purchase or by directBill or by the production of the commissioned performance by directBill. directBill is entitled any time to refuse the contract conclusion without giving reasons. Dates and periods of performances are only obliging if directBill has confirmed this expressly in writing and the customer has met on time all conditions lying in his sphere of influence for the implementation of the performance by directBill.

(7) directBill produces the contractual performances in cooperation with partner's company (in the following „directBill partner“ called). All contractual regulations, in particular the contractual regulations concerning the way of the performance production by directBill also apply to directBill partner if necessary involved in the goods and services, provided that expressly something else is not agreed.

(8) Condition for the claim of the services of directBill is under circumstances the confirmation and provision of the contract-concrete performances or share performances by directBill partners. directBill points out customers in each case here.

II. Performances of directBill

(1) directBill produces the contract-concrete performances within the scope of the available technical and company possibilities. The exact performance extent arises from the contract, layouts in her in each case valid version as well as if necessary from other written arrangements of the contracting parties.

(2) The production of the performance by directBill assumes that the customer fulfils his accessory obligations for the directBill performance, for example all bases necessary to the performance and makes information available completely.

(3) Helps itself directBill with the fulfillment of her performance duties to directBill partners or third or is taken up by the performances of directBill on the part of the customer a third or directBill partner, directBill is released from all demands which arise from non-performance of third or the directBill partners. A liability for the fault of directBill partners is excluded, as far as legally allowed. The contractual duties of directBill remain untouched from this.

(4) directBill is entitled, to change the performances to underlying technical equipment or to help itself of alternative fulfillment assistants, provided that no additional charges about the reasonable measure originate to the customer by the change.

(5) Temporary disturbances of the directBill performances can arise for reasons of higher power, because of labor disputes, to official measures as well as technical changes in layouts of directBill partners or with these interconnected net operating authorities (e.g., for the improvement of the net, changes of the locations of the layouts, binding of the layouts to the performance net etc.) or because of other measures which are necessary for a proper company of the directBill performances. During this period directBill is free of her liability to the production of the contract performance. directBill will immediately inform the customer about the performance obstacle or the impossibility of the performance. Same is valid, as soon as the performance obstacle is removed.

III. Duties of the customer

(1) The customer undertakes to keep all appropriate laws, orders as well as the default and decisions of the federal net agency (BNetzA), the code of behavior for phone added value services and media of the German association for telecommunication and media (DTVM), the current Telecommunications customer's protection order (TKV) and the

code of behavior premium SMS/mobile services and web-based services of the mobile radio suppliers of the in each case valid version as well as the criterion catalogue and behavioral catalogue phone added value services with the use of the performances of directBill.

(2) The customer is obliged to offer no illegal and immoral contents and also not to make reference of other offers with this content.

(3) The customer is expressly pointed out to the fact that no advertising, things or other performances may be sent under offence against legal regulations to official customer or other third or be transmitted, otherwise. On this occasion, the current legal situation and administration of justice are in particular also to be considered.

(4) The customer makes sure that neither in the advertising nor in the other communication an official customer above expenses and or content is deceived by telecommunication services. Besides, is to be noticed that partially the services to the adult's entertainment of that - for the customer recognizable and accepted - live illusion in view of the achieved telecommunication partner. In spite of that the customer takes care of it, that the official customer always a comprehensive clarification about the kind of the service - before whose claim - receives. In particular offers of information may not be promoted in such a way that to the official customer an impression is conveyed which does not agree with the content of the offer.

(5) The customer confirms, that his application or his offering and incentive of phone added value services no offence against legal regulations, in particular according to

- §263 StGB (deception) or other regulations of the Criminal Code

- to the law of the fight of the unfair competition (UWG), in particular according to the so-called black list as an appendix to §3 paragraph 3 UWG explain.

(6) The suppliers of services with whom it is about the entertainment between people (among guarantee that the application of the services decorates clear is and contains no statements, the official customers mislead. The statements which suggest that the possibility exists to meet really the communication partner are inadmissible if this is not intended the object of the service or a real meeting.

(7) Inadmissible is every product name or other specification which covers the purely commercial character of the service or is qualified.

(8) The customer guarantees that the transmission of contents follows only to official customers who agree with the preservation of these contents and have given this consent in juridical considerable form. On this occasion, the current legal situation and administration of justice are in particular also to be considered.

(9) The customer makes sure that at least 80% of the phone calls which were passed on to the aim certain by the customers are accepted in the aim. If this border is fallen short, directBill can carry out suitable measures to avoid the fruitless wide mediation attempts and out of this resultant technical repercussion.

