

Vision Information Transaction AG

General Terms and Conditions

General Terms and Conditions of Vision Information Transaction AG, Aarau, Switzerland
(subsequently VIT) as of 31st August 2006

1 Coverage

- 1.1 These Terms and Conditions are applicable to all services and products of VIT. They are applicable, without a need to express inclusion, to previous and future business relationships.
- 1.2 Deviations of the Terms and Conditions are only effective if VIT acknowledges them in writing. The Terms and Conditions of VIT have validity priority, unless a client's Terms and Conditions contradict the Terms and Conditions of VIT.
- 1.3 These terms of contract supplement further possible contracts, which in detail involve and regulate the products of VIT.

2 Offers and prices

- 2.1 The offers of VIT are invariably not binding and subject to change. Contracts come into being only through a written confirmation on the part of VIT or through implementation of the services.
- 2.2 Verbal agreements shall be effective only with written confirmation through VIT. The contractually fixed price structures are valid.

3 Range of Activities

- 3.1 Constitution, scope and supply of the services through VIT emerge from the individual contract. Offers, which were approved by the client in writing, are regarded as contract components.
- 3.2 VIT is obliged only to the processing of the data delivered by the client, even if they come from third party, as far as these correspond to the contractual requests. A textual and legal check-up through VIT doesn't take place, for this the client himself is responsible.
- 3.3 If VIT makes use of the third party to do the required work, these are forbidden to have an individual contract with the clients without having consent from VIT.

4 Duties of the Client

- 4.1 The client is indebted to use the services of VIT properly. By and large VIT publishes rules and conditions for the user for its Internet services, the client has to follow these. He/She also has to inform immediately VIT about the changes of the authorized relationship at the time of contractual termination.
- 4.2 Access possibilities to the services offered by VIT should not be misused, legal regulations and official circulations must be implemented, as they are applicable at the location of the referred services and in Switzerland.
- 4.3 Recognizable imperfections and damages are to be notified without delay to VIT. The client has to take all necessary steps to reduce damages and make it possible for VIT for ascertainment and elimination of the defects. By and large if the disturbances and

damages are in the client's responsible area, VIT absorbs all expenditures that originated in the context of the cause investigation and disturbance or damage elimination.

- 4.4 If the client contravenes against the aforementioned duties stated in paragraph 4.1 and paragraph 4.2, then VIT is entitled to have the immediate instant termination. Possible compensation demands remain exempted.

5 Nondisclosure and data protection

- 5.1 Unless if it is not explicitly agreed otherwise in writing, all VIT given information are regarded as not confidential. The stored client's data in services of VIT are excluded from it.
- 5.2 The client is hereby informed in accordance with Swiss data protection law that his/her data are stored within the framework of this contract and are processed. By signing of this contract, he/she consents to the data processing through VIT in accordance with the Swiss data protection regulations.
- 5.3 VIT takes responsibility for all people, who deal with VIT or its external service providers with the data in any form, who know and observe current data protection regulations.
- 5.4 The client on his/her part is indebted to heed the data-protection-legal regulations. The client is not allowed to get, utilize or change any data not pertaining to him/her over the services or on the basis of the services of VIT.

6 Copyrights and Service protection rights

- 6.1 The client transfers all the required utility rights to VIT for performing the agreed services on the data provided by him/her. The client entitles VIT, explicitly, to spread the conveyed data in accordance with the usual intended use or in accordance with the agreements made. With regard to the liability of the Client, in this sphere, paragraph 8 is valid.
- 6.2 The client heeds the copyright of VIT and permitted to use software, documentations and similar copyright protected products of VIT only in the framework of the contractually arranged regulation purpose. Duplications or a distribution to unauthorized third party is forbidden.

