

§ 1. Scope

- 1.1 The General Terms and Conditions (GTC) govern the relationship and contractual relationships between Axonic Informationssysteme GmbH, Kaiserstraße 241, 76133 Karlsruhe, (hereinafter „Axonic“) as operator of the benefits of the recommendation service Likomi (eg: www.likomi.de) and the customers of the partner companies that offer services via Likomi.
- 1.2 Likomi is an online referral marketing platform for companies (hereinafter partner companies) and their consumers (hereinafter customer). Partner companies offer via the online Likomi platform Promotions (Likomi promotion), donations (Likomi donation) or the possibility to subscribe to a newsletter. In the following, they will be referred to as Likomi promotions.
- 1.3 The customer can use the provided Likomi web application automatically as part of a Likomi promotion to post on the social network Facebook (www.facebook.com), in short: „Check-In“, „Like“ or „Facebook post“ generation for or about the partner company.
- 1.4 The use of the services of Likomi is made exclusively on the basis of the provisions hereinafter. This applies also for the use in a place that is outside the territory of the Federal Republic of Germany.
- 1.5 In addition to the Likomi end-user terms and conditions, the terms and conditions of Facebook for the use of Facebook applications also apply.

§ 2. Contractual Agreement

- 2.1 The use of Likomi is free for customers.
- 2.2 The use of Likomi begins with registration through Facebook to the Likomi site.
- 2.3 For all contracts between Axonic and customers of offers on Likomi, only these terms and conditions apply.
- 2.4 Retrieved actions of partner companies are valid only on the content mentioned in the action.
- 2.5 A Check-In/Facebook-Post/Like is listed shortly after the release on the Facebook-Wall/Timeline by the customer, in the Likomi admin area of the partner company anonymously - regardless of which customer posted it, the composition and nature of the Circle of Friends of the customer, how long the post remains on the Wall of the customer or if it is changed, added to or deleted.
- 2.6 As a „check-in“ counts each successful redemption of a coupon by the customer from the partner company with accompanying posting of the location via the „Facebook Places / Places“ on the social network Facebook, or on the Timeline/Wall of the customer. As a „Facebook Post“ counts each successful claim of a coupon by the customer from the partner company with accompanying post of the Facebook page of the partner company on the social network Facebook, on the Timeline/Wall of the customer. The publication of the coupon redemption and/or location on the social network Facebook of the customer by the Likomi web application, the desired post/like/check-in is automatically created by the Likomi software. The completion of one possibly necessary personal commentary happens on a voluntary, spontaneous basis by the customer. Axonic assumes no liability for the personal comments of end users. As a „Like“ counts each successful request of a coupon by the customer from the partner company with accompanying like/Become a fan of the Facebook page of the partner company on the social network Facebook. As a „subscription to a newsletter“ counts every successful subscription through a so-called „double Opt-In“ method by the customer.
- 2.7 The customer may only consume an offer if such use does not violate any applicable laws, in particular child protection laws. Responsibility for the provision and content of offers are solely those of the partner companies.
- 2.8 Axonic reserves the right to temporarily restrict Likomi service due to maintenance and further development.
- 2.9 The customer agrees to the lawful use of the offers by Likomi. The manner and the purpose of the use of Likomi shall not violate these Terms and Conditions, applicable German law or violate the rights of third parties.
- 2.10 If the customer allows third parties to access their Facebook account with Likomi, it's the customer's responsibility and duty to take adequate security measures to ensure that the terms of use for Likomi are being followed. It is also the individual customers full responsibility to safeguard their own Facebook and Likomi access data. Likomi will not assume any responsibility for unauthorised access by third parties through customer negligence.
- 2.11 The customer is not entitled to a permanent use of Likomi services. Axonic is entitled to discontinue service at any time.
- 2.12 The one-time consent of the end user to use his Facebook data applies

to all of the following Likomi promotions, even if redeemed with other partner companies.