(10) The customer is obliged personal access dates / code-words which are allocated to him within the scope of the performance by directBill to keep secret. The dates / the code-word must be immediately changed if concrete facts point out to the fact that unjustified third from it have attained knowledge. The change follows in writing.

(11) The customer becomes disturbances in the service as well as circumstances which can affect the performances of directBill, directBill immediately after statement / Become known inform (fault report) as well as everything to him possible and reasonable ones start around disturbances in the magnitude and extent slightly holding.

(12) The customer will take up the performances of directBill only within the scope of the by contract agreed and within the scope of his business enterprise, in particular the customer does not guarantee the performances in abusive manner or to the first name of illegal actions to be of use. With an abusive and/or illegal use of the directBill performances is directBill entitled, if necessary to withhold due payment / supplier's reimbursements for services / services of the customer to the security, to one illegality / abuse explaining circumstances finally are cleared and are put down. Same is also valid with the reasonable suspicion of an abusive use or an injury in figure for (1) called liabilities. The customer releases directBill, besides, from all claims of third that result from the injury of this liability.

(13) The customer is obliged with cancellation or return for the added value service of used telephone numbers among other things directBill to inform immediately.

(14) The customer will indicate directBill every change of his address, his company, his business location, his invoice address as well as his legal form in a contemporary way in writing.

(15) The customer makes sure that preceding duties are also kept from the third to which he may help himself after previous license by directBill

(16) The customer is not entitled to make available the performances of directBill to third without previous written approval of directBill (exclusion of the Reselling).

IV. Withhold basic terms of payment / compensation / retention /

(1) From the customer for the contract-concrete performances in directBill to remunerations to be paid arise from the respective contract, if necessary offer as well as his layouts in her in each case valid version. All performed remunerations are, as a rule, net host-charges and get on plus the in each case valid legal value added tax.

(2) The customer also has to compensate for performances of the directBill which have originated from use admitted by him of the performance of directBill by third. The customer has to pay the remunerations which were caused by unauthorized use of third also, as far as possible he has to represent the unauthorized use.

(3) The customer will substitute directBill for those expenses which have originated after sale of a recognizably groundless fault report from the examination of the technical equipment.

- (4) directBill charges to the customer for the invoices amount for the produced performances, as a rule, monthly. It is closed between customer and directBill more than one contract, become, as a rule, all contractual remunerations, t.m.- Fees as well as if necessary supplier's reimbursements (payment) - until aberrantly agreed as well as technically and on the operational level possibly, together subtracted. The respective invoices amounts for produced performances are due for payment with access of the invoice or an equivalent demand for payment without deduction.
- (5) Supplier's reimbursements follow only under the reservation that these of the directBill partners (do not become back-loaded. Any back charges of already followed distributions of the directBill partners are settled with the next account of the customer.
- (6) The payment of supplier's reimbursements is dependent in general on the fact that directBill has received a payment from the directBill partners (and without limitation and disposes therefore finally of the reimbursement).
- (7) For the complaints which are brought concerning services of the customers over directBill directBill calculates an all-inclusive rate per complaint to the customer for the treatment and the administrative expenses. The all-inclusive rate is settled monthly with the respective account.
- (8) Basically amounts are brought less than 25.00 EUR (net) per Number or Service and month are not to be paid, but are registered for management expenditure by directBill. Basis of the calculation is the first full calendar month after connection of the respective telephone number or service.
- (9) The customer will give directBill a direct-debit authorization for the collection of due amounts of the account of the customer. With non-granting or cancellation of the direct-debit authorization by the customer, directBill is to be raised entitled an additional treatment remuneration for administrative liquidation after the in each case valid price list. Besides, in this case the customer has to make sure, that within the period stated on the invoice, calculated from access of the invoice which is compensated demand.
- (10) Possible repayment claims of the customer because of too much paid amounts, double payments are credited etc. to the invoice cash discount of the customer and are settled with the next invoice.
- (11) Unique provision remunerations are subtracted in each case with the first invoice put to the customer.
- (12) The compensation against a demand of directBill or the assertion of a retention right by the customer is only allowed, as far as those of the compensation or retention underlying counterclaim is ascertained indisputable, legally or is recognized by directBill. Further the customer can assert retention and performance refusal rights only, if his claims are based on the respective contractual relationship and are recognized or are ascertained legally.
- (13) directBill is entitled to take for the hedging of the periodically repayment claims which are uncollectable demands or with credit gratings, periodically Withholding at the purchase price demands of the customer at the rate of 25% in each case from the reason after originating, accumulated purchase price claims of the customer. The repayment of the respective hedging debits follows in accordance with the contractual regulations. directBill is free to raise the hedge debit appropriately, as far as on the part of the customer insolvency risks appear or pass other entitled doubts about the in particular first-in first-out payback appropriate for contract more any, by the bridging finance function of conditioned prepayment.
- (14) The customer offends against his contractual / in these terms of business to defined duties, in particular with a use abusive (on the right) of the directBill services, the bridging finance function and directBill is cancelled is entitled to withhold the due purchase price claims of the customer to the security, until the circumstances explaining to the illegality / abuse are cleared finally and are put down.
- (15) The customer is obliged to inform directBill immediately, if circumstances become known to him which concern the insolvency of an official customer or which could endanger the penetration of a resigned demand. In particular the customer has to inform directBill immediately if to him becomes known that and for which reasons an official customer denies his payment duty or would like to assert counterclaims. Also otherwise the customer CORAZON will support by the penetration of the demands for the best forces, give all necessary information and make available for the penetration of the demand to necessary bases.
- (16) Objections against invoices put by directBill are to be asserted within 3 weeks after their access in writing. For the period protection the timely sending of the objection is enough. The omission of timely objections is valid as a license. If the customer raises no objections within this period, the invoice is valid as sanctioned.

