

# LOGICSALE EUROPE LTD

## General Terms and Conditions

### Applicable from April 1, 2015 exclusively for clients physically based in the U.S. or Canada

Version: 01.04.2015 ID: SBA-GTC-USCA

#### 1 Preamble; Information about the logicsale Europe Ltd; Applicability of Terms

The company logicsale Europe Ltd. (hereinafter referred to as "LOGICSALE"),

Street: Great Hampton Street 69  
Zip code: B 18 6Ew (West Midlands)  
Location: Birmingham, United Kingdom

Legal representation: Directors Michael Näther and Michael Kirsch  
Registration court: 07065091 = company No. 07065091

Contact: [service@logicsale.com](mailto:service@logicsale.com)  
Web addresses: <http://www.logicsale.com>

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 The 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 himself. 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, unless the CLIENT actively does changes in inventory quantities in the SOFTWARE or he configures the SOFTWARE in such a manner so that it processes changes in the inventory quantities made by the CLIENT in a CSV file that is sent to and processed by the SOFTWARE and then transferred to AMAZON. 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 as well as use the prices as a basis for calculating the remuneration, the CLIENT is obliged to grant LOGICSALE access to his AMAZON account data (login name and password) and deposit these in the SOFTWARE for the duration of the contract. The CLIENT is responsible for ensuring that the information stored in the SOFTWARE granting access to his AMAZON account are valid and current. Any changes shall be registered immediately in the SOFTWARE by the CLIENT. LOGICSALE is hereby authorized to access the CLIENT's AMAZON account for the purpose of price optimization and calculation of the commission.
- 3 *Necessary Pre-Conditions of the CLIENT for using the SOFTWARE and Obligations of the CLIENT*
- 3.1 The CLIENT must have a valid "Seller Central Account". The CLIENT must also be of legal age and enjoy full legal competence.
- 3.2 The CLIENT makes sure to provide accurate information about his identity, address and the product items he wishes to sell on the AMAZON platform. The CLIENT ensures to promptly announce any changes that may arise regarding this information toward LOGICSALE and update the SOFTWARE.
- 3.3 The CLIENT ensures not to 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 provisions of the Consumer Code or the Intellectual Property Code;
- 3.4 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; Contract*

##### 4.1 Free Trial Period

The contractual relationship between the CLIENT and LOGICSALE always begins with a one-time trial period of 15 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 15-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 15 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 flat rate 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 contract is renewed for the initial term selected by the CLIENT, if it has not been previously terminated by the rules in section 5.2 of one of the parties. If the CLIENT has chosen an initial period 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 be calculated here as early as 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 deadline for the proper cancellation of the contract is 30 days prior to the expiration of the initially selected contract duration. After the initially selected duration has concluded, the notice for the orderly termination of contract is 30 days. As specified in Section 6 of these GTC the CLIENT owes compensation until the end of the contract, regardless of whether and to what extent he actually uses the SOFTWARE.

#### 5.3 Termination for Cause

Extraordinary termination for good cause remains unaffected by the provision in section 5.2. For LOGICSALE the following are considered an important reason:

- a) the opening of insolvency proceedings over the assets of the CLIENT or the placement of an application for opening of insolvency proceedings or the rejection of a request for lack of assets;
- b) the violation of essential provisions of these GTC by the CLIENT despite warning or
- c) if the CLIENT is in default by more than 8 days with the monthly fee owed to LOGICSALE, despite reminders.

In case of a justified immediate termination by LOGICSALE, the CLIENT still owes LOGICSALE compensation for damages encountered as a consequence of the termination. Here, the average of the bills of the last three months before the termination serve as a basis for calculation, or if the contract is lasting less than three months at the time of termination, the amount of the bill during the last month before the notice of termination, serves as basis.

#### 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 are reset after the expiry of the contract period to the original prices (i.e. before the start of the contract period).

If the CLIENT does not want this, he has the option to stop the price optimization in his personal account in the SOFTWARE, before the end of the contract period. The prices then remain on the level of the last optimization.

### 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 is obliged to pay the in detail itemized remuneration in Section 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 retroactively 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 article 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 serve 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 compensation 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 Right before closing the contract with the offered services of the logicsale Europe Limited , the client will submit his overall amount of his sold items (on his amazon U.S. or Canada Seller-central account) within the last 30 days, counting backwards from the day of the contract confirmation in order to determine the exact basis for his invoice fee by writing a letter or an email. The determined basis for the invoice fee will be constant each month during the contract duration.

The amount of compensation depends on the current price list of LOGICSALE which is published on the [www.logicsale.com](http://www.logicsale.com) website and also within accessible PDF File right before closing the contract on the contract closing screen.

