TERMS AND CONDITIONS

of the contractor Paper Moon Media KG, hereinafter referred to as PMM.

1. Scope of application

1.1 Contract basis. PMM concludes its contracts and provides its services exclusively on the basis of its written quotes and service descriptions, as valid from time to time, which form part of a quote (e.g. individual specifications or general folders), price lists and these Terms.

Unless specific to a certain project (e.g. individual specifications), descriptions of services, prices lists and terms and conditions, as amended from time to time, are thus applicable to all legal relationships between PMM and the customer and, from the conclusion of the first contract, therefore automatically govern also all other contracts that are concluded between PMM and the relevant customer, even if those price lists, product descriptions and terms and conditions are not explicitly incorporated by reference in these contracts.

1.2 Future changes. Changes in the description of services, price lists and the Terms of PMM will be notified to the customer in writing and shall be deemed to have been agreed, unless the customer objects to changes within two weeks.

Once the new agreement enters into force, changes in the Terms will be applicable also to all other current contracts.

1.3 Supplementary agreements. All supplementary agreements of any kind that are reached both prior to the conclusion and also throughout the term of a contract are valid only if made in writing. This applies also to any waiver of the written form requirement.

1.4 Contract components of the customer. Even if PMM is aware of the customer's requirements in respect of the service content, these will form part of the contract only if PMM has integrated these into the offer or explicitly acknowledges these otherwise, for example by reference to these requirements.

Even if PMM is aware of legal texts of the customer, such as terms and conditions or contract clauses, these will be applicable only if PMM accepts these by way of an additional note (such as "Terms and conditions accepted") which expressly refers to and covers a legal text. Otherwise, PMM expressly objects to the inclusion of the customer's legal texts such as terms and conditions or contract clauses.

The fact that PMM has simply accepted the customer's requirements in terms of the service content therefore does not mean that PMM has accepted the customer's legal texts, even if those requirements should include these legal texts (and contain language such as "Our General Terms and Conditions shall apply").

1.5 Inconsistencies. In case of any inconsistency between the quote, service descriptions (project-specific documents, general documents), price lists, if any, and PMM's Terms, these shall apply in the above order. The individual elements will hence automatically amend the more general elements of the contract.

In case of any inconsistency between PMM's elements of a contract and the customer's elements of a contract, all contract elements of PMM shall prevail.

1.6 Invalidity. Should any term of the contract be invalid or unenforceable, such invalid term shall be replaced by a valid term that closest reflects the economic meaning and purpose of the invalid term.

2. Conclusion of contract

2.1 PMM's offers. Offers of PMM to the customer, e.g. customized offers to the customer or non-customized offers such as order forms, catalogues or web shops, are subject to change and non-binding, without exception.

2.2 Offer by customer. If the customer places an order based on an offer or unsolicited, without PMM having previously made an offer (e.g. if additional contracts are awarded in current business relationships), the customer shall be bound by that order two weeks after it was received by PMM.

2.3 Acceptance of an order by PMM. A contract is therefore concluded only once PMM has accepted the customer's order.

As a matter of principle, PMM shall accept orders in writing, for example by issuing an acknowledgment of order, unless PMM's actions on behalf of the customer and on the basis of the order signify to the customer that PMM accepts the customer's order.

PMM shall not be deemed to have accepted an order simply by acknowledging the receipt of an order.

3. Scope of services, order processing and customer's duty to cooperate

3.1 Place of performance. Place of performance shall be PMM's registered office.

3.2 Scope of services. The scope of services to be provided by PMM is defined in PMM's written specifications evident from all parts of the contract. Information from other sources (such as presentation documents, websites or catalogues) that are not included in the offer do not form part of the specifications.

The customer shall examine whether the specifications are complete and correspond to his requirements. After the order was placed, the specifications can be changed only consensually, and such changes can lead to changes in prices, deadlines and target dates.

3.3 Professional and skilled services. Unless the written specifications provide otherwise, PMM owes professional execution subject to the date on which the offer was made. Within the framework of the written specifications, PMM has a degree of freedom in connection with the performance of services, provided that there are several possibilities of providing a service in a professional manner.

3.4 Interchangeable services. If and when compatible with the objectives of an order, PMM may deviate from the specifications and replace services with other equivalent services.

3.5 Third-party services. PMM may perform the services itself or rely on qualified third parties to perform a service (third-party services).

3.6 Agreed third-party services. If the provision of a service by a third party was agreed with the customer (agreed third-party service), the contractor is exclusively obliged to provide a third party. In case of agreed third-party services, PMM is therefore

only obliged to select another supplier who will provide the service on the basis of a separate agreement with the customer.

PMM may commission such third-party service in its own name or in the customer's name and for its own account or for the customer's account.

