

## Version 1.1

### General terms and conditions of trade of iXtension for own products

#### 1. General

1.2 Contracting parties are iXtension K.S. (in the following referred to as "iXtension"), mailing address: 811101 Bratislava, Nám SNP 15, Slovak Republic and the customer. The following conditions describe under which terms and conditions customer can use the mobile data services and contents offered by iXtension per Web, WAP, SMS, MMS or other communication technologies. Customer declares to agree to the following business conditions by access to and or use of such Web- or WAP-pages or products of iXtension (in the following referred to as General Conditions "GC") to the extent nothing else has been agreed in writing or is cogent under the law.

1.3. The version of GC as updated from time to time is permanently available in the Internet under <http://www.ixtension.com>. It is possible any time to print out the GC by aid of the general browser function or to copy them onto the own hard disk or another storage medium. Customer is hereby expressly invited to inspect, print out and copy such GC. Without accepting these GC the purchase of a product is technically not possible. In case of modification of the conditions of business they are sent to customer by email for information two weeks before entering into force, to the extent customer has registered himself.

1.4. Exclusively the present GC are to be applied to the contract between customer and iXtension. To the extent conditions of business of customer contradict the GC in total or in part they do not become content of the contract even if not having expressly been renounced. This only does not apply in case iXtension has expressly agreed in writing to

the contradicting GC of customer.

1.5. The binding version of these GC is exclusively the English version. Only this version is relevant for the contents of these GC and the resulting rights and duties. Versions in other languages are non-committal translations only serving the purpose for information.

#### 2. Products

2.1. iXtension sells products of own production.

2.2. iXtension does not accept liability for the information on the Website communicated to be up to date, complete or correct or that it is transmitted currently and technically faultless.

2.3. To buy products customer may register with iXtension but is not obliged to do so. Eventually, the extent of entitlements depends on the customer being registered or not. Registration is free of costs. Upon registration customer gets a user account without time limit. In case a registered customer does not make use of his account for a period of two years iXtension is entitled to delete the account without further notice. An eventual loss of data in such cases is to be born by the customer.

#### 3. Conclusion of contract

3.1. Upon ordering a product per single demand customer makes a binding offer to make use of the chosen product at the effective price as from time to time. By acceptance of the offer by iXtension through a) dispatch of the product to the customer or b) start of the downloading of

the product by customer e.g. by mailing and subsequent activation of a WAP-push-link or entering a communicated download pin by customer or c) clearing access to such product for customer (eg by clearing the MSISDN for such product) a contract is concluded between the contracting parties.

3.2. iXtension does not safeguard to customer special qualities of the product exceeding the mere usability or regular use. This concerns primarily its applicability and own compatibility with other programs or operational systems. Customer bears sole responsibility for the choice of the product. The product can only be used with those operational systems being listed in the product description under "supported system surrounding".

3.3. Payment for the product purchased by customer is exclusively made by credit cards or PayPal. To safeguard a secure transaction and the safety of the data transmission iXtension uses a data transfer with SSL (Secure Sockets Layer) encoding. iXtension authenticates such encoding with VeriSign. The security of the payment by credit card is guaranteed by MetaCharge Bank, handling the credit card operation. At no time iXtension receives resp. stores the credit card data. MetaCharge accepts Visa and MasterCard/Eurocard as means of payment.

3.4. Upon conclusion of the purchase contract customer owes iXtension an amount to be paid, resulting from the amount of the respective prices visible in the iXtension E-Commerce-System at the time of the retrieval or the order. Prices offered by iXtension are indicated on the respective product.

iXtension undertakes whatever possible to indicate the correct prices. In the improbable case that the wrong price is indicated on the Website of iXtension, iXtension is not obliged to supply the product at the indicated price. In such case iXtension will not supply the product but communicate the correct price and give the opportunity for a repeated order.

3.5. In addition to the purchase price costs arise for the time of the online-use of iXtension and during the download of software for telephone- and internet access fees. The amount of such fees partly depends on the dialing speed of the telecommunication infrastructure of the connection used by customer and the quality of the net connection. Such costs may arise when downloading and are to be accounted by customer with his provider.

#### **4. Rights and duties of customer**

4.1. Customer is obliged in case of registration to give the required data completely and correctly. In addition, customer undertakes to update his data in case of modifications immediately and without being asked to do so. Customer is obliged to protect his customer and access data with utmost care and against access by third parties. As soon as customer gets to know that third parties had or have access to the password he is obliged to have his iXtension-customer account blocked by email to the customer service of iXtension. The use of offers from iXtension by third parties is to be allocated to the respective customer, whose data are used for the access. In such cases the costs caused are to be born by the respective customer in any case, who has to bear the eventually caused damages suffered by iXtension in the full amount. This also applies to consequential damages.

4.2. Upon full payment of the invoiced amount customer obtains a permanent simple right of use for the software resp. software license obtained by him.

4.3. The commercial use of the software, unless provided for differently, is excluded, primarily any other copying of the product purchased - with the exception of a safety copy -, completely or in part, by any means and in any form, distribution or sale. The customer must not lease out or lend the product or grant sublicenses in any way. Customer must not use the product purchased on more than one station simultaneously.

The product is exclusively licensed for use at the station number indicated upon purchase. An installation in a network allowing use on several stations is only permitted if having been expressly indicated in the product description. A repeated installation of the product in another station is not possible and also not permitted.