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 compensation 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 Should the CLIENT not fulfill the regulation as stipulated in article 2.4 of these GTC, to provide LOGICSALE with the login data in order to gain access to his AMAZON account, and can the SOFTWARE therefore not identify the number of items sold, in accordance with Section 6.1 of these GTC, in the respective billing period the compensation is calculated from the total number of customer reviews that the CLIENT has received in the accounting period on the AMAZON platform. The determined number of reviews is multiplied by a factor of 7 and the price per item as specified in article 6.1.3. In addition a processing fee for the manual determination of the number of ratings including a risk premium deviation (variance surcharge) is charged. The above mentioned provisions do not apply if the CLIENT can prove that he was not responsible for the breach of the obligation to inform LOGICSALE.

6.2.2 The CLIENT has the possibility 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 compensation is calculated according to article 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 (article 6.1). LOGICSALE can claim a fee according to the price list for this manual billing, the variance surcharge pursuant to no. 6.2.1 is then cancelled. Is the newly created bill less than the original bill, based on the invoice issued according to article 6.1 and was the original bill already paid, then the CLIENT will receive a corresponding reimbursement. LOGICSALE will determine on its own 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 toward LOGICSALE that his AMAZON account is permanently shut off, so that he cannot perform any sales anymore through the AMAZON platform, LOGICSALE will only charge the minimum remuneration according to the price list, beginning with date of the statement and following calendar month until the termination of the contract. This does not apply if the CLIENT changed account data according to article 6.6.

## 6.3 Terms of Payment and Arrangements

The remuneration of LOGICSALE is always due immediately upon invoicing. 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. LOGICSALE pulls 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 did not incur or that it is significantly lower than the calculated fee. LOGICSALE retains the right to provide 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 invoice has been issued 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 of 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) calculate interest at the rate of 8 percentage points above the base rate;
- b) to collect overdue fines according to the price list and
- c) to stop all services associated with the SOFTWARE, especially the price optimization, regardless of the form and its progress, and to withdraw the CLIENT's access to the SOFTWARE. LOGICSALE will inform the CLIENT immediately about the stopped 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 due amount, the access to the LOGICSALE SOFTWARE will be enabled again no later than within one week day of receipt of payment. LOGICSALE is entitled to request a reasonable deposit by the CLIENT. An amount equal 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 bill on the deposit three months after termination of the contract at latest and eventually refund 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 separate compensation 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. Especially 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 on the original Amazon account or even 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 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 is entitled and obliged to improve the defects immediately after the occurrence of the defect, if the CLIENT acted and complied in accordance with article 8.1. Uncontrollable technical conditions that cannot be controlled by LOGICSALE 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 willful misconduct of LOGICSALE, his legal representative, officer or other agents, to the damage amount typically foreseeable at the closure of the contract. 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, the CLIENT published through 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 present 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, regardless 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 compensation to LOGICSALE for periods after the event, LOGICSALE is obliged to 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. 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 in the power range of the CLIENT or because of his Internet access that hinders the use 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 the SOFTWARE temporarily or permanently after a timely 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 is obliged to 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 (9 AM till 6 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 the maintenance work is performed during a wrong time or take longer than technically necessary.

## 9 FORCE MAJEURE

In the case of force majeure the present GTC and obligations of the parties do not apply. If the SOFTWARE interruption 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 time of notice of at least four weeks is kept before the change. The announcement of the



amended GTC is made by posting a notification on the website [www.logicsale.com](http://www.logicsale.com) stating the effective date of publication and by e-mail notification the CLIENT receives. 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 *Others*

### 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's the CLIENT 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 Writing Requirement; Non-Exercise of Rights

These GTC govern all obligations of the parties concluded. Other agreements require the written form. This also applies for a waiver of the writing requirement. Should one of the

parties not allege failure to perform or improper performance of a contractual obligation, the responsibility of the other party, so this does not mean that the party will not enforce their rights or the fulfillment of the other obligations under this contract. Such late or omission to exercise cannot be understood as a waiver of the exercise of that right. For warranty rights of the CLIENT apply article 8.

### 12.3 Assignment

LOGICSALE reserves the right to assign the rights under GTC without notice to any other legal entity.

### 12.4 Applicable Law - Courts with Jurisdiction

The place of jurisdiction of LOGICSALE is Birmingham, United Kingdom. It is only the law of the United Kingdom applicable, except in cases where otherwise agreed. For all legal disputes between the parties, Birmingham is the place of jurisdiction if both parties are merchants, legal persons under public law or public law special funds.