

## Terms and conditions of services

Valid for the following products and services:

IndieGO! marketplace/ ARES app-browser/  
AROS Broadway Boulevard/ Synergy

The terms „Service“ or „Service“ in the following description may mean all or one of the following:

IndieGO! marketplace/ ARES app-browser/  
AROS Broadway Boulevard/ Synergy

You agree that you will pay for all products you purchase through the Services, and that Ares Computer shop (owner Pascal Papara) may charge your payment method for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account.

**YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING Ares Computer shop (owner Pascal Papara) WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.**

All sales and rentals of products are final.

Prices for products offered via the Services may change at any time, and the Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction but prior to download, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Ares Computer shop (owner Pascal Papara).

All purchases will be paid internally with a virtual currency called Amicoins. Those amicoins can be bought from your local dealers or online shops. Taxes, depending on your country rules, will be included, whenever applicable or necessary, during purchase of CODES. A code can equal any defined amount of Amicoins.

Neither Issuer nor Ares Computer shop (owner Pascal Papara) is responsible for lost or stolen CODES (obtained in electronic form e.g. email), Amicoins Code Cards, and Allowances transmitted electronically pass to the purchaser upon electronic transmission to the recipient. Risk of loss and title for Content Codes transmitted electronically upon electronic transmission from Ares Computer shop (owner Pascal Papara); for avoidance of doubt, such recipient may not always be you. Ares Computer shop (owner Pascal Papara) reserves the right to close accounts and request alternative forms of payment if a Code Card, Content Code, or Allowance is fraudulently obtained or used on the Service.

ARES COMPUTER SHOP (OWNER PASCAL PAPARA), ISSUER, AND THEIR LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO AMICOINS CODE CARDS, CONTENT CODES, ALLOWANCES, OR IndieGO! Marketplace, ARES app-browser , AROS Broadway Boulevard, Synergy, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT AMICOINS CODE CARD, CONTENT CODE, OR ALLOWANCE IS NONFUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH AMICOINS CODE CARD, CONTENT CODE, OR ALLOWANCE. THESE LIMITATIONS MAY NOT APPLY TO YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.

#### ELECTRONIC CONTRACTING

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

Ares Computer shop (owner Pascal Papara) is not responsible for typographic errors.

The Services are only available for individuals aged 18 years or older.

As a registered user you may establish an account ("Account"). Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Ares Computer Shop (owner Pascal Papara) of any security breach of your Account. Ares Computer Shop (owner Pascal Papara) shall not be responsible for any losses arising out of the unauthorized use of your Account.

In order to purchase and download Products from the Services, you must enter your ID and password to authenticate your Account for purchases. Once you have authenticated your Account using your Ares ID and password, you will not need to authenticate again for fifteen minutes on your computer or other compatible devices; you can choose to allow your computer or any other device to remember your password to remain authenticated. During this time, you will be able to purchase and

download Products without re-entering your password. You can turn off the ability to make Product purchases or change settings to require a password for every transaction by adjusting the settings on your computer or compatible device.

You agree to provide accurate and complete information when you register with, and as you use, the Services ("Registration Data"), and you agree to update your Registration Data to keep it accurate and complete. You agree that Ares Computer Shop (owner Pascal Papara) may store and use the Registration Data you provide for use in maintaining and billing fees to your Account.

#### USAGE RULES

- (i) You shall be authorized to use downloaded Products only for personal, noncommercial use.
- (ii) You shall be authorized to use downloaded Products on any authorized devices at any time, except for Content Rentals.
- (iii) You shall be able to store downloaded Products from up to five different Accounts at a time on compatible devices, provided that each device may sync tone downloaded Products with only a single authorized device at a time, and syncing an device with a different authorized device will cause tone downloaded Products stored on that device to be erased.
- (iv) You shall be authorized to burn an audio playlist up to seven times.
- (v) You shall not be entitled to burn video Products or tone downloaded Products.
- (vi) Many but not all downloaded Products do not contain security technology that limits your usage of such products, and Usage Rules (ii) – (v) do not apply to „FREE-MARKED“ Products. You may copy, store, and burn iTunes Plus Products as reasonably necessary for personal, noncommercial use.
- (vii) You shall be able to manually sync a movie from at least one authorized device to devices that have manual sync mode, provided that the movie is associated with an Account on the primary authorized device, where the primary authorized device is the one that was first synced with the device or the one that you subsequently designate as primary using on of the download services mentioned in this document.
- (viii) An HDCP connection may be required to view content transmitted over HDMI.
- (ix) Content Rentals
  - (a) Content rentals are viewable on only one device at a time. You must be connected to the Download Service when moving rentals, and you may do so only between your computer and other compatible devices. If you move a rental to a compatible device and then use the Services to restore that device, or choose Settings > Reset > Erase all content and settings on that device, the rental will be permanently deleted.
  - (b) Once you purchase a rental, you must fully download the rental within thirty (30) days. You have thirty (30) days after downloading a rental to begin viewing. Once you begin viewing, you have twenty-four (24) hours to finish viewing a movie. Stopping, pausing, or restarting a rental does not extend the available time for viewing.

Some Products, including but not limited to Content rentals, may be downloaded only once and cannot be replaced if lost for any reason. It is your responsibility not to lose, destroy, or damage downloadable Products once downloaded, and you may wish to back them up.