V. Terms of payment within the scope of a factoring agreement

- (1) directBill steers the respective invoicing, Reminding and recovery steps through the use of the service against end user (official customers) to originating demands. To the relevant performance production it is necessary that the customer resigns all demands towards his official customers in the way of the phony factorings in directBill and authorizes directBill to the move of the demands. The customer resigns in advance all demands at the time of the forming in directBill. Herewith directBill accepts these ahead sessions of the demands.
- (2) The customer receives a monthly account to the respective official turnovers / payment, fees for services directBill, back charges as well as Reminding and recovery results. Within the scope of the account ascertained payment are paid in a contemporary way after the account, remunerations and cancelation are due in each case immediately and are settled with the payment.
- (3) directBill is ready up to anytime cancellation, all demands of the customer towards official customer (users / callers) of the added value services offered by the customers, provided that these are pursued over the directBill net in own name in accordance with this arrangement and to recover as far as possible. The purchase price of the

respective demands, as well as the maturity conditions arise from the price agreement. Herewith directBill accepts the sales contracts (in accordance with these terms of business) with regard to the future demands of the customer.

(4) The customer sells to directBill beforehand all demands with subsidiary rights which are entitled to him towards the official customers of his added value services. All these demands of the customer are sold in each case at the time of her forming; a passageway acquisition or a passing demand ownership of the customer is excluded.

(5) The customer kicks beforehand all demands which are sold in accordance with the contract / of these business conditions, at the time of her forming - which is in the case of doubt that time at which the underlying telecommunication/service connection has come off finished - in directBill. directBill accepts these advance cessions of the demands also beforehand, namely at the time of the forming of the respective demand.

(6) directBill is free to produce from her by contract agreed performances of the demand recovery only and/or with directBill partners. directBill is free in the decision which partner's companies with which share steps are integrated into the demand recovery. A claim of the customer on account with other participant's net operating authorities does not exist. A liability for the fault of directBill partners is excluded, as far as legally allowed, beforehand.

(7) To the customer is aware that directBill produces bridging finance performances in favour of the customer by the commitment of the purchase price maturity before followed payment settlement by the official customers. Therefore, the customer undertakes to support the recovery of the contract-concrete demands in the best way possible and in accordance with all contractual regulations.

(8) directBill is free to decide whether and in which extent official customer's credits are given. directBill becomes such credits, however, exclusively at reasonable discretion, in particular in accordance with §315 give Civil Code.

(9) The bridging finance function compulsory by directBill ends, as soon as the contract-concrete demands of the customer turn out all or part uncollectible. A demand of the customer is valid as uncollectible (irrefutable supposition), as far as directBill follows through account partner, for whatever legal reason and immediately on which actual basis this, is informed about non-payment or complaint with regard to this claim. This apodictic supposition is in particular also valid, as far as a user is insolvent and/or payment-indignant and also, when directBill the dunning or the complaint treatment taking into account business management criteria for the demand or not completely has not carried out.

