

Terms and Conditions

As of August 10th 2010

§ 1. Subject matter of the contract

eKomi develops and runs an intelligent software solution (in the following called "eKomi customer review system"), its implementation provides companies with the opportunity to collect real customer feedback and evaluation for their goods and services. The contractual relationship between eKomi and shop owner permits the online shop to display all customer feedback posted on a specific web page which is hosted by eKomi. If necessary, eKomi will provide a mediation procedure to solve discrepancies between customer and online shop. The contract between eKomi and the shop owner is without concern for the shop's customers. In the following allocation of eKomi's customer review system as well as company's responsibilities will be regulated.

§ 2. Registration

2.1 The Terms and Conditions are solely applicable to legal or commercial unconfined, contractually capable people, entrepreneurs or companies who run an online shop.

2.2 The company applies for the use of eKomi customer review system via an online application form and expresses simultaneously with the application that it acts in an entrepreneurial or commercial function only. Furthermore, the company agrees with all terms and conditions by checking the box for terms and conditions or by signing the contract.

eKomi will request the following information:
Company, First name, Surname, Country, Street & Number, Post Code & City, Telephone Number, E-mail address, Date for implementation, Technical contact person for the installation of eKomi, Shop name, Shop address, Shop software, Credit card details, Credit cardholder, Credit card number, Credit card expiration, Credit card security code. The asked information is to be provided truthfully and complete.

The application can be turned in either electronically, by mail or fax to the branch office of eKomi in Germany. By complying with the terms and conditions online or by signing the contract which is then sent in by mail or fax, a legally binding contract will be established between the company and eKomi. If data changes from the day the contract has been signed, the company is obligated to inform eKomi immediately.

§ 3. eKomis services

3.1 eKomi differentiates between three standardized services which are provided during duration of the contract: eKomi Starter, eKomi Professional, eKomi Professional PLUS with its different service options.

3.2 eKomi warrants the company use of eKomi customer feedback, eKomi visitor feedback, eKomi market research, eKomi social connect, eKomi product evaluation. Therefore, eKomi provides software to enable the collection, management, and representation of customer reviews.

The complete functions of either of the provided services can be reviewed at any time on eKomis website (<http://www.ekomi.co.uk/uk/products>).

3.3 Collected customer reviews by eKomi will be evaluated editorially according to eKomi's review guidelines with regards to validity. Valid reviews will be implemented into the review profile of the company.

3.4 eKomi allows the company to use the eKomi seal, which is provided according to specific quality guidelines which are available in the customer service section as free download.

3.5 All server and system components of eKomi's services will be run in a network with redundant computers. Using up to date technology the company's configuration will be secured. Furthermore, eKomi performed maintenance duties in regular intervals.

Service Procedure:

3.6 eKomi Ltd. enables shop owners to offer their customers the possibility to rate their performance.

3.6.1 eKomi checks the ratings and comments and publishes them given the review does not imply or contain offensive content or defamation according to European law.

eKomi does not guarantee to consider all or any violations against said law, but will advise as appropriate.

3.6.2 Where a shop owner has reasonable doubt as to the legality of specific feedback he or she may contact us for resolution.

3.6.3 The free expression of opinion as such will generally not be assailable. The aim of eKomi is to provide customers and visitors genuine feedback about your service. When a shop receives negative feedback, the owner of the online shop has the opportunity to start and utilize eKomi's mediation procedure within a period of five days.

3.6.3.1 In this context 'mediation procedure' means that an online shop owner may contact eKomi via the eKomi platform in order to raise objection against feedback he considers to be negative and unfair.

3.6.3.2 The online shop owner has the opportunity to offer constructive arguments against any relevant negative feedback. In such a case, the customer concerned will be informed about the mediation via e-mail and will be asked to enter into a dialog with the shop representative. A customer has no obligation to accept this invitation.

3.6.3.3 In most cases a satisfactory solution is found by this dialog. Furthermore, the customer can then decide whether to withdraw his original negative feedback and/or to post new feedback.

3.6.3.4 In the rare case when a direct clarification is not possible, the shop owner may ask eKomi to open a mediation procedure. In this case both parties will be assisted by eKomi mediators throughout the whole process.

3.6.4 Each item of feedback which is not in contradiction with the legal premises mentioned under 3.6 will be linked on the sales webpage of the online shop for the duration of the contract. After the termination of the contract the link will be removed and the feedback no longer available.

