

**Special Terms and Conditions / description of Services for kanzaroo™**

As of: June 2014

**§ 1 Purpose of the Contract**

1. IQ operates the kanzaroo™ branded payment platform, combining different payment methods under this brand.
2. At present the following payment methods are available through kanzaroo™:
  - Premium SMS,
  - Premium Rate (voice calls),
  - Web billing (Direct Carrier Billing),
  - WAP billing (in-app payment),
  - Sofort Banking.
 Each payment method is described in the attachment to this STC (service description).
3. IQ provides kanzaroo™ as payment platform to the customer. This document is to describe the conditions for the usage of each payment method by the customer, no matter whether the services will be used under the kanzaroo™ brand or as branded white label solution or through a direct technical connection with payment logic delivered by the customer.
4. In its scheduling the customer has to consider the varying processing time of regulatory authorities and carriers.

**§ 2 IQ compensation**

1. IQ receives a compensation for services in accordance with this contract which is determined in accordance with the rate sheets.
2. Compensation accruing to IQ is calculated by IQ as a rule with the supplier compensation to be paid. The payment sum which typically results according to this calculation (without consideration of one-off payments) is also indicated as a calculation in the rate sheets. This calculated payment sum provides that the supplier compensation can be collected completely from the carriers. Expenses (such as MT- or routing expenses) as well as one-off fees, e.g. for the arrangement of short codes or keywords or telephone numbers, remain untouched by the calculated payment sum, which only represents a calculation aid.

**§ 3 Calculation of the supplier compensation**

1. A contract shall be agreed about the performance and technical provision of the value-added services between the customer and the respective user or the owner of the connection (user). Remuneration claims of the customer which are based on this (supplier compensation) are billed to the user by its telecommunications operator (TNB). This invoicing of provider fees as well as the out-of-court and in-court collection of debts from the user is based on the respective contract between the user and TNB.
2. This supplier compensation will be calculated and collected by the respective carrier vis-à-vis the end user. IQ advises the customer on the selection of an adequate tariff in accordance with country-specific regulation and other

characteristics. IQ takes on the calculation of the supplier compensation with regard to the carrier and, hence, determines the exact end-user price of a transaction in each network. The respective amount of the supplier compensation is determined in the rate sheets of IQ.

3. The billing of the supplier compensation to the customer is essentially carried out by IQ monthly and is based on the transaction data, which is sent by the respective carrier to IQ. Cumulative credit amounts of the customer of less than €25 per service and month are neither billed by IQ, nor credited; they are ignored without substitution.
4. The supplier compensation will only be paid to the customer once a minimum amount of € 1,000 has been reached.
5. As of the fourth month of the cooperation the required monthly minimum net payout to the customer (comprising all services) has to exceed € 10,000. If this amount is not reached, IQ will charge an administration fee of € 1,000 per month to the customer.
6. IQ has the right to undertake retroactive adaptations and changes to monthly statements compiled by them, provided that other values are given from the final calculation of the respective carrier. As long as calculable differences do not arise, IQ is also entitled to a proportionate correction.
7. The customer is aware that the payment of the supplier compensation by the carrier (depending on the carrier and the country) only follows months after the end of the month, in which the transaction was made. As soon as IQ has received all final and effective supplier compensation for a statement month, the customer share is paid out. A nonbinding time period is given in the contract form or the rate sheets. However, the payment to the customer only results after unreserved receipt of the compensation at IQ.
8. The customer guarantees that the affected claims are viable, freely assignable, and undisputed, and shall remain so until fully settled. Furthermore, the customer also guarantees that the legal status of these claims do not change retrospectively, in particular due to agreements with the user, appeals or off-settings which cause them to expire, the customer effectively exercising a right to cancellation and/or the goods supplied to or services performed for the user by the customer not being in accordance with the contract which means that the user can therefore make claims of rescission, withdrawal, compensation due to non-fulfilment, additional deliveries, remedy of defects or rights of retention.
9. Depending on the respective carrier, the value-added service is bought up by the customer and/or IQ within the framework of a so-called pre-product regulation and supplied to end user in the name of the carrier or alternatively there is a claim from the customer for the production of the value-added service towards the end user. In this second case, the carrier will purchase the service from the customer/IQ (purchase of claim). In the case of the customer's own request and the purchase order: If

separate contract concerning the provision of the value-added service comes into being, based on the respective specification of the carrier, between the customer and the end user, who have sent the SMS, then this is also to be detailed in the rate sheets under designation of the respective provider compensation with the term purchase order. In these cases, the term provider compensation is to be understood as the purchase price, at which the carrier purchases the customer's order with regard to end user and pays this order out to IQ.

