

§ 1 Scope

- 1.1 These General Terms and Conditions (GTC) govern the relationship and contractual relationships between the Axonic, Kaiser Straße 241, 76133 Karlsruhe, (hereinafter „Axonic“) as operator of the recommendation service Likomi (eg: www.likomi.de) (hereinafter „Likomi“) and the contracting entities (including business, advertising, marketing, internet, e-commerce, social media agencies or webshop / website operators) (hereinafter „partners“). The services offered by Likomi under www.likomi.de or by special arrangement, are available for both partners as well as for its customers in some cases (hereinafter „Agency Client“). Axonic offers its services exclusively undertaking within the meaning of § 14 BGB and legal persons under public law or public law special fund.
- 1.2 The partners / agency clients use Likomi services for Marketing and sales materials which are a) positioned in the sales area/handed out/sent to their customers (hereinafter „end users“) and/or b) have a Web-Snippet/Popup/Overlay (hereinafter „snippet“) to receive a discount or reward (the „Likomi Coupon“ or „Likomi Promotion“) or c) subscribe to a newsletter of the partner / agency. The partners / agency clients can dispense with the delivery of rebates or rewards to their customers, in the form of money, property, service. A donation to a charitable organization can also be set up (hereinafter „Likomi donation“) by the cooperation partner. The coupons or deals will be called below „Likomi Promotions“ or „Promotions“. The customer is automatically switched to the provided Likomi web application and a Like / Post / Check-In is posted on the social network Facebook (www.facebook.com).
- 1.3 End users are the ones who actively use Likomi services, coupons or promotions. Axonic's terms and conditions for end users apply to both partners, as well as for agency clients and are available at www.likomi.de.
- 1.4 A Snippet is a source code that is built with just a few lines of code on the website of the cooperation partner / agency client and is therefore visible to end user on the website.
- 1.5 The partners have to take care that their agency clients adhere to the following rules. The use of the Likomi services is made exclusively on the basis of the following provisions. This also applies when used by a place that is outside the territory of the Federal Republic of Germany.

§ 2 Contract

- 2.1 The contract for the use of Likomi is concluded with the signing of the cooperation agreement.
- 2.2 These conditions apply exclusively to all contracts between Axonic and partners that use the software Likomi. Terms of the partners or other contractual agreements become effective only with the prior written consent of Axonic.
- 2.3 After signing in and the signing of the cooperation agreement, the partners receive access to the Likomi admin area, where the promotions can be managed.
- 2.4 The Partner / agency customer has the ability to change and customize the amount of the reward for their end users or the amount and form of its donations in the Likomi admin area at any time.
- 2.5 As a „Facebook Check-in“ counts each successful redemption of a voucher by the end user from the partner / agency client, accompanied by accepting posting of location using the „Facebook Places/Places“ in the social network Facebook on the end user's „wall“. As a „Facebook Post“ counts as a successful request for a coupon by the end user of the partner / agency client, accompanied by the acceptance of a timeline post, which also includes the posting of the company name on the timeline of the end user's Facebook social network account. The publication of the coupon redemption and location within the Facebook social network by the end user of the Likomi Web Application is mandatory; and is promoted by the Likomi Software. There is also the possibility that a voluntary personal commentary can be added by the end user. As a „subscription to a newsletter“ counts every successful subscription through a so-called „double Opt-In“ method by the customer.
- 2.6 Axonic is not liable for any negative posts that are published by the end user via partner / agency client customers.
- 2.7 A check-in is performed shortly after the publication on the Facebook wall/newsfeed of the end user, and counted in the Likomi admin area - regardless of which end user posts it, the composition and nature of the Friends of the end user, how long the post stays on the Wall of the end user, or whether it's changed, amended or deleted.
- 2.8 If a check-in is registered in the admin area, it is charged according to the payment terms of the cooperation agreement, provided that payment by Check-Ins / Facebook-Posts / new agency clients was agreed to in the cooperation agreement.

