

Special Business Terms of TAB-AUSTRIA Industrie- und Unterhaltungselektronik GmbH & Co KG, Haider Straße 40, A-4052 Ansfelden (for short: TAB) for online terminal management (for short: OTM)

1. Standard Business Terms

The “Standard Business Terms of TAB-AUSTRIA Industrie- und Unterhaltungselektronik GmbH & Co KG” shall apply unless modified or supplemented by these Terms. You will find the “Standard Business Terms” at www.tab.at. TAB shall not assume any liability for the accessibility of OTM servers, for which reason no claims may be derived from their temporary inaccessibility.

Any eventual damage compensation claims shall be governed by the provisions of the “Standard Business Terms of TAB-AUSTRIA Industrie- und Unterhaltungselektronik GmbH & Co KG”. Compensation for any eventual indirect defect damages shall be limited to direct damages up to one-half of the licence fees for OTMs billed within the previous 12 months and the client shall only be entitled to them if we or our vicarious agents have been guilty of extremely gross negligence or deliberate intent. There shall only be damage compensation claims in case of deliberate intent or extremely gross negligence and they shall be limited in their amount. TAB shall not assume any liability in regard to errors and erroneous data caused by circumstances under the client’s control (such as a defective client terminal).

This contract may be cancelled by either party as of the end of each month if advance notice of one week has been complied with.

In case of contract breaches, in particular untimely payment of licence fees for OTMs, for music titles or other services based thereon, TAB shall be entitled to block services, fully or partially, or to cancel the contract with immediate effect.

Should one or more of the provisions below be or become void or unenforceable then the validity of the remaining provisions shall not be impaired thereby. The void or unenforceable provision shall instead be replaced by a valid or enforceable one accomplishing as much as possible the commercial purpose pursued with the initial one.

2. Billing by email

Invoices for OTM services shall be sent to you by email at the email address given by you in connection with OTM registration. You hereby waive postal conveyance of the invoice. On the receiving end you must ensure that all electronic transmissions of the invoice by email can be properly delivered to you and that technical facilities such as filter programmes or firewalls are adjusted accordingly. Any eventual automatic electronic responses (e.g. notice of absence) cannot be taken into account by TAB and shall not be deemed to prevent valid receipt. TAB shall not be liable for damages resulting from any eventually enhanced risk to an electronic transmission of the invoice by email compared with conveyance by post. The client shall bear the enhanced risk of access by unauthorised third parties due to storage of the electronic invoice.

3. Music downloads

With delivery of music items you do not acquire the right to reproduce the music. You must acquire the rights to reproduction of music (downloading the music to another hard drive, backing up of

music (not acquired from TAB) on the hard drive (regardless of where it originated), reproduction of the musical hard drive content, etc.), from austro mechana and LSG. We therefore request that you in such cases contact austro mechana, Baumannstrasse 10, 1031 Vienna (tel: +43/(0)1/71787) and LSG, Schreyvogelgasse 2/5, 1010 Vienna (tel: +43/(0)1/53560350), the authorised provincial agency or the commercialisation companies authorised in your country.

The music may only be opened on a terminal manufactured by TAB. The same shall apply for any eventual music updates you may acquire from TAB. You merely acquire the right to open this music on a single terminal. The rights to open it on additional terminals must likewise be acquired from the companies identified above (or from TAB).

The music you have acquired serves solely for public performance and may neither be passed on nor sold by you to third parties. The rights to public performance of music (playing of music in restaurants, gaming casinos, etc.) must be acquired from the authorised commercialisation company (in Austria: AKM) in return for a licence fee.

TAB is entitled during all of the client's usual business hours to check on the legality of the music opened on one of its manufactured terminals.

4. Games from outside partners

In connection with game updates, TAB also supplied you with games developed by TAB's outside partners (so-called community games). Since the outside partners share in the recording results of their games by means of commissions, you will be billed for community games in connection with OTM billing in an amount of € 0.05 per credit played in commissions.

5. Online service

TAB shall not assume any liability for the accuracy or completeness of stored data. It must be explicitly pointed out that storage of the data on the online service does not release the client from keeping statutorily mandated records and does not replace the latter. Service and statistical data are in any case saved for six months. Tournament data are saved for at least six months after the end of the tournament. TAB reserves the right to delete older data. The client explicitly agrees that the personal data of the client and the players are not deleted unless this is expressly demanded; the client will inform the players of this in a corresponding form.

6. ChampionsNet™ Tournament

TAB shall not assume any liability for the accuracy or completeness of stored data. Statistical data serve solely for the client's information, service and statistical data are in any case saved for six months. Tournament data are saved for at least six months after the end of the tournament. TAB reserves the right to delete older data. The client explicitly agrees that the personal data of the client and the players are not deleted unless this is expressly demanded; the client will inform the players of this in a corresponding form.

The client is solely responsible for compliance with all national statutory regulations, in particular in regard to the drawing of prizes. TAB shall not assume any liability for compliance with statutory regulations with the use of the present services by the client.

Since TAB provides the tournament prizes and thereby incurs costs, you will be billed € 0.03 per tournament credit played as a share in costs in connection with OTM billing.

7. Advertising measures

TAB endeavours to increase your sales by means of advertising and motivational measures. You hereby consent to allowing TAB, to an appropriate extent, to produce credit vouchers for the free use of your TAB products and to distribute them to final customers. You will not prevent final customers from redeeming such credit vouchers on your TAB hardware but, if needed, provide support and instructions to the final customer with the redemption procedure.

8. Liability

TAB shall not assume liability for contents and programmes downloaded from the TAB server, in particular for music titles or presentations with racist, pornographic or insulting content or for advertising pages created by clients.

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