Terms and Conditions
of the ISPpro Internet KG

The following Terms and Conditions are just a translation. Only the german terms and conditions are legally binding.

1.1 The company ISPpro Internet KG and it´s devisions (hereinafter known as THE PROVIDER) does all goods and services on the basis of these terms and conditions. As far as domain names are covered by this contract, supplemented by the registration conditions of each registrar.

1.2 Recognize from these terms in whole or in part, different terms and conditions of THE CUSTOMER we do not, unless we have expressly agreed in writing, accept them. These terms and conditions also exclusively apply, if we provide knowledge of conflicting terms of our customer services, without reservation. Deviations from these terms and conditions shall be effective only if THE PROVIDER notice THE CUSTOMER in writing.

1.3 If THE CUSTOMER is a businessman, these terms and conditions also apply to future business of the parties, without any further specific reference.

1.4 THE PROVIDER has the right to change these terms and conditions. Changes will be announced to THE CUSTOMER. They are effective if THE CUSTOMER does not object within one month of receiption of the notice of change. If THE CUSTOMER does not disagree within one month, starting at the day of the receiption of the notice of change, the change becomes effective. If THE CUSTOMER disagree within the above mentioned period, the current terms and conditions stay effective until the next possible cancellation date. If THE CUSTOMER does not terminate the contract, the contract automatically renews and the new terms and conditions become effective.

2. Formation of Contract

2.1 The contract becomes effective in writing, oral, by telephone or via electronic sales order and its acceptance of THE PROVIDERS execution or confirmation. As far as the written form is required for the effectiveness of the instruction it will be noticed in the respective performance description.

2.2 The presentation of products on the website of THE PROVIDER is not a legally binding offer, but a not binding online catalog. THE CUSTOMER makes a binding order by ordering the selected products.

2.3 THE PROVIDER has the right to refuse and to execute orders, if the content of laws, administrative regulations or it is against the interest of THE PROVIDER or the execution for THE PROVIDER is otherwise unreasonable. The adoption of such contracts already by THE PROVIDER includes the right to reject the execution after proper examination is not enough. THE

PROVIDER may refuse to run especially if the client is already in arrears with payments. With justified rejection of THE PROVIDER reserves the right to the remuneration agreed upon taking into account costs saved.

3. Scope, availability

3.1 The scope of the contractual obligations resulting from the individual contract or the relevant specifications of THE PROVIDER. Free services and to the terms hereof also granted voluntary unpaid services and services at any time without prior notice and justification curtailed or discontinued. In this regard, there are no claims by THE CUSTOMER.

3.2 THE CUSTOMER charges for any additional transmission capacity that exceeds the contract was for the individual transfer volume is calculated using the current valid price list addition.

3.3 THE PROVIDER guarantees the availability of its infrastructure by 97% throughout the year. The performance due to force majeure or events that were caused from THE PROVIDER or its vicarious agents. Eliberately or grossly negligent are not the fault of THE PROVIDER. In these cases, THE PROVIDER is exempt from liability, there will be no refund of charges. Increased violence in particular any unforeseen events are the occurrence of any party. These include lawful industrial action, even in conditions, governmental action, failure of communication networks and gateways of other operators, in the direction indicator (other carrier), even if circumstances in the area of sub-contractors, subcontractors or their subcontractors, or by THE PROVIDER authorized Operators of subnodal data processors occur.

If the power failure was caused by THE PROVIDER or its vicarious agents intentionally or grossly negligently and lasted for a longer period than one full calendar day, a certain percentage of the refund paid in accordance with pay will be done. This can also be effected by offsetting the next contractual payment due by THE CUSTOMER. A right for termination for cause by THE CUSTOMER does not exsist.

4. Domain registration, exemption, domain name disputes

4.1 On allocation of a domain, THE PROVIDER will act only as a mediator. The contract for the domain exists between THE CUSTOMER and the respective top-level domain (TLD) registry. In this regard, the procurement provisions of the relevant registrar are effective.

4.2 THE CUSTOMER warrants that the registration of the domain does not infringe rights of third parties. Of third-party claims and all expenses, based on the unauthorized use of an Internet domain

Terms & Conditions   2

ISPpro Internet KG - Lahnsteiner Str. 7 - 07629 Hermsdorf / Thuringia - Germany
Court of Registry: District Court Jena - HRA 202638 - CEO: Dirk Seidel

by or with the approval of THE CUSTOMER, THE CUSTOMER will dispense THE PROVIDER, the Internet Corporation for Assigned Names and Numbers (ICANN), Network Solutions Inc. (NSI), DE-NIC, as well as other free to register competent bodies and persons.

