

## General Business Terms for Partners

Version number: 170501

shopping24 Gesellschaft für multimediale Anwendungen mbH, Poßmoorweg 2, 22301 Hamburg (the “Provider”)

### 1. Scope

- a. The following regulations apply solely to the contract between the Provider and the commercial operators of online shops who want to advertise their products using the portals of Provider and of the Provider’s co-operation partners and have sent a corresponding offer to sign a contract that has also been accepted by the Provider (“Partner”).
- b. The Provider provides its services solely on the basis of these General Business Terms and the order form signed by the Partner. Any differing, contradictory or additional general business terms of the Partner, even if known, shall not form part of the contract unless the Provider has explicitly agreed to their validity in writing. These General Business Terms also apply to all future contracts in an ongoing business relationship between the Provider and the Partner.
- c. The Provider is only entitled to amend these General Terms of Business unilaterally in cases that are reasonable for the Partner, particularly in the event of a change in the legal position due to changes in the law or supreme court case-law and/or changes that are only beneficial to the Partner (such as an extension of the offer by adding further portals). In all other cases, the Provider is entitled to change and/or add to these General Business Terms giving a reasonable period of notice. Notification may be through publication on the Internet on the Provider’s website or in writing (particularly email). If the Partner fails to object to the amended or additional conditions within a month following publication on the Internet or receipt in writing, the amended or additional conditions shall be deemed to have been agreed. If the Partner objects within the time limit, the Provider shall be entitled to effect an ordinary termination of the contractual relationship in accordance with the termination periods set out in section 10.

### 2. Principles

- a. The Provider provides neutral product selection and recommendation portals (“Portals”) on the Internet as a service to operators of online shops. The Provider currently operates the following portals:

shopping24 GmbH  
Poßmoorweg 2  
22301 Hamburg - Germany

T +49 (0)40 6461 5410

partner@s24.com  
www.s24.com

Management

Dennis Kallerhoff  
Dr. Björn Schäfers

Register court: Amtsgericht Hamburg  
Register no.: HRB 63371  
VAT: DE 812 727 292

Bank connection

Commerzbank Hamburg  
Account: 614 924 900  
Bank code: 200 400 00

IBAN: DE31 2004 0000 0614 9249 00  
BIC: COB AD EFFFXX

- [www.shopping24.de](http://www.shopping24.de)
- [www.smatch.com](http://www.smatch.com)
- [www.fashion24.de](http://www.fashion24.de)
- [www.living24.de](http://www.living24.de)
- [www.discount24.de](http://www.discount24.de)
- [www.yalook.com](http://www.yalook.com)
- [www.wohnklamotte.de](http://www.wohnklamotte.de)
- [www.einkaufen24.ch](http://www.einkaufen24.ch)

The Provider is entitled to include further portals in its offering in order to fulfil the contract and/or cease to operate existing portals, without having to inform the Partner about this.

The Provider also co-operates with portals of other operators in fulfilling the contract. The Provider reserves the right to enter into further co-operations with other portals and to cease co-operations, without having to notify the Partner about this.

- b.** The Provider offers the Partner the possibility of transmitting to the Provider goods information, in particular consisting of text and pictures, including any trademarks of the Partner (“Content”), to enable this Content to be presented on the Provider’s and its co-operation partners’ portals. To direct an Internet user (“User”) with an interest in the Partner’s content to the Partner’s online shop and the product offered for purchase there, the Provider installs a link within each Product Presentation that leads from the Product Presentation to a product website selected by the Partner (deep link) in the Partner’s online shop (“Partner Website”). The co-operation partners of the Provider accordingly each install a link in the Product Presentation on the portals there. No specific display format is guaranteed for the link. When a User actuates a link, the User is directed to the Partner’s online shop and from there to each product (“Click Out”). The Partner makes a payment to the Provider for each Click-Out (see section 6).

