General Terms and Conditions of Nebelhorn GmbH

for the chargeable Use of the application "Blappsta"

and for the distribution of the application by Nebelhorn GmbH

1. Scope

1.1. The following General Terms and Conditions (referred to as "GTC" hereafter) apply to the business relationship between the customers (referred to as Customer hereafter) and Nebelhorn GmbH, Seilerstrasse 15D, 30171 Hanover, Germany represented by the managing director Dr.-Ing. Steven A. Zielke (referred to as Nebelhorn hereafter).

1.2. Nebelhorn does not acknowledge conflicting or deviating GTC of a customer unless their validity is expressly agreed to in writing. Nebelhorn's GTC apply even if Nebelhorn performs services for the customer in knowledge of his conflicting or deviating GTC.

1.3. Nebelhorn also offers the customer the possibility to acquire the application Blappsta. For this purpose, however, different policies apply which the customer has to take note of and has to accept, if he makes use of Nebelhorn's offer and services.

2. Subject of the contract

2.1. Nebelhorn has developed an application called "Blappsta" (referred to as 'application' hereafter) that enables operators of websites or blogs, by means of a plug-in (in particular a WordPress plugin), to release the content of their blog or their website (referred to as "Blog" hereafter) as an application on Android or iOS smartphones; the exact specifications arise from the product description and the license certificate.

2.2. Blappsta has currently been developed for the iPhone and for Android devices.

2.3. Nebelhorn provides the customer with two chargeable versions of Blappsta in the form of Software Application Providing. Blappsta is hosted by Nebelhorn, which distributes it with the contents of the customer via a Nebelhorn account in Google Play and in iTunes stores. The customer will have access to Blappsta by means of a browser and use its functionality via telecommunication links (Internet).

2.4. This contract governs the resulting rights and duties of the parties.

3. Terminology

3.1 The term 'application' refers to the software which the customer is provided with as specified in the subject of the contract.

3.2 The term 'Plug-In' refers to the Plug-In for the particular Content Management System deveolped by Nebelhorn (e.g. Wordpress) whose installation is required to prepare the content of the application technically.

3.3 The term 'product description' contains details about properties and functionality of the standard software as well as details about hardware and software necessary to use the standard software.

3.4 The term 'user documentation' explains function and use of the software to the customer.

3.5   The term 'license certificate' contains a summary of granted and acquired rights as well as the necessary license codes which have to be provided by the customer when installing the programme.

3.6   The term 'patches' refers to the distribution of adjustments to the software's end user in order to remedy flaws and deficiencies of the acquired standard software.

3.7   The term 'updates' refers to new versions of the standard software which improves or adds to its funtions.

4. Services of Nebelhorn; Charges

4.1 Nebelhorn offers the customer the chargeable use of two versions of the application. The version 'Blappsta Business' provides the functions specified in the following. The version 'Blappsta Enterprise' provides these as well as extended functions, according to the specifications of services under § 4.2.7.

4.2 Nebelhorn provides the customer with a software application according to this contract, that has the following basic funtions:

4.2.1 Reproduction of the content of the blog or the client's website in Blappsta by means of the WordPress Plug-In, to be downloaded and installed according to § 3.1.2 ,

4.2.2   Adaptation of the design of Blappsta to the client's design by incorporating his application icons, company logo and main color,

4.2.3   Push function for immediate notification to the smartphone-user when new content has been supplied to the blog.

4.2.4   Creation of a custom home screen by the customer,

4.2.5   Sharing feature by implemented social media sharing buttons,

4.2.6   freedom of advertising? (können die Kunden werben, womit sie wollen oder ist die App frei von Werbung)

4.2.7   The concrete and contractual specifications of the application result from the particular product description which can be viewed at www.blappsta.com for both versions: 'Blappsta Business' and 'Blappsta Enterprise'. The contents of those descriptions are to be understood as specifications of services not warranties. Warranty is only granted if specifically indicated as such.

