



**General Conditions of Business  
INET-CASH with WEBMASTER**

## **A. General Conditions of Business**

### **1. Contract partners, contractual object**

1.1 The contract partners are the CONTENT PROVIDER (hereinafter: WEBMASTER or CONTENT PROVIDER), and Inet-Cash GmbH with registered office in Hamm/Westphalia, Germany, and recorded at the local court in Hamm under HR B 5277 (hereinafter: INET-CASH).

1.2 INET-CASH is a provider of payment and communication systems in the digital data network, offering various payment options for end customers (hereinafter referred to as USER) to access internet offerings. As an "access provider," INET-CASH maintains an electronic access system that allows users to access high-quality internet content primarily provided by the CONTENT PROVIDER.

1.3 With this agreement, the CONTENT PROVIDER and INET-CASH enter into a cooperation agreement through this arrangement, involving the services of INET-CASH or the opportunity to participate in the affiliate cash program.

1.4 The present offer of INET-CASH is addressed exclusively to CONTENT PROVIDER, who have completed the eighteenth year of age and are deemed to have reached the legal age of majority in the country where they have their place of residence. Each CONTENT PROVIDER has to provide INET-CASH with a proof of age before he starts his activity.

1.5 By registering, the CONTENT PROVIDER confirms that it has read and accepts these General Terms and Conditions of Business.

### **2. Relationship between the parties**

2.1 The CONTENT PROVIDER assigns his or her claims against the USER for the use of the online services to INET-CASH. This entitles INET-CASH to settle the due claims with the USER in its own name and for its own account and to collect the claims in accordance with the contract.

2.2 INET-CASH is not responsible for the proper use of the content selected by the USER (content of the utilized website).

2.3 The CONTENT PROVIDER acknowledges that INET-CASH has the sole right to exclude specific web pages of the CONTENT PROVIDER and/or specific payment methods from the online payment system at any time.

2.4 Both parties operate their websites independently of each other.

2.5 This agreement does not establish a partnership, joint venture, employment relationship, or agency agreement between the parties.

2.6 Neither party is authorized to act on behalf of the other party and/or accept offers or make statements on behalf of the other party.

### **3. Registration**

3.1 There is no legal entitlement to acceptance into the INET-CASH system.

3.2 The CONTENT PROVIDER'S registration is considered to be an offer as defined by §§ 145 ff. of the German Civil Code. INET-CASH is entitled to accept the registration by activating data access. The start of participation in other INET-CASH products is dependent on the special conditions of these offers.

3.3 Registration using false documents, under a false name, or under invalid or false e-mail addresses will result in immediate termination of the agreement by INET-CASH. In such cases, INET-CASH is entitled to demand from the CONTENT PROVIDER compensation for the costs incurred as a result of cancellation.

### **4. Payments by INET-CASH to the CONTENT PROVIDER**

4.1 The settlement period in each case is one full month. All actually achieved and realized revenues and commissions are presented to the CONTENT PROVIDER in the "online settlement statistics". The online settlement statistics are maintained in Euros.

4.2 All prices, fees, deductions, and minimum payout amounts stated to a CONTENT PROVIDER as a business entity are understood to be net prices plus applicable value-added tax, if applicable. The prices are referred to the price lists of INET-CASH as linked on the INET-CASH website. Deviating prices that can be agreed upon between the parties take precedence over the prices stated in the price lists. Such prices are also understood to be net prices plus value-added tax, if applicable.

4.3 If fees for services provided by INET-CASH are not listed in the price list, they are shown on the INET-CASH web pages when using the respective service.

4.4 An obligation to compensate INET-CASH exists regardless of whether the revenues are actually collected, refunded by the end customer, or refunded to the end customer.

4.5 Settlement is made 25 days after the end of the month and is based on the actual revenues achieved and realized in the settlement period in Euros as well as on the prices, fees and deductions to be paid by the CONTENT PROVIDER according to item 4.2. INET-CASH does not assume any liability for fees due to incorrectly deposited bank details by the CONTENT PROVIDER and reserves the right to charge these to the CONTENT PROVIDER. Transfers to bank accounts outside the Euro-zone may result in differences due to currency conversions and bank charges for incoming payments. These differences will be charged to the CONTENT PROVIDER and are not to be paid by INET-CASH.

4.6 Objections regarding the amount of the payout must be raised by the CONTENT PROVIDER to INET-CASH in written form within a deadline of four weeks from the issuance of the invoice. Otherwise, the respective invoice is considered approved by the CONTENT PROVIDER.

4.7 If the settlement has a negative balance, the CONTENT PROVIDER undertakes to settle this amount within at most 20 days following the end of the settlement period.