### **3. Services and obligations of the Provider**

- a.** The Provider is responsible for the operation and design of the portals operated by the Provider. The Provider determines the technical functionalities of its portals and is free to decide to restrict certain functionalities for certain Users who are registered with and are logged onto the Provider’s portals. The Provider has no influence over the design and operation of portals operated by co-operation partners.
- b.** The Provider electronically integrates the Content into the Portals operated by the Provider (“Product Presentation”) and arranges for a corresponding Product Presentation in the portals of its cooperation partners. The Provider is not obliged to integrate Content or have its cooperation partners integrate such content. The Provider shall decide itself on which and on how many of its portals or those of its co-operation partners Product Presentations are displayed. The Provider and its cooperation partners are entitled at all times to delete Content and Product Presentations which have been made available. The Partner is aware and accepts that ceasing and removing Product Presentations may take a certain amount of

time (generally less than 72 hours) (“Implementation Time”), even after the end of the contract. The Provider is free to choose the display format and technical implementation of Product Presentations. The Provider reserves the right to display to certain Users, e.g. registered and logged-on Users, a certain selection of Product Presentations.

- c. The Provider has no influence over the User’s buying decision and is not responsible towards the Partner for success in whatever form.
- d. The Provider and the Provider’s co-operation partners are entitled to provide and/or use marketing services, also using the content provided, which are intended to lead to more visits to the Portals. These services may be placed on the Portals and take place in some other form (online or offline), in particular as a newsletter, target group mailshot, advertising banners, editorial, social media posts, placement in advertising and affiliated networks, advertising campaigns, deep links to particularly attractive offers and integration of content in keyword advertising programmes.
- e. The Provider reserves the right to extend the services, in particular to add further portals, change the existing services or effect improvements, provided that such changes are reasonable for the Partner.
- f. The Provider shall set up password-protected access to the administrator area for the Partner to update its master data and to have access to the statistical analysis of User behaviour provided by the Provider (including chargeable Click-Outs).

#### 4. Performances and obligations of the Partner

- a. The Partner supplies the Provider with Content and links to the Partner websites. The Partner is responsible for all content transmitted to the Provider.
- b. The Partner offers the User its goods in its own name and for its own account. It manages customers gained through the Portal in its own portfolio. The Partner shall handle all purchases of the respective User and transactions processing (including shipping, payment, processing of returns etc.) independently in legal and economic terms. The Partner is not entitled to act in the Provider’s name in business dealings.
- c. The Partner shall supply the Provider with the data necessary to implement the contract within a week of signing the contract, so that this may be appropriately integrated into the Portals. A user guide on this and the technical requirements regarding the provision of data by the Partner, in particular the definition of the technical interface and data formats, may be accessed online in the “Whitepaper Datafeed”. The Partner must report changes to the data feed or associated data to the Provider by email at [partner@s24.com](mailto:partner@s24.com) at least 48 hours in advance. If Click-Outs occur which are not wanted by the Partner because of unnotified changes or changes not notified far enough in advance which are not accepted and implemented because of an incorrect entry by the Partner, a charge will still be levied for these Click-Outs. This does not affect the arrangements relating to the implementation period

in sections 3.b. and 6.a.

- d. The Partner shall supply the Provider, without being requested, with the relevant up-to-date version of content (in particular product images, trademarks, logos and product text). Product pictures must meaningfully depict the product in question. At least one complete image of the product is required. Detail images are only permitted as additional product pictures. Submitted product titles may only include the product name and type and not the name of the Partner or its online shop.
- e. The Partner guarantees that it will set up, operate and provide its systems, website and content in such a way that the security, integrity and availability of the Portals operated by the Provider are not prejudiced. The Provider is entitled to remedy such impairments by blocking or removing Content or Product Presentations without warning. Furthermore, the Provider may uninstall or block programmes installed by the Partner that impair the operating performance of the Provider's servers.
- f. The Partner guarantees the setup and maintenance of the technical operation of the Partner Website and the associated equipment and the presentation of Content on the Partner Website. The Partner Website must be a complete, not merely temporary detailed product page with a clearly recognisable offer and it may not include any automatic forwarding. Before the co-operation begins, the Partner must obtain information from the Provider about the respective access configuration in the specific technical arrangement and ensure that the technical components (hardware and software) are compatible. The Provider does not guarantee the functionality and compatibility of the services with the infrastructure (hardware and software) at the Partner.
- g. The Partner shall not, to the best of its knowledge, use any designs/constructions in its online shop and on the Partner Website which may negatively affect the evaluation, retrievability or presentation of the Portals operated by the Provider (or by the Provider's co-operation partners) in search engines, be this because of a negative influence on known search engine algorithms or inclusion in the negative lists usually used in the advertising industry. The Partner shall remove any such designs/constructions which may be present at the Provider's request.
- h. The Partner is obliged to inform the Provider promptly, i.e. at least with four weeks' notice, about technical changes in the Partner's online shop and on the Partner Website. The Partner is aware that any technical changes that are not reported promptly may result in changes in the quality of the traffic supplied by the Portals.
- i. The Partner is obliged to keep the passwords received from the Provider confidential and secure them sufficiently from unauthorised access.
- j. The Partner consents to Content and Product Presentations on the Provider's Portals being retrievable as part of a search function, including a comparison of the Partner's products with those of competitors. The Partner consents to the possibility of Content and Product Presentations on the Provider's Portals being rated via a community platform etc. and undertakes to only to take steps against individual ratings if the Provider has explicitly