4.3 In addition, Nebelhorn provides the following services:

4.3.1 Nebelhorn provides a user documentation which can be accessed and downloaded at http://www.blappsta.com,

4.3.2 Nebelhorn hosts the Appstore Account Data. The hosting is done on an appropriate server which fulfills the requirements of the application.

4.3.3 Nebelhorn places the application including the contents provided by the customer in the application stores of Google Play and iTunes via the Plug-In. This is done by individual developer accounts and therefore Nebelhorn acts versus iTunes and Google Play as operator of the application.

4.4 Use of services provided by Nebelhorn are chargeable. The chargeable amount depends on the chosen version (Blappsta Business or Blappsta Enterprise).

4.5 The specific chargeable amount is unambiguously stated for each version of the application at www.blappsta.com. The amount is paid in advance on a monthly basis.

5. Requirements for use, registration, contract, obligations of the customer

5.1. Every individual or juristic person who operates a website using a supported CMS, can purchase versions of the applications under the following conditions:

5.1.1. The customer must be of legal age, or must be represented by an individual person who is of legal age and is authorized to do so.

5.1.2. The customer is obligated to make a truthful statement in accordance with § 6 with regard to the contents of the website.

5.1.3. The customer must download the free WordPress Plug-In "Blappsta" (download at: http://wordpress.org/plugins/yournewsapp/) and install it in his own CMS.

5.1.4. The customer may partially generate the content into Blappsta on a trial basis through the Nebelhorn server and view it.

5.1.5. The customer can then obtain the right to use the application as part of this contract; In order to do so he has to register at Nebelhorn under http://www.blappsta.com using the online form and place the order as specified under § 9.

5.1.6. For a complete registration, the customer must provide the following information via the online form:

5.1.6.1. First name and family name.

5.1.6.2. Date of Birth.

5.1.6.3. Complete address of the residence or business respectively.

5.1.6.4. Email address

5.1.6.5. Secure code word of his choice

5.1.6.6. His agreement via Opt-In to these GTC and to the Data Privacy Statement

5.1.6.7. His confirmation of the truthfulness of the declaration given according to § 5.1.2

5.1.7. After submitting the online form the customer receives an e-mail to the e-mail address specified by him. In order to confirm his registration and statement in the sense of § 6 the customer has to click on the registration link (so-called Double Opt-In) contained in the email. Only after doing so the customer can proceed with the order according to § 9.

5.2. In case the customer does not activate the registration link within two weeks after delivery of the email, his data entered until then will be deleted; please read our Data Privacy Statement with regard to this.

5.3. The customer is obligated to keep the information up to date and correct.

5.4. The customer is obligated to keep his code word secret.

5.5. The customer is obligated to keep the contents of his blog compliant with the guidelines and requirements referred to in § 6 at all times.

6. Statement with regard to the contents of the customer's blog and the legal consequences of

providing false explanation; cancellation and damage compensation.

6.1. The customer agrees to make a declaration with regard to the contents of his blog.

6.2. The customer issues a binding explanation as to whether the contents of his blog possibly violate:

6.2.1. the Google Play Program policies for developers,

6.2.2. the Application Store Review Guidelines of iTunes
and other directives mentioned therein. This means that the customer will tell whether his blog and ultimately the application will contain problematic contents, in particular:

6.2.3. any sexual or other presentations, statements or materials harmful to minors

6.2.4. insults, false factual statements or other defamatory statements and presentations

6.2.5. violence and war propaganda representations and statements

6.2.6. discriminatory statements and representations with respect to ethnic origin, religion, disability, gender, age, gender identity or sexual orientation

6.2.7. other insults and defamation of third parties

6.2.8. personalization and pseudo anonymization of other users ,

6.2.9. unauthorized making public of personal data by any way or means

6.2.10. infringement on third party rights (including copyrights, trademarks, trademark and patent rights, competition rights, personal rights)

6.3. If the customer declares that his blogs possibly contain such contents and thus may violate the aforementioned guidelines, the customer cannot use the the application under the terms of this contract. In this case the customer can, however, purchase the application according to General Terms and Conditions of Nebelhorn GmbH for the chargeable Use of the application "Blappsta". He must then place his application into his own application developer accounts in Google Play and/or iTunes Store under his own responsibility.

