

General Business Terms and Conditions of Use

for Publishers on the platform Shareifyoulike

1. Scope

- 1.1 These General Business Terms and Conditions of Use for Publishers apply to registered users of the shareifyoulike.com internet platform (property of shareifyoulike GmbH, hereinafter referred to as "Shareifyoulike") who wish to access, download and distribute content provided on our website shareifyoulike.com and publish such content on their websites, blogs, social networking accounts (hereinafter referred to as "Publishers") and other forms of electronic media as well as all related services offered and rendered by Shareifyoulike.
- 1.2 These General Business Terms and Conditions of Use for Publishers apply exclusively to all registered users unless specifically modified and agreed upon by Shareifyoulike in writing.

2. Services

Shareifyoulike offers Publishers access to a web-based platform that contains content (campaign material) which has been provided by our clients to be embedded and shared on the Publisher's websites, blogs, social networking profiles and other forms of electronic media (hereinafter referred to as "Channels"). In return for integrating and sharing this content through independent personalised Internet streams, Publishers will qualify for a specified remuneration from the advertising budgets dedicated to each campaign by our clients. Shareifyoulike's services for Publishers are free of charge.

3. Registration, Conclusion of Contract

- 3.1 Prior to taking part in content distribution the Publisher is required to register for access to the platform and establish an account for verification by Shareifyoulike.
- 3.2 Publishers can register on the platform directly by supplying their email address and a password. If the Publisher reaches the Shareifyoulike.com platform via a social network, the so-called "One-Click" registration process enables registration using the respective social network's log-in data.
- 3.3 Generally, persons underage or of limited contractual capacity may not register to use the platform. Underage persons may be permitted by Shareifyoulike on an individual basis if a written declaration of consent signed by the respective parents or legal guardians is provided.
- 3.4 Personal data and information specified about websites and target groups during the registration process must be complete and accurate. Supplying this data is essential to taking part in content distribution. In particular, no personalised third party data may be used. Publishers are required to notify Shareifyoulike of any changes in the specified data immediately.

- 3.5 The contractual agreement on the use of the platform (hereinafter referred to as "Conditions of Use") is concluded when – after sending the login or registration form – the proposed Publisher receives a confirmation e-mail from Shareifyoulike containing the Conditions of Use and indicates acceptance by clicking on the confirmation link in the email.
- 3.6 Publishers have no entitlement to admission to the platform. Shareifyoulike reserves the right to refuse registration at any time.

4. Activation and Blocking of Channels

- 4.1. After clicking the link in the confirmation email the Publisher gains access to the platform – subject to the registration being accepted – and may view information on past, current and future campaigns.
- 4.2 The Channels specified by the Publisher during registration (cf. paragraph 2) will be assessed for suitability by Shareifyoulike before activation. In general, blogs, websites and channels on social networking sites that are public and not protected by password are permitted. Certain Channels are not supported by Shareifyoulike. A complete listing can be found in the the "FAQ" under the "2. Channels" heading.
- 4.3 A Publisher's personal profiles are permitted exclusively. Third party profiles or those of fictional persons may not be used. A Publisher may register several channels if they are administrated personally. In the case of a social networking profile it must be evident that that the Publisher has the necessary administrative rights. If uncertain, Shareifyoulike can require the Publisher to send a screenshot confirming administrative rights. If a Publisher administers more than 10 channels per social network, it is possible to register them following prior consultation. In this case, the Publisher must contact Shareifyoulike.
- 4.4 Publishers are informed by email when a Channel is activated for use in content distribution. There is no entitlement to Channel activation. Shareifyoulike reserves the right to deny access or deactivate any Channels displaying the following characteristics:
- Shareifyoulike's content is featured predominantly
 - excessive proliferation of commercial spam / used mainly for commercial purposes
 - contacts (followers, friends, likes) generated by related service providers
 - channel cooperates with websites for generating likes, fans or followers
 - too new to be evaluated
 - too little activity or containing too little content
 - untended, lacking updates or outdated
 - thematically not in line with Shareifyoulike's content in general

- 4.5 It is the Publisher's responsibility to make sure that registered channels are free from characteristics mentioned in paragraph 4.4, suitable for the distribution of content, permitted for use by and adhere to the terms of use of the Channel's operating company. All information specified in the course of Channel registration must be complete and accurate. Manipulated, artificially generated and all other kinds "Fake"-Channels are not permissible.
- 4.6 If the Publisher is in culpable violation of the obligations and prohibitions outlined in paragraph 4.5 Shareifyoulike reserves the right to block the Publisher from the Platform immediately or terminate the contractual agreement extraordinarily (cf 15.) Shareifyoulike also reserves the right to claim damages from the Publisher.

