

Lorena Medienagentur GmbH (COMPANY) TERMS AND CONDITIONS of Use

BY USING OUR APP AND SERVICE, YOU AGREE TO THESE TERMS AND CONDITIONS; IF YOU DO NOT AGREE; DO NOT USE THE APP AND THE SERVICE.

1. DESCRIPTION OF SERVICES

COMPANY provides downloadable mobile entertainment content, such as ringtones, full track music, games, graphics, news and other information data through its FreeStylz-App (App) for certain compatible mobile devices (the "Service"). The Service may also include access to products and services of independent third parties. After proper registration, you will be permitted to download certain Products through the App to compatible mobile phones.

2. REGISTRATION AND ACCESS TO THE SERVICE

(a) Access to the Service. IN ORDER TO USE THE SERVICE YOU (1) MUST BE AT LEAST 16 YEARS OF AGE AND HAVE THE CONSENT OF THE SUBSCRIBER OF THE MOBILE SERVICE TO SIGN-UP FOR AND USE THE SERVICE ON THEIR BEHALF AND (2) AGREE ON BEHALF OF THE SUBSCRIBER AND YOURSELF TO BE BOUND BY THESE TERMS. You agree that each person who requests such Service is your agent with full authority to act on your behalf with respect to such Service. The contract is void where prohibited. In order to use the Service, you must also have a mobile communications subscription with a participating carrier or otherwise have access to a mobile communications network for which Company makes the Service available, and pay any service fees associated with any such access. In addition, you must provide all equipment and software necessary to connect to the Service, including, but not limited to, a mobile handset or other mobile access device that is in working order and suitable for use in connection with the Service. You are responsible for ensuring that your equipment and/or software do not disturb or interfere with Company's operations. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current Service, including the release of new products and services, shall be subject to the terms and conditions of this Agreement.

(b) The use of the Service within the App is free of charge (except internet costs for downloads). The type and number of products you are entitled to download via the Service may vary from time to time as indicated in the App. The App may be subject to changes/automatic updates that might amend the Service of free use from time to time. This will happen without any further notice unless the Service remains free of charge. In case paid for Services will be added to the App the user will be clearly informed in the app before the use of any paid for content about the price and the conditions of use. A separate and explicit opt-in will be needed for any paid for Services.

The App can only be used to download mobile entertainment content offered by COMPANY.

(c) Responsibility for the Use of the Service. You are fully responsible for all activities that occur when using your mobile phone and the App. That responsibility includes, but is not limited to, the responsibility for any fees for the use of the Service or any products and services made available through the Service. COMPANY cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. You acknowledge and agree that you will not use the Service for any commercial purposes.

(d) Registration and Registration Data. Upon your request, COMPANY may register you as a user and provide you with access to the Service by allocating you a personal username and password. COMPANY may need to change usernames allocated to certain aspects of its Services and reserves the right to do so (you will be informed if this is necessary). The same procedure may apply to products and services made available through the App. You are solely responsible for maintaining the confidentiality of any possible password and account. In exchange for your use of the Service (in addition to the payment of applicable fees) you agree to: (a) provide true, accurate and complete information about yourself as prompted by the registration form ("Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If COMPANY has reasonable grounds to suspect that the Registration Data is untrue, inaccurate or incomplete, COMPANY has the right to suspend or terminate your account and refuse any and all

current or future use of the Service (or any portion thereof). Prior to any such withdrawal COMPANY shall temporarily withdraw the Service and notify you of the grounds on which the Service has been withdrawn. If the position has not been rectified within 14 working days of the notice such withdrawal will be made permanent.

(e) Access without Registration. COMPANY may provide you with access to Services without you registering as a user. In that case your identification is based on other means of identification that COMPANY deems appropriate. Identification is typically based on data identifying your handset, your operating system, your mobile phone number or cookies. You agree that such information may be collected and disclosed to COMPANY and used in accordance with Section 3.