3.7 eKomi customers are prohibited from manipulating any feedback. If this rule is infringed, eKomi reserves the right to cancel the integration of the widget.

3.8 There is no business relationship between eKomi and the customers of the online shop.

3.9 In order to meet its contractual duties eKomi will have access to all allocated web pages and all graphics of eKomi.co.uk (e.g.: eKomi widgets and seals) and we reserve the right to change widget and certificate pictures and designs if we have the need to do so.

§ 4. Responsibilities of the Company (Shop Owner)

4.1 Under no circumstances is the company allowed to utilize eKomi's customer review system incorrect, especially not by using self constructed positive feedback which may cause a certain effect. The company is also prohibited to perform acts which may exclude negative feedback from the feedback review system.

4.2 The company refuses to attempt any activities that are designed to manipulate, to impair or to complicate eKomi's customer review system.

4.3 The company is responsible to secure log in data (user name, account password and interface) against unauthorized third parties. eKomi is to be informed immediately if abuse of confidential data is suspected by the company.

4.4 The company is prohibited to offer, provide or distribute content on its website which may be illegal, discriminating, racist, offensive, glorifying violence, or of pornographic content.

4.5 The company is responsible for the kind of customer language used and if necessary the compliance of its customers in terms of privacy statements.

§5. Improper Use

eKomi is entitled to disable the display of customer review profile on the company's website, to deny or limit the access to the customer review system or cancel the contract without further notice if the described requirements in §4 are not fulfilled.

§6. Contract Period, Contract Termination, Upgrade

6.1 The contract period begins when eKomi confirms the receipt of the company's application via E-Mail. However, the policy period starts with the technical implementation of the services ordered by the company.

The company is obligated to grant eKomi access to a contact person, data and information in order to perform the technical implementation of the agreed upon service.

In the event that the implementation is not possible within four weeks, the policy year will begin four weeks after the contract period has begun, which only applies if eKomi is not responsible for the delay.

6.2 The owner of the online shop can test eKomi free of charge for one month.

The test period begins once the technical implementation of eKomi in the online shop has been completed – whether the owner has placed the widget on his shop or not is not relevant. If there is no written cancellation, at least 3 days before the expiration of the test period by fax or post the contract will be extended for a period of 12 months. Any cancellation should explicitly state that the online shop is no longer interested in using eKomi's software.

6.3 For the 12 months following the free test period, the costs will be determined by the conditions described in §7. The parties can terminate this 12 month contract by giving three months notice before its expiration. If no termination procedure has been initiated within this time frame, the contract is automatically prolonged for a further 12 months. Cancellation must be sent written via fax or post.

6.4 Contract provided by eKomi are subject to charge and have a minimum contract period of 12, 24, 36 or 60 months depending on the agreed upon duration. The parties can terminate this 12 month contract by giving three months notice before its expiration. If no termination procedure has been initiated within this time frame, the contract is automatically prolonged for a further 12 months. Cancellation must be sent written via fax or post. Included in the termination of the contract is the right to use eKomi's customer review system.

6.5 The right to cancel the contract for good cause is not affected by this rule (§ 6.3). Good cause is considered when the continuance of the contractual time period, taking into account all circumstances of the particular case and with balanced judgment of mutual interests, is no longer reasonable for the cancelling party.

6.6 An upgrade can be installed at any point in time of the contract period. The day an upgrade is installed is the last day of the previous service and the new contract year with the superior service starts simultaneously with the agreed upon duration of service.

§ 7. Prices, Terms of Accounting and Payment

7.1 The company is responsible to pay a onetime implementation fee for the installation of eKomi Starter, eKomi Professional and eKomi Professional PLUS. The fee is to be paid at the beginning of the contract period. This also applies if the company

has decided to upgrade. The company is required to pay another installation fee if the URL changes or the company decided to utilize different software which is independent of the services provided by eKomi.

7.2. Payments with regards to the use of eKomi Starter, eKomi Professional and eKomi Professional PLUS are to be made at the beginning of each month unless a yearly payment has been agreed upon.

7.3 In addition to the user fee, an additional fee is applicable if the order volume exceeds the services paid for. The fee and volume depend on the scope of services which can be reviewed at: <http://www.ekomi.co.uk/uk/products>.

