

General Terms and Conditions for Advertisers



For Operating Partner Programmes on the belboon online-platforms

1. Area of Use / Definitions

1.1. The following general terms and conditions are part of each and every contract between the belboon-adbutler GmbH, Karl-Liebkecht-Straße 1, D-10178 Berlin (called: belboon in the following) and the contract partner.

1.2. belboon provides services, performances and supplies for Advertisers only on the basis of these General Terms and Conditions for Advertisers. Apart from that belboon is entitled to pass on services or other parts hereof to be carried out independently by third parties or an agent.

1.3. The validity of the General Terms and Conditions for Publishers refers to all services offered to Advertisers by belboon. By making use of the services by belboon the Advertiser acknowledges these General Terms and Conditions as binding.

1.4. Apart from the present General Terms and Conditions, the relevant valid price list provided by belboon also becomes part of the contract.

1.5. The following definitions are used for applying and interpreting the contract:

Publisher

A Publisher is a natural or legal person, owner respectively operator of digital media (websites, e-mails, SMS, MMS, and others), providing belboon with linked advertising platforms that are further passed on to an Advertiser. A Publisher is an entrepreneur (§ 14 BGB – Civil Law Code) and not a consumer (§ 13 BGB).

belboon

With its partner programme network belboon makes advertising available to Advertisers on digital media by Publishers. To this end, belboon negotiates framework agreements, offers technical infrastructure and records the negotiated services.

Double Opt-In

With the „Double Opt-In“ option, entry into a subscription list is carried out in two steps:

1st Step: Upon request the interested party receives an e-mail with an individual confirmation link.

2nd Step: Only when the interested part has activated this confirmation link and through this a confirmation, he will be entered into the subscription list.

Life-Time-Commission

Where a "Life-Time-Commission" is concerned, the customer is recruited by the Publisher only once. For this single recruitment the Publisher receives a commission that is limited to this relevant programme – life time. In case this programme life time ends then so does the "Life-Time-Commission".

Advertiser

As a rule, the Advertiser is an enterprise that is recruited by belboon and advertises through the Publishers on mobile and digital media. The Advertiser has if the advertising material was successful an obligation to pay belboon in accordance with the current valid price lists.

Contract Partners

belboon's contract partners are Publishers as well as Advertisers.

Advertising Material

Any type of advertising material (e.g. banners, texts, flash-animations and others), that the Advertiser makes available to belboon for advertising purposes.

Advertising Platform

A digital medium (ad carrier) which is created as an advertising platform in the belboon online system eg a website, newsletter, mobile site etc. It is used by the Publisher to intergrate one or more digital advertising materials made available by belboon programmes.

2. Contract Conclusion

2.1. The contract is concluded between belboon and the Advertiser. In certain cases it is possible that the Advertiser agrees supplementary conditions for participating in the partner programme. These conditions are deposited physically in belboon's online system is communicated with to his Publishers as supplement to the General Terms and Conditions for Publishers with regard the relevant partner programme.

2.2. Only legal entities as well as natural persons of unlimited legal capacity can become Advertisers at belboon. There is no claim for participation.

2.3. In order to apply as an Advertiser a valid business license or extract from the trade register must be presented.

2.4. In case an employee of a legal entity applies for Advertiser at belboon, then a written authorisation must be presented. The same applies in case of a third party (e.g. agency) registering as an Advertiser upon his orders or contacts belboon upon his orders.

2.5. A contract is only then valid, when belboon confirms the registration of the Advertiser with a written signed contract.

2.6. For the registration, the Advertiser must provide the requested complete details and answer truthfully. The Advertiser must update the belboon online system independently, at the latest, however, within two weeks of changes taking place. If there are changes to the contract partnership, e.g. due to changing company's names, take-over, relocating the business etc., then the Advertiser must inform belboon in writing with relevant extracts from the trade register and / or proof of business.

2.7. The Advertiser agrees to receive e-mails through belboon and also through the contract partners of Publishers. In case the Advertiser objects to receive such e-mails, then this is an implied cancellation of the contract.

