

DIMEST SERVICES

– GENERAL TERMS AND CONDITIONS –

Dimest reserves the right to change/update the policy agreement and the terms of the Dimest membership at any time. For your convenience, members will always be notified upon planned changes related to increased subscription prices or royalty percentages before they come into effect.

These General Terms and Conditions are applicable between Dimest AB and the customer (“Content Provider”) for the Content Provider’s use of the Dimest Services as defined below. These General Terms and Conditions, including its appendices, are herein after jointly referred to as “the Agreement”. In case of discrepancies between these General Terms and Conditions and its appendices, the documents shall be applicable between Dimest and the Content Provider in the following order: (1) General Terms and Conditions, (2) Appendix 1 (*Privacy Policy*) and (3) Appendix 2 (*End User Agreement*).

The Dimest Services are available for adults aged 18 years and older. If you are under the age of 18, these General Terms and Conditions must be accepted by a legal guardian.

CAREFULLY READ THE TERMS AND CONDITIONS STIPULATED HEREIN BEFORE YOU CHECK IN THE “ACCEPT” BOX ON THE SIGN-UP PAGE. BY ACCEPTING, YOU ARE BOUND BY THESE TERMS AND CONDITIONS. PLEASE NOTE THAT BY ACCEPTING THESE GENERAL TERMS AND CONDITIONS, YOU ARE AUTOMATICALLY BOUND BY THE END USER AGREEMENT AS APPLICABLE FROM TIME TO TIME.

1. Definitions

Content Digital file(s) provided by the Content Provider for the purpose of marketing and/or selling digital Products in a Store.

Background

The Dimest services enable anyone to open an e-commerce store, where digital products may be marketed and sold. Products may include, but is not limited to music, ring tones, documents, sheet music, lyrics, e-books, audio books and software. The products sold are provided by and owned by the store holder (the Content Provider). The Content Provider is responsible for all products sold on the store, and is solely responsible for the sales of the products. The products may be purchased and downloaded by any third party who has entered into the End User Agreement, and created a Dimest user account. Please see the Dimest website (www.dimest.com/Use of Services) for further information.

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Dimest Dimest AB, a limited liability corporation registered under Swedish law, with corporate identification number 556739-8291.

Dimest Website www.dimest.com

Dimest Services The services provided by Dimest according to this Agreement, including i) Store Application Tool, ii) Store Administration, iii) Internet Payment Solution and iv) Storage

Internet Payment Solution Payment solution developed for the Internet; part of the Dimest Services

Product A single digital file provided by the Content

Provider, and marketed and/or sold on the Store.
The combined Products uploaded and provided by the Content Provider constitute the Content.
Store Administration Back-end administration of Stores provided by Dimest; part of the Dimest Services
Store Store(-s) administered by the Content Provider by means of using the Dimest Services for storing, marketing, selling, collecting payment and administering the Content.
Store Application Tool Store application tool developed, marketed and sold by Dimest; part of the Dimest Services
Seller Account The Content Provider's user account, which is set up by the Content Provider for the use of Dimest Services. It can be either a DimestBasicAccount or a DimestProAccount.
Storage File storage on servers controlled by Dimest; part of Dimest Services

2. License

Dimest hereby grants, and the Content Provider accept, a non-exclusive, nontransferable license ("the License") to use the Store Application Tool and, if applicable, any associated software pertaining to the Dimest Services ("Associated Software") subject to the terms and conditions contained in this Agreement.

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Upon accepting this License, the Content Provider accepts not to lease rent, loan, redistribute, sub-lease, sub-license, copy, disassemble, decompile, reverse engineer or modify the Store Application Tool or the Associated Software, or to create derivative works from said software.

3. The Dimest Services

The Dimest Services include:

- Store Application Tool for setting up, managing, editing and publishing the Content Provider's own digital Store, and for uploading Content to Dimest's servers

- Server space to store uploaded Content on Dimest's servers ("Storage")

- Secure payment solution by credit card or PayPal and/or any other secure payment solution Dimest may choose from time to time for this purpose

- Seller Account for managing the Content Provider's personal information

- Possibility to download sales statistics from the Content Provider's Seller Account

The Store Application Tool and Associated Software may be subject to updates without further notice. Information on material updates will be made available on the Dimest Website.

