

GENERAL TERMS AND CONDITIONS *

OF FISHMEDIA WERBE- UND VERLAGSGESELLSCHAFT MBH FOR
SUBSCRIPTIONS OF ACROSS

1. Term of Contract:

The subscriber shall obtain ACROSS for an unlimited period of time. A time limitation shall be valid only if expressly agreed. In such a case, subscription shall terminate automatically at the end of the agreed subscription period. ACROSS will be published four times per calendar year.

2. Prices and Terms of Payment:

The subscription prices published by Fishmedia shall apply. These prices are stated in the Imprint of ACROSS and can also be found at www.across-magazine.com. Fishmedia shall be entitled to adjust the subscription prices. The subscription prices shall apply as from the date when they are published in the Imprint of ACROSS and at www.across-magazine.com. The price valid at the time of payment shall apply to subscription periods paid for in advance. The annual subscription fee is to be paid in advance for the entire calendar year. If subscription commences during the year, the subscription fee is calculated pro rata and is payable in advance.

If a direct debit authorization is granted by the subscriber, Fishmedia is revocably authorized to collect the fees by debiting the subscriber's account when payment is due. At the same time, the bank is authorized to honor debit entries, although the bank is not obligated to do so, in particular if the account does not have sufficient cover. The subscriber shall be entitled to have the money return-remitted to his/her account within 42 calendar days upon direct debit without having to state any reasons. Possible charges on return-remittances shall be borne by the causer.

3. Cancellation:

The customer shall be entitled to cancel the subscription at any time with six weeks notice, effective on the last day of the month at the end of the prepaid period (i.e. as a rule Dec. 31 of each year).

Cancellation must be effected in writing and either posted to Fishmedia Werbe- und Verlagsgesellschaft mbH, A-1010 Vienna, Rotenturmstraße 17/10-12, faxed to +43/1/533 32 60-15, or e-mailed to office@fishmedia.at.

4. Delivery / Interruption of Delivery:

Usually, the subscriber will receive ACROSS by postal delivery. If delivery is impossible for reasons outside the control of Fishmedia, e.g. as a result of a labor dispute (strike or lock-out), the subscriber shall not be entitled to claim for damages. In the event that Fishmedia is to be blamed for the interruption of delivery, the subscription fee shall be credited pro rata.

In the event of a temporary or permanent change in delivery address, Fishmedia must be informed thereof 20 workdays prior to such change is to become effective at the latest.

5. Default in Payment:

In the case of default in payment by the subscriber, Fishmedia shall be entitled to temporarily discontinue delivery. In case of default in payment, the subscriber shall undertake to pay interest in the amount provided for by law, but at least 8% p.a. Furthermore, the subscriber shall undertake to, in the event of default in payment, pay a flat-rate charge of EUR 10 to cover reminder costs.

6. Right of Withdrawal:

In the case that the subscriber is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG, Konsumentenschutzgesetz), he/she shall be entitled to withdraw from the contract within one week's time, unless he/she signed the contract at the premises of Fishmedia or at a booth used by Fishmedia at a trade fair or market. If the contract was concluded via distance selling, the right of withdrawal is governed by § 5 f of the Austrian Consumer Protection Act.

7. General Provisions / Place of Jurisdiction:

Fishmedia reserves the right to modify the General Terms and Conditions. Such modification shall become effective as soon as the subscriber has been notified thereof and he/she does not disagree with such modification in writing within a time period of 14 days.

The place of performance shall be Vienna. It is agreed that the place of jurisdiction shall be the court having subject matter jurisdiction for the company headquarters of Fishmedia. Subscription contracts are governed by Austrian law. If the subscriber is a consumer within the meaning of the Austrian Consumer Protection Act, this provision shall apply only if, at the time when the contract is signed, the herewith agreed place of performance or place of exclusive jurisdiction is the consumer's place of abode, habitual residence, or employment. The subscriber expressly agrees to Fishmedia processing his/her customer data by using a computer. The subscriber also expressly agrees to having his/her customer data used by Fishmedia or a company affiliated with Fishmedia (at present e.g. SMA Standort Marketing Agentur GmbH) for the purpose of mailing additional information, in particular advertising material. This approval can be revoked at any time.

* This is a translation of the original German version of our General Terms and Conditions for Subscriptions of Across. In the event of any discrepancies between the English and the German versions, the original German text shall prevail.