logicscan GmbH

General Terms and Conditions

Applicable from June 14th, 2017

1   Preamble; Information about logicscan GmbH; Applicability of Terms

The company logicscan GmbH (hereinafter referred to as: LOGICSCAN)

Directors	Christian Gaugel, Daniel Markwa, Felix Kovac
Commercial Registry:	AG Köln, HRB 91508
Contact:	service@logicscan.us
Website:	https://www.logicscan.us

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 manage their articles 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 LOGICSCAN are exclusively subject to these GTC, unless in particular cases agreed otherwise in writing. Different GTC of the CLIENT shall not apply. LOGICSCAN is legally and financially separate to and independent of AMAZON. LOGICSCAN is also not an agent of AMAZON.

2   Subject Matter: Description of the LOGICSCAN SOFTWARE

2.1   This contract relates to the use of the SOFTWARE developed by LOGICSCAN and operated on LOGICSCAN 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.

2.2   With this SOFTWARE, the CLIENT is able to track information about articles which are published on AMAZON.

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 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. If the CLIENT ceases all operations, for whatever reason, the contractual relationship between the CLIENT and LOGICSCAN and the CLIENT's obligations under this contract will not be affected, unless or until terminated in accordance with clause 5.

3.2   The CLIENT must provide accurate information about his identity and address. The CLIENT must promptly notify any changes that may arise regarding this information to LOGICSCAN and update the SOFTWARE.

3.3   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.

4 Free Trial Period; Monthly Fee Contract

4.1 Free Trial Period

The contractual relationship between the CLIENT and LOGICSCAN always begins with a one- time trial period of 10 days. For this purpose LOGICSCAN 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 confirmation of the registration e-mail 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 LOGICSCAN free of charges. During the whole trial period LOGICSCAN 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. 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 Monthly Fee Contract

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

The conclusion of the Monthly Fee 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 (1, 6 or 12 months) and must confirm his selection.

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

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 LOGICSCAN 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 the monthly fee 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, LOGICSCAN 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 LOGICSCAN is overdue by more than eight bank working days.

In the event of termination by LOGICSCAN in accordance with this clause 5.3, if the CLIENT still owes LOGICSCAN 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 LOGICSCAN by the CLIENT.

5.4 Form of Notification of Termination

The notice of termination shall be given only in writing and by email.

5.5 Consequences of Termination

Upon termination of this contract, for whatever reason, LOGICSCAN can dissolve the personal account of the CLIENT and delete the account.

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.

6   Remuneration; Default of Payment by the CLIENT

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

6.1.1   The CLIENT shall pay the detailed itemized remuneration to LOGICSCAN for the use of the SOFTWARE.

The remuneration depends on the number of articles the CLIENT wants to track and on the chosen initial contract duration.

6.1.2   The set-off against a claim of LOGICSCAN 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 LOGICSCAN.

6.2   Terms of Payment and Arrangements

The payment to LOGICSCAN is due immediately upon invoicing.

As payment method between LOGICSCAN 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. LOGICSCAN 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, LOGICSCAN 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. LOGICSCAN 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 fourteen days after the date of the invoice to the bank account of LOGICSCAN.

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.

6.3   Default by the CLIENT

6.3.1   In the event of late payment by the CLIENT, LOGICSCAN 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 and to withdraw the CLIENT's access to the SOFTWARE. LOGICSCAN will inform the CLIENT immediately about the stopped services. The right to remuneration of LOGICSCAN will not be affected by stopping the services.

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

6.3.2   If the CLIENT pays the amount due, the access to the LOGICSCAN 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 german bank holiday.

LOGICSCAN 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 LOGICSCAN. If the payment is not made in time, LOGICSCAN is entitled to block the access of the CLIENT to the SOFTWARE again.

LOGICSCAN 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). LOGICSCAN 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.

6.4 Additional benefits of LOGICSCAN

If LOGICSCAN provides additional services that go beyond the benefits payable under these GTC, LOGICSCAN 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.

6.5 Invoice delivery

LOGICSCAN 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, LOGICSCAN 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.

6.6 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 LOGICSCAN are the exclusive property of LOGICSCAN. These GTC do not constitute a transfer of ownership to the CLIENT.

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

User Restrictions

7.2 The CLIENT is not permitted to copy the websites of LOGICSCAN 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.

8 Warranty and Liability

8.1 The CLIENT is obliged to inform LOGICSCAN 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, LOGICSCAN 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 LOGICSCAN 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 LOGICSCAN is liable toward the CLIENT for damages, except in case of breach of contract, only if and to the extent LOGICSCAN, his legal representatives, officers or other agents acted with intent or gross negligence. In the case of breach of contract LOGICSCAN is liable for any culpable behavior of its legal representatives, officers or other agents.

8.5 The liability of LOGICSCAN is limited except in cases of gross negligence or wilful misconduct of LOGICSCAN, 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 LOGICSCAN 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 LOGICSCAN in full on demand for any losses and expenses incurred by LOGICSCAN 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.

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 LOGICSCAN. If such an event occurs, the CLIENT will not have claims against LOGICSCAN, as long as LOGICSCAN informed the CLIENT within 24 hours of the event and its consequences.

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

8.7.3 LOGICSCAN is not liable for the integrity, completeness, accuracy, precision and update of the information and database that AMAZON provides. LOGICSCAN has no copyright or other rights regarding the information and data from AMAZON. This information and data are the exclusive property of the company AMAZON.

8.8 The liability of LOGICSCAN 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 LOGICSCAN, 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 LOGICSCAN shall not be liable for the suitability of the SOFTWARE for the needs of the CLIENT. LOGICSCAN does not guarantee complete accuracy of the CLIENT and

does not assume any responsibility for this.

8.10 LOGICSCAN 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 LOGICSCAN because of the above mentioned reasons do not arise, if LOGICSCAN informed the CLIENT within 24 hours of the incident and its consequences.

If the CLIENT paid compensation to LOGICSCAN for periods after the event, LOGICSCAN 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 LOGICSCAN, 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 LOGICSCAN. During maintenance work, the data of the CLIENT is not updated. Claims of the CLIENT due to maintenance work of this kind are excluded, except for the case that LOGICSCAN 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 LOGICSCAN 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

LOGICSCAN 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.logicscan.us 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, LOGICSCAN 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 LOGICSCAN because of this. If LOGICSCAN 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

LOGICSCAN 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 LOGICSCAN and AMAZON etc.). The collected personal data is used for administrative purposes within the SOFTWARE and its optimization. The use is intended for LOGICSCAN only.

LOGICSCAN reserves the right to provide these data their agents or third parties if such a notice is necessary for contractual compliance with these GTC. LOGICSCAN 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, LOGICSCAN is not liable.

11.2 Data Security

LOGICSCAN 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 LOGICSCAN sites (accessed pages, date and time of access, etc.). This information can be read by LOGICSCAN 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 LOGICSCAN 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 LOGICSCAN, kept as evidence and stored.

12.2 Entire Agreement, Variation and Waiver

These GTC, together with LOGICSCAN'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 LOGICSCAN 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

LOGICSCAN 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 LOGICSCAN.

12.4   Invalidity

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

12.5   Applicable Law - Courts with Jurisdiction

Except for LOGICSCAN'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.

The contract between LOGICSCAN 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.