§ 3. Duties of Axonic

- 3.1 Axonic explicitly points out that in the context of redemption of a Likomi promotion, a Likomi donation or a subscription to a newsletter by a customer and the possibly related sales campaign of other goods or services (or similar) that contractual relationships arise exclusively between the partner company and the customer. Axonic has no contractual obligations to these relationships nor is Axonic a party to these contracts. The same also applies in relation to the respective social network on which the Likomi offer is advertised.

§ 4. Duration of Likomi Promotions

- 4.1 The duration of a Likomi promotion is time limited and is determined by the individual partner company for each offer. After expiration of a promotion, no further redemption is possible.

§ 5. Use of Customer Data

- 5.1 Axonic collects, stores the incoming anonymized customer Facebook data solely for the purpose of a Likomi promotion and anonymous evaluation of Likomi campaigns.
- 5.2 Personal data will be anonymized and saved by the statistics software „Piwik“. Piwik uses „cookies“, which are text files placed on the computer to help the analysis of Likomi. The information generated by the cookie will be stored on a server of Axonic. The installation of the cookie can be prevented by the corresponding settings within the used web browser.
- 5.3 Axonic doesn't transmitted any personal customer data to the partner companies.
- 5.4 Axonic will not bother the customer with unnecessary spam and will never pass the data to a partner company, or anyone else. Axonic reserves the right to contact customers by e-mail or Facebook.
- 5.5 In certain cases, the transfer of end-user data, are confirmed by the end-user as part of a Likomi promotion. Data transmitted to partner companies end customer data are used only in the context of the associated Likomi promotion. Any use of the end-user data for any purpose after completion of the promotion is prohibited for the partner company.

§ 6. Liability

- 6.1 If the customer is found in breach of these Terms of Use, Axonic remains free from all damages arising therefrom, including the cost of legal counsel in the amount of the fees incurred by law.

§ 7. Warranty / Liability

- 7.1 Axonic assumes no liability for the transaction when redeeming a promotion from the partner company.
- 7.2 Axonic is not liable for any compensation due to failures of the server or errors in mobile devices and apps.
- 7.3 Axonic assumes no liability for the Likomi promotions that were created by partner companies in or through Likomi.
- 7.4 The end-users free Axonic from any liability and claims for damages caused by any failure of the coupons.
- 7.5 Axonic shall not be liable for third party or indirect damages.
- 7.6 Axonic assumes no liability for damages resulting from negligent behaviour.
- 7.7 The limitations of liability shall apply mutatis mutandis to the employees and officers of Axonic.

§ 8. Severability Clause

- 8.1 If any present or future provision of the contract for reasons other than §§ 305-310 BGB are found wholly or partially invalid / void or unenforceable, shall not affect the validity of the remaining provisions, unless the contract execution causes undue hardship to the contracting party. The same applies if there is a needed supplemental change after completion of the contract. The respective legal regulations take the place of the invalid / void or unfeasible regulations.

§ 9. Final Provisions

- 9.1 Any ineffectiveness of individual provisions of these General Terms and

Conditions (Terms and Conditions) shall not affect the validity of the remaining provisions.

- 9.2 Axonic reserves the right of future changes to these Terms and Conditions and will inform the end customer with a lead time of at least 14 days by e-mail and inform the end user of how to get additional information about the planned changes.
- 9.3 Axonic reserves in accordance with the following provisions the right to change the terms of use and benefits, provided that these changes, while taking into account the interests of Axonic, are reasonable; and particularly in this case, that the changes do not create a disadvantage.
- 9.4 Consent to changes shall be deemed granted if the customer has not objected within one month of notification.
- 9.5 The law of the Federal Republic of Germany and the jurisdiction of Karlsruhe is the place for all disputes.

§ 10. Contact Information

AXONIC[®]

Likomi is a service of Axonic Informationssysteme GmbH,
Kaiserstraße 241, 76133 Karlsruhe, Germany.