10. In the case of turnover commission: If the carrier provides the customer with a turnover commission on the end user price, this, together with the amount, will be determined in the rate sheets. In this case the supplier compensation is to be understood under the terms of turnover commission that the carrier pay out to IQ.
11. IQ calculates the respective supplier compensation in their own name but on account of the customer with the respective carrier and distributes the received payments on to the service provider. Both parties agree that IQ bears neither the risk of loss of demand nor loss of the effective existence of demand. Therefore only those sums are forwarded which IQ receives from an economic point of view and they are final and without reserve of the carrier. As far as further collection measures are concerned, e.g. judicial demand requisitions, IQ has no specific obligations.
12. The customer is obliged to undertake all the required actions upon request from IQ so that IQ can calculate and collect the supplier compensation in accordance with the determinations of this contract. The customer is obliged not to carry out any own calculations or collection measures, unless the collection or the purchase order is finally and definitely rejected by IQ or the carrier.

#### § 4 Sale and cessation in cases of purchase orders

In all cases in which according to figure § 4 there is a purchase order, the following has been agreed between IQ and the customer:

1. The customer is obliged to offer all receivables (against customers of the carrier) arising after conclusion of this contract for sale to the carrier. The carrier will accept (purchase) the claims respectively through monthly calculations with regard to IQ.
2. With this, the customer cedes sold payment claims to the respective carrier. Furthermore, all other rights and claims from its contract relationship with the end user are handed over to the respective carrier, in particular, all independent organisation rights, all dependent organisation rights that are not of a highly personal nature or that serve the execution of the sold payment claims, as well as all customer compensation claims against the end user including all securities incorporated therein. If there are some organisation rights remaining with the customer

thereafter, the customer will acquire the approval of the carrier through IQ before executing these. Upon request from IQ or the carrier the customer is obliged to execute these rights.

3. The carrier already declared its acceptance of the cessation declaration in the contracts with IQ. IQ is entitled to deliver the above-mentioned declarations for the customer in its own name (on account of the customer) or to accept declarations from the end user or the carrier or other third parties (commission commerce).
4. The customer is responsible for the legal stock and the freedom of protest and objection, as well as the transferability of receivables (claims). The customer will support IQ or, upon request, the carrier in the execution of the receivables (claims) to the best of their ability.
5. If the end users raise objections against the ceded receivables from the customer, the carrier can enter agreements with the end users, reducing the amount (goodwill). If the objections exceed this sum, the following applies with regard to receivables and end users: The execution of rights to legal proceedings by the carrier needs the prior approval of the customer, who IQ can declare in their name but on account of the customer. In this case, the customer is obliged to make available to IQ upon request the estimated expenses necessary for the carrier for the claim or legal proceedings (court and lawyer costs) as an advance for a court procedure. IQ can calculate this advance claim with continuous payments. If the carrier has a complete or partial victory, it will pay IQ the costs returned by the end users for the account of the customer. As far as the carrier is concerned, the demand does not count as being effective and will therefore be rejected. If the customer does not make the advance, IQ is not obliged to make the advance to the carrier from its own means and can deny approval for legal proceedings. The carrier will then regard the demand as non-existent based on the objections raised and will therefore reject the purchase price for the demand. As a counter-move to this, it will transfer the demand back so that the customer can pursue any possible claims themselves. IQ is irrevocably authorised to accept this transfer in their own name but on account of the customer, and to transfer this demand for their part on to the customer who irrevocably accepts it. IQ will charge the customer the reversal from the carrier.