(10) A demand is also valid as uncollectible if directBill has given to an official customer a credit about the demand amount. In such cases uncollectability is not given only if the credit granting by directBill contradicts cheap judgment. There is in this respect unity that credit granting, the directBill carry out taking into account business management criteria by the complaint treatment or in the dunning, are not valid basically as arbitrary.

(11) Provided that a demand is valid as uncollectible, directBill remains furthermore a demand owner of the uncollectible demand. directBill is free to pursue the extrajudicial and/or judicial collection with regard to the uncollectible demands in own name and at own expenses or by Third / directBill Partner.

(12) For the rest are valid the general liability regulations under IX.

VI. Special regulations within the scope of ASTRO-services.

(1) directBill is entitled to demand payment against the customer assumed she performs the ASTRO-services on her own. directBill is allowed to demand the payment also when she performs the ASTRO-services via a 0900-number.

(2) directBill steers the respective invoicing, reminding and recovery steps through the use of the Astro service against end-users

(3) directBill shall recover from the end-user all costs and charges on her own behalf. (by credit card, debit card, phone payment, e-wallet, online money transfer)

(4) For the supply of the directBill professional Astro-services is it also necessary that the customer sells to directBill beforehand all demands inclusive subsidiary rights which are entitled to him towards the official customer. Herewith accepts directBill these sales with regard to the future demands of the customer. In this case are valid the regulation under V (7) – (18).

(5) If justified suspicion of a infringement of responsibilities exists, then directBill is entitled to block the payment until the suspicion has been cleared. If the payment has been released directBill is entitled to demand the return of the payment.

(6) directBill is entitled to take security deposit for the hedging of payment as far as on the part of the customer insolvency risks appear or other entitled doubts about the customer payment.

VII. Delay

(1) The customer is behind with the payment of remunerations, as far as he does not perform followed reminder of directBill, not within 30 days after maturity and access of an invoice or an equivalent demand for payment or on if necessary before the period, however, after the entry of the maturity.

(2) The customer is behind with the payment of remunerations, directBill is entitled after futile expiry of an extension sedate by her and as far as directBill has no interest in the fulfillment of the contract on account of the delay, to withdraw from the contract and to require compensation instead of the performance as well as if necessary the substitute of a delay damage and/or accompanying damage or to terminate the contract without notice and without extension settlement for important reason. To require the authorization, compensation, it is not excluded by the notice.

(3) directBill is entitled to charge for annual interests for delay at the rate of 8% about the base interest rate clause of the European central bank after §1 of the discount rate rental transition law from delay entry. The assertion of other claims because of default reserves itself directBill expressly.

(4) If directBill or their fulfillment assistants are with the owed performance in delay, so she sticks in accordance with the regulation of figure VII. The customer is entitled only to the notice of the contract if directBill does not produce the suitable performance within an adequate extension sedate by the customers with rejection threat of at least 2 weeks. Regardless of the regulation before is valid same, if the customer asserts compensation claims.

VIII. Performance limitation / blockage

(1) Regardless of the other regulation directBill is entitled to put out the contractual performances with default of the customer.

(2) directBill is to be hired entitled her performances or to limit temporarily, provided that:

a) Telecommunication nets, transference ways show etc. technical mistakes or a connecting performance for reasons not to be represented by directBill is kept

b) Technical modifications or repair measures are necessary

c) Final equipment is endangered by directBill

d) a danger of the public security threatens

e) the customer to him injures being incumbent duties from this contract

f) the customer offends in connection with his contractual performance, within the scope of this contract as well as within the scope of his contracts with the official customers, against penal regulations or urgent action suspicion exists

g) other important reasons justify a setting or passing restriction

In the case of a blockage / disconnection directBill is not obliged to carry out the service once more for added value services of the customer.

IX. Liability, gen. liability limitation

(1) directBill sticks - for whatever legal reason - only in accordance with the following regulations.

(2) directBill sticks with intention and with coarse carelessness as well as in the case of a culpable duty injury which have led to an injury of the life, the body or the health, for all damages according to the legal regulations.

(3) directBill sticks by injury of essential contractual obligations for damage to property and property damages. The compensation for the injury of essential contractual obligations (cardinal's duty) is - provided that intention or a roughly careless duty injury is not given - in the typically for contract wisely predictable damage, limits at most, nevertheless, to the height of 25,000€.

(4) The liability of directBill for not predictable damages and secondary damages is excluded.

(5) Further damage and expenditure claims for damages of the customer, are excluded for whatever legal reason. In particular directBill does not stick for the enforceability of a demand, immediately for which reason.