2.8. The Advertiser is obliged to observe the valid regulations during all activities made through belboon. Only partner programmes and advertising means can be registered, whose contents neither violate current laws of the Federal Republic of Germany nor morals and decencies. The Advertiser alone is responsible to monitor this. At the same time belboon is entitled to check the Advertiser's websites for their contents and, if necessary, switch them off. The check-up may also be carried out by technical means.

2.9. The Advertiser guarantees that he will not save any data or direct to any such data that may violate belboon's technical infrastructure and operating processes (e.g. viruses, Trojans, etc.).

2.10. belboon has the right to become also active as Publisher, Advertiser or agency.

2.11. belboon has the right to advertise with the Advertiser as reference and also use the relevant name and logo in all media.

3. Participation

3.1. Participation in belboons affiliate network is subject to a charge. The prices of the relevant current price list publicised online are applicable.

3.2. The Advertiser has a virtual account with belboon.

3.3. The Advertiser has to make a certain currency specific prepayment in advance for the availability of partner programmes by belboon. To this end the Advertiser receives an account invoice about the payment of his credit to a virtual account after having registered. All transaction (e.g. fees for credit cards) must be carried by the Advertiser.

3.4. Access for the Advertiser will be activated by belboon after the contract has become effective. As far as nothing else has been agreed upon, the currency specific minimum volume as per current price list has to be paid in.

3.5. The Advertiser is obliged upon request by belboon, which may also happen via e-mail, to fill up his Advertiser account immediately. In case the account reaches the currency specific minimum credit, then belboon can deactivate the partner programme immediately and stop the Advertiser's advertising means.

3.6. Invoices by belboon are payable upon receipt. Part payments are not credited to the virtual credit account of the Advertiser in the belboon system. The Advertiser is not entitled to deduct a discount.

3.7. belboon prepares monthly accounts for used Advertiser credit. Should the Advertiser account not show a positive credit at the time of the monthly accounting, then the Advertiser receives the relevant monthly settlement retrospectively as soon as the credit account at belboon shows a positive credit.

3.8. belboon sends invoices exclusively in PDF format with qualified electronic signature according to the German Signature Law (SigG) to the Advertisers by e-mail. Additionally the electronically signed invoices can be downloaded in the Advertiser login section of belboon. The Advertiser specifically refrains from receiving the invoices by surface mail.

4. Code of Conduct

4.1. belboon transfers Publishers applications to the Advertiser for participating in his partner programme. The Publishers application to belboon for a partner programme must be confirmed or rejected within 14 days by the

Advertiser. After the end of the 14 days an automatic confirmation of the Publisher is generated. The Advertiser accepts the Publisher's application in the name of belboon.

4.2. The Advertiser alone decides about accepting a partner programme with regard to belboon. Therefore the Advertiser alone is responsible to monitor Publishers participating in his partner programme continuously. The Advertiser is furthermore entitled at any time to exclude individual Publishers from his partner programmes in the name of belboon. belboon is not responsible towards the Advertiser with regard to the Publishers participating in his partner programmes.

4.3. The Advertiser within the belboon network is obliged to include a legally valid imprint in his e-mail communications with the Publishers, either in text form or immediately available via a link.

4.4. Solicitation of partner programmes which operate outside of belboon network towards Publishers on the belboon network and using belboon technology is not permitted. If this is not observed independent of the reason, then the Advertiser will have to pay belboon a contractual penalty amount of 5,001.00 Euros.

5. Advertising Materials

5.1. For his partner programme the Advertiser makes available suitable advertising means including necessary codes, hyperlinks, and other. He is obliged to document chargeable transactions (views, clicks, leads, sales) by belboon with the help of applied tracking methods in his area of influence and not to obstruct the belboon tracking-system during contractual collection of transactions.

5.2. Only the Advertiser is responsible for the correct and operating integration of tracking codes supplied by belboon.

5.3. The Advertiser can activate the placement and frequency of available advertising means upon his own judgement in the name of belboon. The Advertiser has no influence on this as long as this does not contradict his economic interests.