The products and services provided as part of the Dimest Services may be subject to changes or adjustments. Notice of such material changes or updates will be given on the Dimest Website 21 days before they take effect. The Content Provider may terminate this Agreement in accordance with article 20 below, upon notice of such changes or adjustments.

Dimest reserves the right to take measures which may affect the performance of the Dimest Services if necessary due to technical, maintenance, operational or security reasons, or because of law, decisions by a governmental or other authority. If possible, Dimest will give notice of such measures on its website no less than five (5) days beforehand.

4. Code of Conduct

The Content Provider is solely responsible for ensuring

i) that any use of the Dimest Services, or the Content provided for the purpose of using the Dimest Services, is lawful and/or is not used for soliciting any illegal activity; *and*

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ii) that the Content does not include any material which, in Dimest sole discretion, may be deemed pornographic, or is deemed to be created and/or published with pornographic intent or is otherwise deemed to be offensive, including but not limited to racist material; *and*

iii) that the Content does not contain any viruses, worms, trojans or any other harmful software; *and*

iv) that the Content Provider will not intentionally interfere with, or disrupt the Dimest Services, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Dimest Website or any system or network connected to the Dimest Website.

Dimest has the right to take immediate action, including but not limited to inactivating the Store, in order to prevent the distribution of any Content, without any right to compensation for the Content Provider or any third party, if Dimest reasonably can assume that the Content or the Content Provider's use of the Dimest Services is illegal, or if Dimest, in its sole discretion, find the Content or the use of Dimest Services to be in violation of the terms and conditions stated under this article 4.

Dimest reserves the right to terminate the Agreement if the Content Provider is in breach of the terms stated herein. Upon such termination, article 21 of these General Terms and Conditions is applicable.

Dimest reserves the right to retain, in escrow, the revenues from all sales pertaining to Products and/or Content which, to the best of Dimest's knowledge, are violation of the terms and conditions stated under this article 4.

5. Rights to Content

Content Provider is solely responsible for any Content uploaded or otherwise provided for the purpose of using the Dimest Services. The Content Provider is further solely responsible for that such Content will not infringe or violate any third party's rights, including but not limited to intellectual property rights, such as for example copyrights or trademark rights.

No intellectual property rights or any other rights are granted or transferred to Dimest by the Content Provider when using the Dimest Services or by providing Content pursuant to the Agreement, unless otherwise specifically stated in the Agreement.

Dimest does not in any manner interfere in the resolve of disputes or conflicts involving the Content Provider and any third party relating to claims of infringement of intellectual property, including but not limited to copyright disputes or trademark disputes, unless Dimest is ordered to act in accordance with a decision by a competent court of law that has acquired legal force.

6. Content Provider's Obligations

The Content Provider acknowledges that the use of the Dimest Services may be subject to certain local, state, national and/or international laws, including but not limited to tax laws, copyright laws and personal data laws. The Content Provider is solely responsible for complying with such applicable laws.

The Content Provider is solely responsible for ensuring that any applicable tax, including but not limited to value added tax and income tax, pertaining to any payment

received by the Content Provider due to the use of the Dimest Services is duly declared and/or paid.

The Content Provider is solely responsible for any payment, royalties, damages or any other compensation due to a third party in relation to the Content or the use of the Dimest Services.

The Content Provider is solely responsible for the functionality of Content sold to End User. Dimest does not in any manner interfere in the resolve of disputes or conflicts involving the Content Provider and End User due to the Content, including but not limited to the functionality thereof, unless Dimest is ordered to act in accordance with a decision by a competent court of law that has acquired legal force.

In the event Dimest, for any reason, does not receive End User's payment for the Content sold through the Internet Payment Solution, Dimest may withhold the Content Provider's revenue for Content sold until the funds are received by Dimest.

