

General Terms and Conditions of the cellity AG for international customers

The following Terms and Conditions are part of every contract between cellity AG (hereinafter referred to as “cellity“), Stahltwiete 23, 22761 Hamburg, Germany, and the customer as well as his legal successors. International customer (herein referred to as “customers”) in the sense of these General Terms and Conditions refers to every owner of a mobile phone connection, who does not use a German mobile phone number. cellity provides its services to customers on the basis of these General Terms and Conditions for international customers. The validity of these General Terms and Conditions extends to all services offered by cellity, in particular to the product- and service-specific regulations which can be viewed and downloaded at www.cellity.com. By making use of the services, the customer accepts these General Terms and Conditions as binding upon him.

Section A: general principles

1. Conclusion of the contract

In the context of the registration procedure, the customer shall enter his data completely and truthfully.

2. Termination

2.1. The ordinary notice of termination of the individual services defined in Sections B and C.

2.2. The statutory right to terminate this agreement for cause shall remain unaffected.

3. Display of advertisements

3.1. The customer agrees to cellity displaying advertisement banners during service delivery.

3.2. cellity reserves the right to modify the advertisement form without prior notice.

4. Exclusion from liability

4.1. cellity shall only be liable for damages other than those caused by injury of life, body and health if these are the results of intent or gross negligence or of a culpable violation of an essential contractual obligation by cellity, its employees or its vicarious agents. This shall also apply in case of damages due to the violation of obligations during contract negotiations as well as due to the commitment of illegal acts. A liability for damages beyond that expressed above is excluded.

4.2. The liability is limited to during conclusion of the contract predictable typical damages and only in the amount of contract coherent average damages apart from intent or gross negligence, breach of a cardinal obligation or injury of life, body or health by cellity, its employees or vicarious agents. This shall also apply for indirect damages, especially loss of profit.

4.3. The provisions of the Product Liability Act shall remain unaffected.

4.4. The special reasons for exclusion from liability mentioned in Sections B and C remain unaffected.

5. Place of jurisdiction and applicable law

5.1. The laws of the Federal Republic of Germany shall apply excluding the United Nations Convention on Contracts for the International Sale of Goods. Compelling regulations of the law of the state in which the customer has his usual residence shall remain unaffected.

5.2. Inasmuch the customer is a merchant who has been entered as such in the commercial register, a legal person under public law or a special fund under public law, or has no place of general jurisdiction within the country or transfers his residence abroad after the conclusion of the contract, or his residence is unknown at the time of the institution of legal proceedings, the place of jurisdiction for disputes resulting from this agreement shall be Hamburg, Germany.

5.3. If any provision of these General Terms and Conditions should be ineffective or contradictory to the laws, the effectiveness of the remaining provisions shall not be affected.

Section B: Provisions for Prepaid License Agreements

1. Conclusion of the contract

1.1. The prepaid license agreement between cellity and the customer is concluded by the customer registering according to the defined electronic procedure, indicating the data required for the conclusion of the contract, and by cellity accepting the contract by sending an electronic registration confirmation.

1.2. Persons under the age of 18 are not allowed to use the services provided by cellity.

2. Contractual services

2.1. Upon the conclusion of the contract, cellity provides the customer with connection services in return for payment by automatically establishing financially cheap connections for the customer's mobile phone connection when the customer makes use of telecommunication services via telecommunication networks and also via the internet, if applicable.

2.2. The connection services provided by cellity according to para. 3.1 exclude calls to foreign service numbers. If the customer still calls foreign service numbers, these calls will be invoiced to him according to the conditions which are usual in this branch.

2.3. The customer can use the connection services provided by cellity according to the service description available on the website.

2.4. cellity provides the connection services only if the minimum fee advance will have been booked to the prepaid customer account (cf. Para. 5. of these General Terms and Conditions).