4.3 If generic TLDs such as. com,. net,. org,. info,. biz, museum. etc., are part of the contract, THE CUSTOMER acknowledges that disputes should be clarified under the terms of the ICANN over the domain because of violation of trademark , names and other rights under the Uniform Domain Name Dispute Resolution Policy (UDRP) (http://www.icann.org/udrp/udrp-policy-24oct99.htm). It is incumbent upon THE CUSTOMER to assume his rights for the purpose of himself or a third party for a target procedure under the UDRP. THE CUSTOMER further acknowledges that the licensed registrars are required to delete, according to an appropriate award in proceedings under the UDRP, the domain or transfer to a third party, as long as THE CUSTOMER does not prove, within 10 days after receiving the award, that he compiled lawsuit because of legitimacy of the domain to a national judgement against the opponent of the arbitration.

4.4 While the duration of a court proceeding or arbitration on the domain for the infringement of trademarks, names and other rights as well as 15 days beyond the final decision in this case beyond a transfer of the domain is excluded by THE CUSTOMER to third parties unless it ensures that the faring decision binding on the third party in the same manner as for THE CUSTOMER.

5. Duties and Responsibilities of the Customer

5.1 THE CUSTOMER is obliged to use the performance and services of THE PROVIDER properly and pay the agreed payments on time.

5.2 THE CUSTOMER may not faded against legal prohibitions with the Internet presence, banner against the morals and rights of third parties (trade name, copyright, data protection laws etc.) and failed to realize any offenses. THE CUSTOMER may not enter its Internet presence in search engines if THE CUSTOMER violates the use of key words which could violate legal prohibitions, the morals and rights of third parties. Upon detecting legal violations or illegal content, THE PROVIDER is entitled to block the corresponding web page. THE PROVIDER will notify THE CUSTOMER immediately of such action.

5.3 THE CUSTOMER is obliged to check his email box for incoming messages at regular intervals not exceeding for four weeks. THE PROVIDER reserves the right to send the incoming personal messages to the sender if the measures, provided for in the respective package capacity limits, are exceeded.

5.4 THE CUSTOMER commits to keep all passwords, that he got from THE PROVIDER for aims of services, a secret. THE CUSTOMER commits to notice THE PROVIDER immediately as soon as he gets the notice that third parties know the passwords. If in succession of a fault of THE CUSTOMER a third party conducts abuse with the password on services of THE PROVIDER, THE CUSTOMER is liable for all usage fee and all damages against THE PROVIDER.

5.5 THE CUSTOMER agrees to send, without the explicit consent of the recipient, no e-mails that contain advertising. This is especially true if the relevant e-mails are distributed en masse with the same content (so-called "spamming").

5.6 THE CUSTOMER is obligated to design his web page in that way, so an excessive load on the server will be avoided. For example CGI scripts that require a higher capacity than average memory. THE PROVIDER is entitled to exclude THE CUSTOMER or third parties from the access to this web page if the web page does not meet the above requirements. THE PROVIDER will inform THE CUSTOMER immediately of such action.

5.7 THE CUSTOMER commits not to run stored chats or software downloads on his pages that are discarded on THE PROVIDERS presence, exceptxcept for products and services where this is explicitly allowed.

5.8 Obvious defects and damage to the services provided by THE PROVIDER must be reported immediately. The costs generated by the inspection of equipment costs are reimbursed by THE CUSTOMER when and if it is determined after the examination, that a fault existed in the responsibility of THE CUSTOMER.

5.9 Any change of name of THE CUSTOMER, address, bank details or the name under which he is conducted in the customer center, has to be send immediately in a protected customer self-register to THE PROVIDER.

5.10 If THE CUSTOMER breaches these duties, THE PROVIDER, after warning, is immediately entitled to terminate the contractual services to prevent the spread of the programs and files and the contract without notice, if necessary. Should THE PROVIDERS gets notice of faulty CUSTOMER data, THE PROVIDER is entitled to lock the customer account and the services immediately, without sending any notice, until the update of the customer data has been done. Compensation claims according to the locking of the customer account do not apply. If any false identifying information of THE CUSTOMER appears (eg fantasy address, telephone number or non-existent email address), THE PROVIDER has the right for immediate termination of all contracts without

sending any notice. In the case THE PROVIDER has also the claim on the fees being charged until the end of the regular contract period.