§ 3 Obligations of Axonic

- 3.1 Axonic provides cooperation partners with an admin area with the technical possibilities for the creation, redemption, and recommendation of Likomi actions. In this context, Axonic provides the necessary technology for the implementation of customer-posts, the availability of storage within their IT system, and ensures the technical integration in the technical infrastructure of the social network Facebook.
- 3.2 Completed Likomi actions of Partners / Agency Clients, as well as company logos can be displayed at the discretion of Axonic, whether in the mobile applications of Likomi, on the website, newsletters or other communications channels of Likomi.
- 3.3 Axonic maintains the right to contact partners in the future, by using the e-mail address provided during the registration of the contact.
- 3.4 Axonic explicitly states that in the context of redemption of a Likomi action by a customer and of any related sale of such action, other goods, services or similar, contractual relationships arise exclusively between the cooperation partner and the customer. Axonic shall in these situations, assume no contractual obligations/rights in this relationship between the customers and Axonic contractors. The same also applies in relation to the respective social network on which the Likomi coupon is advertised.
- 3.5 If the partner / agency clients use of marketing material indicates that there was a successful check-in by an end user, a donation is to be directed to a charitable organization, Axonic is obliged to immediately contact and notify the charitable organization and give full contact details of the cooperation partner, and the form and content of the action. The cooperation partner expressly agrees to this.
- 3.6 The layout and structure of the cooperation agreement mentioned in marketing materials (signs, flyers and / or snippets) are given by Axonic. The cooperation partner has the option to send directly after the conclusion of a cooperation agreement their logo to Axonic. Assuming that the logo was properly submitted from the partner in the Axonic specified file format and size, Axonic will integrate the logo at a location and size to be determined by Axonic into the marketing materials mentioned in the cooperation agreement. If the cooperation partner has no logo or does not submit it within 14 days of completion of the cooperation agreement, Axonic will create the marketing materials mentioned in the cooperation agreement without the logo of the cooperation partner's company and deliver them to the cooperation partner.
- 3.7 Other services provided by Axonic are available with an appointment and will be offered in a separate agreement.
- 3.8 Axonic will not share personal customer data with cooperation partners, at any time, without customer approval.

§ 4 Obligations of the Cooperation Partner / Agency Clients

- 4.1 The cooperation partner / agency client is committed to operate an official and publicly visible company page on Facebook. Facebook people pages, Facebook group pages or other Facebook pages that don't serve as the only corporate page on Facebook are not allowed. In addition, the partner / agency client are required to appoint an administrator for their company Facebook page.
- 4.2 The partner / agency client is required to provide the service described in the respective Likomi promotion to the end user, including those in the coupon description, at their own expense.
- 4.3 If the partner / agency client, by a check-in / facebook post of an end user, has promised to submit a donation to a charitable organization, the partner / agency client is obliged to send the collected/accumulated contributions to the charitable organization in the form requested by the charitable organization, within six (6) months.
- 4.4 If the cooperation partner / agency client, by a successful Check-In/ Facebook-Post of an end user to a charitable organization or Likomi promotions uses in a different form in relation to / with a charitable organization, the cooperation partner / agency client is obliged to ask the charitable organization permission whether such a co-operation between the charitable organization and the cooperation partner / agency client is desired at all with / through Likomi promotions. Similarly, the cooperation partner / agency client is responsible for the authorization and use of any logos, graphics or text obtained from the charitable organization. The mention of, application, use of charitable organizations or the use or application of any Likomi promotions in relation to charitable organizations or partnerships with charitable organizations are the sole responsibility of the cooperation partner / agency client. On request, Axonic can arrange contact with charitable organizations with which there is already a collaboration with Axonic and/or charitable organizations which may be interested in a collaboration with the cooperation partner / agency client.
- 4.5 When registering or signing the cooperation agreement with the co-

operation partner, which serves as the basis for payment of services rendered by Likomi, all relevant data for business purposes should be immediately made available. This includes, among other things, the nature and amount of the first incentives, discount or coupon (for a Likomi promotion), which charitable organization and the amount / type of the first donation (for Likomi fundraising) as well as, logos, graphics, text, required templates and the names of relevant contacts within the partner companies.