If PMM concludes the contract in its own name and / or for its own account, PMM will do so only in the customer's interest in order to facilitate the contractual procedure and the payment process. The third party is therefore not engaged in the pursuit of interests of PMM and therefore not involved in the interest pursuit programme of PMM and the risk area of PMM.

In case of agreed third-party services, PMM is therefore not obliged to provide the specific service.

Since the service rendered by PMM consists exclusively in providing a third party, the customer shall be obliged to accede to the contract concluded between PMM and the third party in respect of the agreed third-party services, at the request of PMM, and to hold harmless and indemnify PMM under this legal relationship.

3.7 Divisible services. PMM may make partial deliveries of services which are divisible.

3.8 Deadlines and target dates. All deadlines and target dates indicated by PMM are non-binding, unless expressly marked as binding.

3.9 Inevitable or unforeseeable events. In case of inevitable or unforeseeable events, including but not limited to any delay in the fulfilment of obligations by the customer, and if inevitable or unforeseeable events occur with PMM or its contractors that are unforeseeable for PMM, deadlines will be extended or target dates postponed for as long as such inevitable and unforeseeable event prevails, including the time it takes to take the necessary organizational measures in such a case. PMM shall notify the customer thereof in writing.

3.10 Customer's duty to cooperate. The customer shall promptly provide any information in writing and make available all services to PMM without request and in a format which permits these to be processed, which PMM requires to provide its services.

This includes, but is not limited to nominating a contact person for the execution of the contract, making available documents, materials and facilities, coordinating the order details, and accepting (releasing) partial services and services.

Whenever the requirement for the customer to provide information or services becomes evident only while PMM provides its services, the customer shall promptly forward any such information.

The customer shall independently verify the fitness, accuracy and lawfulness of any information and services provided by him.

The customer shall be liable for any damage caused by any omission of, delay in or insufficiency of cooperation by the customer, including but not limited to any extra efforts thereby incurred by PMM. If PMM is unable to execute the services as agreed due to any omission of, delay in or insufficiency of cooperation by the customer, PMM, notwithstanding other rights, may discontinue the service, provide other services for other customers instead, and continue the execution of the services for the customer hereunder not until after the completion of these services, provided that the customer has fulfilled his cooperation duties until then. All target dates and deadlines will thereby be postponed.

If PMM is held liable by third parties due to an infringement of laws in connection with information or services provided by the customer, the customer shall also hold harmless and indemnify PMM for and against such claims and support PMM in the defence of third-party claims.

3.11 Interferences by the customer. In the event that the customer arbitrarily interferes with the services of PMM or makes changes contrary to the terms of the agreement, the customer shall be liable for any extra effort incurred by PMM, e.g. for reviews, documentation, identification and allocation of defects, and corrective action.

3.12 PMM's verification obligations. PMM is only liable that the services provided by PMM are not per se unlawful (e.g. use of a copyrighted work without the author's consent).

However, PMM is not obliged to subject services created by PMM to legal examination as to whether they infringe third-party rights or violate laws due to the customer's intended use of these services (e.g. use of graphics as logo). It shall be the customer's responsibility to perform these legal examinations particularly in terms of administrative law, criminal law, competition law, trademark law, design rights, copyrights, personal rights and data privacy laws or to retain a qualified legal expert to perform these examinations.

Whenever PMM points out to the customer, before the customer awards a contract or when new order details become known during a contract, that it is necessary to subject the services to additional legal examination, the customer shall be liable to carry out such legal examination in respect of other rights or to take these risks in the event that PMM was subject to information and verification obligations. PMM shall thus be deemed to have properly provided the service as agreed.

3.13 Rights to services. As a matter of general principle, all rights to the agreed services are due to PMM or its licensors. The customer is granted the right to use the services, having paid the agreed compensation in its entirety, in a scope that has been agreed or predefined by the licensors.

If no scope was agreed, the customer shall have the non-exclusive right to use the services for its own purposes and in its own business, but not the right to sublicense or transfer the services to third parties (or affiliated companies), with the right to process the services being limited to the legal unavoidable minimum.
The customer acknowledges that the services of PMM are often based on works or services of third parties, subject to most different license terms. The customer shall comply with any license terms applicable to services or works of third parties, which form part of PMM's services and works.

3.14 Right to end product. The customer may only use the service in the agreed form as an end product, but is not entitled to receive the basics, work materials, interim results, etc which are necessary to create the services. Unless otherwise agreed, PMM is not obliged to store such basics, work materials, interim results etc. once the work has been completed.

3.15 Reference. On all services PMM has created for the customer, PMM may refer to the customer and to another author, if appropriate, and PMM may include information such as the customer's name and logo, product description, project illustrations and the like in its own promotional materials in order to

refer to or indicate the business relationship with the customer, without any compensation being due to the customer; the customer may revoke that right by written notice at any time.

