

LOGICSALE EUROPE LIMITED

General Terms and Conditions, Applicable from June 20th, 2016

Stage: 06/20/2016, ID: SBA-GTC-UK

1 Preamble; Information about logicsale Europe Limited; Applicability of Terms

The company logicsale Europe Limited (hereinafter referred to as "LOGICSALE"), is a company registered in England and Wales under company number 07065091 and whose registered office is at 69 Great Hampton Street, Birmingham B18 6EW

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offers a proprietary web service (hereinafter referred to as the "SOFTWARE") aimed at helping professional merchants, be they private individuals or legal entities, (hereinafter referred to as the "CLIENT(S)") who wish to optimize the price of or manage items they are offering for sale on the marketplace platform of Amazon Services Europe S.a.r.l. (hereinafter referred to as "AMAZON"). The SOFTWARE offered to CLIENTS is subject to these general terms and conditions (hereinafter referred to as "GTC"). The contractual relationships of the CLIENT and LOGICSALE are exclusively subject to these GTC, unless in particular cases agreed otherwise in writing. Different GTC of the CLIENT shall not apply. LOGICSALE is legally and financially separate to and independent of AMAZON. LOGICSALE is also not an agent of AMAZON.

2 Subject Matter: Description of the LOGICSALE SOFTWARE

2.1 This contract relates to the use of the SOFTWARE developed by LOGICSALE and operated on LOGICSALE servers by the CLIENT. The CLIENT receives for the duration of the contract a timely limited, non-transferable and non-exclusive right to use this SOFTWARE in accordance with these GTC. Access to the SOFTWARE is given to the CLIENT for internal purposes of the CLIENT only with the sole aim to support them in optimizing their article sales prices on the LOGICSALE supported trading platforms.

2.2 The CLIENT can use the SOFTWARE to optimize the prices of the products he offers on the AMAZON site for sale. The CLIENT pursues a pricing strategy that is solely fixed by him. The SOFTWARE determines the selling prices of the competitors' products of the CLIENT and adjusts the price of each product item according to the CLIENT's pricing rules.

2.3 The SOFTWARE transfers the automatically calculated product prices on behalf of the CLIENT to AMAZON. The SOFTWARE does not transfer inventory quantities to AMAZON.

However, the CLIENT can use the SOFTWARE to change the inventory quantities. In this case, the

CLIENT needs to be aware of the fact, that the systematic change in the inventory quantities or quantity information is always temporally delayed between the SOFTWARE and the AMAZON system. This temporary delay might cause so-called "oversales", meaning that items might be sold which the CLIENT has not in stock (anymore). Such "oversales" can even occur when the CLIENT has not actively changed the inventory quantities because the system of AMAZON itself, when transmitting a new optimized price for a particular item to AMAZON, sets the quantity for this item to "one", even if the real quantity for this item is "zero" at that time. The software of AMAZON assumes that at least one item is available on stock if a new optimized price is being transmitted. In order to prevent oversales, the CLIENT must make sure that he always has an adequate reserve of items in stock.

Whether and to what extent the CLIENT uses the SOFTWARE is not verified by LOGICSALE.

- 2.4 In order for LOGICSALE to be able to change the prices of the CLIENT and publish them in his name and in order to calculate the remuneration, the CLIENT is obliged to grant LOGICSALE access to his AMAZON account data and deposit these in the SOFTWARE for the duration of the contract.

For the access to the CLIENT's AMAZON account, the SOFTWARE uses one of the following technical options, that is either the login name (e-mail address) and the password of the CLIENT or suitable interfaces of the AMAZON system (e.g. Marketplace Web Service). The login name (=e-mail address) and the password need to be entered by the CLIENT in the SOFTWARE for the duration of the contract.

The CLIENT is responsible for ensuring that the information stored in the SOFTWARE which grants access to his AMAZON account is valid and current with respect to the necessary technical interfaces being used. If the password has been changed, the CLIENT is obliged to register this change immediately in the SOFTWARE. The stored e-mail address in the SOFTWARE cannot be changed by the CLIENT. Therefore, the CLIENT is obliged to inform LOGICSALE about any change to the email address, so that LOGICSALE can update this information in the SOFTWARE.

