

General Terms and Conditions for Domain Parking

I. General

- (1) These terms and conditions apply to all contracts concluded by the Team Internet AG (hereinafter „ Team Internet“) with its customers in relation to domain parking, i.e. all services of the Team Internet are subject to these General Terms and Conditions. Deviations or supplementary Terms and Conditions of the customer shall only apply if they are specifically accepted by Team Internet. The unconditional contract fulfillment does not constitute consent to such Terms and Conditions of the customer.
- (2) The parties in mutual agreement agree that the Team Internet operates within a business, which is not yet regulated by law as a separate contract type (such as domain parking). The design and specification of the contract therefore serves these Terms and Conditions. In this context, the parties also agree that that the Team Internet based on the contracts that the Team Internet has concluded with its own contractor partners - specifically advertising partners -, is hereunder obliged to pass on a variety of rules and regulations or else obligations to the customer. The fulfillment of these requirements also meets these General Terms and Conditions and substantiates the contractual relationship with the customer.
- (3) The Team Internet may make amendments to these General Terms and Conditions; in as far as these are necessary due to changed circumstances (such as changes in laws or precedents) and are not unreasonable for the client. The Team Internet shall notify the customers of such amendments in writing or electronically (usually in the form of a revision of these General Terms and Conditions), whereby the attention of the customer will in principle be drawn to the concerned amended passage and the impact of the announced amendments explained. Such amendments will also be timely communicated regularly to the customer prior to the moment they become effective (preferably already two months earlier). The customer is entitled to object to the amendments within 14 days of receipt of notice of the amendments. An objection from the customer is deemed as a termination of the contract to be effected on the next possible termination date. In the event that the customer does not object, the amendments will be deemed as accepted.
- (4) These General Terms and Conditions are freely available over the Internet under <http://www.parkingcrew.com>.

2. Duties of Team Internet / service changes

- (1) Team Internet provides its services on the basis of the current state of the Internet and the technical, legal and commercial framework for the use of the Internet; it is not obliged to expand the possibilities of use required by the customer according to the technical development, especially when subject to an unchanged level of charges.
- (2) In as far as Team Internet currently provides services or benefits free of charge, the customer has no claim on their provision. Team internet has where expedient a right to in the future exclusively make the services that are to date provided free of charge subject to a payment.

(Valid from 2011-05-01 until 2013-04-16 for existing customers prior to 2013-04-03)

Important: Please note: You agree to the German General Terms and Conditions which have been translated to English for your convenience only. The German General Terms and Conditions are binding and can't be found here:

<http://www.parkingcrew.com/agb.php>

- (3) Team Internet is entitled to make adaptations to the content of services and charges subject to a notification to the customer in written or electronic (i.e. via e-mail) form with a notice period of two months, provided that this does not unduly put the customer at a disadvantage. Prerequisites and reasons for such adjustments to content of services and charges can be technical or legal requirements, in some cases economic issues may also give rise to the need for an adjustment. Team Internet will in each case point out both the concerned amended content as well as the effect of the amendment to the customer. The amendment will be executed in a manner and to an extent that as far as possible brings about a balanced compensation of mutual interest. In the event that the customer does not desire to continue with the contract at the revised rates, he is in this case entitled to an extraordinary termination that has to be in a written form with a notice period of 14 days pursuant to the amendment date. Team Internet will particularly point out this right to terminate to the customer. Moreover, the customer's rights are excluded from this.
- (4) Team Internet has where expedient the right to alter IP addresses (e.g. due to technical necessity). An alteration of the IP or URL addresses does not pertain to a change of status and the rights and obligations under the contract relationship shall remain unaffected.
- (5) Performance schedules are only binding if there are expressly consented to in writing.

3. Price and payment or else credit items

- (1) Credit items are in principle executed no later than the 20th of the following month. They always take place subject to the reservation under subsection (2).
- (2) Due to its contracts with advertising partners that give the advertising partners the right to demand back already paid out earnings in particular due to spam and quality defect, the credit items of the Team Internet are executed subject to reservation so that a further reducing / recovery of part or all of the earnings is not retroactively executed, particularly due to spam or quality defect. This is usually done through a settlement with the next credit item. This means Team Internet is entitled to demand back an amount paid in excess or else to opt for a settlement with later payout claims of the customer. A recovery claim is possible up to 90 days after the issuing of the credit item to the customer.
- (3) Assets and earnings that are visible in the customer menu provide - not least due to the problems listed under 3.2 - a provisional determination of the credit balance / amount and can be retroactively adjusted by the Team Internet.
- (4) The customer can only offset counter - claims with undisputed or legally established claims. The same applies for any other rights to refuse performance with the exception of the rights pursuant to § 320 BGB (German Civil Code). The customer is entitled to assert a lien only against counter-claims derived from the same contractual relationship.