4. Special categories of services

4.1 Content such as blog post, text, photos & graphics. Whenever PMM's services include the creation of blog post, text, photos and graphics, its offer will only be for one draft and for minor changes. Should the draft not appeal to the customer's taste despite professional execution in line with the order, the creation of further drafts is chargeable.

4.2 Content provided by the customer. Any such content provided by the customer must be provided in digital format and in a quality that allows further processing.

4.3 Lottery. The organisation of Lotteries is being made exclusively by PMM.

4.4 Search engine optimization / Search Engine Advertising. Whenever PMM's services include measures related to search engine optimization or Search Engine Advertising, PMM owes the customer only professional execution suitable to attain the agreed objectives, but PMM shall not be liable for the attainment of certain objectives.

5.Confidentiality

5.1 Confidentiality. The customer shall keep confidential and may not utilize for itself for or any third party any confidential information on PMM, its projects and its customers. This confidentiality obligation survives also after termination of the contract.

6. Compensation

6.1 Prices. All prices are quoted in Euros, plus statutory value added tax, ex PMM's business domicile or branch office.

6.2 Cost estimates. PMM's cost estimates are non-binding.

6.3 Additional services. All services provided by PMM that are not expressly covered by the agreed compensation, including but not limited to extra services agreed later on, will be charged separately.

6.4 Partial services. PMM is entitled to bill partial services.

6.5 Unjustified withdrawal. If the customer withdraws from the contract in its entirety or from any part of the contract without PMM having acted with gross negligence or intent, PMM is nevertheless entitled to the agreed compensation. In this case, PMM must merely allow a deduction of expenses saved from not yet having purchased goods or third-party services. The same applies if PMM withdraws from the contract for good cause within the customer’s control.

7. Payment

7.1 Payment date. PMM's invoices are due without deduction from the invoice date.

7.2 Payment. Invoices of PMM are payable within 14 days of the date of receipt.

7.3 No set-off and retention. The customer may not set off its own claims against PMM’s claims, even when claims are related, unless the customer's claim was acknowledged by PMM in writing or was established by a court. The customer shall not have a right of retention.

7.4 Late payment. In case of any delay in payment, the customer shall pay statutory interest applicable to traders, but at least 9% per year. The customer shall pay all costs and expenses incurred in connection with the collection of a claim, including but not limited to collection charges and other necessary costs for an appropriate legal pursuit of rights.

7.5 Payment by instalment. If and when PMM and the customer have agreed on payment by instalment, the entire compensation is due immediately even if the customer is in arrears with only one instalment.

8. Liability

8.1 Complaints. In case PMM requests acceptance of services on an interim basis or after delivery and start of live operation, the customer shall accept (“release”) the services provided or to be accepted within 8 days in writing, at the latest, or give written notice of defects or damage within 8 days.

In case of acceptance on an interim basis, PMM can continue its work not until after the customer has accepted / "released" the services on an interim basis. The customer shall be deemed to have automatically accepted the services if he does not accept services or makes a complaint in due time.

Hidden defects or damage arising not until after the expiry of 8 days, yet within time limits within which the customer may enforce guarantee, warranty and compensation claims, shall be reported by the customer also within 8 days after the customer has identified the defect or damage.

Any defect or damage, which the customer should be able to identify with the care and diligence of a prudent business man, subject to appropriate controls, shall be notified.

Given the special significance of interim acceptance to avoid defects and shortcomings that will affect all other process steps, controls performed in the context of interim acceptance shall be final, detailed and particularly thorough controls. During handover, initial, yet detailed controls shall be performed. Given the special significance of live operation to avoid damage during operation, controls performed when live operation starts shall again be final, detailed and particularly thorough controls.

The customer's complaint shall describe a defect or damage in detailed and understandable form. The customer is required to indicate the exact times and conditions under which a non-permanent defect or damage occurs. The customer shall allow PMM to take all measures which are necessary to investigate and rectify any defect or damage.

Unless the customer notifies defects in due time, the customer shall not be entitled to lodge claims based on warranty and for the compensation of damage as well as claims based on other liability rules, including but not limited to recourse claims.

8.2 Guarantee. If a third party has provided a guarantee for parts of the contractor's services, that guarantee shall be asserted directly vis-à-vis the third party (e.g. manufacturer's guarantee).

Where PMM has given a guarantee, any entitlement under the guarantee commences with handover. Any entitlement under the guarantee is statute-barred six months of the date on which the customer has become aware that a guarantee event has occurred, and with the expiration of the guarantee period, at the latest. If the guarantee does not specify the content of the guarantee, PMM will be liable only for usually expected properties.

8.3 Warranty. The right to warranty and the right to assert recourse claims based on warranty can be exercised six months from delivery. There is no right to enforce any warranty for used goods.

