

General Terms and Conditions of Lotaris SA
Version 1.3
April 2011

1. Scope of the present General Terms and Conditions, Parties to the Contract

1.1 The version of the following General Terms and Conditions agreed at the time of the order shall be applicable to contracts between Lotaris SA and the Customer (hereinafter referred to as the "Contract") relating to products, such as software licence, other licenses, purchase of hardware (possibly in combination with software), purchase of other products as well as purchase of services (each of them referred to as the "Contracted Product") between Lotaris SA and the Customer.

1.2 The parties to the Contract are Lotaris SA, having its registered address at Rue Galilée 15, 1400 Yverdon-les-Bains, Switzerland, on the one hand and the Customer on the other hand.

2. Conclusion and Execution of the Contract

2.1 The Contract is closed in the following manner. The description of the products on Lotaris SA's virtual platform does not represent a legally binding offer. To order a product through Lotaris SA's virtual platform, the Customer selects the product on the screen (by clicking it or a corresponding button such as "Buy"). All information provided on Lotaris SA's virtual platform is limited in validity to when the Customer consults it, if not otherwise labeled, since information, products and prices set by Lotaris SA are continually updated.

2.2 The Customer's final order, including payment information, is provided via electronic means to Lotaris SA. The Customer's final order represents an offer to Lotaris SA to enter into a contract. The Customer's order is binding for the Customer as soon as the Customer has entered payment information and has clicked on the appropriate button, or upon dispatch of his order to Lotaris SA in the event of payment by invoice or bank transfers.

2.3 In the event of a successful transmission to Lotaris SA, the Customer receives an electronic confirmation on his mobile device that Lotaris SA accepts his order and payment. Lotaris SA and the Customer concludes the Contract with the dispatch of the confirmation.

2.4 Subsequently, the Customer has the option to obtain a confirmation of the conclusion of the Contract by entering his email address on the confirmation screen.

2.5 The Contract is fully executed once Lotaris SA has delivered the Contracted Product via download.

3. The Customer's Right to Revoke the Contract and Lotaris SA's Right to withdraw from the Contract

3.1 The consumer has a right to revoke the Contract while respecting the following conditions:

- the Consumer revokes the Contract in writing or electronically; and
- the Consumer revokes the Contract within a period of 60 (sixty) days starting upon complete execution of the Contract (i.e. completed download of the software provided by Lotaris SA).

3.2 A revocation in writing shall be sent to:

Lotaris SA
Rue Galilee 15
1400 Yverdon-les-Bains
SWITZERLAND

3.3 A revocation made electronically shall be sent to the following email-address: Customerservice@lotaris.com

3.4 Lotaris SA can withdraw from the Contract if Lotaris SA is not in the position to deliver the Contracted Product for a reason that is no fault of its own. In this case, the Customer shall be informed immediately.

3.5 When a valid revocation or withdrawal of the Contract, the payments already made by the Customer will be credited in a timely manner.

4. Terms of Payment and Retention of Title

4.1 The Customer shall owe a price (the Product Price) when the Contract is concluded. The pay-before-download principle applies, which means only after successful payment can the Customer download the Contracted Product from the download area of Lotaris SA's virtual platform to his mobile device.

4.2 The Product Price is indicated in the currency shown on the order screen and made available to the Customer in the e-mail confirmation. If statutory VAT or other applicable taxes are incurred, they are included in the Product Price or displayed separately as such.

4.3 The Customer has to pay shipping, i.e. the cost of connecting to Lotaris SA's virtual platform, of downloading the Contracted Product on his mobile device and of performing the registration of the Contracted Product from his mobile device.

4.4 The payment of the Product Price can be made by credit card, or through other types of payments provided for on Lotaris SA's virtual platform.

4.5 If the credit card type of payment is selected, the account of the Customer is charged before Lotaris SA delivers the Product. Lotaris SA reserves the right to have credit card payments verified prior to confirming the order or to delivering the

Product. Furthermore, the Customer affirms his agreement that Lotaris SA may clear the order with the credit card company. If the Customer requires a charge back on his credit card or uses an inappropriate credit card, Lotaris SA has the right to suspend the license or to prevent the utilization of the Contracted Product until the matter is cleared and the Customer has fully executed his payment obligations.

4.6 Until payment in full of the Contracted Price is received by Lotaris SA, the Contracted Product remains the property of Lotaris SA or of the owner of the rights in the Contracted Product.

5. Scope of delivery and right to use of licensed software

5.1 If the Contracted Product is licensed software, the scope of delivery is limited to the object code (executable form) with the basic information provided by the software manufacturer such as documentation, installation and usage instructions in electronic form. No physical media or any documentation or software manufacturer's instructions will be delivered in paper form, nor are they owed. The Customer has no claim to a license for the source code.

5.2 The software licensed by Lotaris SA is licensed within the scope of and in acknowledgement of the software publisher's terms of use by the Customer (usually called "End User License Agreement").

5.3 The Customer may duplicate or decode (decompilation) interface information for the licensed software only within the bounds of Swiss Copyright Law and Swiss IP Law.

6 Warranties and Liability

6.1 The Contracted Product and related documentation is delivered on an "as is" basis without warranty of any kind. To the maximum extent permitted by law, Lotaris SA expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Contracted Product is not intended for use in the operation of mobile devices or activities where the failure of the Contracted Product could lead to death, personal injury, or severe physical or environmental damage.

6.2 To the maximum extent permitted by applicable law, Lotaris SA shall not be liable to the Customer for any damages, including but not limited to claims based on loss or damage of data and/or data media, costs for recovery of lost or damaged data, loss of production, loss of use, loss of orders or profit and other direct, indirect or consequential damages, even if Lotaris SA has been explicitly advised of the possibility of such damages.

6.3 Enforceable Customer's claims shall be limited to 10% (10 percent) of the Customer's payments to Lotaris SA during the last 6 (six) months for the specific Contracted Product. Parties are free to give evidence of lower damage.

6.4 The objection of contributory negligence remains available to Lotaris SA. In this regard, the Customer shall be responsible for backing up its data at regular intervals, at least once a week. In the event of data loss that is the fault of Lotaris SA, Lotaris SA shall be liable exclusively for the costs of duplicating the data from the backup copy by the Customer, as well as the restoration of the data that would have been lost even if the data were properly backed up.

6.5 Amicable arrangements of a Party with third parties are binding for the other Party only when subject to prior written approval.

6.6 If the Customer has a claim for damages against Lotaris SA, it shall be time-barred upon an expiration of 12 (twelve) months from accrument.

7. Privacy

The information transmitted by the Customer for the conclusion of the Contract, including his personal data, will be electronically stored , processed, used and disclosed according to Lotaris SA Privacy Policy terms.

8. Governing Law and Jurisdiction

8.1 Applicable law to the Contract is Swiss substantive law, with the exclusion of the collision of law principles (Private international Law).

8.2 All disputes arising out of or in connection with the Contract, including but not limited to matters of validity, conclusion, binding effect, interpretation, construction, performance or non-performance and remedies shall be subject to the jurisdiction of the competent courts at the registered address of Lotaris SA.

9. Salvatory Clause

Should any part of the Contract or of these General Terms and Conditions be void, non-viable, become non-viable or invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the Contract or of the General Terms and Conditions shall remain unaffected and valid.