The price optimization according to the specification and settings of the CLIENT happens in automated form principally until the expiry of the contract term, unless the CLIENT deactivates the price optimization in his LOGICSALE account by deselecting the active box next to "logicsale engine active" and saves these changes. If the optimization has been deactivated, the prices will be kept on the last level of optimization.

- 3 Necessary Pre-Conditions of the CLIENT for using the SOFTWARE and Obligations of the CLIENT
- 3.1 At the beginning of the contractual relationship, the CLIENT must have a valid "Seller Central Account". The CLIENT, if an individual, must be over 18 years of age. The CLIENT confirms that it has full title and authority to enter into this contract and is not bound by any previous agreement that adversely affects this contract.
- 3.2 If the CLIENT ceases to trade, or closes its AMAZON account, for whatever reason, the

contractual relationship between the CLIENT and LOGICSALE and the CLIENT's obligations under this contract will not be affected, unless or until terminated in accordance with clause 5.

3.3 The CLIENT must provide accurate information about his identity, address and the product items he wishes to sell on the AMAZON platform. The CLIENT must promptly notify any changes that may arise regarding this information to LOGICSALE and update the SOFTWARE.

3.4 The CLIENT must not offer products for sale on the AMAZON platform that are illegal or which infringe the rights of third parties (including intellectual property rights), which undermine public order and decency, or which are offered under conditions, including price conditions, that breach the law applicable to consumers.

3.5 The assigned login name and password that the CLIENT receives under these GTC in order to be able to use the SOFTWARE are only for the CLIENT. The CLIENT is obliged not to disclose the login name and password to third parties, nor allow their use by third parties. Legal representatives or employees of the CLIENT and external service providers commissioned by the CLIENT are not considered as third parties, if these are committed to confidentiality of data.

If the CLIENT has several Amazon accounts, he is entitled to open several different accounts for the SOFTWARE (with different login names and passwords). For these the same GTC apply.

4 Free Trial Period; Commission-based Contract

4.1 Free Trial Period

The contractual relationship between the CLIENT and LOGICSALE always begins with a one-time trial period of 10 days. For this purpose LOGICSALE sends the CLIENT login details by e-mail, through which the CLIENT can set up a personal account in the SOFTWARE. The 10-day trial period begins with the first login of the CLIENT in the SOFTWARE through the login data sent to him. During the free trial period, the CLIENT can use the SOFTWARE and support of LOGICSALE free of charges. During the whole trial period LOGICSALE is allowed to exclude individual CLIENTS with a notice period of 24 hours for any reason from use of the SOFTWARE.

These GTC, with the exception of articles 5 and 6, also apply during the trial period.

The trial period expires after 10 days, without requiring a termination by the CLIENT. The prices are reset after the expiry of the trial period to the original prices (i.e. prices before the start of the trial period). If the CLIENT does not want this, he has the option to stop the price optimization before the end of the trial period in his account on his own. The prices then stay at the same level as on the last day of optimization. If the CLIENT does not decide to subscribe to a fee-based contract, the access of the CLIENT to the personal account in the SOFTWARE expires.

4.2 Commission-based Contract

Upon expiration or during the trial period, the CLIENT has the opportunity to subscribe to a paid contract with LOGICSALE.

The conclusion of the commission-based contract begins by clicking the "Send Data" button by

the CLIENT on the appropriate page in the personal account of the CLIENT. On this page, the CLIENT must choose the initial contract period (3 or 12 months), enter his banking details and must confirm that he has read the GTC and acknowledge and accept their validity.

Clicking the button "Send Data" constitutes an offer by the CLIENT to conclude a contract with LOGICSALE under the GTC. LOGICSALE is entitled to refuse the offer for any reason.

Acceptance of the offer by LOGICSALE is confirmed by a confirmation by e-mail in which the CLIENT is also notified on the chosen initial contract period.

