

Special Terms and Conditions for Fee-based Service Packages

1. Scope of Application

- 1.1 The present Special Terms and Conditions describe the special conditions applying to the use of the Pro-Account service package (hereinafter referred to as the "Package") within the scope of the service offered by mokono GmbH, Oranienstr. 183, D-10999 Berlin (hereinafter referred to as "Operator"). These conditions apply in addition to the "General Terms of Service".
- 1.2 The following conditions apply exclusively. To the extent that User's General Terms and Conditions may contain provisions diverging from or contradictory to the present Special Terms and Conditions, such General Terms and Conditions of User shall not apply to the contractual relationship between Operator and User.

2. Age Requirements

In order to take advantage of the Package, User must be of age and have full legal capacity, or provide a corresponding authorisation from the person(s) legally entitled to represent him/her.

3. Term

- 3.1 The contract period of the Package is one month or one year, depending on User's choice.
- 3.2 The contract period shall in each case be prolonged automatically by another period of the originally chosen term, i.e. either by one further month or by one further year, provided that User has not terminated the Package by giving notice two weeks prior to termination of the respective contract period.
- 3.3 If the Package is terminated, service to User will normally continue on the basis of the reduced scope of the free service packages. However, User may at any time inform Operator that service should be discontinued.

4. Right of Withdrawal

If User is a consumer, he/she has a statutory right of revocation, with regard to which Operator makes the following cautionary statement:

Information on the Right of Withdrawal

Right of Withdrawal

You may withdraw from this transaction within fourteen days. Withdrawal must be made in text format (e.g. letter, fax, e-mail) and need not include reasons for the withdrawal. The fourteen-day withdrawal period begins at the earliest on the day following the day on which you have received these instructions separately in text format. Withdrawal shall be considered timely if a notice of withdrawal is sent off within this period. The notice of withdrawal must be sent to:

mokono GmbH
Oranienstr. 183
D-10999 Berlin

Fax: +49-(0)30-322955-299
E-mail: support@blog.co.uk

Consequences of Withdrawal

In the event of an effective withdrawal, the goods and/or services received by each party shall be returned and any benefit derived (e.g. interest) shall be surrendered. If you are completely or partly unable to return the goods and/or services you received, or able to return it only in a deteriorated condition, you may to that extent have to provide us with compensation for the lost value. Obligations to reimburse payments must be met within thirty days of sending your notice of withdrawal.

Additional Notice

Your right of withdrawal expires prematurely if your contracting partner, with your explicit permission, has begun performance of the service prior to the end of the withdrawal period, or if you yourself have arranged for this to occur (e.g. through download etc.).

End of the Withdrawal Information**5. Remuneration, Terms of Payment**

5.1 Prices for the Package are stated in the offer pages regarding the Package.

5.2 Operator offers various methods of payment, e.g. payment by credit card, by debit note or via micro-payment provider. However, Operator is not obligated to make every form of payment it generally offers available to every user.

5.3 In the event of payment by credit card, Operator will debit the credit card with the pertinent amounts as they become due. If payment by debit note has been chosen, Operator will collect the pertinent amounts. If User has chosen to pay via one of the micro-payment providers chosen by Operator, payments will be transacted on the basis of the micro-payment provider's Terms and Conditions.

5.4 The following conditions apply to the individual types of payment transactions:

5.4.1 Payment by credit card:

Payment by credit card is effected by providing credit card data (card holder, credit card number and expiry date as well as further security codes if applicable).

5.4.2 Payment by debit note:

If User wishes to make payments by debit note, he must issue an effective direct debit authorisation to Operator. Amounts released by User for collection by debit note shall be credited directly to Operator. Operator reserves the right to verify a user's creditworthiness and, in the event of a negative credit evaluation or of a return debit, to suspend this method of payment for User or suspend the User's account. User's direct debit order grants Operator authorisation to collect the pertinent amount from his specified giro account with a domestic bank via direct debiting. If a payment initiated by debit note is not carried out for reasons within User's control, e.g. faulty statements, revocation or lack of cover on the original account, User shall reimburse Operator's costs up to EUR 20. User undertakes to inform Operator without delay of any changes in his account information and also, in the event of a change of account, to grant a new direct debit authorisation. User is entitled to request from Operator an interim statement of fees incurred within a billing period.

5.4.3 Payments made via micro-payment provider

Payments transacted and title to payment claims shall be governed by the Terms and Conditions of the provider offered by Operator and chosen by User.

- 5.5 In the event of delay or default in payment on the part of User, Operator reserves the right to suspend access to the Community if User, in spite of a reminder sent in text format, does not meet his payment obligations within the deadline set in the reminder. The right to assert claims for damages and to terminate the Package and the user agreement after setting the extension deadline shall not be affected by these provisions.

6. Advertising

- 6.1 In derogation of clause 7.2 of the General Terms of Service, User of the Package may also advertise for offers of third parties. This shall not include advertising for services involving content or products that fall within one of the categories described in clause 10 of the General Terms of Service or are in any other manner illegal or subject to authorisation. User is responsible for any advertising he inserts or includes; Operator does not monitor User's advertising.
- 6.2 When placing advertising in his area, User shall, however, take into consideration that the service offered by Operator is not an advertising platform but primarily a community of and for users. Advertising may therefore not constitute the focal point of the content presented by User at the expense of other content. Operator reserves the right to warn User if User fails to comply with the above conditions. User shall then react to such warning accordingly. Otherwise, Operator shall then be entitled to exclude User's area from access to the general public and/or to suspend User's account temporarily or permanently. If these measures have no effect, Operator may terminate the contractual relationship without notice by way of extraordinary termination under the terms of clause 7.2.

7. Termination

- 7.1 Regular termination of the Package is possible only at the end of a contract period under the conditions specified in clause 3.2.
- 7.2 Both Operator and User terminate the Package without notice for good cause. In particular, Operator can declare extraordinary termination if User has severely infringed either the General Terms of Service and/or the present Special Terms and Conditions, above all if User has deceived Operator with regard to his identity, if he has lost his log-on data or if his log-on data is being misused by him or by a third party, or if he fails to meet his payment obligations in spite of an official reminder stating a set deadline having been sent by Operator.
- 7.3 Termination, including termination under the terms of point 3.2, must be declared in text format, i.e. at least by e-mail.
- 7.4 If Operator has suspended User's account or terminated the contractual relationship on the basis of extraordinary termination, User may not order a new fee-based package.

8. Amendments to the Present Special Terms and Conditions

- 8.1 Operator reserves the right to amend the present Special Terms and Conditions at any time and without stating reasons for the amendment. Any new Special Terms and Conditions shall be sent to User by e-mail.
- 8.2 The new special conditions of use shall be deemed agreed unless User objects to their application within fourteen days of receipt of the e-mail. Any objection must be made in text format. Operator shall inform User with regard to the right of objection, the deadline and the consequences of lack of action by User in a separate section of the e-mail. If User objects, each party shall have the right to terminate the agreement regarding use of the fee-based service package; such termination must be made in text format and within the period applying to ordinary termination pursuant to point 7.

- 8.3 The possibility of amending the Special Terms and Conditions pursuant to the above provisions does not apply to amendments regarding content, scope of service, and price of the Package nor to the introduction of new user obligations hitherto not laid down in the present Special Terms and Conditions.

9. Choice of Law

The contractual relationship between Operator and User with regard to the Package and the present Special Terms and Conditions are also exclusively governed by the laws of the Federal Republic of Germany. Application of German International Private Law and of the UN Convention on Contracts for the International Sale of Goods is excluded.

11 February, 2008