(f) Assignment. You may not assign or transfer in any other way the contract or any of your contractual rights. COMPANY shall have the right to assign its rights and obligations under this contract and any receivables based on this contract to a third party upon written notice to you, provided such assignment is made under terms not less favorable to you than those in these TERMS. After a notice concerning the transfer of receivables, payments shall be valid only when made to the new service provider.

(g) License to Download(s). You acknowledge and agree that the Download(s) made available as part of the Service are owned by COMPANY, its affiliate and/or licensors, as applicable, and are protected by intellectual property laws. COMPANY hereby grants, and you hereby accept, a limited, non-exclusive, non-transferable, revocable license to download and use the Download(s) and the Service on a designated compatible mobile device solely for your own personal non-commercial use. You further acknowledge and agree that you may not reproduce, modify, perform, transfer, distribute, sell, create derivative works of or otherwise use or make available the Download(s) except as expressly provided in this Agreement.

You agree that the right holders, which license their musical and other content items to COMPANY for use in the Service, are comprehended in this sense by the scope of protection of this agreement, and that they are themselves authorized to enforce the provisions of this agreement, which relate directly to their content. You know that the use of musical pieces is subject to the terms of use as set out below. You may not allow a third party to copy, modify, reproduce, transfer, distribute or use in any other manner pieces of music, which you use or receive, outside the limits narrowly allowed by copyright. You oblige yourself to immediately inform COMPANY of any such non-authorized use.

(h) You may not attempt to evade the terms of use or the security information in music pieces to develop them antecedently through reverse engineering, to decipher or to modify them in another manner or to manipulate them or to support third parties in so doing.

(i) Contracts for Products and Services of Third Parties. The Service may also include access to products and services of independent third parties either directly or via links to sites operated by such third parties. Where reasonably possible, COMPANY shall indicate the products and services as third party content. Even though they may be co-branded with COMPANY and therefore include COMPANY'S trademarks, the contracts for products and services provided by third parties are concluded directly between you and the third party. COMPANY SHALL NOT BE A PARTY TO, OR IN ANY WAY RESPONSIBLE FOR, ANY TRANSACTION CONCERNING PRODUCTS OR SERVICES MADE AVAILABLE FROM SUCH THIRD PARTIES OR FOR ANY CONTENT OR INFORMATION PRESENTED IN CONNECTION WITH ANY PRODUCTS OR SERVICES OF THRID PARTIES.

3.PRIVACY

You acknowledge that COMPANY collects and processes "personal information"(i.e. information that could be used to contact you, such as full name, postal address, phone number or e-mail address), "financial information" (i.e. credit card numbers, bank account information or passwords) or "demographic and usage information" (i.e. information that you submit, or that we collect, that is neither personal information nor financial information but necessary for the proper functioning and billing of our service, such as date regarding the start and end and the extent of your usage of the service), subject to the rest of this paragraph in order to operate this site. We may pass on your personal information to your mobile phone service provider to secure collection of fees. Further, we may pass on your information to governmental agencies, including but not limited to courts and district

attorneys' offices, for legal proceedings and the prevention of crimes. Personal information collected by COMPANY may be stored and processed in Germany or any other country in which COMPANY or its agents maintain facilities. By using the Service, you consent to any such transfer of information outside of your country. Your personal information, financial and demographic information will be deleted no later than six months after termination of your subscription. COMPANY may store your information beyond this date if that is required by law or contract.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

YOU UNDERSTAND THAT YOUR USE OF THE APP AND SERVICE AND THE DOWNLOAD OF CONTENT IS AT YOUR OWN SOLE RISK AND THAT YOU MUST COMPLY WITH THE INSTRUCTIONS GIVEN BY COMPANY.

