

Standard Terms and Conditions

of the

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hereafter called “JonDos”.

§1 Scope and Subject Terms

- (1) Unless otherwise agreed, these Standard Terms and Conditions shall apply to each contract regulating the use of the software “JonDo“ provided by JonDos and of the JonDos billing system.
- (2) “JonDo“ enables the customer to connect to JonDonym Mix services offered by various Mix operators. Thereby, the customer can pseudonymise his IP address against telemedia and can encrypt his data traffic. Using Mix services is subject to the terms and conditions of the respective service providers (hereinafter referred to as “Mix operators”) and is thereby not covered by these Standard Terms and Conditions. JonDos itself has neither the technical ability to observe the customer’s data traffic on the Mixes of these operators, nor the authority to issue a directive for such an observation.
- (3) The customer may create and hold one or more billing accounts in the JonDos billing system. He may use them to pay Mix operators for using their Mix services. The billing is done according to the data volume that the customer sends to or receives from the respective Mix services.
- (4) JonDos expressly rejects the inclusion of any and all Standard Terms and Conditions of the customer, unless JonDos has, pursuant to sec. 126 of the German Civil Code (“BGB”), formally confirmed them in written form. The written form may thereby neither be replaced by a simple nor by a qualified electronic form. These Standard Terms and Conditions are exclusively valid even if JonDos performs its services unreserved in knowledge of conflicting Standard Terms and Conditions of the customer.

§2 Responsibilities of JonDos

- (1) JonDos develops the software „JonDo“ as „open source“. This means that the customer may, free of charge, view and change the complete program code according to the licence regulations, and may compile it to a runnable program. JonDos provides the customer the “JonDo” program code by a common download source or on request.
- (2) On its web pages, JonDos provides the customer a downloadable version of “JonDo” which is compatible with the current JonDos billing system.
- (3) JonDos settles the incurring fees for the use of Mix services between the customer and the respective operator using the customer’s billing account. The first operator of a Mix cascade, respective, may charge a connection fee of up to 3 Megabyte of data volume in addition to the usage-dependent billing from the customer. JonDos ensures by a technical procedure that the operators do their billing correctly or that incorrect billings may at least be recognized by the customer.
- (4) JonDos offers the customer cost-free support for the usage of “JonDo” and of the billing system by e-mail and by an online user forum. The customer may get further but paid support from JonDos according to a currently valid price list or by arrangement.

§3 Customer Responsibilities

- (1) The customer ensures to neither forward his account data to third parties nor to use them on more than one computer at the same time. Using the same account on several computers at different times is allowed to the customer.
- (2) The customer has to protect his account data from loss and from the access of unauthorized third parties in a suitable way, for example with encrypted data backups on external data storage devices. For this purpose, JonDo has a built-in but optional password encryption and export function for the customer’s account data.
- (3) If the customer gets informed about a newer version of “JonDo”, he is obliged to update his program on time. The customer may delay or reject this update only if concrete technical problems or security worries against it arise.

§4 Term and Termination of Contract

- (1) The contract duration complies with the rate or plan chosen by the customer.
- (2) For plans that are limited regarding their maximum data volume, the contract ends automatically after the complete consumption of the data volume agreed upon.
- (3) If the contract has been concluded for an unlimited time, or if an automatic prolongation of the contract after the minimum contract duration has been agreed upon, the customer has the right to terminate the contract with 4 weeks notice if nothing else has been agreed upon.
- (4) Either party may terminate the contract immediately by notice to the other party if the other party breaches or defaults in the performance of any material provision of the contract and such breach or default is not cured within 7 days after notice thereof is received by the breaching party.
- (5) The customer receives a break option if he is, during the runtime of his chosen rate, permanently not able to use his billing account for reasons not caused by himself with negligence or wilful misconduct, and usage is not possible even after an adequate support by JonDos. If he takes the break option, the customer gets the residual value of the account reimbursed on a pro-data basis.
- (6) If JonDos is behind schedule with contractual obligations, the customer has the right of withdrawal from the contract only if JonDos does not comply within an adequate period. The deadline for this compliance has to be set in written form. The period must not be shorter than two weeks.
- (7) The notice of cancellation always has to be in written form. If the written form is not possible because the cancelling party does not know the address of the other party, the textual form is sufficient (e.g. e-mail, fax). Notwithstanding any termination of the contract, the provisions Prices and Payment, Warranty and Limitation of Liability of these Standard Terms and Conditions will survive.

§5 Prices and Payment

- (1) The prices and due dates of payment for the usage of JonDonym billing accounts comply with the rate chosen by the customer.
- (2) The usage of a billing account is only possible after paying the fee agreed upon. Other payment methods need an agreement between JonDos and the customer.
- (3) If the customer defaults with his payment obligations, JonDos charges, pursuant to sec. 288 subsec. 1 BGB, a yearly interest of five percentage points above the basic rate of interest, and moreover has the right to disable the customer's billing account at once. Any rights of JonDos to request any additional damages shall remain unaffected.