6. Blocking of an account

6.1 THE PROVIDER is entitled to use it´s right to withhold performance, especially to block the access to the affected service for the duration of the following limited circumstances:

a) THE PROVIDER is getting order by a court, government or otherwise will be prompted to authorized bodies for the respective lock-down;

b) THE PROVIDER receives knowledge of illegal content;

c.) THE CUSTOMER violates anyof these conditions, conditions belong to the Civil Code or products of an individual contract and maintains the breach of duty, although THE PROVIDER requests this violation by setting a deadline and the inforcement of an account blocking.

6.2 THE PROVIDER will inform THE CUSTOMER about the existence or threat of closure as well as their cause. With the threat of lock THE PROVIDER gives THE CUSTOMER a reasonable time for disposal. If the CUSTOMER does not eliminate the cause of the threatened closure due time the provider is entitled to perform the blocking. The blocking or the threat of blocking will be repealed as soon as THE CUSTOMER demonstrate the circumstances that justify the blocking of the account or the contractual compliance and legality of content by notification to THE PROVIDER.

6.3 The obligation to pay remuneration for the suspended services that are agreed to use whatever remains, endures while the blocking but not beyond the reach of ordinary dismissal of the next termination date. Closures due to open payments will be revoked earliest at the date of booking to the customer account.

6.4 THE PROVIDER is not obliged to check THE CUSTOMER website for possible violations of law. After recognizing of illegal offenses or contents which are inadmissible under the foregoing provisions, THE PROVIDER will be entitled to exercise his right to withhold performance and to suspend the tariffs. THE PROVIDER will notify THE CUSTOMER of any such measure. The service provider can also lock services when systems operate differently from normal operating behavior or react, and thus the security, integrity, or availability of the server systems and infrastructure of THE PROVIDER will be affected.

7. Prices

7.1 All prices are quoted, unless otherwise stated, including the legally applicable VAT.

7.2 THE PROVIDER reserves the right to increase prices at any time, by giving reasonable notice.

In this case THE CUSTOMER is entitled to terminate the contract at the time of application of the price change.

8. Payment

8.1 The invoice will be issued for the current amounts (unless otherwise agreed) by 15 th day of each beginning of the month. The invoice amount must be paid (if the invoice did not noted otherwise) in advance before the start of a new contract period or of a new contract month or a new billing period but not later than 31 st of the month the invoice has been credited in the account. For direct debit THE PROVIDER will deduct the amountof the invoice from the account not later than the 31st day of the month.

8.2 Other charges, in particular one-off charges for specific deployments, after the service have to be paid immediately upon the receipt of the invoice.

8.3 The contract is calculated under consideration of administration costs for the automatic direct debit payment. If THE CUSTOMER wishes another payment method or THE CUSTOMER is excluded from the direct debit payment because of an charge back, THE PROVIDERS is entitled to charge 5,00 EURO plus VAT per payment for additional personnel expenditure and material cost.

9. Arrears

9.1 If THE CUSTOMER is in arrears with payments, THE PROVIDER reserves the right to lock or hold back all services and benefits to the open amount immediately .In addition, THE PROVIDER is entitled to charge default interest from the date of commencement at the rate of 5% above the rate of the German Federal Bank. If THE CUSTOMER is in arrears with payments for two consecutive months or a significant proportion of the fees , THE PROVIDER can terminate the contract without notice and may require compensation for non-performance. In this case THE CUSTOMER registered domain name will fall back to the respective registrar.

9.2 In case of a direct debit authorization THE PROVIDER get a charge back, he is entitled to fully charge the damage caused bei the charge back.

9.3 If THE CUSTOMER is in arrears, partial payments will be cleared first on the costs, then on the interest and at last on the oldest back claim.

10. Setoff, right of retention

10.1 Relative claims of THE PROVIDER to THE CUSTOMER is empowered to offset only to the

extent that the counterclaims are undisputed or legally binding.

10.2 A right of retentions has only dibs on THE CUSTOMER to assert counterclaims arising from the contract with THE PROVIDER.