5 Duration of the Contract; Termination - Cancellation

5.1 Duration

After acceptance of the offer made by LOGICSALE to the CLIENT the commission-based contract begins. Optionally remaining free trial days are taken into account and do not expire. The initial contract duration is based on the CLIENT's choice made in the application form (the Initial Term).

Upon expiry of the Initial Term, or any Renewal Term the contract will be renewed for a further term of the same duration as the Initial Term (the Renewal Term), if it has not been previously terminated by the CLIENT in accordance with clause 5.2.

If the CLIENT has chosen an Initial Term of 3 months, he can switch during the current contract to a 12-month contract with the appropriate pricing conditions. The contract duration and the prices of the 12-month contract will in that case be calculated upon the modification date, and not only from the expiration date of the current contract.

For future extensions of the contract, the new contract duration is valid.

5.2 Termination

The contract will continue in force unless or until terminated in accordance with clause 5.3 or by the CLIENT giving to LOGICSALE 30 day's written notice to expire on the final day of the Initial Term or any Renewal Term.

As specified in Section 6 of these GTC the CLIENT will pay commission until the end of the contract, regardless of whether and to what extent he actually uses the SOFTWARE.

5.3 Termination for Cause

In addition to the termination provisions of clause 5.2, and to any other rights and remedies at law, LOGICSALE may terminate the contract by giving written notice to the CLIENT who has breached these GTC or has defaulted in the following circumstances:

- a) the CLIENT has committed a material breach of these GTC and (if such a breach is capable of remedy) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- b) an order is made or a resolution is passed for the winding up of the CLIENT (or circumstances arise which entitle a court of competent jurisdiction to make a winding up order); or
- c) an order is made for the appointment of an administrator to manage the affairs, business and

property of the CLIENT, or documents filed with a court of competent jurisdiction for the appointment of an administrator of the CLIENT or notice of intention of appointing an administrator is given by the CLIENT or its directors or by a qualifying floating charge holder (as defined in the Insolvency Act 1986 or subsequent legislation); or

d) a receiver is appointed of any of the CLIENT's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the CLIENT, or if any other person takes possession of or sells the CLIENT's assets; or

e) the CLIENT makes an arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

f) the CLIENT ceases or threatens to cease to trade; or

g) if the monthly fee payable by the CLIENT to LOGICSALE is overdue by more than eight bank working days.

In the event of termination by LOGICSALE in accordance with this clause 5.3, if the CLIENT still owes LOGICSALE payment in accordance with these GTC, the average of the bills of the last three months before the termination will serve as a basis for calculation, or if the contract lasted less than three months at the time of termination, the amount of the bill during the last month before the notice of termination, will be used as the basis for calculation of the payment due to LOGICSALE by the CLIENT.

5.4 Form of Notification of Termination

The notice of termination shall be given only in writing and by post. The sending of an e-mail or fax is not sufficient.

5.5 Consequences of Termination

Upon termination of this contract, for whatever reason, LOGICSALE will dissolve the personal account of the CLIENT and delete the account. The prices then remain on the level of the last optimization.

5.6 Withdrawal of Termination by the CLIENT

The CLIENT may at any time withdraw the notice of termination given by the CLIENT. After the notice of termination has been given by the CLIENT, it will be noted from time-to-time in a relevant window/ box after accessing the SOFTWARE. If the CLIENT clicks on the link called "Continue and Withdraw notice of termination", the termination made by the CLIENT will no longer be effective. The contract will then continue according to the provisions of these Terms and Conditions. If the CLIENT does not want to withdraw its termination, the CLIENT can click on the link called "Continue and do not withdraw notice of termination" in order to login to the SOFTWARE.