5.4. The Advertiser issues belboon with a licence for the duration of the contract to use and pass on within the framework of the belboon network towards the Publishers, all trademarks, copyrights and similar rights that he may use within the scope of the partner programme. Unless the Advertiser has not explicitly excluded this through the participation conditions of his partner programme, belboon can underlicence this licence to Publishers so that these can advertise for the Advertiser by order of belboon.

6. Remuneration & Invoicing

6.1. The remuneration conditions within the framework of the partner programmes will be negotiated between belboon and the Advertiser. The remuneration portion for the Publisher will be fixed by belboon and this communicated to them through the belboon system.

6.2. belboon is entitled at any time and without giving any reasons to pause or stop the Advertiser's partner programme.

6.3. The Advertiser is obliged not to rank belboon lower than compared with other affiliate networks with whom the Advertiser also works together, with regard to the remuneration and transaction structures. This also applies to all other, non-monetary partner programme conditions (e.g. Cookie-Lifetime, AutoAccept and others).

6.4. In case the Advertiser wishes to change conditions, then these must be made known to belboon at least 3 days before they become effective.

6.5. Remunerations for transactions based on Pay per View or Pay per Click become due at once and are always immediately and irrevocably confirmed by the Advertiser and thus acknowledged as being finally chargeable. Remunerations for transactions that are based on Pay per Lead or Pay per Sale and charged must be confirmed respectively or be cancelled with belboon by the Advertiser as soon as possible, within a period, if nothing else has been agreed, of 45 days. After the end of this period the belboon system by order of the Advertiser issues an automatic confirmation of the transaction. Confirmed transactions, independent of the reason, are finally accepted by the Advertiser and his duty for payment towards belboon irrevocably acknowledged. A retrospective cancellation, even if only in parts, is excluded in any case.

6.6. Cancelling a recorded transaction is only possible, if there is the case of a defined cancellation or recall contained in the supplementary participating conditions of the partner programme, according to the distance selling regulations. In all other cases the Advertiser has no cancellation rights. It is therefore the Advertiser's responsibility to formulate his supplementary participating conditions towards belboon and his Publishers such that all relevant reasons for cancellation are covered. A double recording of a transaction by two or several different affiliate networks is however not considered a cancellation reason.

6.7. Cancelling transactions recorded by belboon and the thus connected remuneration by the Advertiser is only permitted, when the Advertiser mentions the cancellation reason and can prove this by presenting belboon with suitable documents, customer documents or log files. belboon is entitled to have these details checked by an auditor, sworn to secrecy, viewing the relevant business documents. The Advertiser must make the relevant

business documents available to the auditor within 14 days. The charges for employing an auditor are borne by belboon, unless the cancellation by the Advertiser was completely or in parts contrary to contract.

6.8. The Advertiser will also have to pay, in case he or one of his employees (agents) has caused a tracking failure or another malfunction. In such a case the value to be replaced is worked out based on the average daily turnover of the past 3 months. The complete daily turnover is reavired for each day since the campaign start and no less than three day´s worth of turnover.

6.9. The Advertiser must take care that his account with belboon always shows a sufficient credit so that remunerations for open, not yet confirmed transactions can always be covered from a positive credit. Should this not be the case then belboon is entitled to charge relevant default interest.

6.10. Credits on the Advertiser account will not incur interest. An Advertiser credit becomes invalid within the deadline according to § 195 BGB in case the Advertiser account is inactive or the credit cannot be transferred due to faulty or missing account details.

7. Supplementary Participation Conditions

7.1. The Advertiser can specify supplementary participating conditions for his programme. These will be bindingly communicated to Publishers, participating in their partner programmes through belboon. These supplementary contract conditions between the Advertiser and belboon only become part of the contract, when they have been physically integrated into the belboon system as supplementary participating conditions. Reference to external conditions (e.g. on the Advertiser's server) are not sufficient. The supplementary participating conditions must not be contradictory to belboon's General Terms and Conditions for Publishers and Advertisers. In case of collision the General Terms and Conditions for Publishers and Advertisers by belboon take priority.