11. Contract period and termination

11.1 The contract period begins on the date of delivery of the service by THE PROVIDER or the contractually agreed date. The contract, unless nothing else is agreed, is concluded for a period of 12 months. It will be automatically renewed for another 12 months if it will be not terminated later than 3 months before the relevant contract period ends. Contracts cannot be terminated before the end of the first contract period (12 months). If a contract has been explicitly concluded without automatic renewal, THE CUSTOMER will be informed by THE PROVIDER before the contract expires. THE CUSTOMER has to extend the contract by himself in the customer center.

11.2 The termination form has to be done in writing by fax or post or otherwise address communicated. If THE PROVIDER offers an electronic option to terminate the contract in the secure customer center, THE CUSTOMER must complete the termination electronically in THE CUSTOMER center. Relevant for the compliance is the timely receipt of the termination by the other contracting party.

11.3 The contract may be terminated by either party for good cause. Good cause exists when a party cannot hold the contract for reasons that are unacceptable (for example, threat of physical violence against employees of THE PROVIDER) for the other party or the other party has not remedied despite the ad.

11.4 Should occur the impression of debit or payment difficulties , or the impression that THE CUSTOMER can no longer fulfill his contractual payment obligations, THE PROVIDER is entitled to terminate the contract without any notice to THE CUSTOMER. The termination will be done without any obligation to reimburse the fees that are already paid or has to be paid at the end of the contract period.

11.5 If THE CUSTOMER did not move his domain to another provider at least 30 days before the termination becomes effective, THE PROVIDER is authorized to release the domain (eg in case of termination with own suppliers) . At least after expiration of the mentioned period all rights of THE CUSTOMER in relation to the registry will expire.

11.6 If THE CUSTOMER dies, the heirs are allowed to cancel the contract in writing to the end of the invoiced period. The heirs are obliged to proof the dead of THE CUSTOMER by sending the death certificate to THE PROVIDER.

12 Liability and compensation claims

12.1 THE PROVIDER is only liable for damages resulting from loss of life, body or health caused by a negligent or willful misconduct of THE PROVIDER itself or by servants or agents. For other damage, THE PROVIDER shall be liable only if they were caused by intentional or grossly negligent breach of duty of THE PROVIDER or his servants or agents.

12.2 THE PROVIDER does not guarantee that the service offered, is suitable for a particular software or a specific use. Necessary downtime for maintenance activities will be announced as soon as possible. THE PROVIDER will eliminate interference within the existing technical and operational capabilities as quickly as possible. THE CUSTOMER is aware of the fact that web space accounts can be addressed on a virtual site with browsers that comply with the current HTTP specification (HTTP 1.1). This includes the current versions of Firefox ©, Internet Explorer ©, Opera ©, Chrome © und Safari ©. In this case the liability shall be limited to typical foreseeable damages at contract conclusion. Furthermore, liability for damages or consequential damages caused directly or indirectly by the software used, are excluded.

12.3 Compensation claims from impossibility of performance, positive breach of contract and negligence in tort, both against THE PROVIDER, as well as their relation to excluded employees and vicarious agents, unless intentional or grossly negligent.

12.4 THE PROVIDER is not liable for the loss of user data and customer files. THE CUSTOMER is obliged, without exception, to backup all the data that is stored by THE PROVIDER. This backuo has to be located physically outside of the infrastructure of THE PROVIDER.

13. Customer Liability

13.1 THE CUSTOMER is responsible for all consequences and disadvantages to THE PROVIDERs and third parties from the improper or illegal use of the Internet services of THE PROVIDER and responsible for his obligations that are not fulfiled.

13.2 THE CUSTOMER dispense THE PROVIDER of damages resulting from an injury-free by law or third party rights, unless THE CUSTOMER is at fault. This is especially true for copyright, privacy, labeling and competition law violations. If indemnification is not possible, THE

Terms & Conditions   8

ISPpro Internet KG - Lahnsteiner Str. 7 - 07629 Hermsdorf / Thuringia - Germany
Court of Registry: District Court Jena - HRA 202638 - CEO: Dirk Seidel

CUSTOMER owes the replacement of the damage. This is especially true for the prosecution and legal defense of THE PROVIDER. THE CUSTOMER reserves the right to prove that the damage was not created or that the damage significantly is lower. THE PROVIDER will notify THE CUSTOMER immediately of the claim by a third party.

