

## GENERAL TERMS AND CONDITIONS OF THE MEDIA AGENCY HAHN media gmbh.

### 1. SPHERE OF APPLICATION

1.1 The following terms and conditions apply exclusively to services rendered by HAHN media gmbh. to its contract parties (hereafter 'Customer'). Any deviations from said terms and conditions shall require the written form. Any changes to the written form shall in turn require the written form.

1.2 HAHN media gmbh. shall be authorized to amend or supplement the General Terms and Conditions on hand with an adequate period of notice. Amendments shall take effect in accordance with the notification, provided the Customer does not protest in writing prior to the day notified as the effective date of said amendments. Should the Customer oppose the amendment within the specified period, the contract shall expire at the time the amended General Terms and Conditions come into force and any amounts overpaid shall be refunded. This shall not apply in the event the amendments are entirely positive for the Customer or if the General Terms and Conditions are not amended for existing contracts.

1.3 Each amendment shall be notified to the contract party. The currently prevailing General Terms and Conditions of HAHN media gmbh. are published at all times on the company's homepage at: [www.hahn-media.com](http://www.hahn-media.com).

### 2. MATERIALIZATION OF THE CONTRACT

2.1 The contract on the use of services and offers provided through HAHN media gmbh. shall materialize with acceptance of the written agreement by HAHN media gmbh..

2.2 In special cases, HAHN media gmbh. shall also be entitled to accept contracts and assignments by phone, in which case the Customer shall receive a written confirmation. The contract shall be deemed concluded with the information set out in the confirmation if the Customer does not immediately protest or immediately objects to changes to the content.

2.3 HAHN media gmbh. shall be bound to proposals submitted for a period of six weeks. Should the proposal not be accepted by the Customer within said period, a new proposal shall be requested from HAHN media gmbh.. Late acceptance of the proposal shall be equivalent to a new inquiry at HAHN media gmbh..

2.4 Any contract between the parties shall materialize only on the basis of a written order confirmation from HAHN media gmbh..

2.5 HAHN media gmbh. shall retain all proprietary rights and copyrights to demo versions and tender documents. Said materials may not be made available to a third party (for example a competitor of HAHN media gmbh.) and shall be treated confidentially. Provided no contract is concluded, said materials shall be returned to HAHN media gmbh. without delay.

### 3. PERFORMANCE AND FEES

3.1 The scope of the contract performance shall arise from the contract and/or the respective performance description (including price list) from HAHN media gmbh.. In the event of changes to the price list, the Customer shall be notified in good time in advance. Provided the Customer does not immediately object to said changes, the amended price list shall be used as a basis for calculation from its day of validity.

3.2 Monthly fees shall be payable 7 days after issuing the invoice. Other fees shall be due on the rendering of services and shall be billed to the contract party.

3.3 In the event of a default in payment, interest shall be charged in the amount of 2 percentage points above the base rate of the German Central Bank, subject to the assertion of a claim for additional losses.

3.4 Dates of performance or delivery shall be binding only if HAHN media gmbh. has confirmed said dates as binding in writing.

3.5 HAHN media gmbh. shall retain the right to exclude content from the contractual relationship which is in breach of the law or offends common decency.

3.6 HAHN media gmbh. shall be entitled to commission a third party to render services in performance of its contractual obligations.

### 4. OBLIGATIONS OF THE CUSTOMER

4.1 The Customer shall be obliged to check the content supplied in terms of compatibility with third party rights, i.e. name and brand name rights as well as copyrights or other industrial property rights, as well as in terms of general legislation. On filing the application, the Customer shall confirm that said obligation shall be met and that no indications of an infringement of third party rights or other legal provisions arose from said review. The Customer shall indemnify HAHN media gmbh. against any and all third party claims of this kind.

4.2 HAHN media gmbh.. shall not be liable for the accuracy and legitimacy of the content supplied. When preparing content (text, pictures, logos, etc.), the Customer shall observe the relevant trading practices, established rules of technique as well as legal and official rules and regulations and those of professional associations. In particular, the Customer shall observe the necessary rules and regulations in respect of competition, data protection and copyright. In this respect, HAHN media gmbh. shall not be responsible for carrying out its own inquiries. The Customer shall indemnify HAHN media gmbh. against such third party claims.

4.3 The Customer shall be committed to notify HAHN media gmbh. of any disruptions, defects and damages without delay. The Customer shall reimburse HAHN media gmbh. all costs incurred to resolve such disruptions, defects and damages which fall within the responsibility of the Customer.

### 5. NETTING OPTION AND RIGHT OF RETENTION

The Customer shall have the right to set off claims from HAHN media gmbh. only in so far as counterclaims have been determined without dispute or are legally binding. The Customer shall be entitled to assert the right of retention only in the event of counterclaims arising under the contract with HAHN media gmbh..

### 6. FORCE MAJEURE AND LIABILITY

6.1 HAHN media gmbh.. shall be discharged from contract in the event of force majeure. In all cases, force majeure shall be deemed unforeseen events such as those where the effect on the contract performance does not fall within the responsibility of either party. Such events include in particular legitimate industrial action measures, including those within third party organizations, official measures, the breakdown of communication networks and gateways of other operators (for example performance problems in the backbone), impairment in the area of performance providers, other technical failures and errors, including if said circumstances fall within the responsibility of subcontractors or their respective subcontractors. The Customer shall indemnify HAHN media gmbh. in this respect against any and all third party claims. Claims for damages or any other claims shall not arise on the Customer's side in the event of failures which do not fall within the responsibility of HAHN media gmbh..

company  
 HAHN media gmbh  
 schorn 6  
 82319 starnberg

phone.  
 +49 8178 90864-0

fax.  
 +49 8178 90864-60

e.mail.  
 info@hahn-media.com

page.  
 www.hahn-media.com

place of business.  
 starnberg

register court.  
 hrb 167018  
 ag münchen

director.  
 jennifer hahn

sales tax id.  
 DE253503537

tax number.  
 117/128/80750

6.2 HAHN media gmbh. shall not assume liability for any direct or indirect damages caused as a result of technical problems, server breakdowns, data loss, transmission errors, lack of data security or any other reason, unless proof of intent or gross negligence can be furnished. All claims asserted by the Customer shall be limited to 10% of the order value, provided this is permissible under the law. The Customer shall be responsible for the security of his own data. HAHN media gmbh. shall not prepare any backup copies.