7.2. In case of changes in the supplementary participating conditions, the Advertiser will inform the Publishers taking part in his partner programme and belboon at least 3 days in advance, before the conditions become effective. Should there be an important reason then the period may be shortened in individual cases. The Advertiser is responsible to check that the supplementary conditions have been properly deposited in the belboon system.

7.3. In case the Advertiser wants to exclude Publishers with respect to belboon to make use of his protected trademarks or other rights that he uses within the partner programme (compare item 5.3) then this requires a written regulation within the partner programme participating conditions in the belboon system.

8. Advertiser's Liability

8.1. The Advertiser is liable towards belboon in particular for the advertising material made available to him. This also applies to possible turnover defaults caused by the Advertiser based on defective advertising means and - transfers.

8.2. The Advertiser releases belboon from all claims for damages, liability claims and such costs that belboon may incur in case a claim is filed against belboon, where advertisements by the Advertiser violate the competition law, industrial property rights of third parties, or other laws respectively regulations.

9. belboon's Liability

9.1. belboon will do everything that is necessary to guarantee that the online system is available 24 hours per day, with the exception of interruptions for necessary maintenance work or due to third parties not connected with belboon. Should the online system fail anyway, then belboon will take care at once to restore the availability within their frame of possibilities. The contract parties will recognise that in exceptional cases there will be a small number of transactions that cannot be recorded by the online system. This will however not result in the Advertisers making a claim against belboon.

9.2. belboon is not liable for force majeure and events that cannot be influenced by belboon (e.g. natural disasters, war, viruses). Thus belboon is not liable for resulting interruptions, respectively destruction of data. It is up to the Advertiser to produce back-up copies. A technical securing of data is carried out at least once a week by belboon.

9.3. belboon does not guarantee turnover successes.

9.4. belboon is not liable for damages that occur due to violating the data updating obligation (compare item 2.6) In case belboon thus suffers a damage then this must be compensated for by the Advertiser to its full extent.

9.5. Furthermore belboon is not liable for the correct and complete transactions made by the Publisher in the name of belboon such as address details, bookings, sales etc. as well as liquidity of end users. In case belboon suffers damages, then these must be compensated for by the Advertiser to its full extent.

9.6. belboon is only liable for damages other than injuries to life, body and health, only in as far as these have been caused by intent or gross negligence or are based on a culpable breach of fundamental contractual obligations by belboon, its employees or one of their agents. This also applies to damages resulting from a violation of obligations during contract negotiations as well as performing impermissible actions; a further extended liability for compensation is excluded.

9.7. The liability is limited except for intentional or grossly negligent behaviour, violating the cardinal's obligation or injuries to life, body and health by belboon, its employees, third party service providers or their agents to typical foreseeable damages upon contract conclusion and fixed to contract typical average damages, at the most however, 5,000.00 Euros per claim. This also applies to indirect damages, especially incurred loss of profit.

9.8. The regulations of the product liability law remain unaffected.

9.9. In case the Advertiser suffers damages by the inappropriate behaviour of a Publisher, then the Advertiser is entitled and asked to claim subsequent claims, damages from all hereof resulting claims, especially information, omission- and damages claims against the Publisher. belboon promises to assign its right to the Advertiser.

10. Data Protection

10.1. belboon is entitled to raise, process and store person related data of the Advertiser and his agents, while respecting the current data protection regulations.

10.2. belboon is also entitled to pass on such data that the Advertiser has deposited in the belboon online system to external service providers for the purpose of validating address and data as well as for checking the credit worthiness, while respecting the current data protection regulations.

10.3. The stored data will exclusively be used for handling the contract concluded between the parties. They will not be used for other purposes, e.g. for advertising or market research. After the contract has been completely fulfilled the contract partner's data will be blocked and permanently deleted after the end of the legal deadline. After that the data are no longer available for use.

10.4. In case the Advertiser wants his data completely removed, he will have to turn to the support of belboon as mentioned on the website.

10.5. The Advertiser authorises belboon, to pass on data given during the application process to all Publishers that have entered into a partnership with the Advertiser for belboon or have applied to do so.

10.6. In case the Publisher wants his data completely removed, he will have to turn to the support of belboon as mentioned on the website.