7 Liability of VIT

- 7.1 Damage claims of impossibility, positive contract infringement, fault in contract termination, forbidden action, and all other legal arguments are both excluded against VIT and against the fulfilment and executing assistance of VIT, by and large wilful or gross negligent action is not present.
- 7.2 VIT is not liable for damages, that are created in consequence of higher force and on the basis of events (e.g., strike, lock-out and official orders) if performances does not happen, that impede the performance or make impossible for VIT or by VIT assigned third party. VIT is not liable for lost profit, not for indirect damages, irrespective of whether these are created at the client or at third party.
- 7.3 VIT is also not responsible for the binding defined deadlines if performance delays because of higher force stated under article 7.2. They entitle VIT to defer the performance for the duration of the hindrance plus entitle an appropriate time to attempt or entitle to resign completely or partially from the contract because of the not yet completed part.
- 7.4 Unless VIT has to advocate for the breach of binding promised delivery deadlines, the client has claim to delay compensation to the extent of 0.5 percent for every accomplished week of the delay, altogether however at most 5 percent of the account value of the performance involved by the delay. Claims over and above that are excluded.
- 7.5 VIT is not liable for the wholeness, correctness and topicality of conveyed information of the clients via its services. VIT is liable just as little that the information and date are clear from the rights of the third party or they are processed or treated by sender or the recipient lawfully.
- 7.6 Unless otherwise explicitly regulated, VIT is liable for only to the extent of 1000/- (one thousand only) Swiss Franks; unless that intention or gross negligence is present with VIT. VIT is not liable for damages, as far as these originate through service or merchandise performances of third party on the basis of or in the framework of separate contracts between the client and the third party, even if these third party work by order of VIT.
- 7.7 The client and other persons and companies, which derive rights from VIT exempt/release VIT, from all against these raised claims of the third party inclusive of the costs in the event of appropriate legal defence against these raised claims, regardless of eventual outgoing claims and rights. If third party raise objection against VIT claims, VIT is indebted to notify the client about this instantaneously.

8 Liabilities of the client

- 8.1 The client assures to possess the exclusive utilization rights of the data provided by him/her and that he/she did not infringe any copyrights or other claims of the third party through this contract according to the current data protection law.
- 8.2 The Client assures in further that he/she is authorized to transfer all rights that are necessary for establishing of the object of the contract for VIT.

9 Contract period and termination

- 9.1 Unless explicitly otherwise stated the general minimal contractual period is valid for one year. Thereafter the contract changes to an unlimited contractual relationship, as far as the client does not terminate properly in accordance with subsequent regulations.
- 9.2 The contract can be terminated at the end of any month after the expiry of the minimal contractual duration with a time limit of three months.
- 9.3 The termination needs to be made in writing; receipt at VIT determines the timeliness.

10 Terms and default

- 10.1 The payment takes place on the basis of account position of VIT.
- 10.2 The terms of payment, those are caused in the offer and in the bill, are valid. Unless agreed otherwise, half of the total amount is payable at the time of order placement and the second half after the completion. The payment even then will be due if the fulfilment of the order delayed through the client or gets impossible for the client to make. Issuing an invoice is made in advance for subscriptions (e.g., ASP-Hosting) periodically.
- 10.3 VIT is justifiable to settle payments at first older debts of the client no matter of which clause of law these consist of. If already costs and interests are incurred then VIT is justifiable to settle the payments at first with the costs, then with the interests and finally settle with the main activity.
- 10.4 If the circumstances known to VIT that put the client's rating in question, then VIT is justified to put the entire unpaid balance as immediate due and as well as demand advance payments and security.
- 10.5 After 30 days after the due date of VIT bill, the client gets automatically a further reminder without intimation. With default of more than 2 months, VIT is entitled to block connections, after prior announcement about it, to remove data from the on-line offer and to terminate the contract without notice.
- 10.6 VIT entitled to calculate from default of the client together with reminder dues delay interests at 5 percent points over the base-lending rate. The interest rate increases if VIT proves a higher interest load. The client remains indebted to pay the agreed payments. Further claims remain unaffected.

11 Concluding Provisions

- 11.1 These terms of contract are to include for all contracts of the client and his legal successor, and are also valid for them without a need to express inclusion.
- 11.2 Swiss law is applicable. Any disputes arising hereunder will be settled before a competent court in the head quarters of VIT. VIT is also entitled to complain at every other legally intended jurisdiction.
- 11.3 Alterations or supplements of this contract are to be made in writing.
- 11.4 The invalidity or inefficiency of individual regulations of this contract doesn't affect the validity of the remaining regulations. The parties are indebted in the case of the inefficiency of a regulation to replace the defective regulation with an effective one, whose economic and legal sense comes closest to that of the defective regulation.
- 11.5 Data that are stored in unchangeable electronic registers (e.g., CD-ROM), are admitted as evidences between the parties. E-mails are treated like documents, as proof for sending a copy of the e-mail that shows the dispatching process, suffices.