6 Remuneration; Default of Payment by the CLIENT

6.1 Information Obligation of the CLIENT; Calculation and Amount of Remuneration (monthly Commission)

6.1.1 The CLIENT shall pay the detailed itemized remuneration in clause 6.1.3 to LOGICSALE for the use of the SOFTWARE.

The remuneration depends on the number of articles the CLIENT sold on the AMAZON-platform and on the chosen initial contract duration. The compensation is calculated retrospectively on a monthly basis based on the total number of product items sold by the CLIENT since the last billing period (accounting period) through his AMAZON account. The CLIENT is obliged to inform LOGICSALE on the total number of sold products through AMAZON. This obligation to inform LOGICSALE is fulfilled by the CLIENT, as stipulated in clause 2.4 of these GTC, by communicating the login data and password to his AMAZON account to LOGICSALE and when the CLIENT keeps his login data and password up to date in his personal SOFTWARE account. To calculate the monthly compensation, the SOFTWARE logs into the CLIENT's account on the date of monthly invoicing and reads the number of product items sold through the AMAZON account by the CLIENT in the accounting period.

6.1.2 As a basis for calculating the monthly commission the CLIENT has to pay LOGICSALE in respect of all sold products (i.e. all products sold as announced by AMAZON to the CLIENT in the "Order Report"), that the CLIENT has sold via the AMAZON platform through the AMAZON account (specifically the account) that has been transmitted to LOGICSALE in the initial contract setup. This is still applicable, regardless of cancellations, refunds and returns. If the CLIENT has several AMAZON accounts, fees and commissions are calculated separately for each AMAZON account and respective SOFTWARE account at LOGICSALE.

The remuneration is independent of whether and to what extent the CLIENT actually uses the SOFTWARE. Part of the remuneration is the use of the SOFTWARE offered by LOGICSALE as well as the support that is mentioned on the website within the specified service times.

6.1.3 The amount of remuneration depends on the current price list of LOGICSALE which is published on the www.logicsale.co.uk website. The price list is part of the contract between LOGICSALE and the CLIENT.

6.1.4 The set-off against a claim of LOGICSALE or enforcement of a lien by the CLIENT is only permitted where the payment or retention underlying the counterclaim is undisputed, legally established and or recognized by LOGICSALE.

6.2 Infringement of the Obligation to inform LOGICSALE / Revocation of required Information for Billing Purposes.

6.2.1 The SOFTWARE will verify if the CLIENT fulfills the requirement of enabling access to his AMAZON account according to clause 2.4 of these GTC's, each month seven days and three days before the day upon which the invoice is created. Should the CLIENT not fulfill the requirement, as stipulated in clause 2.4 of these GTC's, to provide LOGICSALE with the login data in order to gain access to his AMAZON account, in accordance with Section 6.1 of these

GTC's, LOGICSALE will inform the CLIENT about this via mail and asks the CLIENT to enable access to his AMAZON account before the day upon which the next invoice will be created. Should the CLIENT fail to comply with this request, so that the SOFTWARE is not able to read the number of product items sold in the respective accounting period on the day upon which the invoice is created (as specified in clause 6.1 of these GTC), then the remuneration will be calculated as follows:

- If on the date of invoicing the contractual relationship between the CLIENT and LOGICSALE has existed for two months or longer, the final amounts of the recently determined monthly net invoice amounts (defined in part 6.1 of these GTC and not exceeding the last six invoices), of this contract will be added and divided by the respective months. Thereby, the calculated average amount determines the invoice amount (NET) for this and for all upcoming invoices, until the access to the CLIENT's AMAZON account is enabled again. If the average calculation has a lower invoice amount than the minimum commission referred to in the price list, then the minimum commission is owed.

- If on the date of invoicing the contractual relationship between the CLIENT and LOGICSALE consists of less than two months, the remuneration is calculated from the total number of reviews of the CLIENT that have been received in the last 30 days during the accounting period on the AMAZON platform. This number will be multiplied by a factor of 7 and will be multiplied with the price per item sold as referred to in the price list specified in clause 6.1.3.

If the average calculation has a lower invoice amount than the minimum commission referred to in the price list, then the minimum commission is owed.

