

### §1. Service & Use, Contractual Relations & Liability

1. Kanzaroo is a payment method powered by InternetQ GmbH, a member of the InternetQ Group. Kanzaroo is utilized by end users ("consumers") in eligible countries to make mobile purchases of virtual goods and services ("products") from providers of gaming, entertainment and other content ("service providers") online and through their phones, fixed or mobile, and be charged directly to the phone bills issued by their phone network operators, fixed or mobile. InternetQ GmbH ("InternetQ") collaborates with the network operators and other service providers ("partners"). Consumer's contractual relationship with their provider remains unaffected in the use of Kanzaroo utilization, unless otherwise stated.
2. Purchases may be repetitive ("subscriptions") or occasional ("one-time payments"). No registration is required for consumers to start the payment process. Consumers only need to provide their phone number, fixed or mobile, depending on the payment method used as follows:

<u>Payment method</u>	<u>Phone number needed</u>
Direct Carrier Billing	Mobile phone number
In-app Payment	Mobile phone number
SMS Billing	Mobile phone number
Voice billing	Mobile or fixed phone number
SOFORT Banking	No number needed. Bank account of the consumer is charged.
3. Due to certain technical and legal restrictions in individual countries, the payment process may differ. Customers will be guided accordingly through instructions on the payment window or an incoming SMS. In general terms, the payment process consists of four steps. Step 1: The consumer starts the payment process. Step 2: The consumer follows the instructions provided in the payment window. Step 3: The payment amount is confirmed and the consumer waits until the transaction is complete. Step 4: Once the payment amount has been confirmed and the purchase of the product complete, the amount is charged to the consumer's phone bill. InternetQ will charge the consumer the amount payable for the purchased products of the service provider, based on existing contractual conditions between consumers and service providers. Information regarding consumer purchases and available services can be viewed on the Kanzaroo Consumer Portal.

4. InternetQ reserves the right to add new payment methods or completely change the Kanzaroo service. InternetQ assumes no liability for the flawless operation and the availability of Kanzaroo. Legal indispensable liability claims remain unaffected.
5. The contracts for the products purchased are in effect exclusively between the consumer and their contractual partner. InternetQ is not obliged to check the contractors and the products the consumer has purchased and does therefore not cover any liability of the respective partner and its offered products. InternetQ is not liable for the content of the web or WAP pages where the use of the Kanzaroo payment is possible.
6. InternetQ accepts no liability for the misuse of Kanzaroo by consumer's (mobile) phone or SIM card.

### §2. Payment, Costs & Financial Usage Restrictions

1. The amount payable is agreed between the consumer and the contractor for the chosen product's gross price in the currency agreed in each case. If in the context of using the Kanzaroo payment method the consumer is required to send an SMS, fees for the SMS transmission may occur and will be charged by the mobile network operator accordingly. In the case of Kanzaroo use via (mobile) internet, additional costs (GPRS, UMTS, etc.) for data connection may occur and will be charged accordingly to the consumer's phone bill. InternetQ charges no own costs to consumers for the use of Kanzaroo.
2. To protect consumers, InternetQ GmbH has enacted certain restrictions in the use of Kanzaroo. In specific, there are daily, weekly and monthly credit limits for subscriptions and one-time purchases set by network operators per country. The consumer becomes aware of the specified limits and can make no purchase of virtual products beyond them. If a consumer does not adhere to these financial usage restrictions, InternetQ GmbH is eligible to claim compensation for the expenditure resulting from the use of Kanzaroo.

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### §3. Consumer's Duty of Care, Obligation to Cooperate & Revocation

1. The consumer should pay attention when submitting a phone number and check its accuracy before confirming it. The consumer must ensure that no other person uses their fixed or mobile phone device or their SIM card to make purchases through Kanzaroo without their explicit permission. If the SIM card is stolen or misused, a report should immediately be filed with the police and the number blocked by the respective phone service provider.
2. Kanzaroo can only be used by the owner of the corresponding phone number. Any abusive use of Kanzaroo is prohibited and may be punishable by law. If facts indicating a misuse of Kanzaroo that affects consumers become apparent, InternetQ reserves the right to terminate the Kanzaroo service immediately and inform the respective contractors, partners and other related parties accordingly.
3. InternetQ will share no personal or other information without the consumer's consent, unless there is a legal, administrative or judicial obligation to do so.