#### § 5 Debt collection

1. IQ doesn't bear insolvency risks or other debt collection risks for the collection of provider fees. The customer bears the sole responsibility for the risk of bad debt losses and re-debits. This applies regardless of whether the non-collection of a debt is due to its invalidity, lack of willingness to pay, lack of solvency or other reasons, such as fraudulent activities. As a result, IQ is only obliged to pay a provider fee

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to the customer provided this is covered by the receipt of a corresponding amount. In case of insolvency of a carrier the respective debts of customer count as uncollectable; IQ will cancel the respective statements.

2. Uncollectible receivables will be debited on a separate billing statement and will be charged in a timely manner. If the charge-backs exceed the compensation claim, IQ will generate an invoice that is due for immediate payment. The same applies if the losses are only known at a later date and calculation with current proceeds is no longer possible or is not in the full amount.
3. Maturity and payment of a provider fee depend on whether IQ has the amount effectively available to it, in particular without the right of the carrier to cancellation or re-debiting. The customer is aware that several carriers can re-debit already paid provider fees, partially and without time limitations, if the remuneration cannot be collected from the user. IQ is therefore also authorised to issue the customer with re-debit notes for amount that have already been paid, if the respective carrier re-debits the underlying amounts. In this case, IQ has the right to adjust all upcoming payments to the current loss (especially, deducting the re-debits and losses from the payment) and to adjust the payment conditions with reasonable discretion.
4. If IQ is additionally charged by the customer with the further debt collection after the default of the user, then the following applies: The debt management is solely down to the economic discretion of the carrier or IQ, whereby the interests of the customer have to be suitably taken into account. Neither the carrier nor IQ is obliged to collect the provider fee at unlimited expense. In this type of retail business only limited debt collection is economically viable. A debt against the user only counts as uncollectable if it cannot be collected within 120 days. IQ will inform the customer about uncollectable debts as soon as it has this information. If it is possible to itemise the individual uncollectable debts, then the customer is allowed to demand the uncollected debts from the user via its own debt collection.
5. If the customer does not receive a provider fee from IQ for a period of time or at all, due to the above-mentioned reasons, then the customer remains obliged to pay the agreed connection remuneration. This is due to IQ for the provision of the traffic to the customer, regardless of whether the value-added service is actually performed or paid for.
6. IQ is authorized to cite the customer in opposition to objections by the carrier or the user.

**§ 6 Security deposits**

To secure possible re-debits from the carrier the following payment modalities apply: Of each provider fee that IQ is initially only allowed to collect under reservations, only a partial amount will be paid to the customer. IQ initially retains the

difference as a security deposit and is paid to the customer as soon as it is covered by an effective and final incoming payment. Uncollectable debts are listed within the scope of the monthly customer bills and calculated promptly. If the debt loss or re-debit amount increases, then IQ is authorised to adjust the security deposit of all payments to this amount.

**§ 7 Customer inquiries and claims**

1. After separate agreement, IQ will maintain a hotline on behalf of the customer and process inquiries as well as claims from customers. The customer authorises IQ to meet binding regulations concerning claims with customers on the phone and the supplier compensation accruing to the customer in accordance with IQ's estimates. IQ will take into consideration the interests of the customer accordingly.
2. The customer will designate colleagues and their phone number for enquiries from IQ, who will be available during the usual office hours in the relevant country.
3. For claims or calls received by IQ or the respective carrier that at least also concern the services of the customer according to this contract, IQ is entitled to determine a compensation (see contract form).
4. The carrier have partly reserved the right to decide on an obliging settlement due to objections against the calculation of the transaction or the value-added services offered, according to which demands can be released according to their own estimate. In the case of such a release, the sum is deducted by the carrier from the payment sum or is calculated retroactively with other payment amounts. IQ will therefore not be able to make the payment of the amount issued. In addition IQ is also entitled to decide on the sum of 25.- € apiece in an obliging settlement with the end users, who claim the processing of claims from IQ.
5. With the occurrence of charge backs based on the value-added services offered by the customer, the carrier charge for collection fees. The customer has to bear these expenses against evidence. The same applies to additional expenses that are claimed to IQ by the carrier due to an increase in claims.

