



Tsuseki General Terms and Conditions of Business

Nexico Consulting GmbH

Revision: 01.04.2010

§ 1 Scope

The following General Terms and Conditions of Business form a component of any contract concluded between nexico Consulting GmbH, Hansestrasse 21, 18182 Bentwisch/ Germany (hereinafter referred to as Supplier) and the users of the Tsuiseki Tracking and Data analysis system software (hereinafter referred to as Users) and also their successors in title.

§ 2 Contractual aim

The Supplier makes the Tsuiseki Tracking and Data analysis system available to the User for use. This enables the User to evaluate the "Traffic" on its Internet presence from various points of view. The primary function of the Tsuiseki Tracking and Data analysis system is evaluation of traffic and detection of click fraud.

§ 3 Conclusion of contracts

1. A contract granting the right to use the Tsuiseki Tracking and Data analysis system shall be concluded by an application from the User using the established electronic process, stating the data required for the application, followed by an email containing the data required for use sent by the Supplier.
2. The Supplier reserves the right to refuse an application in an individual case.

§ 4 Right of use

The Supplier grants the User a simple, non-exclusive, non-transferrable right, limited to the term of the contract, to use the Tsuiseki Tracking and Data analysis system software.

§ 5 Duties and obligations of the User

1. Upon application the User shall provide the required data in full and as accurately as possible. The Supplier is to be notified of any changes immediately.
 2. The User undertakes to comply with the current legal provisions in the use of the Tsuiseki Tracking and Data analysis system. The User undertakes in particular not to infringe any rights of third parties and comply with the applicable criminal legislation.
 3. The User shall be liable for violations of the law as defined in § 5 Sec.2 of these General Terms and Conditions of Business, insofar as he is at fault.
 4. The User may only use the data and analyses of which he becomes aware through the use of the Tsuiseki Tracking and Data analysis system for his own use. The User is not permitted to allow third parties to use the Supplier's services.
 5. The code made available to the User by the Supplier for the use of the Tsuiseki Tracking and Data analysis system must in the first instance be adapted by the User so that the system can be used. No additional processing or transfer of the code to third parties is permitted. Furthermore the User is not authorised to decompile the code.
-

§ 6 Remuneration

The amount of the remuneration payable for the use of the Tsuiseki Tracking and Data analysis system will be established by individual contract or depending on the chosen package from the Tsuiseki website. The Supplier shall send the User an individual quotation for this purpose or the User will select a package during the registration process at the Tsuiseki website.

§ 7 Contractual period/ Termination

1. The contract between the Supplier and User is in principle concluded for a period depending on the chosen package from the Tsuiseki website or depending on the individual contract offered by the Supplier.
2. The contract may be terminated by any contractual partner by observing a notice period of three working days at the end of the contract term or the probationary period. If the contract is not terminated, or is not terminated on time, it shall automatically be extended for one month. The notification must be made by mail to the address sales@tsuiseki.com.
3. This does not affect the right to exceptional termination. An exceptional right of termination is granted for example, if the User violates his duties and/or obligations arising from § 5 of these General Terms and Conditions of Business.

§ 8 Liability

1. In the event that the Tsuiseki Tracking and Data analysis system or other services supplied by the Supplier are defective, the Supplier shall be liable under the guarantee regulations stated in the SLA (Service Level Agreement). If a case is not covered by the guarantee regulations stated therein, the guarantee rights under a leasing agreement (§§ 535 et seq. German Civil Code [BGB]) shall apply.
2. For claims other than arising from injury to life, limb and health, the Supplier shall only be liable insofar as these are based on an intentional act or act of gross negligence or upon a culpable violation of an essential contractual obligation by the Supplier, its employees or violation of obligations in contractual negotiations and arising from the taking of unauthorised action. More extensive liability to compensation is excluded.
3. The liability is restricted to claims that are typically foreseeable upon conclusion of the contract and otherwise limited in terms of amount to average claims typical to the contract except in the case of premeditated or grossly negligent conduct, the violation of a cardinal duty or injury to life, limb and health by the Supplier, its employees or its agents. This shall also apply to indirect losses, in particular loss of profit.

§ 9 Data protection

The data protection information from the Supplier shall apply to data protection.

§ 10 Applicable law / Final provisions

1. German Law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This does not affect mandatory provisions of the state in which the User has his habitual residence.
 2. Should individual provisions of the contract, including these General Terms and Conditions of Business be or become invalid in full or in part, or should the contract contain regulatory loopholes, this shall not affect the validity of the remaining provisions or sections of such provisions. The contractual partners agree to replace the invalid provision by a valid provision which best corresponds to the objectives of the contractual partners in financial terms. This shall also apply in the event of a loophole in the contract.
 3. If the User is a trader, a corporate body under public law or an investment fund under public law, the place of jurisdiction and place of performance shall be the registered office of the Supplier.
-

nexico Consulting GmbH
Hansestrasse 21
18182 Bentwisch
Germany

sales@tsuiseki.com