§6 Warranty and Limitation of Liability

- (1) JonDos disclaims all guarantees related to service, products and software.
- (2) JonDos is liable for any damages adequate causally caused by gross negligence or wilful misconduct by JonDos, its legal representatives, employees or agents.
- (3) In case of damages caused by ordinary negligence, JonDos is only liable, if a fundamental contract obligation (cardinal obligation) has been breached. Cardinal obligations are duties of central importance for the contract in a way that a violation of those deprives the other party of what he/she is entitled to expect under the contract. In such cases of ordinary negligence, the JonDos liability amount is limited to the damage that could have been reasonably foreseen by JonDos at the time of conclusion of the contract.
- (4) In particular, JonDos is not liable for damages resulting from the disclosure of the customer's identity or IP address, or the outage of individual Mix servers, respectively. As far as this has been caused by default of Mix operators, the customer has to contact them directly. JonDos stresses that, for the customer's security, in addition to the use of JonDo further precautions such as a secure configuration of the customer's web browser, his operating system and computer are necessary.
- (5) Furthermore, JonDos is not liable for the availability of the Mix operators' Mix servers, or for characteristics of Mix services warranted by Mix operators. A claim for using a certain Mix service does not exist.
- (6) JonDos is not liable for damages resulting from loss or misuse of the customer's account data caused by the customer himself with negligence or wilful misconduct. In particular, JonDos is in this case not obliged to refund the customer the fee he has paid for the account.
- (7) Notwithstanding anything to the contrary contained in these Standard Terms and Conditions, any liability of JonDos for damages which affect injury to life, body or health, the breach of cardinal obligations caused by JonDos or one of his legal representatives, employees or agents, or duties of which JonDos has no control of, warranted characteristics or damages under the German Product Liability Act ("ProdHaftG") shall remain unaffected hereby.

§7 Privacy Policy

- (1) JonDos collects, processes and uses personal data without further acceptance by the customer only as far as needed for the conclusion and handling of the contract as well as for accounting reasons. JonDos does not hand over any individual-related data to third parties.
- (2) For a payment transaction, JonDos stores the time of the transaction, the country from which the transaction was triggered, the language that was set in the customer's operating system and JonDo, the pseudonymous JonDonym transaction number, the pseudonymous JonDonym account number, the chosen rate and the payment method chosen by the customer (e.g. bank money transfer, credit card,...). The customer's IP address is not stored.
- (3) By using the JonDonym technology, the program JonDo prevents JonDos and third parties from linking the customer's account data with the internet services the customer connects to. JonDos may only determine how much data volume the customer has used with his account over which Mix services. This is necessary for ensuring the correctness of billing.
- (4) JonDos stores the customer's consumption of data volume at a daily basis. For customer administration and other accounting reasons, JonDos moreover transfers, on a daily basis, the following data to Mix operators: the customer's pseudonymous account number and the data volume that the customer consumed on the Mix services of a certain operator, if the customer consumed any data on the operator's services.
- (5) At any time, you have the right to get information about the data stored concerning your identity, about its origin, receiver and the purpose of its storage.

§8 Venue / Applicable Law

- (1) Exclusive venue for all disputes arising from this contract is, if the customer is merchant, legal person governed by the public law, special property under public law or inland without place of jurisdiction, Regensburg. Moreover, JonDos has the right to sue the customer at his own venue.
- (2) The contract between JonDos and the customer shall be governed, construed and interpreted in accordance with the laws of the Federal Republic of Germany. The regulations of the United Nations convention on contracts for the sale of movable goods (CISG) shall be expressly excluded.

§9 Notice of Cancellation

- (1) You may cancel your declaration of contract within two weeks without giving reasons in textual form (e.g. by mail, fax, e-mail). The cancellation period shall commence at the earliest on receipt of this notice of cancellation, but at the latest on the day when the customer account is activated by JonDos. To meet the deadline it will suffice to send the notice of cancellation on time. The notice of cancellation has to be sent to**

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- (2) In case of an effective cancellation, the benefits received on both sides have to be returned, and, if necessary, interest has to be released. If you cannot return to us the benefit received, as a whole or partially, or in a declined condition only, you have to, if necessary, pay compensation for the value. In particular, you have to return to us the equivalent value of the data volume you consumed according to the price of the rate you have chosen, respectively.**
- (3) Your right of cancellation expires prematurely if the contract is, on behalf of both sides, fulfilled at your explicit request before you have exercised your right of cancellation.**

§10 Severability Clause

If any provision of these Standard Terms and Conditions or the application thereof to any person or circumstances is fully or partially invalid, unlawful or unenforceable, all remaining provisions or application of these provisions shall remain unaffected thereof. An invalid, unlawful or unenforceable provision shall be regarded as replaced by a valid, lawful and enforceable provision that as closely as possible reflects the economic background and meaning of the replaced provision. Sec. 139 BGB is not applicable.

Regensburg, 2009/08/06