7. Dimest's Rights

All of the copyright, trade marks, trade names and other intellectual property rights in and to the Dimest Website (www.dimest.com) and the Dimest Services, including but not limited to the Store Application Tool and Associated Software, are and shall remain the property of Dimest.

8. Dimest's Obligations

Dimest will process all personal information which is gathered for the purpose of providing the Content Provider with the Dimest Services subject to the terms and conditions of this Agreement in accordance with the Swedish Personal Data Act (1998:204).

The Content Provider hereby accepts that the URL (Uniform Resource Locator) to the Store may, upon request, be given by Dimest to a credit card company, or their representatives, for the purpose of rendering it possible to use the Internet Payment Solution.

9. Security

All personal information gathered by Dimest for the purpose of providing the Dimest Services, and the relevant web pages in the Store are protected by Secure Sockets Layer (SSL).

Dimest will use all reasonable measures to secure Dimest's servers, and the personal information and Content stored within.

The Content Provider acknowledges that Internet transactions or transmissions are never completely private or secure.

10. Technical Specification

The use of Dimest Services requires Internet access and certain hardware and/or software, as specified on the Dimest Website from time to time. It is the Content Provider's sole responsibility to ensure that the Content Provider meets the necessary requirements as stipulated by Dimest from time to time on the Dimest Website.

11. Seller Account

The Content Provider is solely responsible for protecting and maintaining the confidentiality of the Seller Account information, including username and password, and for any activity that occurs within the Seller Account.

Information regarding the Seller Account and transactions related to sales generated on the Store is saved on Dimest's servers, and may be accessed by Dimest.

Transaction information and statistics regarding sales generated on the Store can be

accessed by the Content Provider on the Seller Account.

Dimest reserves the right to compile information of all transactions on the Content Provider's Store into reports containing information on artist, name of Content, price and country and/or zip code where sales are made, and to send such reports to third parties with whom Dimest have a contractual obligation to send such reports. The information contained in the reports cannot be used to identify Content Provider or End User.

12. Type of Seller Account

Dimest offers different types of Seller Accounts for instance (i) DimestDirectBasic ("Basic), and (ii) DimestDirectPro ("Pro).

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Content Provider has the right to, at any time, change the type of the Seller Account by opting into the appropriate box in the Seller Account, provided the Seller Account type requirements are met as describer below under article 13. Dimest may also at any time create and market other account types at discount prices or with free trial periods attached to both new members or selections of the old members base. These changes will in no account constitute any compensation to members who have signed up for other "full prices" or "discounted" subscriptions. Final account type names (Basic/Pro etc) may be altered for the final release of Dimest.

13. Price and Payment for the Dimest Services

DimestDirectBasic (Basic) Seller Account

No monthly fee is charged for the Content Providers use of the Dimest Service using a Basic Seller Account free trial for the complete time period of the trial. Dimest retains a commission of 0-10 % from all sales made due to activities on the Basic Seller Account. For pure music products the current commission on sales is now 0%. For other products it is 10% plus transaction costs for credit card handling.

The maximum Storage allowed is 75MB. The Content Provider must accept banners in the Store.

DimestDirectPro (Pro) Seller Account

A monthly fee is charged, to be paid in advance by the Content Provider for an optional period of 3 months, 6 months or 12 months. Dimest retains a commission of 0-10 % from all sales made due to activities on the Pro Seller Account.

The maximum Storage allowed is 1GB. Extra storage can be purchased at the price applicable from time to time.

The price of the monthly fee applicable from time to time is stated on the Dimest Website, and when the Content Provider is opting type of Seller Account.

14. Change of Type of Seller Account

In the event Content Provider changes from a Pro Seller Account to a Basic Seller Account, no pre-paid monthly fee will be refunded by Dimest. All Content exceeding 75MB must be removed prior to changing of account type.