3. Obligations of the customer

- 3.1. The customer ensures that he has a mobile phone connection provided by a network operator or service provider. The customer knows that otherwise cellity is not able to provide the connection services.
- 3.2. The customer knows that emergency calls according to Section 108 of the German Telecommunications Act can only be made via the mobile phone connection of the network operator or the service provider of the customer.
- 3.3. The customer shall ensure that his mobile phone connection and thus the services provided by cellity are not used in an unauthorized way. Prices resulting from an unauthorized use of the connection are to be paid by the customer if and as far as he is responsible for the unauthorized use.
- 3.4. The customer shall also pay those prices resulting from third parties using the customer's mobile phone connection with the customer's authorization.
- 3.5. In case the connection system is lost or stolen, the customer shall immediately notify cellity.
- 3.6. The customer undertakes to always dial the respective country code, the local area code or the mobile network code and the subscriber number so that the connection service can be established. The customer knows that these entries are a mandatory condition for cellity to duly provide the services.
- 3.7. The customer is committed to immediately inform cellity of a modification of his contract-relevant data, especially of those data cellity requests in the customer area. Particularly, for some of cellity's services the customer also has to verify the tariffs applying to his mobile phone contract and to immediately enter possible modifications in the online customer area. Cellity transfers respective updates to the customer's mobile phone on the basis of the data the customer indicated. The customer is committed to accept these updates. Because this is the only way cellity can guarantee that the cheapest connection is at all times selected. If the customer does not meet the above mentioned obligations, cellity is no longer able to guarantee the respectively cheapest connection. In this case, claims for damages raised by the customer against cellity with regard to this point are excluded.
- 3.8. The customer is committed to correctly set the time and date (time and date in the home country of the SIM card) of his mobile phone. Otherwise, cellity will not be able to guarantee the customer a timely exact accounting.
- 3.9. Cellity is principally designed for the customer using a single mobile phone. If the customer uses cellity on further mobile phones, these phones need to be newly synchronized prior to use. Otherwise, cellity will not be able to guarantee the connection to the right called party. The above mentioned shall not apply if the customer concluded a separate contract for each further mobile phone according to para. 2. of these General Terms and Conditions.
- 3.10. The customer is not allowed to use "twin cards" or the like for cellity services that include voice features as the use of such twin cards could result in malfunction of the service.

4. Terms of payment / prepaid account

- 4.1. The customer shall pay an advance in the minimum amount of 10.00 EUR into an account indicated by cellity for using the services arising from the prepaid license agreement, e.g. the connection fees themselves as well as the fees arising from the use of the connection services. For this purpose, the customer can use the cash payment method offered on cellity's website at www.cellity.com.
- 4.2. Those prices shall apply which are indicated on the website at www.cellity.com at the time of the beginning of the services provided by cellity. All indicated prices are end user prices and – according to the user's territory – clearly state whether or not they include legal VAT.
- 4.3. cellity keeps an electronic settlement account for every customer individually and exactly to the day. This account serves to set the advance payments made by the customer against the charges he has to pay for using the services arising from the prepaid license agreement according to para. 5.1.
- 4.4. The customer has the possibility to view his settlement account in the personal user area on the website at www.cellity.com by entering his user ID and password.
- 4.5. Objections raised by the customer against debits from his prepaid credit account require a written notice to cellity within two months after receiving the invoice.
- 4.6. cellity is only committed to establish call connections if and as long as the customer account shows a credit. Cellity is authorized to interrupt established connections in case the credit is exhausted.
- 4.7. Fees resulting from the unauthorized use by third parties are to be paid by the customer as far as he is responsible for the unauthorized use.
- 4.8. In case of negative booking operations due to credit card payment, cellity is authorized to invoice the customer an appropriate service charge if the negative booking operation is the result of the customer's fault.
- 4.9. The credit on the customer's prepaid account expires after 180 days of inactivity. Inactivity includes the entire period of time during which the customer does not effect any fee required action. Every fee required action resets the inactivity counter at zero.

5. Invoicing

- 5.1. Immediately after having paid in a certain amount to his prepaid account, the customer will receive a confirmation of the amount paid in. This confirmation as well as the invoices concerning the services provided by cellity in form of itemized bills is free of charge available to the customer on the website at www.cellity.com for a period of six months. The customer can there view the invoices and download them without a qualified electronic signature.
- 5.2. In case the customer desires hard copy invoices, the creation and dispatch of the invoice require a service charge according to the service description.