The delivery of downloadable Products does not transfer to you any commercial or promotional use rights in the downloaded Products. Any burning or exporting capabilities are solely an accommodation to you and shall not constitute a grant, waiver, or other limitation of any rights of the copyright owners in any content embodied in any downloadable Product. You acknowledge that, because some aspects of the Services, Products, and administration of the Usage Rules entails the ongoing involvement of Ares Computer Shop (owner Pascal Papara), if Ares Computer Shop (owner Pascal Papara) changes any part of or discontinues the Service, which Ares Computer Shop (owner Pascal Papara) may do at its election, you may not be able to use downloaded Products to the same extent as prior to such change or discontinuation, and that Ares Computer Shop (owner Pascal Papara) shall have no liability to you in such case.

#### SUBMISSIONS TO THE SERVICE

The Service may offer interactive features that allow you to submit materials (including links to third-party content) on areas of the Service accessible and viewable by the public. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with your submission of any materials on the Service. You hereby grant Ares Computer Shop (Owner Pascal Papara) a worldwide, royalty-free, nonexclusive license to use such materials as part of the Service, and in relation to downloadable Products, without any compensation or obligation to you. Ares Computer Shop (Owner Pascal Papara) reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability. Ares Computer Shop (Owner Pascal Papara) has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Ares Computer Shop (Owner Pascal Papara) in its sole discretion deems appropriate, including, without limitation, termination hereunder or under german laws.

#### THIRD-PARTY MATERIALS

Certain content, downloadable Products, and services available via the Service may include materials from third parties. Ares Computer Shop (Owner Pascal Papara) may provide links to third-party websites as a convenience to you. You agree that Ares Computer Shop (Owner Pascal Papara) is not responsible for examining or evaluating the content or accuracy and Ares Computer Shop (Owner Pascal Papara) does not warrant and will not have any liability or responsibility for any third-party

materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Ares Computer Shop (Owner Pascal Papara) is not in any way responsible for any such use by you.

#### OBJECTIONABLE MATERIAL

You understand that by using the Service, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the Service at your sole risk and shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Downloadable Product types and descriptions are provided for convenience, and you agree that Ares Computer Shop (Owner Pascal Papara) does not guarantee their accuracy.

#### IMPORTANT SAFETY INFORMATION

To avoid muscle, joint, or eye strain during your use of the products offered through the Service, you should always take frequent breaks, and take a longer rest if you experience any soreness, fatigue, or discomfort. A very small percentage of people may experience seizures or blackouts when exposed to flashing lights or patterns, including but not limited to while playing video games or watching videos. Symptoms may include dizziness, nausea, involuntary movements, loss of awareness, altered vision, tingling, numbness, or other discomforts. Consult a doctor before using the products offered through the Service if you have ever suffered these or similar symptoms, and stop using such products immediately and see a doctor if they occur during your use of such products. Parents should monitor their children's use of the products offered through the Service for signs of symptoms.

#### DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

Ares Computer Shop (Owner Pascal Papara) DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE ITUNES SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME Ares Computer Shop (Owner Pascal Papara) MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY Ares Computer Shop (Owner Pascal Papara)) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL Ares Computer Shop (Owner Pascal Papara), ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES OR JURISDICTIONS, Ares Computer Shop (Owner Pascal Papara) LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Ares Computer Shop (Owner Pascal Papara) SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND Ares Computer Shop (Owner Pascal Papara) HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

Ares Computer Shop (Owner Pascal Papara) DOES NOT REPRESENT OR GUARANTEE THAT THE ITUNES SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND Ares Computer Shop (Owner Pascal Papara) DISCLAIMS ANY LIABILITY RELATING THERETO. SOME PRODUCTS CAN BE DOWNLOADED ONLY ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS PURCHASED OR RENTED FROM THE SERVICE.

#### WAIVER AND INDEMNITY

BY USING THE SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD Ares Computer Shop (Owner Pascal Papara), ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY Ares Computer Shop (Owner Pascal Papara) AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM Ares Computer Shop (Owner Pascal Papara), ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR

AS A RESULT OF Ares Computer Shop (Owner Pascal Papara)  
CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED.  
THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS  
DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

#### CHANGES

Ares Computer Shop (Owner Pascal Papara) reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the iTunes Service will be deemed acceptance thereof.

Last Updated: November 07, 2013

Only applicable for developers:

#### UPLOADING AND SELLING PRODUCTS THROUGH THE OFFERED SERVICES

You may register as developer. As soon your account has been validated, you can upload Products and define a price. Ares Computer Shop (Owner Pascal Papara) doesn't charge for uploading applications.

As long your uploaded Products are for free (price = 0 Amicoins) the service is free of charge.

As soon you start selling commercial products a pre defined percentual amount will be automatically kept from every sale.

Example:

Your individual percentual fee is set to 20% (from product price / sale)

Uploading your app and writing a description including 3 pictures costs nothing.

You defined a product price of 1200 Amicoins.

As soon a Service user buys your product you will get 1200 Amicoins minus 20% booked on your account. In this example 840 Amicoins.

As soon your account has a minimum amount of 5000 Amicoins you can ask for a payment to your real banking account.

1 amicoins equals 1 €-cent, or 100 Amicoins equals 1€.

Prices of products can be from 0 up to 99999 Amicoins.  
Micropayments of 0.001 Amicoins are also possible.

You as developers are responsible to pay taxes depending on your local laws.

Amicoins are payed out witout any VAT because of german law.

Es erfolgt kein Ausweis der Umsatzsteuer aufgrund der Anwendung der Kleinunternehmerregelung gem. § 19 UStG.

VAT is not applied as I fall under the small business ruling and have no need to register for it as described in § 19 UStG.

Last Updated: Novemver 07, 2013