- 4.6 Unless the cooperation partner does not provide the necessary logos or graphics referred to in within 14 days of the signing of the cooperation agreement with Axonic, the cooperation partner expressly agrees that the desired and ordered marketing materials (displays, posters, flyers, inlays, websites, ads, etc.) of the cooperation partner's company, may be printed without the logo of the cooperation partner.
- 4.7 The cooperation partner / agency client assumes the responsibility of setting up or distributing the highly visible displays, posters or flyers to its stores.
- 4.8 The cooperation partner / agency client is responsible for ensuring that the Likomi prepared QR code or snippet is not being misused or abused. Axonic assumes no liability for the misuse of Likomi.
- 4.9 Likomi marketing materials to advertise a promotion in the sales area (displays, posters, flyers, inlays, etc.) can be made available, for a fee, to the cooperation partner after consultation and acceptance of an offer. Marketing materials can also be created by the cooperation partner at their own expense.
- 4.10 The cooperation partner is committed to creating and using Likomi marketing materials (displays, posters, flyers, inlays, websites, ads, etc.) always with the QR code as a graphic / artwork. The respective cooperation partner's subdomain that links to the Likomi Promotion is provided in the Likomi administration area. Customized, self-generated QR codes can't be used for Likomi promotion subdomains.
- 4.11 The cooperation partner is prohibited from changing the snippet generated in the Likomi admin area. That is, the source code should not be changed. This is a violation of Axonic's copyrights. Exception: In order to perform A / B testing, the source code of the snippet can be changed with permission from Axonic.
- 4.12 The cooperation partner is obligated to always place the graphic trademark designation „Powered by Likomi“ when creating and using Likomi marketing materials (displays, posters, flyers, inlays, websites, ads, etc.). Information about style, size, orientation, color, or similar can be found in the Likomi administration area or the cooperation partner can obtain the necessary information through Axonic. The Cooperation partner shall not use any marketing materials that say „Powered by Likomi“ that are not placed according to the requirements of Axonic.
- 4.13 Upon termination of the cooperation agreement, the cooperation partner / agency client may no longer advertise Likomi promotions.
- 4.14 The cooperation partner is obliged to provide at registration, or in any other case for the purpose of the contract, complete and accurate information in regards to required queries, as well as to immediately correct the information in the event of a change, in the appropriate admin function or by notifying Axonic.
- 4.15 The cooperation partner / agency client is obliged to prevent any unauthorized use of their account by third parties and in particular to keep their username and password secret and to prevent others from unauthorized access. Authorized employees of the cooperation partner / agency client are excluded.
- 4.16 In certain cases, the transfer of end-user data to cooperation partner / agency client takes place. This happens only with permission of the end user. Such as the data transmitted as part of a Likomi promotion, end user data may only be used as part of this promotion.
- 4.17 Any end user data received from the cooperation partner / agency client during a promotion, shall be used solely for the promotion and not for any other purposes, such as advertising or otherwise.

5 Prerequisites for participation

- 5.1 Axonic has the right to reject Likomi promotion, for example, the promotion doesn't appear appropriate for the end user, or the content doesn't appear appropriate. Likomi reserves the right to reject any and all promotions at its sole discretion. This also refers to the ability to forbid promotions that bring very limited value to the end-user.
- 5.2 Axonic has the right to terminate the Likomi promotions of cooperation partners / agency clients and to access the admin area without prior notice, provided that they contain unlawful content or have been misused. In this case, the cooperation partner / agency client will be immediately notified.

6 Prices and Payment

- 6.1 The payment for services of Axonic may differ, depending on the pricing or other details of the cooperation agreement, which is covered in the contract.
- 6.2 The costs, for example, the installation of snippets on the website of the

cooperation partner / agency clients or rolling out, installing or setting up of marketing materials to promote the Likomi service or the training of personnel, is always the responsibility of the cooperation partner / agency customer.