In the circumstances set out in this clause 6.2.1, in addition to the remuneration calculated in accordance with this clause 6.2.1, the CLIENT will pay a processing fee for the manual determination of the remuneration according to the price list. LOGICSALE explicitly reserves further damage claims for itself. The processing fee is calculated by LOGICSALE to represent a reasonable estimate of the damage caused to LOGICSALE by the CLIENT's breach of clause 2.4 and does not represent a penalty payable by the CLIENT.

6.2.2 The CLIENT is able to fulfill his obligation to inform LOGICSALE and enter the current login data in the SOFTWARE at any time. For the next billing period, the remuneration is calculated according to clause 6.1. If such notice is given within 14 days after receipt of the invoice calculated under paragraph 6.2.1, LOGICSALE will cancel the current bill and retroactively create a new bill on the basis of items sold (clause 6.1).

If the new created bill is less than the original bill, based on the invoice issued according to clause 6.2.1 and if the original bill has already been paid, then the CLIENT will receive a corresponding reimbursement. LOGICSALE will determine at its sole discretion if the amount that is to be reimbursed will be deducted from the next bill or transferred in cash.

6.2.3 If the CLIENT can prove to LOGICSALE that his AMAZON account is permanently closed, so that he cannot perform any further sales through the AMAZON platform, LOGICSALE will only charge

the minimum remuneration according to the price list, beginning with date of the statement and the following calendar months until the termination of the contract. This does not apply if the CLIENT changed account data according to clause 6.6.

6.3 Terms of Payment and Arrangements

The payment to LOGICSALE is due immediately upon invoicing (part 6.7 of these GTC).

As payment method between LOGICSALE and the CLIENT, "direct debit" is agreed upon, provided that the CLIENT has a bank account at a bank that is resident within the United Kingdom of Great Britain and Northern Ireland. LOGICSALE deducts the invoice amount from the deposited bank account of the CLIENT no earlier than the date of the invoice. If the direct debit cannot be performed successfully, LOGICSALE calculates a fee according to the price list. The CLIENT may provide evidence that the calculated fee is not due or that it is significantly lower than the calculated fee. LOGICSALE retains the right to require further proof regarding the incurred damage. If the CLIENT does not participate in the direct debit payment method, the invoice amount must be received within seven days after the date of the invoice to the bank account of LOGICSALE. LOGICSALE is entitled to charge a handling fee according to the price list in this particular case.

In case of payment by bank transfer, the invoice number and the account number must be stated as reason for payment. A payment with false information is considered not received. A fee according to the price list is charged for the manual matching between debtor and payment.

6.4 Default by the CLIENT

6.4.1 In the event of late payment by the CLIENT, LOGICSALE is entitled to

- a) claim interest at the rate of 8 percentage points above the base rate The Bank of England;
- b) to collect overdue charges according to the price list; and
- c) to stop all services associated with the SOFTWARE, in particular, but not limited to, the price optimization, and to withdraw the CLIENT's access to the SOFTWARE. In this case, the last optimized prices will be kept. LOGICSALE will inform the CLIENT immediately about the stopped services. The right to remuneration of LOGICSALE will not be affected by stopping the services.

Further claims of LOGICSALE, especially the right to immediately terminate the contract and to charge further fees regarding damages, remain unaffected.

6.4.2 If the CLIENT pays the amount due, the access to the LOGICSALE SOFTWARE will be enabled again no later than within one working day of receipt of payment. For the purposes of this clause a "working day" is any day excluding Saturday, Sunday and any UK bank holiday.

LOGICSALE is entitled to request a reasonable deposit by the CLIENT. An amount equal to twice the amount by which the CLIENT was in default is considered appropriate in this case. The deposit is due seven days after receipt of the relevant notice from LOGICSALE. If the payment is not made in time, LOGICSALE is entitled to block the access of the CLIENT to the SOFTWARE

again.

LOGICSALE is entitled to use the security deposit to cover the costs caused by the delay that is caused by the CLIENT (e.g. interest, lawyer fees and court costs). LOGICSALE will invoice the CLIENT in respect of the deposit within three months after termination of the contract at the latest and refund any existing credit to the CLIENT. A previous repayment entitlement of the CLIENT does not exist.