consented to such action in writing.

- k.** The Partner shall not send any unsolicited mass mailings or arrange for them to be sent by email or in newsgroups ('spamming') which are associated with the service supplied by the Provider. The Provider is entitled to block the Partner's Content and Product Presentations immediately in the event of a breach.
- l.** The Partner shall operate its online shop and the Partner website in such a way that it does not infringe statutory prohibitions, common decency or rights of third parties (name rights, copyrights, trademark rights and privacy rights etc.) in its form, content and/or the purpose it pursues. In particular, the Partner must not offer or display any pornographic content, content that glorifies violence or seditious content in the online shop or on the Partner website. It is further obliged not to encourage criminal acts or provide instruction on how to commit them or offer any services or have them offered that concern pornographic and/or erotic material (e.g. nude images, peepshows etc.). The Partner shall also not transmit any Content that:
- glorifies war,
  - is clearly capable of corrupting the morals of children and young people, in particular those that are included in the list of printed publications and media content liable to corrupt the young (Section 18 of the German Youth Protection Act [JuSchG]) or are liable to impair the physical, mental or spiritual well-being of children and young people. The Partner guarantees that no alcoholic drinks and/or tobacco shall be issued to minors (Section 9 JuSchG). The Partner shall supply the Provider with proof that it has taken the necessary control measures (e.g. verification of age).
  - presents persons who die or are or have been exposed to severe physical or mental suffering in a way that is harmful to human dignity and reflects an actual event, without there being an overriding legitimate interest in this form of presentation,
  - breaches human dignity in some other way, or
  - infringes the German Narcotics Act, the German Medicines Act or the German Weapons Act.

The Provider is entitled to remove or block access to such Content, Product Presentations or links in the event of breaches against these regulations. Access may be blocked to the Partner's entire offering on all Portals if the problematic offer cannot be definitively isolated. It is left to the Partner to provide evidence that the content is actually harmless. The offer will be re-activated as soon as it is provided. In the event of breaches against this provision, the Partner shall also be liable to the Provider for compensation for any losses that result. The Partner shall hold the Provider harmless in the internal relationship from any third-party claims that arise because of such breaches.

## 5. Availability of the Portals operated by the Provider

- a. The Provider shall endeavour to make the service of the Portals it operates directly available for 24 hours, seven days a week during the contractual term, subject to servicing and maintenance work and downtime. Use of the services is at the Partner's own risk. The Provider does not guarantee that the services will be available at all times without interruption, promptly, securely or free from errors.
- b. Business interruptions are possible. This applies particularly while servicing and/or repair work and/or updates are being carried out, as well as during periods in which the webserver cannot be reached via the Internet because of technical or other problems which are outside the Provider's control (force majeure, third-party negligence, failure of communication networks and gateways of other operators, faults due to the relevant line provider etc.).