4.8 INET-CASH is entitled to withhold payment if the CONTENT PROVIDER has a negative balance for the current month or the payout minimum has not been exceeded. In this case, the positive or negative balances will be carried forward to the next month.

4.9 INET-CASH is entitled to make use of other service providers to carry out the online payment systems. If such service providers fail to make the payments due to INET-CASH or refund already transferred payments, INET-CASH is entitled to withhold payment or claim payouts back from the CONTENT PROVIDER regardless of legal basis.

4.10 The CONTENT PROVIDER works as an independent contractor and is responsible to properly pay all applicable taxes.

4.11 Receipts from the use of service telephone numbers will be billed with value added tax added if the CONTENT PROVIDER is required to pay sales tax and submits a valid business registration to INET-CASH. All other revenues and commissions will be billed without any value added tax.

4.12 The CONTENT PROVIDER agrees to receive statements, invoices or credit notes only in electronic form. These shall be sent to the CONTENT PROVIDER either by e-mail in PDF format or in another legally permissible format and/or deposited in the SSL-encrypted and password-protected manage area.

## **5. Obligations of the CONTENT PROVIDER**

5.1 The CONTENT PROVIDER is responsible for the operation and maintenance of their website.

5.2 The CONTENT PROVIDER undertakes to design the page content in accordance with the laws valid in the respective country and to comply with these laws.

5.3.1 The CONTENT PROVIDER expressly asserts that he does not offer any illegal products or services. CONTENT PROVIDER accepts the [Content Acceptance Policy](#) and will ensure to comply with this policy at anytime to its full extend.

5.3.2 The CONTENT PROVIDER will also ensure that the material presented on its Website does not show any material of persons under 18. Material free of sexually explicit content is exempt from this (prior validation audit through the INET-CASH-Support). In addition, to this, with persons of 18 years of age, the CONTENT PROVIDER will ensure that no person aged 18 years will be referred to on any internet page as being aged under 18.

5.3.3 The CONTENT PROVIDER will ensure that if he should use the term "teen" in a URL, he uses this term only with the additional text (appendix) "18".

5.3.4 The CONTENT PROVIDER will ensure, that terms describing criminal acts (e.g. rape or murder etc.) are not used in URLs or on the Website.

5.4 The CONTENT PROVIDER will also ensure that the material presented on its Website does not breach the rights of third parties (including, for example, copyright and trademark rights, general rights of personal privacy or other rights) and is neither insulting nor slanderous nor in any other way illegal.

5.5 In particular, the CONTENT PROVIDER promises to respect the privacy of third parties, refrain from making any unsolicited mass mailings and not send any unsolicited advertising (e.g. spam mail, multiple popups). This holds both for its own offers and the offers of third parties.

5.6 In addition, the CONTENT PROVIDER will ensure that no confusion or risk of confusion between INET-CASH and another CONTENT PROVIDER connected to the system will arise as a result of the material presented on its Web site.

5.7 Each CONTENT PROVIDER shall make responsible use of all personal information that he receives in connection with his activity. The CONTENT PROVIDER is prohibited from using or disclosing personal data that he/she receives in connection with use of the services provided by INET-CASH for making contact with Users by other means.

5.8 If any violation of the above-named clauses A.5.2 to A.5.7 occurs, INET-CASH is authorized to immediately block the account of the CONTENT PROVIDER involved. In this case, the CONTENT PROVIDER loses all claims for payment of revenue or commissions or sharings. INET-CASH further reserves the right to file criminal charges and claim compensation for damages.

5.9 In addition to this – and to the exclusion of the continuation of offence – the CONTENT PROVIDER must pay a contractual penalty of minimum € 5,000 (in words: five thousand euros) to INET-CASH for every infringement of clauses A.5.2 to A.5.7. The assertion of claims for compensation is not precluded by this. INET-CASH is entitled to offset the contractual penalty against sales and/or commissions which have yet to be paid.

5.10 The CONTENT PROVIDER promises that the operation of its Website will fulfill the above requirements in their entirety. It will indemnify INET-CASH against any claims by third parties related to the operation of its Website or to any act or omission of itself or its agent, employee, contractor or assistant, or individual otherwise ascribed to it. Furthermore the CONTENT PROVIDER will provide INET-CASH with the necessary support for the legal defense (to which INET-CASH is entitled but not obliged) and will exempt INET-CASH from the costs of the legal defense. Prerequisite for this is that INET-CASH immediately informs the CONTENT PROVIDER about asserted claims, does not make any concessions or acknowledgements or equivalent declarations and enables the CONTENT PROVIDER to conduct all judicial and extrajudicial negotiations about the claims at its own expense.