6.5 Additional benefits of LOGICSALE

If LOGICSALE provides additional services that go beyond the benefits payable under these GTC, LOGICSALE shall be entitled to charge further fees for these services. Unless the parties have agreed otherwise in writing the hourly rate as agreed on in the price list shall apply. For these services the provisions of these GTC apply accordingly, unless the parties have agreed otherwise in writing.

6.6 Replacing the Amazon Account Data

If the CLIENT exchanges the AMAZON account information that is also stored in the LOGICSALE SOFTWARE with another Amazon account, LOGICSALE is entitled to choose freely which Amazon account to use to calculate the monthly commission. In particular the creation of a new Amazon account by the CLIENT which is then used to continue the normal sales and thereby having no more significant sales than the original Amazon account or if the original account is shut down, is considered as an exchange of account information.

6.7 Invoice delivery

LOGICSALE sends all invoices by electronic means, i.e. by e-mail, or allows a download. If the CLIENT requests to receive an invoice by mail, LOGICSALE is entitled to charge handling fees and postage costs according to the price list per invoice. The same applies if the CLIENT has agreed to receive invoices by e-mail, but does not have a valid e-mail address or has not deposited one in the SOFTWARE.

6.8 All prices mentioned above are without value added tax (VAT).

7 Copyright and Property Rights

7.1 Property Rights

The SOFTWARE and the content of the website of LOGICSALE are the exclusive property of LOGICSALE. These GTC do not constitute a transfer of ownership to the CLIENT.

The names, marks and logos of "LOGICSALE" are copyrighted and may not be imitated, reproduced or used without the explicit written consent of LOGICSALE.

7.2 User Restrictions

The CLIENT is not permitted to copy the websites of LOGICSALE wholly or partly, nor does he have the right to sell the use of the SOFTWARE as a whole or in part to a third party or to

transfer the SOFTWARE free of charge. The CLIENT may not modify or reproduce the SOFTWARE permanently or even temporarily, in whole or in part, regardless of the form in which this happens. The CLIENT may not use or publish the price and competitive data that is gathered and compiled by the SOFTWARE on other platforms, accounts or websites.

The use of data in any form, for any purpose other than the optimization of the sales prices of the CLIENT from the SOFTWARE is prohibited without the prior written consent of LOGICSALE.

8 Warranty and Liability

- 8.1 The CLIENT is obliged to inform LOGICSALE after detecting any defects in the SOFTWARE immediately upon discovery by e-mail and detailed description of the defect and its effects.
- 8.2 If the SOFTWARE is faulty, LOGICSALE will use its reasonable endeavours to improve the defects immediately after the occurrence of the defect, if the CLIENT acted and complied in accordance with clause 8.1. Uncontrollable technical conditions that cannot be controlled by LOGICSALE including, but not limited to, connectivity disruptions, improper use by the CLIENT etc. do not count as defects, if they reduce the quality of services and the SOFTWARE.
- 8.3 If a correction of the defect(s) fails, despite two subsequent improvement efforts, the CLIENT can require an appropriate reduction of the fee up to 1 year after the fault occurred. The reduction can be claimed only for the future, a retroactive reduction is not possible.
- 8.4 LOGICSALE is liable toward the CLIENT for damages, except in case of breach of contract, only if and to the extent LOGICSALE, his legal representatives, officers or other agents acted with intent or gross negligence. In the case of breach of contract LOGICSALE is liable for any culpable behavior of its legal representatives, officers or other agents.
- 8.5 The liability of LOGICSALE is limited except in cases of gross negligence or wilful misconduct of LOGICSALE, its legal representatives, officers or other agents, to the amount typically foreseeable at the creation of the contract or to the total remuneration paid by the CLIENT under the contract, whichever is the lower. Liability for indirect damage resulting from not incurred savings and consequential damages to the CLIENT, in particular lost profit, does not exist in these cases. All disclaimers and limitations shall not apply to damages arising from injury to life, body or health, and in the case of mandatory legal regulations.
- 8.6 All of the contracts with buyers are concluded directly between the CLIENT and the buyers at AMAZON on the Amazon platform. Consequently LOGICSALE is in no way a party of the signed contracts between the buyers and the CLIENT on the AMAZON platform and therefore does not have any contractual obligations. This applies even if the contracts concluded by the CLIENT and buyers contain prices which the CLIENT published through the SOFTWARE. The CLIENT fully indemnifies LOGICSALE in full on demand for any losses and expenses incurred by LOGICSALE in respect of any claims by AMAZON, the CLIENT's buyers or any other third party as a result of the CLIENT's use of the SOFTWARE.
- 8.7 Dependence of the SOFTWARE on the Technology of AMAZON