- 6.3 Compensation is both independent of the legal conclusion (e.g. nullity of legal age), inventory (e.g. revocation, rescission, cancellation) and / or implementation (e.g. poor or non-performance by the customer) of the Cooperation Agreement between Axonic and the cooperation partner; and independent of any payment delay or failure to pay money owed by a cooperation partner.
- 6.4 The compensation is based in EURO.
- 6.5 All prices are stated net principle, unless the tax is expressly stated.
- 6.6 The invoice is due upon receipt of the access data for the Likomi Admin Area.
- 6.7 The payment must be paid within 14 days of the invoice date, otherwise the cooperation partner will be in default.
- 6.8 Axonic reserves the right to bill monthly or in accordance with the cooperation agreement.
- 6.9 In case of default, Axonic can immediately, through the rights of partner agreement, terminate services to the cooperation partner and, where appropriate, charge the costs incurred by the delay to the offending cooperation partner.

7 Conditions

- 7.1 The cancellation period is 14 days after the conclusion of the contract and acceptance of the terms and conditions.
- 7.2 The right of withdrawal must be made within said time, without giving reasons, in writing AND the return of all advertising materials provided by Axonic.
- 7.3 To meet the deadline, the timely dispatch of the written cancellation AND the advertising materials provided by Axonic is required.
- 7.4 The right of withdrawal must be submitted to Axonic Informationssysteme GmbH.

8 Contract Duration, Termination, Cancellation

- 8.1 The contract term is stated within the Cooperation Agreement. The period begins from the receipt of the access data for Likomi Admin Area.
- 8.2 The period of notice of cancellation of service by the cooperation partners is defined in the cooperation agreement.
- 8.3 Axonic may terminate this agreement at any time without further explanation.
- 8.4 The right of the parties to terminate without notice for good cause remains unaffected.
- 8.5 The termination or cancellation of this contract is only possible in writing.
- 8.6 For cooperation partner / agency clients that use the snippet, a start and end date is set. The start date is binding. The cooperation partner / agency client must have the code for the snippet built into their website by the start date.
- 8.7 If the cooperation partner / agency client has not installed the source code on his website and thus has not completed a Likomi action, the facility fee under the contract is will be due again, if they wish to continue using Likomi.
- 8.8 The Likomi set-up fee of the source code is charged to the cooperation partner / agency client for each individual web shop / website that uses Likomi.

9 Published Content of the Cooperation Partner / Agency Client

- 9.1 The cooperation partner / agency client is responsible for the content of the Likomi promotions and liable for all damages incurred by Axonic for the fraudulent use of the service.
- 9.2 The cooperation partner / agency client releases Axonic from all third party claims based on illegal acts or the chosen content of cooperation partner / agency client. This is especially true for copyright and competition law violations.
- 9.3 The cooperation partner / agency client may only create Likomi promotions (words and pictures), that do not violate applicable German law and do not infringe on the rights of third parties. Axonic has the right to immediately block any content that does not meet these requirements.
- 9.4 Axonic has the right to terminate all content when third-party claims, through an injunction, are asserted against Axonic. The cooperation partner / agency client will be informed immediately in this case, in order to help clarify to what extent the claims are justified.

10 Rights of Use / Data Protection

- 10.1 The cooperation partner / agency client agrees that all information, which is part of the Likomi promotion, can be saved by Axonic and used for information and promotional purposes in all of the communication channels (e.g. on the website, in newsletters, in mailings, etc.) of Axonic.

This remains in effect even after the end of the contract period and includes presentations, press releases, newsletters and marketing and sales materials and other promotional offers.

- 10.2 The cooperation partner / agency client shall refer to the rights under these Terms and Conditions and reserve the right under the completed cooperation agreement to use the Likomi logo within Likomi promotions and in cooperation with Likomi, and agree to only use the Likomi logo for these purposes.
- 10.3 Further marketing, press and PR activities require the prior written consent of Axonic.
- 10.4 The cooperation partner / agency client agree to the use and storage of location and log data through cookies, information which is a part of web snippets. Likomi uses the software "Piwik". Piwik uses "cookies", which are text files placed on your customer's computer, to help the analysis of the use of the website. The information generated by the cookie about the use of the website will be stored on the server of Axonic. The installation of the cookie can be prevented by the corresponding settings within the used web browser. They also agree to further the storage of log-in information for faster re-registration within the admin area, information on the success of a marketing campaign, as well as information about the number of website visitors.