6. Termination

- 6.1. The license agreement concluded between cellity and the customer shall run for an indefinite period of time.
- 6.2. Both parties are authorized to terminate the agreement at any time without observing a notice

period.

6.3. The termination requires the written form.

6.4. In case of the termination of the agreement (e.g. by notice of termination) the remaining credit on the user account expires.

7. Exclusion from liability

7.1. cellity shall not be liable for contract data wrongly entered by the customer (cf. Para. 4.6).

7.2. cellity shall not be liable for damages resulting from the fact that the customer does not immediately inform cellity of a modification of his contract-relevant data, in particular of those data cellity requests in the customer area. This shall in particular apply in case the customer does not immediately enter a modification of the tariffs applying for his mobile phone contract in the online customer area at www.cellity.com.

7.3. Cellity shall not be liable for damages resulting from the fact that the customer does not meet his obligation to accept the respective updates transferred by cellity (section B, para. 3.7.).

7.4. In case the customer did not meet his obligation according to section B, para. 3.8 of these General Terms and Conditions to correctly set time and date of his mobile phone, cellity shall not be liable for possible damages resulting from this breach of the customer's obligation.

Section C: Provisions for the Email Service

1. Conclusion of the contract

1.1. The email service agreement between cellity and the customer is concluded by the customer registering according to the defined electronic procedure, indicating the data required for the conclusion of the contract, and by cellity accepting the contract by sending an electronic registration confirmation.

1.2. Persons under the age of 18 are not allowed to use the services provided by cellity.

2. Contractual services

Upon the conclusion of the contract, cellity provides the customer with an email account free of charge.

3. Assignment of names and usage

3.1. The customer can request an email name (ID) of his choice. This identifier can be composed of real names or fantasy names combined with numbers. Customer has no contractual right to a specific identifier.

3.2. The chosen identifier must not infringe on third-party rights (such as but not limited to trademark rights) and must not infringe on the applicable German laws.

4. Storage space

4.1. cellity grants the customer a storage space of 20 MB for each email account.

4.2. If the storage capacity is exhausted, the customer can choose between the following options: emails already received will automatically be deleted in chronological order of receipt or file attachments of emails already received will automatically be deleted in chronological order of receipt.

If the customer doesn't select any of the above mentioned options, incoming emails will be rejected.

4.3. cellity is always anxious to protect customers from unsolicited emails (spam). The customer agrees to cellity installing adequate filter software to automatically sort out and delete respective spam emails. However, due to permanently changing technologies, cellity cannot guarantee the customer to not receive any unsolicited emails.

5. Unauthorized advertisement and unauthorized contents

5.1. The customer undertakes to abstain from any form of unauthorized advertisement. The customer is in particular not allowed to use his cellity email account to send emails containing commercial advertisements to third parties unless the recipient gave his prior consent or unless sending such emails is legal.

5.2. The customer further undertakes not to send emails that infringe on applicable laws, he undertakes in particular not to send emails with defamatory, calumnious, wrong, offending, indecent, threatening, inconveniencing, blasphemous, sexually-oriented, obscene, racist contents or contents that are morally harmful to adolescents.

6. Modifications and settings of the service

6.1. cellity is authorized to stop or modify existing functions of the service without giving reasons. In such cases, cellity will send the customer an email to his cellity email account 4 weeks prior to the modifications. If the customer does not agree to the modifications, he has the right to immediately terminate the agreement.

6.2. cellity is authorized to completely stop the email service at any time without giving reasons. In this case, cellity will inform the customer 4 weeks in advance by sending an email to the customer's email account. In case of such a discontinuation, it is the customer's obligation to transfer the data stored in his cellity email account to an adequate medium. Once the service is discontinued, the



customer has no right to reclaim any data.

6.3. If customer does not use his cellity email account for six consecutive months, cellity is authorized to terminate the contract and delete the account. After the deletion of the account, cellity has the right to assign the email ID to a third party.

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