(6) directBill helps itself to the production of her contract performance of technical payments in advance of third, u.a telecommunication nets and equipment. directBill does not stick if directBill cannot produce her contract performances, therefore because these third do not make available her technical payments in advance or not properly. The availability as well as the quality of these performances do not belong to the performance duties of directBill takes over no guarantee for the constant availability of the technical payments in advance and with it the anytime production of the performance. directBill does not stick for (result) damages for whose forming the technical equipment of third was the cause.

(7) As far as the liability is excluded from directBill after the preceding regulations or is limited, this is also valid for the assertion of indirect damages, in particular escaped profit or production loss.

(8) As far as the liability is excluded from directBill after the preceding regulations or is limited, this is also valid for the liability of the office workers, employees, employees, sales representatives and fulfillment assistant of directBill.

(9) directBill assumes in the case of a registration no liability for from the customer or official customers provided wrong, faulty or incomplete dates or records as well as for the identity of the official customer with the according to date recorded person.

(10) The duty of the damage limitation and damage decrease is incumbent in the case of damage upon the customer. The customer has to take all measures which are suitable properly and wisely to the damage averting or damage decrease and damage limitation.

X. Liability of the customer, exemption, compensation

(1) directBill is taken up in the outside relation on account of injury of contractual duties on the part of the customer - in particular of an unauthorized, abusive application of the services - by third and/or directBill partners, including to state places, on omission or compensation or in other manner - like whether entitles or not - the customer directBill releases in the inside relation from every liability and any damage. Same is valid for the injury of laws and regulatory productions those of the customer, or are to be represented by company commissioned on the part of the customer or people. Further compensation claims remain untouched from this.

(2) The customer will refund contractual penalties directBill or other penal payments; the directBill has to pay to a third and/or directBill partner if this penal payment is based on an added behavior of the customer. In this respect the behavior by him is to be added to the customer also for the official production used third.

(3) The customer will support directBill also with the legal defense which is to be led after free judgment by directBill and provide all information, the directBill seem necessary for the legal defense. Claims and compensation demands of third and/or directBill partners against directBill on account of a behavior added to the customer are handed on directly to the customer.

(4) With entitled appearing inquiries to the services or their application directBill may refer to the customer and transmit his contact dates to the requesting. The customer informs directBill on requirement of all necessary information about the use of the telephone numbers or the respective services immediately. Legal fine and penal fees on account of delayed communications go to costs of the customer.

(5) Customer is taken up by third because of performances in connection with this contract, the customer directBill will immediately inform.

(6) The preceding regulations are also valid after ending of the contract away so far claims of Third / directBill partners on account of services produced during the contract period are asserted or herewith in narrow connection stand.

XI. Duration and ending of the contract relation

(1) The contract has - provided that differently does not determine - at least term of 12 months and runs following that indefinitely. He is not devisable for both contracting parties at the end of the least term with a period of six weeks at the month end provided that expressly another term of notice was agreed. The notice can follow first to the expiry of a quarter.

(2) The right to the extraordinary notice for important reason remains untouched from this. As important reasons are valid in particular:

a) a serious injury or in spite of written reminder repeated injury of assumed contractual duties

b) to fulfill this not only passing incapacity of a party or his fulfillment assistants, her contractual obligations (among other things payment inability)

c) the incentive of a liquidation of a contracting party, the introduction of an insolvency procedure about the property of a party or the rejection of the opening of such a procedure in the absence of mass

d) the setting of payments of a contracting party, the insolvency or the presentation of other clues for the deterioration of the financial relations one of the contracting partners, so that a fulfillment of his contractual obligations is endangered in the meadow that a holding on is unreasonable in the contract.

e) the interdiction or caution of the business model concluded in this contract by public places or judicial decision which prohibits a continuation of the contract or prevents. As an important reason is valid further a change of the legal and regulatory basic conditions which considerably affects the offered services, especially if the contracting parties the contract or with other content would not have concluded if the contracting parties had foreseen this change.

f) the damage of the reputation of a contracting party by the in each case other contracting party on account of her behavior being connected with this contract, in particular injury of laws and regulatory productions, existing code of behavior, etc.

h) the presentation of another important reason on grounds of which the terminating taking into account the isolated case and under consideration of the interests of both contracting parties the continuation of this contract cannot be expected up to the agreed ending.

To require the authorization, compensation, it is not excluded by the notice.

(3) Notices must follow in writing.