## **6. Limit of liability**

6.1 INET-CASH is liable for damages caused intentionally or through gross negligence.

6.2 INET-CASH rejects and excludes liability for damages caused by simple negligence not related to breach of any material contractual duties, harm to life, body or health, or guarantees, or claims under the Product Liability Act. The same applies to violation of duties

of the assistants of INET-CASH. If INET-CASH negligently violates a material contractual duty, compensation will be limited to the damages that would typically arise. Any claims for compensation for economic loss are excluded.

6.3 Other than responsibility resulting from the above stipulations, the liability of INET-CASH (e.g. for lost profit, loss of data or interruptions or errors in the operation of the CONTENT PROVIDER'S Website) in connection with this agreement is excluded, regardless of legal basis. Restriction or exclusion of INET-CASH's liability also applies to the personal liability of its employees, representatives and assistants.

## **7. Exclusion of liability**

7.1 INET-CASH makes no undertakings beyond the agreed contractual object.

7.2 Further, INET-CASH does not guarantee that the operation of its Website will be uninterrupted and error-free. INET-CASH accepts no liability for the consequences of any interruptions or errors for which INET-CASH is not responsible.

## **8. General, Data Security**

8.1 If these stipulations require written statements or agreements, the parties stipulate that this form will be provided e.g. by email or by letter or fax, unless otherwise agreed.

8.2 Changes of address, e-mail address and bank information, if applicable, will be reported in writing to INET-CASH immediately.

8.3 Forwarding or publication of access data to third parties is prohibited.

8.4 The CONTENT PROVIDER is aware and agrees that data submitted by it are stored and further processed using electronic data processing in compliance with the applicable data protection law. The separate privacy policy of Inet-Cash applies.

8.5 The CONTENT PROVIDER is prohibited from transferring the usage rights of the systems provided by INET-CASH to third parties.

## **9. Duration of contract, cancellation**

9.1 This agreement is made for an indefinite time. However, INET-CASH can delete CONTENT PROVIDERS from the INET-CASH system if the CONTENT PROVIDER has not made any sales and has also not recruited a CONTENT PROVIDER during the previous 6 months (whereby the recruited CONTENT PROVIDER must also fulfill this criterion).

9.2 The agreement can be contractually terminated by the CONTENT PROVIDER or INET-CASH at any time, effective at the end of the month if the termination is received by the respective party 10 days before the end of the month.

9.3 Both sides reserve the right of extraordinary termination for cause.

9.4 Cause as referred to in item 9.3 includes, for example, the violation of significant stipulations of these General Terms and Conditions of Business, acquisition of services by devious means, violation of the “Content Acceptance Policy” or sending of spam mails.

9.5 An additional cause as referred to in clause A.9.3 is a high ratio of chargebacks for credit card transactions (over 1.0% of the revenue or number of transactions). INET-CASH is entitled, but does not promise, to suggest alternatives to this extraordinary termination (additional security requirements for example: a callback and/or increase in fees).

9.6 Termination shall be made in text form (by email or by letter or by fax).

## **10. Consequences of termination**

10.1 Upon termination of this agreement, all rights of use of the CONTENT PROVIDER granted under this agreement to the billing systems, advertisements, notifications or other presentations provided by INET-CASH expire.

10.2 The CONTENT PROVIDER'S entitlement to commission payment or payout of revenues collected exists only for the duration of the agreement.

10.3 Commissions or revenues received up to the time of contract termination remain owed. This does not apply if revenues cannot be realized or the CONTENT PROVIDER violates clause A.9.4. If revenues remain owed, INET-CASH is entitled to withhold final payment to the CONTENT PROVIDER for a reasonable time period of up to 6 months.

10.4 Offset claims in connection with the termination of this contract are excluded.

10.5 Stipulations of this contract that – by their nature – require validity even after termination of this contract remain in force

## **11. Change to the contract**

11.1 This agreement definitively expresses the content of the contractual agreements between the parties and replaces any and all previous agreements between the parties with respect to the contractual object.

11.2 No other agreements, including oral ones, have been made.

11.3 INET-CASH has the right to change or supplement these General Conditions at any time and without prior notice. The parties agree that a reference in the internal area to changed General Terms and Conditions of Business will be considered a notification of change. The changed or supplemented conditions are considered accepted if the CONTENT PROVIDER does not object within 10 days of receipt of the notification of change. If the CONTENT PROVIDER does not agree with the new version of the General Terms and Conditions of Business, it must terminate the contract with INET-CASH.