## 6. Remuneration

- a. Remuneration is per Click-Out, as set out in section 2(b) of these General Business Terms. A charge is levied per Click-Out from the moment when a Product Presentation is activated on the Provider's Portals or on those of co-operation partners. A charge is also levied for a Click-Out if it occurs via a link from a portal that has still not been named at the time when the contract is signed. A charge is also levied for Click-Outs which are generated during an implementation period, except after the end of a contract. No charge is levied for Click-Outs which are generated by search machine crawlers, bots or click fraud.
- b. The price of a Click-Out is determined based on the price list supplied to the Partner when the contract was signed and accessible on the Internet. The Provider is entitled to adjust the prices per Click-Out specified in it. The Partner shall be notified of any changes to the price list with a reasonable period of notice and in writing (by post or email). The updated price list shall be deemed to have been agreed if the Partner fails to object to the amended price list within a month of receiving that notification. If the Partner objects within the time limit, the Provider shall be entitled to effect an ordinary termination of the contractual relationship in accordance with the termination periods set out in section 10.
- c. The Provider measures the number of Click-Outs. The Partner receives a monthly invoice for the Click-Outs. The chargeable Click-Outs determined by the Provider form the basis for billing. Any Click-Outs that are not chargeable will not be listed in the monthly invoices.
- d. The Partner is aware and accepts that the determination of the chargeable Click-Outs may be subject to measurement fluctuations in rare cases. The Partner allows the Provider a measurement tolerance of 10% in this respect. If the number of chargeable Click-Outs in a measurement made by the Partner itself is less than 10% below the number of Click-Outs

invoiced by the Provider, the Provider's measurement shall remain binding. If the Partner is able to substantiate a deviation of more than 10%, the claim of the Provider, including a 10% measurement tolerance, shall continue to be due. The Partner reserves its statutory right to claim a repayment. The deviations exceeding the measurement tolerance shall be checked by the Provider with support from the Partner and, depending on the result of the check, will be cancelled by the Provider or become immediately due. The Partner shall provide the required assistance in checking the number of chargeable Click-Outs. If the Partner refuses to co-operate, the Provider shall be entitled, after ineffectively setting a time limit of at least one week, to charge the full amount.

- e. The Provider can offer the Partner participation in a 'bidding process' as a further pricing model. In the 'bidding process', the price per Click-Out and the advertising priority of products shall be determined in a bidding competition between several partners of the Provider. In this context, the Provider shall stipulate possible products, product types, portals or similar categories to the Partner. The Partner may specify how much it is willing to pay as a maximum for an individual Click-Out ("price offer") for the individual categories. The price offer applies exclusive of VAT, unless stated to the contrary. All bidders for a category take part in the bidding process for each search request by a User. Each price offer submitted influences the priority of the Product Presentations displayed to the User (a higher price offer can make a Product Presentation visible earlier and/or more visible for the User). The Provider does not guarantee that the highest price offer will be displayed to the respective User first during its search request.
- f. The Partner shall be billed for payment monthly in arrears. As a rule, the invoice will be automatically electronically sent to the email address supplied by the Partner. The invoice amount must be settled 14 days from the invoice date. Any objections to the invoice must be raised within seven days from the receipt of the invoice at the latest. Thereafter, the invoice shall be deemed to have been accepted. The Provider is entitled to ask for payment of the invoice by SEPA direct debit. The Partner shall in that case issue the Provider with a SEPA direct debit mandate in writing. The Provider shall provide the Partner with a creditor ID and a mandate reference for this purpose. The Provider shall be charged a reasonable processing fee for the administrative process if the SEPA direct debit mandate is not issued or is rejected. In these cases, the Provider is also entitled to block content and Product Presentations of the Partner and to block access by the Partner.
- g. Should the Partner fail to fulfil its payment obligation within four weeks from the invoice date following a reminder, the Provider shall have the right, without any further notice, to suspend its performances under this contract and to deactivate the Partner's content and Product Presentations until the outstanding items have been settled. This does not affect the right to assert further claims.

## 7. User rights

shopping24 GmbH  
Poßmoorweg 2  
22301 Hamburg - Germany

T +49 (0)40 6461 5410

partner@s24.com  
www.s24.com

Management

Dennis Kallerhoff  
Dr. Björn Schäfers

Register court: Amtsgericht Hamburg  
Register no.: HRB 63371  
VAT: DE 812 727 292