4. Performance obligations / Warranty / Rights of the Team Internet

- (1) Team Internet warrants an annual average availability of its Internet web server of at least 97 percent. Excluded thereof are times when the web server is not accessible over the Internet due to technical or other problems that are beyond the control or responsibility scope of Team Internet (e.g. force majeure, third party fault, DDOS). In addition, a continuous availability of data can not be guaranteed, in as far as time has to be scheduled for technical work (e.g. maintenance) within a reasonable extent for the customer (regularly up to 1% of the total running time). Necessary operational downtime for preventive maintenance work will be announced as early as possible. Furthermore, there is usually a daily availability of 24 hours, 7 days a week.
- (2) Team Internet will immediately rectify performance problems (such as their technical facilities) within the framework of existing technical and operational possibilities. The customer is obliged in the event of identifiable disorders to immediately report such faults (fault messages) to the Team Internet in writing.
- (3) In as far as the provision of contractual services is moreover disturbed by circumstances that are within the responsibility of the Team Internet, the customer must upon recognizing this, immediately submit an applicable complaint in writing to the Team Internet. Where expedient, the customer also has the right to an extraordinary termination of the contract due to an important reason. An extraordinary termination requires that the customer has in writing granted the Team Internet a reasonable grace period (usually at least two weeks) for the provision of the contractual services, and this period has elapsed. Also a contract for the monetization of individual domains can in particular be rejected if there is reasonable suspicion that this violates legal provisions, third party rights or legitimate interests of the Team Internet (e.g. Spam Quality).
- (4) Team Internet reserves the right at any time to at its discretion alter one or more aspects of the landing page, in particular keywords, images or the color scheme. In addition, particular changes of the keyword and related terms can be made by the advertising partners of the Team Internet. This is in particular executed through an automated system. In the event that - in particular through the adjustment of the keywords or color schemas - rights of third parties are violated by such alterations, the Team Internet can not be held liable, since the customer has at all times to ensure that his domains do not violate the rights of third parties.

5. Duties and obligations of the customer / Responsibility

- (1) The performance obligations of the customer are as follows:
The customer is obliged to ensure that the services of Team Internet are not unlawfully used. He is in particular obliged in lieu of proper use that corresponds to the intended purpose,
 - not to monetize any domains with the Team Internet that are in violation of legal provisions, privacy rights, trademarks and / or third party rights or offend common decency;

- to take account and adhere to recognized principles of data security (such as to keep access codes and passwords secret and to protect them from use by unauthorized third parties) and to take sufficient protective measures against computer viruses, especially their dissemination;
 - to immediately report noticeable defects or damages to Team Internet, pursuant to section 4 Para 2 sentence 2 (fault report) and to take all measures that enable the determination of the defects or damages and their causes or else accelerate and facilitate the rectification of the fault;
 - to ensure compliance with legal specifications and regulatory requirements in as far as these are currently or shall in future be required for the participation in the network.
- (2) The Customer warrants that the data submitted by him or else the facts are correct and complete. In the event of any changes, he undertakes to immediately notify Team Internet of changes in the concerned reported data. On request of the Team Internet, he agrees to confirm the current accuracy of the submitted data.
- (3) The customer is solely responsible for ensuring that his selected addresses names (domains) are not in violation of legal prohibitions, the rights of others or offend common decency.
- (4) Otherwise, the customer accepts the rules of ICANN, particularly in the event of disputes over the domain due to violation of trademarks, names and other property rights (Uniform-Domain-Name-Dispute-Resolution-Policy).
- (5) The customer is under the obligation to hold passwords, as well as other access codes and / or personal passwords obtained from the Team Internet for the purpose of access to its services, strictly confidential and to protect them from unauthorized access. All statements that are made using such access code shall apply and shall be deemed as executed by the customer. The customer therefore bears the risk of unauthorized use of passwords. He has to immediately inform Team Internet once he becomes aware that an access code or a personal password is known to an unauthorized third party. In addition, the customer is required to immediately change the password if he has reason to suspect that a third party could have obtained such information. Moreover, the personal password should for security reasons also be altered at regular intervals. In the event that a personal password is repeatedly incorrectly entered, Team Internet has in this case the right to prevent the possibility of network access. This also applies in the case of reasonable suspicion of unauthorized use of a user's access data by a third party. Team Internet will notify the customer as soon as possible when such an access lock is implemented.
- (6) In the event of a significant breach of these obligations (in particular breach of third party rights, spam, or quality defects) Team Internet is entitled at its discretion to with immediate effect temporarily suspend the monetization of a domain in whole or in part. The Team Internet also reserves against the background of any liability consequences for the Team Internet itself the right to temporarily block domains with offensive, discriminatory or otherwise legally objectionable content on at the customer's expense. Team Internet will inform the customer immediately of such action and urge him to remove allegedly unlawful do-

mains or else demonstrate and where expedient prove their legality. The same applies in as far as the blocking of a domain by the Team Internet is pursuant to official orders. Team Internet will lift the blocking as soon as the suspicion of illegality is nullified.