8.7.1 The Software is based on the technology owned by AMAZON. The CLIENT agrees to use the SOFTWARE according to the current GTC, the general terms and conditions of AMAZON and the conditions for participation in the AMAZON Marketplace only for the purpose of optimizing its prices at AMAZON.

8.7.2 Certain changes made by AMAZON can make the use of the SOFTWARE technically obsolete or invalid, outside of the control and the will of LOGICSALE. If such an event occurs, the CLIENT will not have claims against LOGICSALE, as long as LOGICSALE informed the CLIENT immediately of the event and its consequences.

If the CLIENT paid remuneration to LOGICSALE for periods after the event, LOGICSALE will refund these payments.

8.7.3 LOGICSALE is not liable for the integrity, completeness, accuracy, precision and update of the information and database that AMAZON provides. LOGICSALE has no copyright or other rights regarding the information and data from AMAZON. In particular, systematic "over-sales"(as described in clause 2.3 of these GTC) do not constitute a defect of the SOFTWARE. This information and data are the exclusive property of the company AMAZON.

8.8 The liability of LOGICSALE is excluded, if the CLIENT does not use the SOFTWARE according to the documentation, as explained by and shown on the FAQ pages of the websites of LOGICSALE, or he cannot use the SOFTWARE due to hardware or software failures within the control of the CLIENT or because of his Internet access that hinders the use of or makes it impossible to use the SOFTWARE.

8.9 LOGICSALE shall not be liable for the suitability of the SOFTWARE for the needs of the CLIENT. LOGICSALE does not guarantee a certain sales success of the CLIENT and does not assume any responsibility for this.

8.10 LOGICSALE is entitled to limit or stop use of the SOFTWARE temporarily or permanently after a prompt notification of the CLIENT when necessary, for reasons of public security, the security of network operations, the maintenance of network integrity, interoperability of services, or data protection. Therefore claims of the CLIENT against LOGICSALE because of the above mentioned reasons do not arise, if LOGICSALE informed the CLIENT immediately of the incident and its consequences.

If the CLIENT paid compensation to LOGICSALE for periods after the event, LOGICSALE will refund these payments.

8.11 The CLIENT will be informed ahead of time when operation-related performance or technically necessary work regarding the SOFTWARE is performed by LOGICSALE, inasmuch as the operation of the SOFTWARE is affected. The maintenance work is performed outside of regular business hours (8.00 AM till 5.00 PM), unless the maintenance work is considered as an urgent measure by LOGICSALE. During maintenance work, the prices of the CLIENT are not updated. Claims of the CLIENT due to maintenance work of this kind are excluded, except for the case that LOGICSALE did not inform the CLIENT or that non-urgent maintenance work is performed

during regular business hours or takes longer than technically necessary.

9 FORCE MAJEURE

In the event that the contract cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of LOGICSALE and the CLIENT, including such events as war, industrial action, floods or acts of God (Force Majeure), then such non-performance or failure to fulfil their obligations shall be deemed not to be a breach of contract. If the SOFTWARE interruption caused by such Force Majeure takes longer than 2 months, either party is entitled to terminate the contract without notice. Further claims of the parties do not exist in such a case.