The customer is entitled at PMM's election to improvement or exchange of a service, in case of non-substantial defects, to a price reduction or, in case of substantial defects, also to cancellation of the contract.

Any corrective action taken to remedy a defect will neither renew the warranty period nor will such warranty period recommence for the partial service subject to corrective action.

8.4 Error, shortfall exceeding fifty percent. The customer may not challenge a contract on the grounds of error or shortfall exceeding fifty percent.

8.5 Compensation for damage and other claims. The customer cannot seek compensation for damage and assert claims based on other liability provisions, including but not limited to recourse claims, unless these are based on severe gross negligence or intent of PMM.

These claims of the customer shall forfeit six months after damage and damaging party were identified, and in any event three years after the incriminated action has taken place.

This limitation of liability shall not include claims asserted based on personal injury and other mandatory liability rules.

8.6 Protection of third parties. For the avoidance of doubt, this contract does not have any protective effect on third parties.

8.7 Liability in case of agreed third-party services. The relevant third parties providing the agreed third-party services are not vicarious agents of PMM. PMM is therefore only liable for culpa in eligendo. If the third party is commissioned on recommendation of the customer, PMM shall have no liability at all for the third party.

8.8 Burden of proof. The burden of proof cannot be shifted to PMM. Especially the presence of a defect on the delivery date, the point in time when a defect was identified, the timeliness of a complaint, and the presence and level of fault must be proven by the customer.

8.9 Grace period. The customer may lodge claims due to non-fulfilment of the contract as agreed only if the customer has granted PMM a reasonable grace period of at least fourteen days in writing. This applies also if the contract is terminated for good cause.

8.10 Withdrawal. The customer may withdraw from the contract in writing by sending a registered letter.

9. Final provisions

9.1 Applicable law. All legal relationships and circumstances between the customer and PMM shall exclusively be governed by and construed in accordance with Austrian law, to the exclusion of international conflict of law rules.

9.2 UN Sales Convention. The provisions of the UN Sales Convention shall not apply.

9.3 Jurisdiction. All disputes arising between PMM and the customer shall be referred to the Austrian court having subject-matter jurisdiction for Eben im Pongau. PMM may also sue the customer at PMM's general venue and the customer's general venue

DATA PRIVACY STATEMENT

of **Paper Moon Media KG**, hereinafter referred to as PMM.

Data protection

Data protection by PMM. Personal data of the controller or its relevant employees are processed by PMM for the purpose of performing the contract based on the controller's voluntary consent (e.g. in case of special categories of personal data), the existing legal relationship and legal provisions.

There is no obligation to give that consent (e.g. in case of special categories of personal data) and to conclude the contract. However, as a consequence of a failure to give that consent or to conclude the contract, the order cannot be accepted.

Further processing. For the purpose of performing the contract, PMM will further process data for direct marketing in forms not requiring consent, such as addressed advertising materials sent by post, on the basis of an agreement to be concluded.

Personal data are further processed for the purpose of direct marketing in forms for which a consent is necessary, such as advertisements sent by email or the placing of personal ads only on the basis of the Controller's additional voluntary consent. The controller is not obliged to give that consent. If that consent is not given, the controller would simply not receive any form of advertising for which its consent is necessary.

Transfer. All data are subject to the agreed or legal obligation of confidentiality and the protection of personal data. Except for the transfer of data to typical commercial recipients such as banks, tax advisers, lawyers, mail-handling services providers etc., the controller's data are transferred only on the basis of legal provisions and in agreement with the controller.

Worldwide processing. The controller consents to the worldwide processing of its data, in particular to allow PMM remote access to carry out processing operations in relation to orders, for example in cases of emergency while PMM travels on business.

Storage period. The controller's data will be stored for a maximum period of thirty years after completion of the orders for the purpose of documentation and to meet legal obligations.

Right of withdrawal. The controller may withdraw its consent at any time. If consent was given in writing, the right of withdrawal must also be exercised in writing; a consent to receipt of advertising by email may be withdrawn also by clicking the unsubscribe link. In this case, we will cease all processing operations, unless there is any other legal basis. The exercise of the right of withdrawal does not affect the lawfulness of data processed until that right was exercised.

Right to object. The controller may object to the processing of its personal data for the purpose of direct mail. In this case, we will no longer process your personal data for the purpose of direct mail.

Rights of data subjects. The controller and its relevant employees have the right to information, to rectification and erasure of their personal data, the right to restrict processing, the right to data portability and the right to file a complaint with the data protection authority. The Austrian Data Protection Authority can be reached at: Österreichische Datenschutzbehörde, Barichgasse 40-42, 1030 Vienna, Phone: +43 1 531 152 - 0, email: dsb@dsb.gv.at.

Final provisions.

Terms and conditions. The terms and conditions of PMM are applicable.