

SPECIAL TERMS AND CONDITIONS / SERVICE DESCRIPTION

Kanzaroo™ classic

As of: August 2022

§ 1 Scope of application and general regulations

1. These Special Terms and Conditions (Classic-STC) apply in addition to the GTC if the Client and IQ have agreed to provide Kanzaroo™ without a payment service (Kanzaroo™ classic).
2. IQ operates a payment platform under the Kanzaroo™ brand, through which payments can be processed using various payment methods.
3. The following payment methods are available for Kanzaroo™ classic:
 - Premium SMS,
 - Premium Rate (Voice Calls),
 - Web Billing (Direct Carrier Billing),
 - WAP Billing (In-App Payment). The individual payment methods are described in the appendix (service description) to the Classic-STC.
4. The Classic-STC govern the use of Kanzaroo™ classic regardless of whether the customer uses it under the Kanzaroo™ brand, as an otherwise branded white-label solution, or as a direct connection with a customer-specific payment platform.
5. The customer may only use IQ services on the basis of the Classic-STC within the limits applicable pursuant to Section 2 (1) No. 11 of the German Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz – ZAG).
6. The definitions used in the Classic STC shall have the same meaning as in the GTC, unless otherwise provided in the Classic STC.

§ 2 Remuneration of IQ

1. IQ shall receive a fee for the services under this Agreement, which shall be determined in accordance with the rate sheets.
2. The transaction-related fee to which IQ is entitled can be offset by IQ against the provider remuneration to be paid out to the customer. The payout amount typically resulting after this offsetting (without taking into account one-time fees) is mathematically stated in the rate sheets. The payment of this arithmetical payout amount

assumes that the provider remuneration is distributed in full to IQ. Fees and costs that are not offset against the provider remuneration will be billed separately to the customer.

§ 3 Incurrence and settlement of provider compensation

1. A contract for the provision of value-added services is concluded between the customer and the user. The provider remuneration is the fee to be paid by the user to the customer for this.
2. The provider remuneration shall be invoiced to the user by the TNB's (subscriber network operator). IQ shall take over the settlement of the provider remuneration vis-à-vis the TNBs. The amount of the respective provider remuneration is agreed in the rate sheets.
3. IQ settles the provider remuneration according to the agreements in the rate sheet and the price list.
4. IQ shall have the right to correct settlements retrospectively if the final settlement of the respective TNB results in values that deviate from the values originally communicated.
5. The customer is aware that, depending on the provider and country, the payment of the provider compensation will only be made months after the end of the month in which the transaction took place. As soon as IQ has finally and effectively received all Provider Compensation for a billing month per country, payment will be made to the customer. The payout period specified in the contract form or rate sheets is indicative and not binding.
6. Depending on the specifications of the TNBs, the customer shall sell claims against the users for the provider remuneration (user claims) to TNBs (purchase of claims). If this is the case, this is indicated in the rate sheet by the term "purchase of receivables" next to the provider remuneration. In these cases, the provider remuneration is the purchase price at which the TNB buys the user receivables and which the TNB pays to IQ.
7. If, according to the specifications of the TNBs, no purchase of receivables takes place (commission business), the provider remuneration is a turnover commission which the TNB grants to the customer and pays to IQ. If this is the case, this is indicated in the rate sheet by the term "turnover commission" next to the provider remuneration.
8. IQ shall settle the provider remuneration with the respective TNB in each case in its own name but for the account of the customer and shall forward payments received by IQ to the customer. Both parties agree that IQ bears neither the risk of

default nor the effective existence of the claim. Therefore, only such amounts shall be forwarded to the customer which IQ finally and without reservation receives from the TNB for payment to the customer. IQ is not obligated to undertake collection measures, such as judicial debt collection or similar.

9. The customer undertakes to take all necessary actions at IQ's request to enable IQ to bill and collect the Provider Compensation in accordance with the provisions of this Agreement. The customer undertakes not to carry out its own billing and collection measures unless payment of the Provider Compensation is finally and seriously rejected by IQ or the TNB.