**§ 8 Special right of cancellation**

If the respective carrier is no longer able to undertake the invoicing or the collection of supplier compensation and if no equivalent compensation can be found from other carriers, IQ is authorized to immediately cancel the related services due to the absence of the basis of the contract.

**§ 9 VAT**

1. IQ and customer assume that, in principle, the so-called industry solution applies. The value-added service is therefore provided to the user in a fictional chain of services from the customers through IQ and through the carriers.

Due to this industry solution the telecommunication carrier of the user (TNB) will pay the collected end-user VAT to the appropriate tax office. IQ will, hence, only collect and forward the net end-user tariff. If possible, IQ shall provide evidence that the carrier has paid the VAT to the appropriate tax office. However, IQ is neither obliged to prove the application of the industry solution, nor the payment of the VAT by the carrier.

2. If the TNB's do not apply the industry solution in individual countries, then they will not pay the end-user VAT to their tax offices. IQ shall pass on the resulting gross end-user tariff in full to the customer. As the actual providers of the value-added service the customer or optionally its sub customer shall then pay the collected VAT to the appropriate tax office.
3. The decision on whether the industry solution is applied in accordance with Section 1, depends on whether the carrier forwards the net end-user tariff to IQ as per the industry solution or pursuant to paragraph 2 distributes the gross end-user tariff to IQ. If the applicability of the industry solution is changed by the carrier or by the tax authorities, IQ is also entitled retroactively to corresponding corrections of the rate sheets and the invoices.

**Description of Services for Premium SMS**

1. As a gateway for Premium SMS services IQ operates various short code phone numbers (shortcode), which are attainable by SMS from different mobile networks (networks). Each of these short codes is attainable by SMS from each of the networks at a given sales price. The respective short codes as well as the final sales price follow the Premium SMS rate cards from IQ (rate sheet).
2. The Mobile Network Operators (carrier) occasionally grant their mobile users (users) the possibility to send or receive so-called Premium SMS messages (SMS) and so to claim value-added services. The SMS are sent to service portals that are identified through short codes in the respective network. The costs for the utilization of the service arise with the end user through dispatch of a SMS (MO) or through the receipt of a SMS (MT). Each possible short code can only be used for one of these methods.
3. SMS are possibly not supported by all networks and also possibly not on all mobile standards. There may also be restrictions or changes as far as end users are concerned, who have taken out contracts with service providers (SP) of the carrier. The designation of certain networks in this contract therefore only ever refers to end users, who have taken out their mobile contract directly with the respective carrier. Nevertheless SP also count as carrier within the framework of the contract as far as these SMS are concerned.
4. The networks enabling Premium SMS services are the networks for which compensation in the rate sheets has been determined. The networks can and should as far as possible be extended by IQ.
5. IQ offers customers, who intend enabling premium SMS services to end users, the use of access to the allocated IQ short codes, whereby the respective customer will be allocated a service keyword for the short code (shared short code). After separate agreement the customer can also be provided with a temporary short code for exclusive use (dedicated short code). All rights to the short code and the keyword remain with IQ.
6. Apart from the coordination and arrangement of the services with the carriers and the supply of SMS, IQ will also calculate the supplier compensation with the respective carrier and if applicable distribute the collected compensation amounts to its customer. These services are offered only with the performance characteristics and availability, as they are provided by the respective carrier. The customer accepts that the carriers do not assume any guarantee for the processing of a SMS and that the processing of the SMS is subject to certain capacity limits. The parties are united in that IQ should in no way bear any risk of loss in demand or loss in the existing demand.
7. IQ enables the customer to use a short code via certain keywords exclusively allocated to the customer. The keyword enables IQ the unambiguous allocation of the received SMS to the respective customer. For this the respective keyword must be indicated in the creation of the SMS in the first place. The customer has no further rights to the keywords arising from the provision of the keywords; the duration of their use is restricted to the length of the contract.
8. IQ will forward the SMS received for the customer to them in accordance with the procedure agreed in the order form. The customer is obliged to process the SMS received by them directly and to provide the end user immediately and properly with agreed value-added service.
9. IQ is entitled to assign all received Premium SMS to the customer, who is identified by the keyword. SMS that contain no valid keyword cannot be assigned, allocated and therefore cannot be remunerated. The issue of the keyword by the consigner is the sole responsibility of the customer.
10. The short code requested by the customer and the requested respective keyword are given by IQ in the order form or the order confirmation. The agreement of a short code or a keyword is only binding if IQ specifically confirms this in writing after verifying the availability. It cannot be guaranteed that the short code or the keyword will also be attainable from any (including future) networks.
11. The customer is obliged to supply the value-added services regularly and immediately upon confirmation of the transaction, provided nothing else is given in the service description. The availability of the value-added services of the customer has to exceed 99.8% over any 24 hours. The customer is obliged to manage and maintain the necessary requirements at their own expense. If the value-added services are not supplied regularly, the supplier compensation can be decreased correspondingly by the carrier or in certain cases a payment can be completely denied. A lower than 99.8% monthly service availability entitles IQ to terminate the contract without further notice. On-going rights of IQ remain unaffected by this.
12. The customer is aware that, on improper use of the SMS services the carrier can block the relevant short code including all further short codes allocated by IQ. In the case of such a misuse causing a block, the customer must bear the costs of total damage arising from it, and indemnify IQ from any claims. The customer ensures once again that they will abstain from any such misuse and do everything in their power to prevent any such misuse.
13. IQ can take back any short codes or keywords with a transaction volume of less than 500 transactions per statement month. IQ can use the returned short codes or keywords in any other way they desire. There is no claim for compensation from the customer for generated volume from the moment of the return onwards. IQ informs the customers at least ten days in advance concerning the planned