### §4. Consumer's Payment Obligation

1. While using different (mobile) Internet browsers and due to custom software settings, there might be deviations in the presentation of content.
2. Kanzaroo is available in certain countries. Use of Kanzaroo in other countries is not intended by InternetQ. InternetQ accepts no liability for the use of Kanzaroo by consumers in other countries even use of mobile payments in those countries is legally permitted.
3. Consumers remain responsible for settling the balance of their purchases carried out through Kanzaroo. Availability of the Kanzaroo payment service might be limited by specified credit limits consumers have previously agreed with third parties (e.g. phone network provider). The use of Kanzaroo may also be restricted or excluded in other cases, for example if a number is blocked or locked. If payment through Kanzaroo is unsuccessful, the consumer remains obliged to pay for the purchased products.

4. The consumer's (mobile) phone number or SIM card is needed to complete a purchase through Kanzaroo. The payment process starts with either entering the number in an input field through the Kanzaroo payment window, confirming the consumer's phone number via (mobile) Internet, placing a call or sending a keyword via SMS. Depending on the respective country-specific legal and technical conditions, the consumer may confirm payment through Kanzaroo either via SMS, phone call, click on the Web or WAP page, or by entering a transmitted transaction number (TAN) in the Kanzaroo payment window.
5. By performing the payment process as described above, the consumer agrees that they will be charged to their phone bills by their network operators. The respective phone provider will charge the consumer for the payment amount together with any additional amounts arising from the use of the respective (mobile) phone or the SIM card. The phone bill will associate the amount charged with either InternetQ/Kanzaroo or the service provider and the amount is payable to the network operator.
6. InternetQ GmbH is obligated by its contractual partners to secure (and pay) any payments arising from the consumers' deployment of Kanzaroo. Network operators will include respective costs, as well as any other expenses associated with the phone or SIM card usage in the consumer's invoice (phone bill). The amount is payable once the network operator has sent the respective invoice to the consumer. In the case of pre-paid SIM cards, the payable sum is instantly deducted from the consumer's account.
7. Objections to invoiced items or statements of position must be reported within the time period specified by each network operator directly to the operator. InternetQ GmbH is not obligated to refund any amount, while the claim is still effective. The consumer must communicate any objections and possible complaints regarding purchases they realized to their existing network providers directly and/or to any other party specified in the invoice they receive. In this case, the consumer's payment obligations remain unaffected.

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### §5. Liability for Claims arising from Improper Use

1. As soon as the loss of a mobile phone or SIM card is properly reported and filed, the owner is no longer responsible for any further liability claims arising from improper use of the SIM card which occurs after the time of loss. For any claims arising from improper use before notification of the loss of the mobile phone or SIM card, the owner is only liable if they have seriously neglected their obligations (e.g. the loss was not reported immediately). In this case, the owner bears the claims, arising from his breach of duty, in their entirety, provided InternetQ GmbH has fulfilled its obligations.

### §6. Data Protection

1. InternetQ is highly concerned with the privacy of its consumers. InternetQ treats all data shared by consumers as strictly confidential, in accordance with the applicable data protection regulations.
2. The consumer's mobile phone number will solely be utilized for the purpose of the payment process and invoicing, UNLESS the consumer explicitly agrees to the receipt of additional promotional messages by selecting the respective box. If the consumer has explicitly opted to receive promotional messages, such advertising messages may be received to the specified phone number. The consumer's consent can be revoked at any time by sending an SMS with the word 'STOP' to a specified number.

### § 7. Miscellaneous

1. It should be noted that the payment service Kanzaroo and these accompanying Terms and Conditions are subject to change and may be amended or supplemented at any time. The Kanzaroo Consumer Terms and Conditions are available on [www.kanzaroo.com](http://www.kanzaroo.com).