6.4 If the customer declares that the contents of his blogs do not violate the aforementioned guidelines and Nebelhorn gets knowledge in any way that it does, Nebelhorn can terminate the contract immediately and without notice and can delete the application from the application-stores. Also, in such a case the customer is obliged to reimburse Nebelhorn for all damage which results from his breach of duty - including the damage which results from the potential closing of Nebelhorn's developer account.

7. Granted Rights

7.1 Nebelhorn grants the customer the right to access the application via telecommunication (Internet) and to use its range of functions via a browser in accordance with this contract. The rights are not exclusive, are limited to the duration of the contract according to § 8 and are regionally unlimited. The customer does not obtain additional rights.

7.2 The customer is not entitled to use the application beyond the usage which is covered by this contract, or to let third parties make use of it. In particular, the customer is not permitted to duplicate the application or any part thereof or to sell or lease it to a third party, not even temporarily. He is not allowed to pass on any rights to the application especially not for rent or in any other way, and he is not legalized to make the application public by wired or wireless reproduction or make it accessible to third parties in return for payment. The above does not apply in case a differing written agreement has been made between Nebelhorn and the customer.

7.3 In any case in which the customer, contrary to this contract, deliberately or carelessly enables a third party to use the application without consent of Nebelhorn, he has to pay a penalty to Nebelhorn. The magnitude of the contractual penalty shall be specified by Nebelhorn under appropriate consideration of the specific infringement. The penalty is due for payment as soon as Nebelhorn has become aware of the breach of contract and has made known to the customer the appropriate fee for the particular case. Apart from the penalty further claims for damages remain, particularly the entitlement to compensation for any damage caused to Nebelhorn by the usage through a third party, accordant to § 5.4.

8. Duration of License

8.1 In line with § 7 the license is valid for one month.
8.2 If the license is not terminated within the stated period of two weeks by the end of a month it will be renewed automatically for one more month.
8.3 The termination can be handed in via email and has to be send to support@blappsta.com.
8.4 The duration starts with the placement of the particular application in the App Stores, to start the duration the placement in one of the App Stores is sufficient.
8.5 The customer receives an email when the application is placed in the App Stores.

9. Formation of a contract

9.1 The presentation of the application in the online shop of the website www.blappsta.com does not constitute a binding offer of conclusion of a license agreement instead it is an nonbinding request to purchase versions of the application via the website www.blappsta.com.
9.2 If a binding order is placed Nebelhorn will send an email to the stated email address to the customer confirming the receipt of the order (order confirmation). This order confirmation constitutes the acceptance of the offer. In addition to the order confirmation the customer receives the cancellation policy in form of a text and a link each to this GTC as well as the Data Privacy Statement.
9.3 If the customer does not specifically object to the mutual fulfillment of the contract by exercising his cancellation rights, Nebelhorn will facilitate the use of the application.
9.4 After formation of a contract according to § 9.4 the application will be placed within about two weeks in the App Stores iTunes and Google Play. After formation of a contract according to §9.5 the application will be placed within about two weeks after expiration of the cancellation period.

10. Fees, time for payment, payment options

10.1   The stated total price contains the legal sales tax, all price components are seperately accounted for during the order process and in the bill.
10.2   The total price is due with receipt of the order confirmation and the bill at the

latest.

10.3   If the customer does not terminate the license within the peroid stipulated by the end of the month, a bill for the following month is issued in advance.

10.4   The customer is offered the following payment options:

10.4.1 Paypal

11. Liability of the customer for contents; indemnity

11.1. Independent of the statement in § 6, the customer shall be liable for all content of the application belonging to his blog.

11.2. The customer indemnifies Nebelhorn from all claims which a third party asserts from Nebelhorn for infringement of its rights because of the customer's contents of the application.

11.3. The customer, in the case of clause 11.2, pays Nebelhorn's necessary cost of legal counsel (attorney's fees) and court costs.