Except in jurisdictions where such provisions are restricted, You agree that COMPANY'S entire liability to you or any third person, and your or any third person's exclusive remedy, in law, in equity, or otherwise, with respect to the service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s) during the term of this Agreement. Except in jurisdictions where such provisions are restricted, company, its licensors and contractors (including any third parties providing all or part of the services) shall not be liable for any indirect, incidental, special or consequential damages Even if company has been advised of the possibility of such damages, to the extent that a country does not permit the exclusion or limitation of liability as set forth herein, COMPANY'S liability is limited to the extent permitted by law in such Country.

5. INDEMNIFICATION

You agree to indemnify and hold COMPANY, its parent company, subsidiaries, affiliates, officers, agents, directors, contractors, licensors and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of or in connection with (a) your use of the Service, and (b) the breach by you of your representations and warranties set forth herein.

6. INTELLECTUAL PROPERTY RIGHTS

Except as otherwise set forth herein, all right, title and interest in and to any intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Service ("Company Intellectual Property Rights") are owned by Company or its licensors, and you agree to make no claim of interest in or ownership of any such Company Intellectual Property Rights. You acknowledge that no title to the Company Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Service, other than the rights expressly granted in this Agreement. Celebrity fun sounds are performed by impressionists. They do not carry the approval or endorsement of the celebrity involved or any broadcasting institution.

8. TERMINATION AND CANCELLATION OF SERVICES; RIGHT TO WITHDRAW

You can simply exit from the Service by deleting the App from your mobile handset. In case of further contracts or subscriptions entered into via the app you will be able to terminate as indicated in the App or by giving notice the COMPANY's adress.

You agree that COMPANY, at its sole discretion, may at any time terminate your use of the Service or individual services provided via the Services and remove and discard any content within such services, if COMPANY believes that you have violated or acted inconsistently with these TERMS. You agree that upon termination of your access to the Service under any provision of these TERMS, COMPANY may immediately deactivate or delete your account and all related information and files in

your account and/or bar any further access to such files or the Service. Further, you agree that COMPANY shall not be liable to you or any third party for any termination of your access to the Service. If you cancel your account or subscription for any reason, COMPANY will not refund any of your fees paid to date, except as provided in provision 2 of these TERMS.

9. MISCELLANEOUS PROVISIONS

(a) Notices and Announcements. Except as expressly provided otherwise herein, all notices to Company shall be in writing and delivered to the following address:

Lorena Medienagentur GmbH
Karl-Liebknecht-Str. 32
10178 Berlin
Germany

(b) Changes of TERMS. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY COMPANY AT ANY TIME, WHICH CHANGES SHALL BE EFFECTIVE UPON POSTING SUCH CHANGES TO THE WEBSITE. ANY USE OF THE SERVICE AFTER SUCH POSTING SHALL CONSTITUTE ACCEPTANCE OF SUCH CHANGES BY YOU.

(c) Other terms, entire agreement. These TERMS are in addition to any COMPANY or third party terms and conditions applicable to products and services, which may be posted in connection with such products and services ("Specific Terms"). In case of any discrepancy between the TERMS and such Specific Terms, the latter shall prevail. These TERMS and any other terms or documents referred to herein represent your entire agreement with COMPANY with respect to your use of the Service. You understand and agree that, except as expressly set forth herein, this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement.

(d) Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

(e) Waiver. COMPANY's failure to pursue any available claim or defense pursuant to this Agreement or otherwise will not be a waiver of such claim or defense. The headings used in this Agreement are for convenience only, and will have no effect on the interpretation or legal enforceability of the terms herein.

(f) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

(g) Survival. In the event this Agreement terminates as provided herein, Sections 2(c)(h), 4, 5, 6 and 9 of these TERMS shall survive such expiration or termination.

(h) Governing Law and Jurisdiction. This Agreement and your use of the Website and Service shall be governed and construed in accordance with the laws of Germany. You further agree that for any matter arising out of or pertaining to this Agreement venue shall be proper in courts and legal tribunals located Berlin, Germany.

This is a service of Lorena Medienagentur GmbH
Address: Karl-Liebknecht-Str. 32, 10178 Berlin, Germany