11. Amendments

11.1. Amendments to the General Terms and Conditions for the Advertiser are always possible and will be announced by keeping to a term of two weeks. They will be made available by e-mail and via the online system.

11.2. As long as this is not explicitly objected in writing within two weeks, the new General Terms and Conditions are considered to be accepted by the Advertiser.

11.3. In case of an explicitly written objection, then the contract is considered cancelled according in the sense of item 12.1.

12. Cancellation

12.1. The contract may be cancelled with two weeks to the end of the month by each contract partner.

12.2. The cancellation notification by the Advertiser can only be done in writing on paper (original letter or per fax), a cancellation by e-mail is not accepted. A cancellation by belboon does not require a written form and can also be sent by e-mail.

12.3. Until the contract ends the Advertiser will have to settle all open remunerations.

12.4. The right for an extraordinary cancellation according to item 12.1 remains unaffected.

12.5. A possible remaining credit will be paid out to the Advertiser after all costs incurred have been deducted. In case of an arithmetical minus credit, possible payment demands must be settled immediately. For payments below the sum of the currency specific payment limit, a handling fee will be charged. Both are regulated by the valid price list publicised online.

12.6. In case of an important reason, belboon is entitled to an extraordinary cancellation right.

12.7. An important reason is in case the Advertiser does not observe the regulations of item 6.3 and 15.5. It is of no importance, whether the non-compliance is caused by the Advertiser or by a third party acting on orders of the Advertiser. Claims for damages and contractual penalties remain unaffected.

13. Contract Penalty

13.1. For each case of violating the regulations of item 6.3 and 15.5, belboon and the Advertiser agree upon a contractual penalty of 5.001,00 Euros per case.

13.2. It is of no importance, whether the non-compliance is caused by the Advertiser or by a third party acting on orders of the Advertiser.

14. Publicity

The YOC AG, as 100 per cent owner of the belboon-adbutler GmbH, and as a listed enterprise, is obligated to publicity according to the Securities Trading Act (WpHG) and is furthermore subject to a voluntary commitment for publicising important business and price sensitive facts. For this reason the Advertiser confirms his agreement for publicising relevant facts in shape of press releases, corporate news and within the frame of quarterly reports.

15. Other

15.1. The German Law is applicable, excluding the UN-sales law.

15.2. As far as the Advertiser is a merchant, a legal entity under public law or a federal special fund under public law, or does not have any general place of jurisdiction nationally, or has relocated abroad after contract conclusion or his whereabouts at the time of filing a claim is unknown, then the place of fulfilment and jurisdiction for disputes resulting from our contract is Berlin.

15.3. These General Terms and Conditions for Advertisers apply exclusively to the contract. Other conditions are not part of the contract contents, even, if belboon has not expressly objected to them.

15.4. Amendments or supplements to this contract must be done in writing to become effective. Employees at belboon are not authorised to make verbal changes or add supplements or verbally confirm anything.

15.5. The Advertiser is obliged, for the whole contractual period as well as for a period of two years after the end of the contract, not to enter into contractual relationships with Publishers from belboon, directly or indirectly via third parties, for the purpose to obtain services to support the Advertiser advertising his website and the offered goods and services by the Publisher, in case the Publisher has taken part in partner programmes of the Advertiser and this Publisher belonged to the 20 strongest turnover - Publishers according to the net remuneration of the Publisher,

- in the partner programme of the Advertiser in the period of the past 12 months or
 - in case the programme ran for a shorter time or
 - the Publisher only took part in the partner programme for a short while.

This does not apply to such Publishers, with whom the Advertiser evidently signed relevant contracts before the Advertiser applied for the platform at belboon. The Advertiser is obliged, in case of any infringements against this obligation to pay belboon a suitable contractual penalty defined by belboon and checked by the relevant court.

15.6. In case of legal disputes between the parties, the German contract version is applicable.

16. Severability Clause

In case conditions of the current contract are or may become invalid in the sense of German Law, then the validity of the remaining conditions remain unaffected. As replacement of or to fill up gaps, a suitable regulation should be put in place that comes closest to that what the contract partners originally wanted.

Berlin, in July 2011