Bank connection

Commerzbank Hamburg  
Account: 614 924 900  
Bank code: 200 400 00

IBAN: DE31 2004 0000 0614 9249 00  
BIC: COB AD EFFFXX

- a. The Partner transfers to the Provider all the geographically unrestricted usage rights to the Content provided which are necessary to implement the contract, including for the purposes of the marketing services mentioned in Item 3.e., in a simple form and for the term of this contract plus a further six months after the end of the contract in order to ensure a reasonable exhaustion period for the marketing services as defined in section 3.e. The Partner also grants the Provider the right to edit the Content provided for the purpose of producing the Product Presentations, in particular to redesign, shorten or add to it or combine it with other content. The Provider is also granted the right to transfer the user rights transferred by the Partner to co-operation partners for the purpose of fulfilling the contract.
- b. The Partner guarantees that no third-party protective rights will be contravened by the publication and forwarding of the Content by the Provider. The Partner particularly guarantees that it has been granted all rights of use and exploitation, without any limitation in terms of time and territory (including the right to show images of people), to the photos and other copyright protected works provided, and that where applicable an effective waiver of the naming of the author has been issued. The Partner shall fully indemnify the Provider against any claims of third parties due to a breach of protective rights due to the use of the Content supplied by the Partner and compensate for any losses sustained, including the costs of any legal defence required. In the event of a warning based on competition and/or copyright law or other warning by third parties, the Provider shall be entitled to make cease-and-desist declarations and to immediately block the allegedly infringing content, Product Presentations or links or remove them from the Portals until the matter has been clarified. The Partner must compensate the Provider for the costs that are incurred due to the warning and due to the deletion from the Portal. Furthermore, the Partner shall compensate for any loss of sales until the contract has come to an end.

## 8. Duty of confidentiality

The Partner shall keep confidential the contractual content, the data and the business and operating secrets of the Provider and the companies affiliated with the Provider. This obligation shall continue to be effective for a further five years after the contract has come to an end.

## 9. Liability

- a. The Provider is liable for any losses, irrespective of the legal grounds, only in the event that an essential contractual obligation was culpably breached in a way that jeopardised the contractual purpose or the loss is due to gross negligence or wilful action or involves liability for losses due to injury to life, the body or health. The limitation of liability also applies in the case of culpability on the part of a vicarious agent of the Provider. If a breach of a key obligation is not grossly negligent or deliberate, the Provider's liability shall be limited to such typical losses or such extent of losses that were reasonably foreseeable at the time the contract was signed. This does not apply to liability based on the German Product Liability



Act. Unless mandatory legal regulations provide otherwise, any further liability is excluded.

- b. The Provider is not liable for losses that lie outside its own sphere of influence, for example due to a disruption of Internet access, telephone services, servers or other third-party facilities.
- c. The Provider is not liable for data “transmitted” by the Partner in error (e.g. numerical errors). It is incumbent upon the Partner to provide the data correctly.
- d. The Partner and Provider operate their websites independently of one another and are solely responsible for their services in terms of content, compliance with media legislation and technically.
- e. Notwithstanding possible shorter statutory limits, any claims against the Provider due to or in connection with the use of this service or these conditions of use must be asserted through the courts within one year from the date when they arise.

## 10. Contract term/termination

- a. By signing and sending the order form the Partner is submitting a legally binding offer to purchase the relevant services from the Provider based on these “Partner General Business Terms”. The contract does not come into effect when the order form is signed but only when the Provider accepts the Partner’s offer in the form of a confirmation email or return fax.
- b. The contract is concluded for an indefinite period and may be terminated by either party, giving four weeks’ notice, effective at the end of the month. The date the declaration is received is decisive in determining whether the notice period has been observed.
- c. Each party has the right to effect an extraordinary termination for good cause. Good cause arises, in particular, if:
  - the services from both sides can no longer be technically executed or co-operation of the services can no longer be guaranteed for financial reasons;
  - insolvency proceedings have been opened or applied for regarding the assets of one of the contractual parties;
  - contractual breaches by the Partner have not been rectified despite a reminder;
  - payment arrears by the Partner of more than two months’ instalments or a not insignificant portion of the remuneration;
  - the data/content provided by the Partner breaches legal requirements/prohibitions, common decency or third-party rights;

- the Partner breaches the obligations under section 7.
- d. A termination notice must be in writing or text form (email, fax, by post).

## 11. Other conditions

- a. Should a provision of these General Business Terms breach provisions of law, in whole or in part, or is null and void for some other reason, this shall not otherwise affect the validity of these General Business Terms. The Parties shall replace the invalid provision, by mutual agreement, with another one that fulfils the economic purpose of the ineffective provision as far as possible.
- b. This agreement is subject solely to the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on the International Sale of Goods (CISG).
- c. The registered office of the Provider is the place of jurisdiction for all disputes arising from or in connection with this contract.

*Version number: 170501*