

## **General Terms and Conditions**

### **blackbee service, as at 03.03.2014**

of Webdata Solutions GmbH (hereinafter „Webdata“), Jacobstr. 5, 04105 Leipzig.

These General Terms & Conditions are a translation from the German original. Only the original has legal validity.

#### **§ 1 General / subject matter of contract**

The following contractual terms shall apply to contracts made with Webdata relating to the use of the blackbee service.

Webdata crawls information about products on websites selected by the Customer and agreed with Webdata, and makes this information available in an online application (blackbee monitor) or as a data service. blackbee monitor is available with a supplementary option (blackbee pilot) which computes on behalf of the Customer new price recommendations for rule-based price optimisation from the information crawled.

#### **§ 2 Contract performance**

Upon conclusion of the contract the Customer enters his own product information, such as article numbers, article designations, brand/manufacturer, EAN or GTIN (where available), and his own prices for the products to be monitored into a template provided by Webdata. Depending on the sector involved, details of other attributes (e.g. colour of product or size of packaging) will be required for research purposes. Furthermore, the contracting parties shall agree on which sources to crawl and how frequently the products are to be crawled.

Information on the purchase price and/or on the defined minimum price of products, stocks, RRP (gross) and own shipping costs of the products to be monitored is additionally required for the supplementary service blackbee pilot.

Webdata shall set up the application as specified above and crawl the data at agreed, regular intervals. The offers found will be subsequently assigned to the products to be monitored using automatic algorithms.

Webdata reserves the right to check the results of matching on a random basis. In addition to the aforementioned product details, a URL link to the Customer's product webpage is required for this purpose. The number of products and the monthly costs are dependent on the scope of the package of services as well as the following factors:

- Number of products to be monitored
- Number of websites to be queried
- Frequency of querying

### **§ 3 Terms of payment**

The monthly usage fee shall be contractually agreed and is dependent on the factors set out in § 3 para. 5. This fee shall usually be payable monthly at the start of each month. The invoice shall be valid without a signature.

If payment is not made within 14 days of receipt of the invoice, the Customer will be in default and Webdata shall be authorised to withhold performance. The validity of other claims on the part of the Customer shall be unaffected.

### **§ 4 Changing parameters**

The Customer can change the following parameters of his/her contract:

- The querying intervals can be changed (e.g. from weekly to daily), effective at the start of the next month
- The number of products to be queried can be changed, effective at the start of the next month. The number of products to be queried cannot be reduced until the first six months have expired.
- A new source can be added, effective at the start of the next month. A source cannot be deleted until the first six months have expired (depending on source).
- The product assortment can be changed as per the terms of the service package.

Changing the parameters of the contract can affect the monthly cost.

### **§ 5 Contract duration / termination**

The contract shall, unless agreed otherwise, be concluded for an indefinite period and cannot be terminated ordinarily during the first six months due to the set-up costs incurred by Webdata. Thereafter, the contract may be terminated by either party with a notice of termination period of one month as of the end of a month. The right of extraordinary termination with immediate effect pursuant to § 314 BGB (German Civil Code) shall remain unaffected. Any notice of termination shall be made to the contracting party in writing, by fax or by e-mail.

### **§ 6 Use of data**

The Customer shall undertake to only use the data crawled by Webdata and provided to the Customer to the extent permitted by the law. The Customer shall be solely liable for any breaches of law related to the use of such data.

Notwithstanding the provisions of para. 1, the supplied data is intended for internal use only (e.g. for the analysis of competitors). The supplied data may under no circumstances be published, sold, transferred or made available to third parties without the express written consent of Webdata.

In the event that the Customer violates the rights of any third party through the use of its data and said third party brings claims against Webdata in this regard, e.g. on grounds of aiding and abetting, the

Customer shall indemnify Webdata against any liability. The registration details provided under the terms of the contract shall be treated as confidential by the user and not disclosed to third parties.

### **§ 7 Data protection**

Webdata will use the product data provided by the Customer only to the extent permitted by the law. The data will be hosted in Germany in accordance with ISO 27001, which guarantees the availability, confidentiality, integrity and authenticity of the data and systems. It should nonetheless be noted that, given the current state of the art, absolute protection against hackers cannot be guaranteed.

### **§ 8 Service hours / service level**

If the chosen service package provides for the utilisation of support by Webdata, a response to an inquiry by e-mail will normally be given within two working days (from receipt). Hotline support (if included in the service package) is available from Monday to Friday from 8 a.m. to 6 p.m. (UTC + 1).

In the event of a delay in delivery of data, Webdata reserves the right to a service level of 24 h (Monday – Friday). This excepts errors which are beyond the control of Webdata, such as reconfiguration or maintenance of the queried website. In the event of changes in the format of this/these website(s), adjustments will be made as quickly as possible and, where possible, within two days.

Furthermore, Webdata points out that 100% availability of the online application cannot be guaranteed technically at all times. Webdata will, where possible, aim to give 99% availability. Regular maintenance and security work shall be announced in advance and in good time.

### **§ 9 Responsibility / liability of Webdata**

Claims for damages against Webdata, irrespective of legal grounds, are excluded

This does not apply if an essential contractual obligation (cardinal obligation) has been infringed, or if we or one of our legal representatives or vicarious agents are/is guilty of intent or gross negligence. The liability disclaimer provision also shall not apply in the event of culpable injury to life, physical injury or damage to health, nor in the case of assumption of a guarantee or assurance of characteristic features if the object of the guarantee or the assurance itself activates the liability. In the event of liability due to the infringement of cardinal obligations, damages shall not be excluded (see above, para. 2), but shall be limited to typical foreseeable contractual damage.

The limitation of liability also shall not apply to claims arising from product liability law. A guarantee or assurance in the sense of increased liability or assumption of a special obligation to meet claims is deemed to have been given only if the terms "guarantee" or "assurance" are expressly mentioned.

Webdata shall have the legal admissibility of its services checked and confirmed by an independent expert. However, Webdata points out that the service in question is a new technology which has not yet been the subject of supreme jurisdiction. The Customer acknowledges the fact that while Webdata assumes the legality of its service, it cannot guarantee this will be the case should the service nevertheless be declared unlawful. In this event the Customer shall not be entitled to bring claims for damages against Webdata.

The product information crawled on the websites is assigned on the basis of an automatic matching process. It is recommended that the price found be checked via the supplied link to the offer. Webdata accepts no warranty/liability for the completeness and correctness of the available and supplied data. This information is always dependent on the up-to-dateness and correctness of the data provided on the queried website. The provision of complete production information as agreed with Webdata is a

prerequisite for reliable matching results. Furthermore, the Customer is requested to report any assignment errors to Webdata.

The responsibility for settings as well as further use of price recommendations from blackbee pilot rests with the Customer alone. Webdata cannot be held responsible for incorrect price calculations and any erroneous prices in the Customer's webshop as a result of this. The onus is on the Customer to check prices before and after they are exported from the online application.

### **§ 10 Offset, reduction or withholding of payment**

The purchaser is entitled to offset, withhold or reduce payment only if his counter-claims have been established as legally valid or are undisputed.

### **§ 11 Final provisions**

Should any of the provisions in these General terms and Conditions be invalid, the validity of the remaining provisions shall be unaffected.

Even if foreign countries are involved, this contract is subject to German law, excluding international civil law and the UN Convention on Contracts for the International Sale of Goods.

If the Customer is a business person, a legal person under public law or a public company (§ 38 of the German Code of Civil Procedure (ZPO)), Leipzig shall be the exclusive place of jurisdiction.