14. Privacy Policy

14.1 THE PROVIDER hereby expressly disclaims according to Federal Data Protection Act and Teleservices Data Protection Act that personal data is stored as part of contract execution. THE PROVIDER also points out that the data is in the performance of the contract sent to the third party involved in the registration and in the ordinary way of identifying the owner released the domain, including public access opportunities within so-called Whois databases.

14.2 THE PROVIDER may collect, on the basis of the Teleservices Data Protection Act and the applicable specific data protection rules, process personal data, and use, as far as the implementation of the contractual relationship (ie, for the reason, possible changes and possible substance) is necessary.

14.3 The personal data of CUSTOMER who are required to use the services of THE PROVIDER to provide and pay (usage data), are also used for exclusively handling the contracts concluded between the parties. Such usage data are the means of identification as a particular user, information on the beginning and end and the extent of each use and information about THE CUSTOMER as a user of services.

14.4 The usage data will be stored as long as they are needed for billing purposes, unless the user has raised objections to the invoice or the invoice is not paid by that date. Because there is effective legal basis to save a duty data for longer than previously named here, THE PROVIDER will comply.

14.5 THE CUSTOMER is aware that the content stored on the Web server can be viewed at any time from a technical perspective of providers. In addition, it is theoretically possible that the data of THE CUSTOMER in data transmission over the Internet is accessed by unauthorized third parties.

15. Exemption

THE CUSTOMER agrees to indemnify THE PROVIDER in the internal relationship of any claims of third parties based on illegal acts of THE CUSTOMER or errors in the contents of this

Terms & Conditions   9

ISPpro Internet KG - Lahnsteiner Str. 7 - 07629 Hermsdorf / Thuringia - Germany
Court of Registry: District Court Jena - HRA 202638 - CEO: Dirk Seidel

information provided. This is especially true for copyright, privacy and competition law violations.

16. Final Provisions

16.1 Changes and additions to the contract must be done in writing. This also applies to the repeal of this clause. To contracts concluded on the basis of these terms, exclusively by the laws of the Federal Republic of Germany. Performance is Hermsdorf/ Thuringia.

16.2 The sole jurisdiction for all claims, arising from and due to the contractual relations between the parties -including checks and bills and all the parties to disputes arising over the formation, the settlement or termination of the contract if THE CUSTOMER is a merchant, legal person of public Law or public law special – is Stadtroda.

16.3 If any provision of this Agreement is or becomes invalid, this shall not affect the validity of the remaining provisions. In lieu of the invalid provision of the agreement are relevant to the purpose or at least close substitute provision that would have agreed upon to achieve the same economic result if they had known about the invalidity of the provision. The same applies to the incompleteness of the rules.

16.4 THE CUSTOMER has to use the following adress for any business matters.

ISPpro Internet KG
Lahnsteiner Str. 7
D-07629 Hermsdorf
Germany

Date, 2011-11-01

Cancellation policy

Right of Withdrawal
You can revoke your contractual statement without stating reasons in written format (e.g. by letter, fax or Email) within 2 weeks. The period begins on receipt of this instruction in written format, however not before the conclusion of the contract and also not before the fulfilment of our information duties according to article 246 § 2 in conjunction with §1 clause 1,2 of the Introductory Act to the Civil Code (EGBGB) as well as our duties according § 312 clause 1, 1 of the German

Civil Code (BGB) in conjunction with article 246 § 3 EGBGB. Ensuring the revocation period depends on the timely sending of the revocation.

The revocation should be addressed to:

ISPpro Internet KG
Lahnsteiner Str. 7
D-07629 Hermsdorf
Germany

Legal consequences:
In the case of an effective withdrawal the mutually received benefits have to be returned and the profits (e.g. interest), shall be handed over.
If you are not able to return the products or if the products are defective, you are required to pay compensation. Any compensation payments for damaged products have to be made by you within 30 days after you have given your declaration of revocation. For you the period begins by sending your revocation, for us upon receipt thereof.

Special advice:
The right of withdrawal for services expires, if the contract is totaly fulfilled from both parties and at the express request of THE CUSTOMER before THE CUSTOMER have exerted his right of withdrawal.

End of cancellation policy

The above right of withdrawal shall not apply to transactions in commercial activities or professinal activities. Please note: according legal regulations there is no right of revocation if there are clearly customised to meet THE CUSTOMER personal needs.

Date, 2011-11-01