§ 4 Sale and assignment in the case of purchase of

receivables In all cases where a purchase of receivables is made, the following shall be deemed agreed between IQ and the customer:

1. The customer undertakes to offer all user claims arising after the conclusion of this contract to the respective network operator for purchase. The network operator shall accept the purchase offers in each case by monthly invoicing to IQ.
2. The customer hereby assigns the sold user claims to the respective TNB. Furthermore, all other rights and claims associated with the user receivables and arising from the contractual relationships with the users concerned are hereby assigned to the respective TNB, in particular all independent rights to alter a legal relationship, all dependent rights to alter a legal relationship that are not of a highly personal nature or that serve to enforce the sold user receivables, as well as all claims for damages of the customer against the user concerned, including any collateral provided for them. If the customer retains any rights of disposition, the customer shall obtain the consent of the TNB via IQ before exercising them or shall exercise these rights at the request of IQ or the TNB.
3. The TNB has already declared acceptance of the declaration of assignment in the contracts with IQ. Depending on the TNB, acceptance may be subject to further conditions (e.g. minimum sales and maximum amounts). IQ shall be entitled in each case to make the aforementioned declarations for the customer in its own name but for the account of the customer or to accept declarations from the users or the TNB or other third parties (commission business).
4. The customer guarantees and is liable for the existence and assignability of his relevant claims to the provider remuneration against the users as well as their freedom from defenses and objections until their fulfillment. The customer guarantees that
 - these receivables are not subsequently changed in their legal status,

- these claims are not extinguished by agreement with the user or by a unilateral declaration of the user,
 - the value-added service provided by the customer is in accordance with the contract,
 - the customer legally qualifies as a service provider for the value-added service it provides, and
 - the customer fulfills the applicable VAT obligations for the value-added service provided by it. The customer shall support IQ or, upon request, the TNB in enforcing the user claim to the best of its ability.
5. If users raise objections against assigned user claims, the TNB may make a goodwill arrangement. The implementation of legal prosecution measures by the TNB shall require the prior consent of the customer, which IQ may declare in its own name but for the account of the customer. In this case, the customer shall be obligated to make available to IQ, upon request, on behalf of the TNB, the expenses (court and attorney fees) expected to be necessary for the complaint or legal action, as an advance payment for one instance in each case. IQ may offset this claim for advance payment against current payments. If the TNB is completely or partially victorious, it shall distribute the payments reimbursed by the user concerned to IQ for the account of the customer. Insofar as the TNB is defeated, the user claim shall be deemed not to have effectively arisen and shall therefore be charged back. If the customer does not make the advance payment (e.g. by offsetting, payment), IQ shall not be obliged to make the advance payment to the TNB from its own funds and may refuse to consent to legal action. The TNB will then consider the user claim as non-existent due to the objections raised and therefore charge back the purchase price for the user claim. In return for this, the TNB will transfer back the user claim so that the customer can pursue the possible claims himself. IQ is irrevocably authorized to accept this reassignment in its own name but for the account of the customer and shall in turn reassign this user claim to the customer irrevocably accepting this. IQ shall pass on the chargeback of the TNB to the customer.

§ 5 Recovery risk

1. IQ shall bear neither the insolvency risk nor any other collection risk for the collection of the provider remuneration; the risk of bad debts and chargebacks shall be borne solely by the customer. This shall apply irrespective of whether the non-recoverability of a claim is due to its nullity, lack of willingness to pay, lack of ability to pay or other reasons, such as in particular fraudulent activities. Consequently, IQ shall only be obliged to pay a supplier remuneration to the customer to the extent that this is covered by the receipt of a corresponding payment by IQ. If there are

reasons for insolvency of TNBs or other service providers, the respective claims of the customer shall be deemed irrecoverable; IQ shall cancel the settlements of the respective Provider Compensation and charge back payments already made to the customer.

2. Uncollectible user receivables shall be shown on corrective statements and shall be settled promptly. If the defaults or chargebacks exceed the customer's payment claim against IQ, IQ shall issue a payment demand to the customer, which shall become due immediately upon receipt. The same shall apply if the defaults only become known at a later point in time and a set-off with current payment amounts is no longer possible or no longer possible in the full amount.
3. The due date and payment of a provider remuneration shall be dependent on IQ being able to dispose of it effectively and finally, in particular without the possibility of revocation or chargeback by the TNB. The customer is aware that individual TNBs can charge back provider remuneration already paid out without any time limit if the corresponding payment amount cannot be collected from the user or is reclaimed. IQ shall therefore also be entitled vis-à-vis the customer to charge back amounts already paid out if the respective TNB charges back the underlying payment amounts. In this case, IQ shall have the right to adjust all pending payouts to the current bad debt (in particular to - deduct the expected chargebacks and defaults from the payout) and to adjust the payout conditions as a whole, taking into account the legitimate interests of the contracting parties.
4. If IQ is also commissioned by the customer with further collection after the default of the user, the following shall apply: The collection of the claim is solely at the commercial discretion of the TNBs or IQ, whereby the interests of the customer are taken into account appropriately. Neither the TNBs nor IQ are obligated to collect the user claim with unlimited effort; rather, only limited collection activity is economical in such bulk business. A user claim is considered uncollectible if it could not be collected within 120 days. IQ shall inform the customer about uncollectible user receivables as soon as and to the extent IQ has such information. To the extent that a breakdown of the individual uncollectible user receivables is possible, the customer shall be entitled to assert these uncollectible user receivables through its own collection.
5. Insofar as the customer temporarily or finally does not receive any provider remuneration from IQ, for the aforementioned reasons, the customer shall nevertheless remain obligated to pay the agreed fees.
6. IQ is entitled to raise objections against the customer coming from the TNB or the users.