- (7) In the event of a substantial breach of obligation, Team Internet is also entitled to terminate the contract according to § 314 BGB (German Civil Code) without notice. Moreover the Team Internet also reserves against the background of any liability consequences for the Team Internet itself the right to permanently block domains with offensive, discriminatory or otherwise legally objectionable content on at the customer's expense. Before adopting any of the aforementioned measures Team Internet will draw the attention of the customer to the breach of his obligations and set a reasonable deadline for their rectification. In the event that it is deemed unacceptable for Team Internet to grant a formal notice period due to the gravity of the breach, the Team Internet may implement the concerned measure with immediate effect and will immediately inform the customer. An applicable notice is also submitted to the customer in as far as the blocking of a domain by the Team Internet is pursuant to official orders.
- (8) In the event that the customer is in breach of an obligation pursuant to Section I et seq, he is in this case obliged to compensate the Team Internet for damages resulting from the failure to fulfill his obligations. The customer shall indemnify Team Internet of all third party claims based on such a negligent breach of duty.
- (9) The customer commits himself to neither allow himself nor a third party to intentionally nor negligently do the following:
 - to change and / or obscure all or part of the search results or else the whole or any part of the landing page.
 - to edit, filter or shorten search queries by appending terms or altering them in any other form.
 - to automatically generate searches on a domain.
 - to obstruct the view of a landing page or the search results or to erase it using a frame.
 - to load or present a landing page in a pop-up, pop-under, Exit-Window or similar representations forms.
 - Directly or indirectly:
 - i. provide incentives to visitors to generate searches or to click on search results
 - ii. to fraudulently generate searches or clicks or
 - iii. modify searches.
 - to automatically retrieve landing pages or search results through „crawl“, „spider“, indexing, „cache“ or otherwise.
 - to monetize domains through the Team Internet that violate the trademark rights of a third party.
- (10) The customer commits himself after taking note of a rights violation or the request of the Team Internet to no longer participate in Internet Domain Parking with the concerned domain. The customer reimburses Team Internet for all damages and indemnifies the Team Internet against all claim or other impairments that may arise from the fact that the aforementioned rules are not respected.

6. Privacy Policy

- (1) The attention of the customer is particularly drawn to the legal data protection regulations. Team Internet points out that within the framework of contract performance, personal data is also stored (e.g. name, address).
- (2) Team Internet points out to the customer that the data protection in the event of data transmission in open networks like the Internet, can according to the current state of the art not be guaranteed and that it is particularly possible due to the structure of the Internet that the data protection is ignored by other persons and institutions that are not within the responsibility scope of Team Internet, it is also possible that a message that based on its addressing should not leave the jurisdiction area of the German Federal Privacy Act, leaves anyway.
- (3) Team Internet further precautionary informs the customer on the fact that unencrypted data transmitted over the Internet is not secure and can be taken note of and altered by third parties, other participants in the Internet are among others technically able to gain unauthorized access to the network security and thereby intervene and control the message traffic. A non-encrypted transmission of personal data or other classified material is therefore not recommended.
- (4) The customer declares his consent to adhere to the following privacy policy: http://www.parkingcrew.net/privacy_german.html

7. Secrecy

Both contract parties commit themselves to indefinitely keep secret all confidential information to which they are expected to have access to in connection with the contract relationship, in particularly those that are for example designated as confidential or under other circumstances to be considered as commercially or industrially secret - and to neither record nor distribute or otherwise exploit such confidential information in as far as this does not serve the contractual purpose. In particular, the area of development, technical aspects and all other non-public information are to be kept confidential. Through appropriate contractual agreements with employees and / or other representatives it is further to be ensured that these also for - an unlimited time - refrain from any disclosure or other unauthorized use of such confidential information. The non-disclosure also includes the prevention of unauthorized access to information. The confidentiality obligation shall survive the termination of the contractual relations.

8. Limitation of liability and damage claims

- (1) Team Internet has unlimited liability for damage by intent or gross negligence of the Team Internet, its legal representatives or vicarious agents, as well as for damages arising from injury to life, limb or health. This applies to both contractual and extra-contractual (tort) claims. The same applies to liability for a warranty or covenant that however must be given in writing. In cases in which gross negligence can only be attributed to vicarious agents of the Team Internet, the liability is in such cases limited to those damages that are typically expected to arise within the framework of the contract relationship.