withdrawal of short codes or keywords as well as the moment of the withdrawal.

14. The rights of the customer to the use of short codes or keywords end with the termination of the existing contract relationship.
15. Provided that the return of a SMS is the object of the value-added service, the customer will carry out this dispatch promptly. In SMS MT services, the delivery of the content will be performed through billable SMS-MT. The customer can - provided that nothing else is agreed - take on the dispatch themselves or make use of the services of IQ to carry out the dispatch. IQ then takes on the dispatch of SMS that the customer transfers over to IQ. The dispatch may or can only be carried out to the end user and to the target network from which the respective user has sent the SMS, unless something else arises from the content of the value-added service offered, and this is supported by the carriers. IQ is only obliged to send the quantity of SMS that corresponds to customer forecast to be delivered and which has been confirmed by IQ. The customer is aware that the carriers do not guarantee transmission success of a SMS and that success is dependent upon the reachability of the end user. As a general rule, text messages that cannot be delivered are deleted by the carriers after 48 hours at the latest.

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**Description of Services for Premium Rate (voice calls)**

1. IQ shall offer the customer the realisation of domestic or foreign premium rate numbers (telephone numbers). This includes the operational transfer of the telephone numbers, the termination of agreed routing targets as well as the billing of the value-added services offered by the customer to its users.
2. These Special Terms and Conditions include for example Premium Rate telephone numbers, if dividends (payouts) are considered to the customer.
3. As far as is legally permissible IQ will apply in its own name for the numbers to the respective allocation authorities of the affected country, or will make use of a foreign partner in doing so. The telephone numbers to be used are allocated to the customer temporarily for the term of the contract (derivative allocation). Alternatively, IQ will apply for a number to be allocated directly to the customer (original allocation).
4. If an original allocation of number has already been made to the customer or is to be carried out on the request of the customer, then the customer is obliged to apply for the allocation from the respective authorities on its own responsibility.
5. If telephone numbers of the customer have already been used by other providers, then the new telephone numbers have to be ported to the affected carrier from IQ. In order to do this, IQ is authorised by the customer to arrange the porting from the previous provider to the new carrier.
6. The customer shall inform IQ immediately in writing about returns, cancellations or other alterations regarding a telephone number that has been allocated.
7. If the customer is the original recipient of the telephone number allocation, as per paragraph 2, it is allowed to port it to another supplier at the end of the contract. In this case the customer has to contract IQ in writing with the porting and to bear the applicable porting costs. Insofar as it is legal a porting of telephone numbers, which IQ applied for as per paragraph 1, is excluded.
8. IQ is allowed to withdraw telephone numbers that have been derivatively allocated from the customer, if they are not used. A telephone number counts as not being used if for two successive billing months their monthly turnover does not exceed €100 net.
9. IQ is allowed to use the affected telephone numbers in any way it wishes. The customer does not have a right to compensation for traffic volume generated after the retraction. IQ shall inform the customer at least ten days in advance about the planned retraction and its exact date and time. IQ can grant the customer the possibility, for a fee, to maintain unused telephone numbers based on a separate agreement.
10. IQ will have the telephone numbers set up by a cooperating carrier and ensures the accessibility of the telephone number within the scope of technical capabilities. IQ shall arrange the connection via the signalling channel and the interconnection and maintenance of the channel in use (connection).
11. The routing of incoming call traffic is done automatically via a telephone number transmission in the switching system of the carrier according to a pre-agreed routing plan. Domestic and foreign target telephone numbers are taken into consideration as routing targets. Flexible traffic direction of the intelligent network is possible depending on the respective carrier; further details can be found in the rate sheets.
12. The customer has to inform IQ in writing of the routing targets and alterations to them in time. IQ will process confirmed orders quickly and inform the customer about the exact time of the order completion.