## **12. Separability clause**

12.1 If a stipulation of this contract is or becomes wholly or partially ineffective or unfeasible, the parties promise to replace the ineffective or unfeasible stipulation with other effective or feasible stipulations whose economic effect resembles the economic effect of the ineffective or infeasible stipulation such that it can reasonably be assumed that the parties would also have signed the contract with this replacement stipulation.

12.2 The ineffectiveness of individual stipulations does not affect the remaining stipulations or the effectiveness of the entire contract.

## **13. Applicable law, jurisdiction**

13.1 This agreement and all obligations resulting from it are subject to the substantive and procedural law of the Federal Republic of Germany.

13.2 Exclusive jurisdiction for all actions arising from or in connection with this contract is – if legally permissible – with the court in Hamm/Westphalia.

13.3 The English translation of this contract shall not be binding and only serves the purpose of better understanding. In case of discrepancies between the German text and the English translation the German version shall apply exclusively.

## **B. Special conditions for credit card processing via an INET-CASH merchant account**

In addition to the General Terms and Conditions under clause A, the following "Special Terms and Conditions" shall apply.

1. The CONTENT PROVIDER agrees to follow all applicable credit card company regulations (especially the so-called standards) and the PCI-DSS (Payment Card Industry Data Security Standard) requirements in their most recent iterations.

2. INET-CASH reserves the right, at any time, and at its sole discretion, to deny or request the exclusion of an affiliated CONTENT PROVIDER. The CONTENT PROVIDER's anticipated high volume of chargebacks, a violation of regulations or applicable laws (such as sections 130 or 184 of the German Criminal Code), a lack of liquidity (bad credit rating), or missing or incorrect information during the compliance assessment are just a few examples of the reasons for rejection or exclusion.

3. The CONTENT PROVIDER is aware that it is not permitted to transmit credit card transactions that were previously rejected by another merchant account.

4. The CONTENT PROVIDER is aware that it is not allowed to offer users the opportunity to sign up for multiple services and/or memberships simultaneously through a single transaction ("cross-selling").



5. The CONTENT PROVIDER agrees to provide only the contact details on the website that are generated through INET-CASH's imprint script and not deviate from it in any way, neither by omitting INET-CASH's information nor by displaying other data. The CONTENT PROVIDER also agrees to proactively notify INET-CASH of any current company addresses, DBA (Doing Business As) names, as well as descriptions of products and services.
6. The CONTENT PROVIDER understands that the credit card companies hold the trademarks as the sole and exclusive owners. The CONTENT PROVIDER agrees under no circumstances to contest the trademarks' ownership. The CONTENT PROVIDER understands that the credit card companies reserve the right to revoke permission to use a trademark at any time, with immediate effect, without warning, and for any reason.
7. The CONTENT PROVIDER acknowledges that the credit card organizations have the right to enforce all of the regulations' provisions and to forbid any actions that, in their judgment, may harm the credit card organizations - including by endangering their reputation - or pose a risk of doing so, or that may jeopardize the integrity of the system and/or the privacy of the information the credit card organizations are required to keep secret under the regulations. The CONTENT PROVIDER agrees not to take any steps that might obstruct or hinder the credit card companies' exercise of this right.
8. The CONTENT PROVIDER accepts that the credit card organizations have set limits for chargebacks and chargeback ratios that must not be exceeded. In the event of exceeding these limits, the credit card organizations reserve the right to impose reporting fees and penalties. If these thresholds are exceeded and INET-CASH incurs penalties for excessive chargeback ratios ("excessive chargebacks"), the CONTENT PROVIDER will indemnify and assume full responsibility for these penalties. This provision does not affect any claims for damages and the pass-through of reporting fees, penalties, and other charges for other reasons.
9. The CONTENT PROVIDER acknowledges that if the card organizations' globally applicable rules and regulations are broken, they may impose additional fines and/or penalties. In the relationship between the CONTENT PROVIDER and INET-CASH, the penalties or fees are considered expenses that the CONTENT PROVIDER must reimburse to INET-CASH to the extent that these penalties or fees are connected to the performance of this agreement. The penalties or fees are imposed by the card organizations against INET-CASH in the absence of a corresponding contractual relationship between the CONTENT PROVIDER and the card organizations.
10. The CONTENT PROVIDER accepts that INET-CASH shall be reimbursed for all extrajudicial and judicial expenses incurred in the collection of outstanding funds.
11. The CONTENT PROVIDER accepts that in case of discrepancies between these terms and conditions and/or any other agreement on one side, and the standards of the credit card companies on the other side, the standards shall prevail.