- (2) In the event of negligence, the Team Internet will be liable for indirect damages, consequential defect damages or lost profits in as far as this pertains to a violation of contractual obligations. The liability is thereby limited to the typically foreseeable damage. Team Internet is also liable, if liability is mandatory under product liability law.
- (3) The liability for delay and the impossibility of performance of the Team Internet will also be limited to those damages that can typically be expected to arise within the framework of the contractual relationship. In the event of ordinary negligence, Team Internet will be only liable for direct damages. This restriction also applies in cases of liability for breach of other legal interests of the customer.
- (4) Moreover, the amount of the liability for financial loss is limited to the typically foreseeable damage.
- (5) Team Internet can not be held liable for the correct functioning of the infrastructure and communication of the internet or information provided over it (neither for its completeness, accuracy nor completeness nor that they are free of rights of third parties), in as far as this does not lie within the responsibility scope of the Team Internet. The Team Internet is moreover not liable for use outages that are caused by third parties outside its area of responsibility.
- (6) The above provisions also apply to the benefit of the employees and other vicarious agents of the Team Internet.
- (7) It is also pointed out to the customer that Team Internet, in as far as the Team Internet has no influence on the transmission speed on the Internet as well as the content provided therein or else information therefore bears no responsibility for this. The Team Internet is in particular not obliged to examine the domains of the customer for possible violations of law. Domains lying within the responsibility scope of the customer are the sole responsibility of the customer. In the event of knowledge of rights violations, Team Internet is however entitled to terminate the concerned domain at the expense of the customer; This blocking entitlement also applies to cases in which there are possibly no culpable violation claims brought up against the customer. Team Internet will as soon as possible inform the customer of any such measure.
- (8) Damage claims against Team Internet arising from accessory contractual obligations expire in six months, unless these claims arise due to a defect in the cases of § 438 Para 1 No 2 and § 634a Para 1 No. 2 BGB (German Civil Code), in other cases that arise due to a defect, the limitation is one year from the beginning of the legal limitation period. This is not valid for damages that the team Internet, its legal representatives or vicarious agents have intentionally caused, as well as claims for torts. Likewise, this does not apply to claims under product liability law.
- (9) Team Internet is entitled to raise claims against the customer; in as far as represent a breach of obligations by the customer under section 5 paragraph 1 and the customer is accountable for this. The customer is in such cases - in addition to the forbearance of a further violation - obliged to reimburse the Team Internet damages incurred and still to be incurred, as well as to indemnify and hold harmless the Team Internet from any damages and reimbursement of expenses claims by third par-

ties caused by the violation. Other claims of the Team Internet (for example, blocking of the domain, extraordinary termination) remain unaffected.

9. Termination

- (1) The customer is granted the right to terminate the contract relationship at any time without cause with a termination notice period of 14 days.
- (2) This does not affect the validity of early extraordinary termination due to an important reason, especially in the designated cases provided for in these General Terms and Conditions (for example, section 2 paragraph 3). An important reason exists for Team Internet in particular if
 - domains with the customer show a substantial violation of the Uniform-Domain-Name-Dispute-Resolution Policy (UDRP);
 - the wealth of the customer is subject to the application or initiation of insolvency proceedings, or the initiation is rejected due to lack of assets;
 - Domains with the customer are – especially repeatedly – objectionably associated with problems relating to Spam-Quality, Click Fraud or similar;
 - rights of third parties are violated through domains of the customer.
- (3) Any termination notice has to be in written form.
- (4) Compensation claims by the customer at the end of the contract are excluded.

10. Place of performance and court of jurisdiction

- (1) Place of performance is the location in which the headquarters of the Team Internet is located.
- (2) The court of jurisdiction for all disputes arising from the contract relationship in as far as the customer is a merchant, legal entity under public law or public special assets entity or domestic without a court of jurisdiction is Munich. Team Internet can also file a suit against the customer at his court of jurisdiction.

11. Final Provisions

- (1) The law of the Federal Republic of Germany will without exception apply for the contracts concluded by the Team Internet on the basis of these General Terms and conditions and for all claims – any kind – arising thereof.
- (2) Verbal accessory agreements do not exist. Amendments or supplements must be – in as far as these do not pertain to an amendment of these General Terms and Conditions within the meaning of Section. 1 paragraph 3 or Section. 2 paragraph 3 – shall be required to be in written form. This also applies to a modification of this form requirement.
- (3) The customer can only transfer the rights and obligations arising from this contract relationship to a third party subject to the prior written consent of the Team Internet.

- (4) In the event that individual provisions that form the basis contracts concluded pursuant to these General Terms and Conditions or these General Terms and Conditions become ineffective, the remaining terms and conditions will remain unaffected. The parties are in this case required to replace an ineffective General Term and Condition, with an effective one that comes closest to the economic purpose of the one that has been rendered ineffective.