13. Communication from and to connections of other carriers of providers of telecommunication services and telecommunication-supported services are only possible, provided they can be agreed in writing with the carriers or providers. The customer has no claim to insist on these agreements.
14. If the customer itself provides the target connection (external target route), then the customer shall ensure that it is the owner of the connection, or has been authorised by the owner, to set up telephone numbers on the stated target connection. The customer has to inform IQ immediately of any changes to the target numbers, a change of its TNB or the cancellation of the connection in writing, in order to ensure the utilisation of the connection or prevent misuse.

**Description of Services for Web billing (DCB)**

1. IQ operates a Web billing platform that enables Web billing services in several countries and different mobile networks (networks). The possible end-user prices and related conditions are shown on the rate cards for Web billing services from IQ (rate sheet).
2. The Mobile Network Operators (carrier) occasionally grant their mobile users (users) the possibility to pay for value-added services through Web billing and charge the related fees to their phone bills. Depending on the country, Web billing is not supported by all networks and also possibly not on all mobile standards. There may also be restrictions or changes as far as end users are concerned, who have taken out contracts with service providers (SP) of the carrier. The designation of certain networks in this contract therefore only ever refers to end users, who have taken out their mobile contract directly with the respective carrier. Nevertheless SP also count as carrier within the framework of the contract as far as they support Web billing services.
3. The networks offering Web billing services are the networks for which compensation in the rate sheets has been determined. The networks can and should as far as possible be extended by IQ.
4. To use Web billing services the user accesses an https page with his web enabled IT device. Unless otherwise agreed, IQ defines the interface that must be implemented by the customer. After entering his mobile phone number (MSISDN), the user receives a text message containing a TAN for verification purposes. To confirm the transaction the user has to enter the TAN on the https site and click the "payment" button.
5. To verify the payment request of the user the transaction data will be exchanged between IQ and the customer through an interface as defined by IQ. IQ verifies the transmitted MSISDN and initiates a payment request with the identified carrier. After this examination and approval the settlement amount will be reserved and IQ will send a SMS with an individual TAN to the requesting MSISDN.
6. By entering the correct TAN the user will successfully complete the transaction. IQ will instruct the respective carrier to charge the reserved amount to the end-users' phone bill or to deduct the amount from the users' prepaid credit.
7. Apart from the coordination and arrangement of the services with the carriers and the technical procession of the transaction, IQ will also calculate the supplier compensation with the respective carrier and if applicable distribute the collected compensation amounts to its customer. The parties are united in that IQ should in no way bear any risk of loss in demand or loss in the existing demand.
8. The services of IQ include the receipt, processing and verification of the MSISDN as well as the generating, distribution and verification of the individual TAN. These services are offered only with the performance characteristics and availability, as they are provided by the respective carrier. The customer accepts that the carriers do not assume any guarantee for the processing of a payment request and that the processing of the transaction is subject to certain capacity limits.
9. The customer is obliged to supply the value-added services regularly and immediately upon confirmation of the transaction, provided nothing else is given in the service description. The availability of the value-added services of the customer has to exceed 99.8% over any 24 hours. The customer is obliged to manage and maintain the necessary requirements at their own expense. If the value-added services are not supplied regularly, the supplier compensation can be decreased correspondingly by the carrier or in certain cases a payment can be completely denied. A lower than 99.8% monthly service availability entitles IQ to terminate the contract without further notice. On-going rights of IQ remain unaffected by this.
10. The customer is aware that, on improper use of the Web billing services the carrier can block the relevant services including all further services allocated to IQ. In the case of such a misuse causing a block, the customer must bear the costs of total damage arising from it, and indemnify IQ from any claims. The customer ensures once again that they will abstain from any such misuse and do everything in their power to prevent any such misuse.