XII. Price changes

directBill can change universally valid remunerations from price lists with an announcement period of 14 calendar dates, in particular as far as directBill partners or other presuppliers change her payment in advance prices. As far as a change is justified by price changes of presuppliers, the price change of the directBill follows to the customer according to the price change of the presuppliers in directBill Changes are informed of the customer by price lists of directBill in writing. Changes need no confirmation by the customer. The use of the performances from the time of the change is valid as an acceptance for the purposes of implied action. To the customer is entitled in case of the change of the remunerations within a period of 10 calendar dates after access of the written communication, an extraordinary right to cancel of the contract affected by the price change at the time of the coming into effect of the change, if to the customer a holding on in the contract is not reasonable taking into account the economic interests of both contracting parties.

XIII. Date protection & data security

(1) directBill raises within the scope of the service, official established clientele dates as well as account dates dependent on use process and uses for the supervision and account of the services (s).

(2) directBill produces the contractual performances within the scope of the legal regulations in her in each case valid version; this is valid in particular for the restrictions of the telecommunication law (TKG), the telemidium law (TMG) and the German Federal Data Protection Act (BDSG) as well as the distant registration secret.

(3) directBill will keep the According to EDP processed and stored dates after the principles of a proper date protection.

(4) The contracting parties undertake TKG) as well as in addition for the protection of the distant registration secret (§88 to notice the principles of proper data processing and to keep to the appropriate juridical regulations in particular with the contact with personal dates.

(5) The customer becomes the fulfillment of the data security-juridical tip duties towards the official customers by suitable measures (e.g., publication of GTCT, tape announcements etc.) guarantee.

(6) Personal dates of the official customers are only raised, processes used or into three parts transmitted, provided that the affected person has agreed or arranges the BDSG, TKG, TMG or another regulation or allowed.

(7) The customer agrees with the fact that his dates as well as the dates of the official customers are stored according to the called legal regulations and are processed, as far as this is necessary for the realization of the contract. The customer agrees further that the dates concerning him are traded within the scope of the called legal regulations with directBill partners, provided that this is necessary for the realization of the respective contract.

(8) For the purpose of deciding about the contractual relationship is directBill entitled to collect personal data methodological tools.

(9) The contracting partners oblige her employees as well as other people who come on account of her activity with personal dates to connection, with a separate explanation expressly for the observance of the data security-juridical regulations, in particular in dealing with personal dates (date secret according to §5 BDSG) and to the discretion (distant registration secret according to §88 TKG).

XIV. Spiritual property

(1) Until between the contracting parties expressly in writing agreed remain brands, inventions, patents, licenses, copyrights and other protective rights of directBill in their possession and property. No transference of such rights or the grant of licenses is connected with the contractual regulations and the actions linked with it.

XV. Secrecy

(2) The customer, as well as all employees and other people who come on account of her activity with business and company knowledge and information to connection will preserve without explicit written license of directBill through everybody to them within the scope of the business preparation or completion of contract to known business and company knowledge and information silence towards third.

(2) As confidential is valid all information which was not called expressly in writing as not confidentially. Except from this is all information from which the consignee proves that they are already generally accessible or were already accessible at the concerning time and this is not based on an unjustified announcement by the employee.

(3) As far as it is not necessary for the reaching of the contract purpose, information and knowledge which is confidential neither may be taped nor be transmitted into three parts.

(4) The liability to the confidentiality continues after ending of a contractual relationship for an unlimited period.

(5) The contracting partners are entitled to announce after written vote with the in each case other contracting partner, the realization of a contract with directBill or the contracting partner compared with the public. This follows after written vote with the in each case other contracting partner.

XVI. Final regulations

(1) The non-exercise or not shows immediate assertion of a right or legal remedy from this contract as long as no renunciation of a right or legal remedy how this has not been confirmed expressly in writing.

(2) The customer may transfer rights and duties from this contract only after previous written approval of directBill into three parts.

(3) Additional agreements and changes of contractual regulations as well as regulations of these GTCT need to her effectiveness of the written form. This form requirement can be lifted neither orally nor tacitly or be cancelled.

(4) The partial or entire ineffectiveness of single provisions of a contract, including single regulations of these GTCT does not touch the effectiveness of the remaining regulations. Instead of the ineffective or impracticable regulation a regulation is valid as agreed which comes the sense and the purpose of the ineffective or impracticable regulation, in particular with her linked financially aimed purpose most near. The corresponding is valid for a contract gap.

(5) The right of the Federal Republic of Germany is valid for the contractual relations of the parties to the exclusion of the UN-purchase right. Legal venue for all litigations from this contract is Wiesbaden.

Wiesbaden, March 2011