

## General Terms and Conditions

Below you will find the terms and conditions pertaining to the participation in MobileMoney's affiliate programme. If you agree to these general terms and conditions it shall be assumed that you are well-informed about the rights and obligations as stated in the general terms and conditions.

### Article 1: Definitions

- 1.1 MobileMoney:  
The limited liability company Techno Design IP B.V., with its registered office at Koraalrood 100, 2718 SC Zoetermeer, working under VAT code NL8098.88.737.B01, Chamber of Commerce, file number 27197080.
- 1.2. Affiliate:  
Any natural person or legal entity who has accepted the general terms and conditions and who has been accepted by MobileMoney as an affiliate to allow visitors from his/her website to access the payment system and or content of MobileMoney by means of a link or any other electronic means, among which are included ZoekRingtones.nl and SearchRingtones.com.
- 1.3. Netiquette:  
The generally accepted terms of conduct with regard to Internet use as determined in RFC 1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and any future adaptations thereof.
- 1.4 User:  
Any user buying one or more products and/or services via an utterance of an affiliate.

### Article 2. Registration and acceptance

- 2.1 Registration as an affiliate results in the acceptance of the general terms and conditions.
- 2.2 Acceptance as an affiliate is assumed to have occurred if MobileMoney does not confirm within seven (7) days following the reception of the fully completed registration form in which the acceptance of the general terms and conditions is confirmed that MobileMoney does not accept the registration.

### Article 3. Terms of use

- 3.1 The affiliate is entitled to use MobileMoney's name, logo as it appears on the MobileMoney.com website and materials specially supplied by MobileMoney, solely for the purpose of the affiliate programmes in a way such as indicated from time to time by MobileMoney and thereby following any instructions provided by MobileMoney at all times. Not on any account it is allowed to make changes to the material and the use of it is not allowed to be deceptive or harmful to MobileMoney.

- 3.2 Without prejudice to the stipulations of article 3.1, the affiliate shall respect the copy rights, trademark laws and other rights of an exclusive nature of MobileMoney and third parties.
- 3.3 The affiliate shall use the products and/or services that he has bought solely for the purpose of the affiliate programme and shall not make any changes to it.
- 3.4 The products and/or services on the website of MobileMoney.com are regularly updated. At all times, the affiliate has to make sure that the products and/or services he or she buys are in accordance with the terms and conditions of MobileMoney.
- 3.5 Affiliates are not allowed to use the affiliate programme for acts and/or behaviours that are contrary to applicable laws and regulations (either Dutch or foreign), the Code of Conduct (Dutch or foreign), netiquette, the guidelines of the Reclame Code Commissie (Advertising Standards Authority), the agreement or the present terms and conditions. Following acts and behaviours, though not exclusively, are exemplary for acts and/or behaviours that are contrary to applicable laws:
- spamming: sending great quantities of unasked messages, either text messages, E-mails or any other form of electronic messaging containing the same content.
  - infringement upon works protected by copyright law and in any way whatsoever acting contrary to the intellectual property rights of third parties;
  - deception of third parties;
  - \* discrimination against race, sex, religion or philosophy of life.
- 3.6 MobileMoney shall not accept any liability whatsoever for loss of income if the affiliate fails to act in accordance with the guidelines with regard to the installation and use of the link.
- 3.7 Should one of the contracting parties of MobileMoney taking care of properly carrying out the affiliate programme for any reason fail to remit the money, MobileMoney in its turn shall not be obliged to remit money to the affiliate. In such cases MobileMoney is allowed to claim back money that has been remitted. If one of the said contracting parties makes a price adjustment during the term of the agreement between MobileMoney and an affiliate, MobileMoney shall be entitled in its turn to charge on the price adjustment to the affiliate.
- 3.8 If the affiliate fails to act in accordance with article 3.5 then he/she shall be held liable to MobileMoney for any damages occurred by MobileMoney as a consequence. In this case the affiliate cannot lay claim to commission related to the failure to act in accordance with the said article.

#### Article 4. Payment and Rates

- 4.1 The affiliate is entitled to lay claim to remittance if MobileMoney has registered a sale via the affiliate website. For affiliates that are affiliated as a company remittance is always excluding VAT. If this is the case, and insofar as the agreement is governed by Dutch law, VAT shall be charged on the remittance.
- 4.2 Unless agreed otherwise, the registration of sales as this is represented on the website of MobileMoney.com, is binding for the affiliate.