6.3 HAHN media gmbh. shall be liable for potential damages only in the event HAHN media gmbh. infringe a material contractual duty that may jeopardize the purpose of the contract or if damages are brought about through gross negligence or willfulness on the part of HAHN media gmbh..

6.4 Should the infringement of a material contractual duty not be caused through gross negligence or willfulness on the part of HAHN media gmbh., the maximum total liability of HAHN media gmbh. shall be limited to the contract value.

6.5 Liability on the part of HAHN media gmbh. in respect of indirect damages, subsequent damages resulting from defects or lost profit shall be excluded.

#### 7. GUARANTEE

7.1 The Customer shall be committed to inform HAHN media gmbh. in writing without delay of any defects that become openly discernible, or, in the case of necessary investigations, determinable defects, but latest within one week of services being rendered. Defects which are not detectable even after careful analysis within said timeframe shall be notified to HAHN media gmbh. immediately on detection.

7.2 In the event of a legitimate complaint or defects which are the responsibility of HAHN media gmbh., HAHN media gmbh. shall make subsequent improvements.

7.3 The guarantee period extends to six months and shall begin with acceptance of or the provision of services through HAHN media gmbh..

#### 8. CONTRACT DURATION, TERMINATION OF CONTRACT

8.1 The contract duration shall arise from the respective performance description / written proposal / contract.

8.2 In the event of unusual and/or improper exploitation on the part of the Customer, HAHN media gmbh. retains the right of special termination with a notice period of seven days. In this case, any overpayments shall be refunded. Claims for damages and any other claims on the part of the Customer shall not arise as a result.

8.3 Provided individual agreements do not stipulate a different contract duration or notice period, a notice period of three months shall apply. The declaration to give notice shall be made latest on the last weekday of the preceding month by way of a registered letter.

#### 9. DATA PROTECTION

9.1 In accordance with § 33 para. 1 of the German Federal Data Protection Act (BDSG) and § 3 para. 5 of the Teleservices Data Protection Act (TDDSG), the Customer shall herewith be informed that HAHN media gmbh. gathers its address information in machine-readable form and processes tasks arising under the terms of the contract electronically. In addition, in so far as called for under the terms of the contract, required login and access information is stored for the purpose of proof. The Customer shall expressly agree to said process.

9.2 In so far as HAHN media gmbh. avails itself of third parties for the rendering of services called for under the terms of the contract, HAHN media gmbh. shall be authorized to disclose subscriber information, should this be necessary for the performance of services.

9.3 Both contract parties shall guarantee that employees dealing with the execution of the contract are aware of and observe the relevant data protection and other relevant legal regulations. In case of noncompliance of the customer, HAHN media gmbh. is entitled to charge a remuneration of 2,5 of the original charge.

9.4 Both contract parties shall keep passwords confidential and change said passwords immediately if it is assumed that an unauthorized third party has learned of the password. The Customer shall notify HAHN media gmbh. immediately in the event of a corresponding suspicion. The same shall, in turn, apply to HAHN media gmbh., when making changes to passwords which have a bearing on the Customer and his activities. New passwords shall be transmitted between the contract parties according to arrangements made and only to specially authorized staff of the respective contract party.

9.5 Master data shall be deleted latest at the end of the calendar year following termination of the contractual relationship, provided no contradictory special reasons exist in individual cases. In so far as a Customer has registered objections in respect of the level of relationship fees billed, billing information may be stored until said objections have been conclusively clarified. Furthermore, master data may remain stored up to the end of two years provided this should be necessary to process complaints or for any other reason of orderly processing of the contractual relationship. In addition, deletion of master and billing data may be omitted in so far as called for under legal provisions or if necessary to pursue claims.

#### 10. FINAL PROVISIONS

10.1 The place of performance is D-82319 Starnberg (Bavaria), Federal Republic of Germany. The relevant Court based at the place of performance (Amtsgericht München) with factual and regional responsibility shall have exclusive jurisdiction for all claims arising from and under the contractual relationship between the contract parties, including suits upon a check or bill as well as any disputes arising between the parties in respect of the materialization, processing or termination of the contract, provided the Customer is a general businessman, a legal body under public law or a public sector special fund. HAHN media gmbh. shall also be authorized to file a suit at the Court factually and regionally responsible for the Customer.

10.2 German law shall exclusively apply to the contractual relationship between the contract parties. The application of the UN right to purchase shall be expressly precluded.

10.3 Should a particular provision of the contract on hand be or become inoperative, this shall not affect the validity of the remaining provisions. Rather, the inoperative provision shall be replaced by a provision that matches or at least comes close to the purpose of the agreement which the parties would have agreed to achieve the same economic result should they have been aware of the invalidity of the provision. The same shall apply correspondingly to any incomplete provisions.

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company  
HAHN media gmbh  
schorn 6  
82319 starnberg

phone.  
+49 8178 90864-0

fax.  
+49 8178 90864-60

e.mail.  
info@hahn-media.com

page.  
www.hahn-media.com

place of business.  
starnberg

register court.  
hrb 167018  
ag münchen

director.  
jennifer hahn

sales tax id.  
DE253503537

tax number.  
117/128/80750