11.4. The customer also agrees in the event of a claim by a third party to provide Nebelhorn promptly, truthfully and completely with all information which is necessary to review the claims and for a legal defense.

12. Deletion of the application from the application stores; blocking

In case a customer breaches legal regulations, third party rights or the GTC, Nebelhorn reserves the following rights:

12.1.1. to warn the customer,

12.1.2. to remove the customer's application from the application stores,

12.1.3. to block the application for further use by the customer.

Furthermore, Nebelhorn reserves its right to terminate the contract immediately and without notice.

12.2 These provisions unless legally specified are under the equitable discretion of Nebelhorn, but Nebelhorn takes into account the legitimate interests of the users and all circumstances of the violations, in particular the degree of offense.

12.3.   Once the customer is blocked from the use of the application and/or his contract has been terminated, the customer is not allowed to open a new account or use another account.

13. Warranty

13.1   If a malfunction of the application is brought to Nebelhorn's attention, Nebelhorn will remedy this malfunction within a common and adequate period of time depending on the type and gravity of the malfunction.

13.2   A malfunction of the software exists if the software does not fulfill the functions stated in the product description, the data handling breaks down uncontrollably or the software does not work according to its function in any other way so that its use is limited or impossible.

13.3   Claims resulting from warranty are governed by a statute of limitations of one year by

the legal start of the statute of limitations if no consumer is part of the deal. The regulation of § 13 remains untouched by this.

14. Availability

Nebelhorn warrants an availability of servers necessary for the operating status of the application of 99% within a period of 12 months.

15. Liabilities

15.1. Nebelhorn gives an unlimited liability for damages which are caused by gross negligence or made with intention by its salespersons, employees or auxiliary persons. This includes fraudulent concealment, explicitly giving a warranty, malicious concealment of defects, and the causing of damage from injury to life, body and health.

15.2. For other damages, Nebelhorn is only liable if it infringes on a duty whose fulfillment arises from the proper execution of this contract and the parties of the contract can be trusted to comply with (cardinal contractual obligations). Damage claims are limited to damages that are typical for the contract and predictable. A possible liability under the law on product liability remains unaffected. A liability exceeding the previous statements is excluded.

16. Contract duration

16.1. The contract starts running with the acceptance of Nebelhorn's offer and the notice of the GTC by the customer.

16.2. The contract end with end of the license according to § 8.

16.3. Nebelhorn's right to block and terminate the contract for good cause remains unaffected.

17. Amendment of Terms

17.1. Nebelhorn reserves the right to change its GTC with effect on the future, in particular in the following cases:

   17.1.1. When and as far as, after the conclusion of the contract, the market situation has changed convincingly in Nebelhorn's opinion in respect to the calculative or technical aspects, Nebelhorn can change the GTC with regard to reimbursement in a manner reasonable for the user.

   17.1.2. When Nebelhorn wants to improve its offer and services, or wants to expand it for the benefit of users, it can change its GTC.

   17.1.3. If and as far as legislation or jurisdiction make it necessary to change its GTC, Nebelhorn reserves its right to do so.

17.2. Changes to the GTC are announced in advance with a deadline of four weeks and are made public on Nebelhorn's website within this time period. At the same time, users will be informed by e-mail.

17.3. When accessing his user account for the first time after a GTC change, the user is reminded of it and asked to agree by Opt-In.

17.4. If within the period no agreement is given by the user, the contract will be continued without the proposed changes. Nebelhorn's right to terminate the contract remains unchanged.

18. Final provisions

18.1. The law of the Federal Republic of Germany applies under exclusion of the UN Convention on Contracts.

18.2. If the customer is a merchant, a legal entity under public law or stands for special assets subject to public law, the place of jurisdiction for any dispute resulting from this contract is exclusively the seat of Nebelhorn's management director. The same applies if the user has no general place of jurisdiction in Germany or his usual residence at the time of filing suit is not known.

18.3. Contractual amendments or extensions must be in writing. This also applies to the amendment or repeal of this clause.

18.4 Should any provision of this contract not be effective, the legal validity of the remaining provisions is not affected. The same applies in case anything in the contract is missing.