In the event Content Provider does not pay the applicable advance monthly fee before a Pro Seller Account expires, the following will apply:

- i. if content does not exceed 75MB, Pro Seller Account will be automatically and immediately downgraded to Basic Seller Account
- ii. if content exceeds 75MB, Pro Seller Account will be inactivated. In such event, Content provider can reactivate Pro Seller Account by either a) paying the monthly fee or b) removing Content exceeding 75MB which in turn will lead to downgrading to Basic Seller Account as stipulated in i) above.

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In the event Content Provider changes from a Basic Seller Account to a Pro Seller Account, the applicable advance monthly fee must be paid in conjunction with the change.

The commission will be charged by Dimest as per the terms and conditions at the time of sale for each Product (i.e. commission of sales made up to and including the time of change of type of Seller Account will be charged as per the prior type of Seller Account, and commission on sales made thereafter will be charged as of the subsequent type of Seller Account).

15. Price and Payment for the Content

The Content Provider is solely responsible for setting all prices on Products and/or Content marketed on the Store. Said price must always be inclusive of VAT or other relevant taxes.

The price for each Product may never fall short of the minimum price stipulated by Dimest from time to time, as stated on the Dimest Website.

The chosen currency is the currency in which all sales will be made and in which Dimest will transfer the payments to the Content Provider. Available currencies are Swedish kronor (SEK), Euros (EUR) and US dollars (USD).

16. Content Provider's Revenue

Dimest shall, to the PayPal account (or the equivalent) stated by the Content Provider, transfer the sales amount deducted by i) Dimest's commission and ii) PayPal transfer

fee as stipulated by Pay Pal from time to time.

Revenue is made available to Content Provider no later than 60 days from transaction date of sales. Available revenue must be released by Content Provider prior to transfer. Transfer to Content Provider is made on the 15th of the month following release of revenue by Content Provider.

Upon transfer of the revenue, a sales statement will be sent by Dimest to the e-mail address specified in the Seller Account, specifying the gross revenue from sales and amounts deducted as specified herein. Please see www.dimest.com for an example of the sales statement.

17. Warranty

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Any express warranties in this Agreement are in lieu of all other warranties, representations and guarantees of any kind by Dimest. Except as expressly set forth in this Agreement, all products, services and other materials (if any) are furnished by Dimest and accepted by the Content Provider “as is” and “as available”. All other warranties, whether statutory, express or implied, are specifically excluded and disclaimed by Dimest, including but not limited to, any warranties of accuracy, noninfringement, merchantability and fitness for a particular purpose. Dimest does not warrant that the Store Application Tool and Associated Software, the Dimest Services or any other product or service provided hereunder will meet the Content Provider’s requirements or that the Content Provider’s access or use will be uninterrupted, error free, completely secure or free of viruses, contamination or other harmful software. This article will survive the termination of this Agreement.

18. Limitation of liability

Dimest does not assume any liability for how the Content Provider uses the Dimest Services, nor any liability for delay in operations or transmissions, computer virus, communication line failure or deletion or loss of data unless it is due to negligent or intentional acts or omissions by Dimest.

Dimest disclaims any liability towards the Content Provider for the acts, omissions and conduct of any third parties in connection with or related to the Content Provider’s use of the Dimest Services, including but not limited to unauthorized access to, or alteration of, the Dimest servers.

To the extent permitted by law, in no event will Dimest be liable to Content Provider or any other person, for direct or indirect damages, including but not limited to loss of data, lost profits or punitive damages arising out of or relating to this Agreement, or otherwise in connection with or related to the Content Provider’s use of the Dimest Services.

Notwithstanding any other provision of this Agreement, Dimest’s liability per incident upon any claims arising out of or relating to this Agreement, or relating to the Dimest Services, will in any event be limited to the extent permitted by law and to the direct damages actually incurred by the Content Provider, however in no event more than the commission received by Dimest (excl of VAT), for the Content causing the damage, for a period of 12 months prior to the event causing the damage.

The amount stipulated in article 18, paragraph 4, is not applicable if the Content Provider is to be considered a consumer pursuant to the Distance Selling and Door-to-Door Selling Act (2005:59). Dimest bears no responsibility for functionality and appearance of the Dimest embed code, API:s and widgets on 3rd party blogs, social media or web sites like Facebook etc. Nor does Dimest take any responsibility for actions taken by our members on 3rd party web sites or the products (including all communication) they sell or market there. This article will survive the termination of this Agreement.