§ 11 Warranty / Liability

- 11.1 Axonic assumes no liability for or of the transaction when redeeming a coupon.
- 11.2 Axonic is not liable for lost profits due to failures of the server or errors in the mobile applications.
- 11.3 Axonic assumes no liability for the coupon deals that are created by our cooperation partners / agency clients in or through Likomi.
- 11.4 The contract term is stated within the cooperation partner / agency client Cooperation Agreement. The period begins when the cooperation partner / agency client receives their access data for the Likomi admin area.
- 11.5 The cooperation partner / agency client releases Axonic of all liability and damages caused by piracy and the counterfeiting of coupons.
- 11.6 The cooperation partner / agency customer releases Axonic of all liability from damages that may result from errors during or after the installation of the snippets on their website.
- 11.7 Axonic makes no guarantee, with respect to specific functionalities of services, nor the reliability, availability or suitability of services, by installing snippets on a website. This also applies to servers, similar codes or tools that are connected to the Website.
- 11.8 Axonic does not guarantee that the surfing behavior of Web users on their site remains 100% the same if the partner / agency client uses the snippet.
- 11.9 To the extent permitted, Axonic accepts no responsibility for loss of profits, loss of business success, loss of income, loss of data, financial loss or any indirect, special, exemplary and indirect damages or consequential and punitive damages.
- 11.10 The cooperation partner / agency client is responsible for the regular backup of data.
- 11.11 The cooperation partner / agency client is responsible to protect access to the admin area from third parties. For damages resulting from negligence, Axonic assumes no liability.
- 11.12 The limitation of liability shall apply mutatis mutandis to the employees and officers of Axonic.
- 11.13 Technical Facebook changes or even changes to the Facebook guidelines which affect the functionality and accessibility of Likomi, do not affect the contractual relationship. And Axonic assumes no liability and offers no guarantee when such changes occur.
- 11.14 The application, use or provision of Likomi is not affiliated with Facebook, and is in no way sponsored, supported by or organized by Facebook. The recipient of the information provided is not Facebook, but the cooperation partner / agency client. Facebook is also not involved in any way with the redemption of sweepstakes prizes or coupon actions, but merely provides the platform to participate.

§ 12 Disclaimer

- 12.1 The cooperation partner / agency client shall refrain from any company- and competitive actions against Axonic or Likomi during the term of the cooperation agreement. This would also include, in particular, contracts, agreements, and cooperations with any competitor.
- 12.2 Competitors are defined as all organizations, whose core content or company resembles the Likomi concept, as described in the introduction.

§ 13 Final Clauses

- 13.1 Any ineffectiveness of individual provisions of these general terms and conditions shall not affect the validity of the remaining provisions.
- 13.2 Axonic reserves the right of future price adjustments and changes to

these terms and conditions and will inform the cooperation partner with a lead time of at least 14 days by e-mail and also share how the cooperation partner can stay informed about the planned changes. In this case, the cooperation partner has the possibility of cancelling service due to extenuating circumstances. If the cooperation partner chooses not to exercise this right, the new terms and conditions, will be, for the contractual relationship between Axonic and the cooperation partner be applicable and actionable.

- 13.3 All contracts, terms and agreements are under the jurisdiction and law of the Federal Republic of Germany. All legal disputes fall under the jurisdiction of Karlsruhe, Germany.

§ 14 Contact Information

AXONIC[®]

Axonic Informationssysteme GmbH
Kaiserstraße 241
76133 Karlsruhe
Germany

Authorized to represent CEO: Martin Welker
Register court: Amtsgericht Mannheim
Company registration number: HRB 110424