10 Amendment of General Terms and Conditions

LOGICSALE reserves the right to modify these GTC at any time as long as a reasonable of notice of at least four weeks is given before the change. The announcement of the amended GTC is made by posting a notification on the website www.logicsale.co.uk stating the effective date of publication and by e-mail notification to the CLIENT. If a CLIENT does not object the amendments of the new GTC within two weeks of receipt of notification, the amended GTC shall be considered as accepted by the CLIENT. In the announcement of the amendment the importance of the two-week period is emphasized. If a CLIENT objects to the changes made to the GTC, LOGICSALE is entitled to terminate the existing contract within one week after receipt of the objection by the CLIENT, effective from the date on which the change in the GTC shall enter into force. The affected CLIENT cannot assert any claims against LOGICSALE because of this. If LOGICSALE does not make use of the right to terminate the contract with the CLIENT, the contract will be continued on the basis of the GTC which are in effect from the beginning of the contract.

11 Privacy and Data Security

11.1 Data Privacy

LOGICSALE gathers and stores the CLIENT's data as well as his personal information (such as bank account details, IP address, registration number and password of LOGICSALE and AMAZON etc.). The collected personal data is used for administrative purposes within the SOFTWARE and its optimization. The use is intended for LOGICSALE only.

LOGICSALE reserves the right to provide these data their agents or third parties if such a notice is necessary for contractual compliance with these GTC. LOGICSALE will inform these persons on the confidentiality of the information and commit to data privacy in accordance with statutory provisions. A transfer of data to third parties, especially for advertising purposes shall be granted only after the explicit consent of the CLIENT.

The CLIENT is entitled to request at any time information on the stored data and to demand their correction or deletion. If the usability of the SOFTWARE is limited or no longer possible due to this, LOGICSALE is not liable.

11.2 Data Security

LOGICSALE meets all appropriate measures to protect the personal information collected on its website of the CLIENT. This occurs in particular through the use of firewalls and antivirus software, as well as by the use of the SSL security protocol certified by thawte and other protective measures.

11.3 Cookies

For the full and stable operation of the SOFTWARE the CLIENT has to enable cookies. A cookie stores information on the internet use of the CLIENT when accessing LOGICSALE sites (accessed pages, date and time of access, etc.). This information can be read by LOGICSALE at subsequent visits by the CLIENT. The CLIENT may oppose the use of cookies by changing the parameters of his Internet navigator. The CLIENT is informed that, some functions of the SOFTWARE may not be able to function properly when doing so.

12 Miscellaneous

12.1 Rules of Evidence

The records and in particular the use of personal identification numbers and passwords as used by the CLIENT and carried out by the technical equipment of LOGICSALE presume the use by the CLIENT. It is the CLIENT's responsibility to prove otherwise. All technical data relating to the CLIENT, in particular, records and statistics are used by LOGICSALE, kept as evidence and stored.

12.2 Entire Agreement, Variation and Waiver

These GTC, together with LOGICSALE's current website prices, set out the whole of the obligations of the parties. No variation or amendments of these GTC or oral promise or commitment related to them shall be valid unless committed to writing and signed by or on behalf of LOGICSALE and the CLIENT. A failure by either party to exercise, or a delay in exercising, any right or remedy under these GTC shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that party may otherwise have and no single or partial exercise of any right or remedy under these GTC shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. Any waiver or breach of any of the terms of these GTC or of any default under these GTC shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of this agreement.

12.3 Assignment

LOGICSALE reserves the right to assign its rights under these GTC without notice to any other legal entity. The CLIENT may not assign its rights under these GTC without the prior written consent of LOGICSALE.

12.4 Except for LOGICSALE's affiliates, directors, employees or representatives, a person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

12.5 Invalidity

If any part of these GTC is unenforceable (including any provision in which LOGICSALE excludes its liability to the CLIENT) the enforceability of any other part of these GTC will not be affected.

12.6 Applicable Law - Courts with Jurisdiction

The contract between LOGICSALE and the CLIENT shall be governed by and interpreted in accordance with English Law and the English Courts shall have jurisdiction to resolve any disputes between the parties.