19. Indemnity

The Content Provider agrees, to the extent permitted by law, to indemnify and hold Dimest harmless, and defend Dimest at the Content Provider's expense from and against any and all claims from a third party due to the Content Provider's use of the Dimest Services and this Agreement, including but not limited to claims of infringement of copyright, trademarks, trade names, or any other intellectual property rights arising from or in connection with the Content Provider's use of the Dimest Services and/or the Content.

This article will survive the termination of this Agreement.

20. Term and termination

This Agreement is effective until

- i) Content Provider terminates the agreement by removing all Content from Storage and closing the Seller Account *or*
- ii) In the event of a Basic Seller Account, Dimest terminates the agreement by giving not less than 1 month written notice by e-mail; *or*
- iii) In the event of a Pro Seller Account, Dimest terminates the agreement upon expiry of the current pre-paid term by giving notice not less than 1 month before such time.

Either party is entitled to terminate the Agreement with immediate effect if the other party suspends payments, has commenced composition proceedings, has been placed into liquidation, placed into bankruptcy or is otherwise insolvent.

Where Content Provider has committed a material breach of this Agreement, including but not limited to failure to pay the advance monthly fee (in the event of a Pro Seller Account), and has not rectified such breach within 21 days following a written request from Dimest, Dimest has the right to immediately terminate this Agreement. The parties acknowledge that circumstances which in Dimest sole discretion constitute a breach of the code of conduct (article 4 above) shall always be deemed to constitute a material breach of this Agreement, whether Dimest has taken any actions as stated therein or not.

Dimest is not liable to the Content Provider or to any third Party for any damages caused by Dimest's termination of this Agreement due to a material breach of this Agreement.

In the event the terms and conditions of this Agreement is amended by Dimest, as stipulated in article 22 below, the Content Provider may terminate this Agreement with immediate effect provided such termination is made prior to the amended Agreement taking effect.

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Any advance fees paid will not be reimbursed upon termination, regardless of reason for termination.

21. Consequences of Termination

Upon termination of this Agreement by either party, regardless of reason, Dimest will remove all Content provided by the Content Provider. In the event Content provided pursuant to this Agreement has been purchased by an End User prior to termination but not yet downloaded, Dimest will remove such Content when End User has downloaded that Content.

22. Adjustments of the Agreement

Dimest has the right to alter and/or adjust the terms and conditions stipulated in this

Agreement with a notice, to be given on the Dimest Website. Dimest may also alter and/or adjust the terms and conditions of this Agreement without further notice if necessary due to reasons beyond Dimest's control, such as for technical reasons, or changes in law or decision by a governmental authority. Members will always be notified upon planned changes related to increased subscription prices or royalty percentages before they come into effect.

23. Assignment of the Agreement

The Content provider may not wholly or partly assign or pledge its rights and/or obligations under this Agreement to any third party without the prior written approval of Dimest.

24. Headings

The division of this contract into separate articles and the insertion of headings shall not affect the interpretation of this Agreement.

25. Waiver

No consent or waiver, express or implied, by either party of any breach or default of the other party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other party of the same or any other obligation hereunder. Any failure by one party to complain of any act or failure to act of the other party or to declare that other party in default shall not constitute a waiver by the first party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by 12(12) the party purporting to give the same.

26. Entire agreement

The Agreement constitutes the entire agreement between the parties on all issues to which the Agreement relates. The contents of the Agreement and its appendices supersede all previous written or oral commitments and undertakings.

27. Severability

If any provision of this Agreement or part thereof is held invalid, this shall not affect the remaining provisions of the agreement, unless the obligations of a party hereto without the invalid part of the agreement are or will become unreasonably onerous.

28. Governing Law and disputes

This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by a Swedish general court of law, and the district court of Stockholm as the first instance.

2011-12-01