§ 6 Collateral

To secure possible chargebacks by TNB, the disbursement modalities and security measures agreed in the rate sheet shall apply. IQ shall be entitled to subsequently demand the provision or reinforcement of collateral (in particular, possible security deposits) if circumstances occur or become known which justify an increased risk assessment of the claims against the customer. This may be the case, in particular, if the economic circumstances of the customer have changed adversely or threaten to change, or if the existing collateral has deteriorated or threatens to deteriorate in value.

§ 7 Customer inquiries and complaints

1. In order to process complaints, invoice objections or other inquiries of the users, IQ shall maintain a hotline on behalf of the customer and process inquiries as well as complaints of the users. The customer authorizes IQ to make binding arrangements with the calling users regarding complaints and the provider compensation due to the customer at IQ's discretion and assessment. In the case of subscriptions, IQ shall be entitled to make direct cancellations of subscriptions. In doing so, IQ shall take the interests of the customer into account appropriately.
2. The customer shall name specific employees and their telephone numbers for queries from IQ, who are available Monday to Friday from 8h to 18h.
3. For complaints or calls received by IQ or the respective TNB, which at least also concern a value-added service of the customer, IQ shall be entitled to charge the agreed fee for this.
4. The TNB has in some cases reserved the right to make a goodwill provision due to objections to the settlement of transactions or the value-added services offered, according to which claims may be waived or written off at its own discretion. In the event of such a write-off, the amount will be deducted by the TNB from the payout amount or subsequently offset against other payout amounts. IQ will therefore not pay out this written-off amount. In addition, IQ is entitled to make goodwill arrangements with the users who make use of IQ's complaint processing up to the amount of € 25 each.
5. TNB shall charge collection fees if collection cases occur due to the value-added services offered by the customer. The customer shall bear these expenses against proof. The same applies to additional expenses which the TNB claims from IQ due to an increased number of complaints.

§ 8 Extraordinary termination

Insofar as the respective TNBs no longer reliably take over the invoicing or collection of the provider remuneration and no equivalent replacement can be found by other TNBs, IQ shall be entitled to terminate the relevant IQ services immediately due to the cessation of the basis of business.

§ 9 Value added tax

1. IQ and the customer assume that the so-called industry solution applies. Accordingly, the value-added service is provided in a fictitious service chain from the customer via IQ and the network operator to the user. Due to this industry solution, the TNB already pays the VAT on the collected gross end customer tariff to the responsible tax office. IQ only receives the net end customer tariff and only forwards this to the customer. If possible, IQ will provide evidence showing that the TNBs have already paid the VAT to the responsible tax office. However, IQ shall not be obliged to provide evidence of the application of the industry solution or the payment of the VAT by the TNBs.
2. If TNBs in individual countries (including Germany) do not apply the industry solution, they do not pay VAT on the gross retail tariff to their tax offices. IQ passes on the gross customer tariff received to the customer in the same amount. As the actual provider of the value-added service, the customer must then pay the VAT to the responsible tax office. Upon IQ's request, the customer shall prove that the customer has paid the VAT to the competent tax office.
3. The decision as to whether the industry solution pursuant to par. 1 is applied depends on whether the TNB settles and distributes the net end customer tariff pursuant to the industry solution or the gross end customer tariff pursuant to par. 2 to IQ. If the applicability of the industry solution is changed by the TNB or the tax authorities, IQ is entitled to change the procedure regarding the payment of the VAT according to par. 2 or other requirements of the TNB and the tax authorities.

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