**Description of Services for WAP billing (in-app payment)**

1. IQ operates a WAP billing platform that enables WAP billing services in several countries and different mobile networks (networks). The possible end-user prices and related conditions are shown on the rate cards for WAP billing services from IQ (rate sheet).
2. The Mobile Network Operators (carrier) occasionally grant their mobile users (users) the possibility to pay for value-added services through WAP billing and charge the related fees to their phone bills. Depending on the country, WAP billing is not supported by all networks and also possibly not on all mobile standards. There may also be restrictions or changes as far as end users are concerned, who have taken out contracts with service providers (SP) of the carrier. The designation of certain networks in this contract therefore only ever refers to end users, who have taken out their mobile contract directly with the respective carrier. Nevertheless SP also count as carrier within the framework of the contract as far as they support WAP billing services.
3. The networks offering WAP billing services are the networks for which compensation in the rate sheets has been determined. The networks can and should as far as possible be extended by IQ.
4. To use WAP billing services the user accesses a WAP/Web- or xhtml page with his WAP enabled IT device. The access may also happen from a native app. Unless otherwise agreed, IQ defines the interface that must be implemented by the customer. In the accessed WAP portal the user may pay for the requested value-added services by clicking on the "payment" button.
5. To verify the payment request of the user the transaction data will be exchanged between IQ and the customer through an interface as defined by IQ. IQ verifies the payment request and will forward it to the respective carrier. After this examination and approval IQ will confirm whether the requested amount was successfully reserved with the respective carrier.
6. The user will then complete the transaction and in certain cases confirm the receipt of the ordered value-added services. Afterwards, IQ will instruct the respective carrier to charge the reserved amount to the end-users' phone bill or to deduct the amount from the users' prepaid credit.
7. Apart from the coordination and arrangement of the services with the carriers and the technical procession of the transaction, IQ will also calculate the supplier compensation with the respective carrier and if applicable distribute the collected compensation amounts to its customer. The parties are united in that IQ should in no way bear any risk of loss in demand or loss in the existing demand.
8. The services of IQ include the receipt, processing and forwarding of the payment request. These services are offered only with the performance characteristics and availability, as they are provided by the respective carrier. The customer accepts that the carriers do not assume any guarantee for the processing of a payment request and that the processing of the transaction is subject to certain capacity limits.
9. The customer is obliged to supply the value-added services regularly and immediately upon confirmation of the transaction, provided nothing else is given in the service description. The availability of the value-added services of the customer has to exceed 99.8% over any 24 hours. The customer is obliged to manage and maintain the necessary requirements at their own expense. If the value-added services are not supplied regularly, the supplier compensation can be decreased correspondingly by the carrier or in certain cases a payment can be completely denied. A lower than 99.8% monthly service availability entitles IQ to terminate the contract without further notice. On-going rights of IQ remain unaffected by this.
10. The customer is aware that, on improper use of the WAP billing services the carrier can block the relevant services including all further services allocated to IQ. In the case of such a misuse causing a block, the customer must bear the costs of total damage arising from it, and indemnify IQ from any claims. The customer ensures once again that they will abstain from any such misuse and do everything in their power to prevent any such misuse.