7.4 The conclusion of the contract enables eKomi to collect payments at the expense of the provided bank account using debit notes. In the event that the bank account does not provide enough coverage to pay the bill, the bank is not to be held responsible for encashment. Portioned encashment in debit procedures shall not be made.

7.5 eKomi is entitled to charge a fee of 20 Euro per returned debit note. The company is entitled to prove that the damage or the resulting claims of compensation are lower than the allowance.

7.6 Bills are to be paid immediately when access is granted. The company is obligated to pay all bills within a time frame of two weeks.

7.7 eKomi is authorized to charge interest of delay of 6% above the base rate according to ECB.

7.8 eKomi reserves the right to block the company's customer review system if the company is behind with its service payments.

§8 Warranty and Liabilities

8.1 eKomi Ltd. assumes liability to its contract customers for damages only if and as far as its legal representatives, executive employees or other servants are charged with premeditation or gross negligence. Excepted is the breach of any major contractual duties.

8.2 Besides any premeditation or gross negligence on the part of any legal representatives, executive employees or other servants of eKomi Ltd, any liability is limited to the typical damages which

could have been foreseen when closing the contract.

8.3 Liability for the replacement of consequential damage would only exist in the case of premeditated or gross negligence of legal representatives, executive employees or other servants of eKomi Ltd.

8.4 eKomi cannot be held responsible for minor neglect of duties, only if they concern no substantial contractual duties, human life, health, body or concern the product liability act. The same applies for vicarious agents.

8.5 If negligence of duties applies, eKomi's liability is limited to the total amount to be paid by the company which the company is required to pay according to the contract. However, excluded are atypical contractual damages, subsequent deficiency damages and/or loss of revenues.

8.6 If eKomi Ltd. supplies technical advice or acts as a consultant out of the contractual scope of services agreed, this is free of charge, to the exclusion of any liability.

8.7 eKomi Ltd. cannot be held responsible for the decline or stagnation of sales after the implementation of the eKomi product, nor for any negative feedback or the unsuccessful result of a mediation procedure.

8.8 eKomi cannot be held responsible, and is not liable, for any software problems in the online shop related to the installation of the eKomi software, nor any possible server outage and resulting consequential defaults.

8.9 eKomi Ltd does not guarantee accessibility to the website at all times.

8.10 The shop owner indemnifies eKomi Ltd. against all claims for damages, liability claims and any costs which result from claims by customers of the said online shop on account of any unsuccessful mediation procedure, a delay in the clearance time or cancellation of feedback caused by the shop's owner. The same applies to any costs caused by the shop owner in neglecting to inform

his customers about any aspect of the feedback system, including the actual supplying of feedback, the deadline to supply feedback and the mediation process.

§ 9. Final Provisions

9.1 The court of jurisdiction for all possible legal disputes from the business relation between eKomi Ltd. and the online shop is situated in the location of the eKomi Headquarters in Berlin.

9.2 The relations between eKomi Ltd., headquartered in Germany, and the customer, exclusively are subject to the jurisdiction of Germany.

9.3 Customer reviews being published on eKomi's customer review sites remain eKomi's property. eKomi is authorized to publish these reviews in search engines and social communities. All end customer data, meaning data of people that registered voluntarily at eKomi remain eKomi's property and will not be released to the shop owner.

9.4 The companies will be provided with a written notification of any changes with regards to terms and conditions and pricing (§ 126b BGB). If one of the contract party does not contradict the new General Terms and Conditions within a period of two weeks after the receipt of the written notification, the General Terms and Conditions will be deemed as being accepted.

9.5 Clarifications, explanations and terminations regarding the contract are valid only if they are turned in written.

9.6 If one of these regulations regarding terms and conditions becomes invalid all others will remain intact. The invalid regulation is regarded as substituted if the alternate regulation is in economic and legal proximity of the invalid regulation. The same applies for potential loopholes in the regulation.

These are the terms and conditions for the use of payable services provided by the German branch office located at Markgrafenstr. 11, 10969 Berlin, Executive Directors Michael Ambros and Marcus Ross, Handelsregister: HRB 114654 B – Amtsgericht Charlottenburg.

Main office of eKomi located in Great Britain, 5 Jupiter House, Calleva Park RG7 8NN Aldermaston, Reading Berkshire, United Kingdom, represented by Directors Michael Ambros and Marcus Ross.