4.4. The removal of the copy protection or similar protection measures is not admissible.

Program changes, for what reason ever, primarily for the development, modification, redevelopment or similar use are not admissible. Copyright marks, indications of other commercial protectional rights or serial numbers and other marks serving the identification of the product may under no circumstances be removed or altered.

4.5. All products sold or brokered by iXtension are subject to copy right and trade mark right protection. Upon purchase of the product customer merely obtains the right for simple use. All other rights remain with iXtension resp the license holder. In the last

case eventual license regulations of such provider eventually being communicated are to be applied. Copying or duplication or processing of the products obtained by customer is also not admissible. The same applies to abuse the email account allocated with the customer account to send promotional mails for own or another's products to third parties or for spamming.

4.6. Customer is entitled to warranty to the extent provided by law. Claims for defects not impairing the usability of the product in a substantial extent do not exist. Warranty to undertakers is excluded. The product descriptions cited primarily on the website only serve as information and do not constitute expressly promised qualities.

4.7. Defects are to be communicated by customer exclusively by sending an email to the following address: support@ixtension.com.

## **5. Limitation of liability**

5.1. In case of willful action or gross negligence iXtension is liable for compensation of damages. This only applies to typical contractual foreseeable damages. The amount of compensation is limited to the triple amount of the purchase price. Liability is excluded for damages through loss of data or hardware faults being caused by incompatibility of the components installed in the station of customer with the purchased product and for system faults which may arise due to

misconfigurations or older, disturbing not completely removed drivers.

5.2. In case of slight negligence iXtension is liable in case of violation of life, body or health without limitation.

5.3. When using the products purchased the respective applicable national and supranational regulations are to be respected; this mainly in regard to the legality of use. It is on the customer in this regard to address his legal counsel. iXtension on her side does not accept any liability in this regard.

5.4. To the extent liability of iXtension is excluded or limited under the forgoing regulations, this also applies to the liability of staff, representatives and vicarious acts of iXtension.

5.5. Via hyperlinks iXtension refers to other WAP- and web-sites whose content and information iXtension cannot influence. Such hyperlinks only are the arrangement of access to foreign contents or products. iXtension does not accept any liability for form and content of such linked WAP- and web-sites.

## **6. Data protection and data use**

6.1. iXtension intends to further the confidence of customers in the internet and therefore publishes the processing of the customer-related data. By this declaration YOU agree to the data protection declaration by iXtension and that iXtension most of all may collect, process and use the person-related data mentioned below.

6.2. Informations obtained by iXtension from its customers and users will be used for

constant improvement of the iXtension offer and the better information of customer. iXtension requires the informations for the processing of orders, their payment, supply and the rendering of services. iXtension also uses customer information to communicate with its customers about orders, products, services and marketing offers as well as to recommend products and services to its customers which may be of interest. Below customer gets to know which information is collected and how it is processed.

6.3. iXtension collects the following informations:

6.3.1. Informations iXtension receives from its customer.

iXtension collects and saves eventually all information which the customers and users enter on the website of iXtension as well as informations resulting from the use of hard- and software of customer and customer expressly agrees to that. These are for example person related informations upon registration and software purchase. Also certain informations are collected when client searches software, visits program sites and downloads software. Customer comments, software evaluations and contributions in the forum as well as answered questionnaires resp. profit games are stored by iXtension. In addition iXtension reserves the right to save data being communicated for communication (e-mail-address, telephone number, set-ups for newsletter and information service) as well as informations which customers and users communicate to iXtension via direct communication by email, telephone, fax, mail or contact form. Should customer basically have no interest to receive emails from iXtension he may set up the user's menu accordingly if having been registered.

### 6.3.2. Automatically collected informations

iXtension receives and saves automatically information when customer visits the website. iXtension collects and analyses among other internet-protocol-addresses, receipt and reading information of emails, browsertype, operational system and which sites are logged, at what time and in which sequence. In addition iXtension uses cookies (more detailed information on cookies see below). These data are evaluated by iXtension in order to learn customer behavior and draw up statistics.

### 6.4. Use of cookies

During an online session text information is collected in cookies and saved in a special file in ASCII-format on the hard disk of the user. The WWW-browser of the user controls where the cookie is saved at the user. Cookies are informations which are sent back to the server at the next online visit. They can only be read by the server which stored them before. iXtension uses cookies only if urgently necessary for the user functions resp. in order to facilitate navigation of websites. These informations are not made available to any third party, as cookies are only used for the purposes mentioned above. Most browsers are set up that they automatically accept cookies. Such function can however be deactivated any time in the browser. Customers may set up their browser so that they will be informed as soon as cookies are sent.

## 7. Applicable law and forum

7.1. All legal relationships between iXtension and customer not being an undertaker are exclusively subject to the law of the

Slovak republic excluding the UN-convention on Uniform Law on the International Sale of Goods.

7.2. To the extent customer is not a consumer the exclusive jurisdiction of Bratislava, Slovakia, is agreed as forum for all disputes arising out of these user regulations and for contracts being part of it.

## 8. Severability

In case single regulations of the users'conditions should be completely or partially invalid, the validity of the remaining users'conditions is not affected. The invalid regulation shall be replaced by such corresponding clause in the sense and purpose of the invalid regulation in a legally effective and economic manner. The same applies to possibly missing regulations.