- 4.3 If the user returns the service or product, the affiliate cannot claim the remittance that is related to it.
- 4.4 Payment of the remittance shall be made as quickly as possible, but no later than ten (10) weeks following the end of the month, on the account number provided by the affiliate. Any remittance smaller than €25 (twenty-five euros) shall not be paid. Should the remittance of a month be lower than €25 (twenty-five euros) payment shall not be made in that month and the remittance shall be saved up. Payment of the remittance shall take place in the month in which the sum is €25 (twenty-five euros) or more.
- 4.5 If the payment needs to be transferred to the (bank) account(s) of affiliates that reside in a foreign country, the minimum remittance earned should be €50 (fifty euros). If the remittance in a month is lower than €50 (fifty euros) payment shall not be made in that month and the remittance shall be saved up. Payment of the remittance shall take place in the month in which the sum is €50 (fifty euros) or more. Any possible transaction costs for payment shall be deducted from the payment.
- 4.6 The affiliate is responsible for the correctness of the banking details he or she provides and that are used for payment of the remittance. If the details are incorrect or incomplete, MobileMoney shall be entitled to charge €25 administration costs per money transfer. If possible, it shall be deducted from the payment.
- 4.7 For certain services of MobileMoney a monthly or annual fee is charged. The money has to be transferred to the bank account of MobileMoney before the service can be used.
- 4.8 Payments unless agreed upon differently, will be paid in Euro's
- 4.9 Provided that the setting/ payment of the transfers uses the exchange rate, mobilemoney will use the following table, which can be found on this link:  
<http://www.mobilemoney.com/index.asp?channel=payouts&page=exchangerates>

## Article 5. Termination and cancellation of the agreement

- 5.1 MobileMoney shall at all times be entitled to terminate the affiliate agreement, regard being had to a period of notice of four (4) weeks. Without prejudice to its other rights MobileMoney shall, among other things, be entitled to terminate the affiliate agreement with immediate effect, if:
- the affiliate acts contrary to the agreement and/or the general terms and conditions;
  - the affiliate acts contrary to the statutory provisions;
  - the content of the services or product of the affiliate is, in the opinion of MobileMoney, contrary to public policy or morality, or is in any other way offensive or violent in nature.

## Article 6. Liability

- 6.1 MobileMoney does not accept any liability whatsoever for any damages or loss suffered by the affiliate or third party as a result of the use of the services offered.
- 6.2 MobileMoney is responsible for keeping the affiliate programme reachable 24 hours a day, except when periodic maintenance has to be carried out, technical failure occurs or there is a case of force majeure. MobileMoney can in no way be held liable for any loss of income or other costs incurred in the process.
- 6.3 The affiliate guarantees that all obligations with regard to tax law are met and secures MobileMoney from any liability whatsoever related to it.
- 6.4 The affiliate shall be responsible for the correctness of the content of the account details.
- 6.5 MobileMoney shall not be held liable for delays or failures in payment due to incorrect or incomplete information it has received.

#### Article 7: Miscellaneous

- 7.1 The affiliate shall not make any promises and/or enter into any obligations for or on behalf of MobileMoney.
- 7.2 The affiliate is not entitled to transfer (part of) his/her affiliate agreement to a third party.
- 7.3 MobileMoney is at all times entitled to change the general terms and conditions. The affiliate shall be notified in advance by electronic means. Should the affiliate not find the changed terms and conditions acceptable, then the affiliate is entitled to terminate the affiliate agreement. If the affiliate does not terminate the affiliate agreement, it is assumed that the affiliate agrees with the new terms and conditions.
- 7.4 Should any stipulation within this agreement be contrary to applicable law, the stipulation in question shall be adapted in such a way that it will be in agreement with applicable law, regard being had to the purport of the stipulation in question.

#### Article 8. Applicable law and competent court of law

- 8.1 The General Terms and Conditions and the affiliate agreement are exclusively governed by Dutch law and any disputes shall be brought before the Dutch court of law.
- 8.2 In case of any disputes the Dutch version of these General Terms and Conditions shall prevail.