5. Access and Log-in Data

- 5.1 Log-in data (user name or email address and passwords) are intended solely for use by the Publisher and may not be divulged to a third party under any circumstances. Access and log-in data must remain confidential at all times in order to prevent unauthorized use of the platform.
- 5.2 Shareifyoulike must be notified immediately if a Publisher becomes aware of or suspects potential misuse of log-in data. In case of evident or suspected misuse, Shareifyoulike reserves the right to immediately deny access to the platform. The Publisher will be held responsible for all consequences arising from misuse of log-in data, especially with unauthorized use resulting from negligence. Liability ceases only after the Publisher has informed Shareifyoulike of unauthorized use and has changed passwords where necessary.
- 5.3 Shareifyoulike reserves the right to cancel or block a Publisher's access to the platform in the event of any breach of these Conditions of Use in particular if
- incorrect information was submitted during registration
 - log-in data – especially the password – has been disclosed in an unauthorized manner
 - misuse of the platform

Denial of access to the platform can take place either temporarily or permanently, without explanation. The Publisher may be banned at Shareifyoulike's discretion or effective immediately and the contractual agreement terminated extraordinarily and without notice. In this case, the Publisher may not re-register without express consent by Shareifyoulike.

6. Participation in Campaigns

- 6.1 Publishers have access to information about all past, current, and planned campaigns. Current and upcoming campaigns will display the remaining amount of campaign budget, the compensation model used and the amount of compensation assigned to specific channels, in order to be able to assess if active participation is an attractive option.
- 6.2 Some Campaigns are assigned as suitable for only certain Channels and may for example

be restricted to certain social networks, and not open to blogs. In some specific cases Publishers will only be allowed access for certain channels they have registered.

- 6.3 When authorised to participate in a campaign the Publisher carries out the actions described and displayed in order to integrate the campaign material to a specific channel.

7. Abuse and Misuse of Platform

- 7.1. Content may be shared only on Publisher's pages which have been activated by Shareifyoulike. It is not permitted to distribute content on websites, blogs and social networking profiles that are not among a Publisher's registered and approved Channels (cf paragraph 4). The use of "autoplay" functions on Channels for video content is not permitted.

- 7.2 The abuse or misuse of the platform by Publishers is prohibited at all times. In particular, the use of manipulated or otherwise "Fake"-Channels is not permissible (cf paragraph 4.5) Publishers may not collude with third parties or otherwise seek to augment reader access totals where the remuneration model is dependent on usage incidence figures (pay per view model) which shall be monitored by assessing individual distributor usage against average usage for individual Internet users. The use of programs or methods to manipulate and falsify traffic, views or leads is strictly prohibited.

- 7.3 In the event of any breach of conditions prevailing as described in paragraphs 7.1 and 7.2 Shareifyoulike will immediately disqualify a Publisher and exclude them from further participation in the campaign. Shareifyoulike also reserves the right to terminate the contractual agreement with such defaulting Distributors and deny any claim for payment in such instances.

- 7.3 It is prohibited to comment on content or present it in a way which is detrimental to its impact. Content may especially not be presented in contexts containing the following:

- content offensive to common decency or in violation of existing law
- pornography and sexually explicit content
- violence and weapons
- discriminating, insulting or defamatory statements

Publishers may not denigrate the content or the client in any way.

- 7.4 Additional safeguarding or usage limiting policies may be introduced for specific campaigns and are displayed along with the content on the Shareifyoulike platform. Publishers are obliged to comply with such revised guidelines when sharing.

- 7.5 Shareifyoulike reviews content distribution by Publishers regularly with regards to the provisions in 7.1. to 7.4 In the event of any violation of the conditions described above, Shareifyoulike will immediately disqualify the Publishers in question and exclude them further participation in the campaign. In this case, Shareifyoulike reserves the right to terminate the contractual agreement with the Publisher extraordinarily (cf paragraph 15) and deny any claims for payment (cf paragraph 8)

8. Remuneration / Payment

- 8.1 Shareifyoulike makes payments to the Publisher for the distribution of content as outlined below. The size of payments depend on the respective content and are always displayed in context on the Platform. Payment for content distribution requires the respective Channel to have been activated by Shareifyoulike in addition to an active budget attached to distributed content. Content and budget are displayed together on the Shareifyoulike platform (cf paragraph 6.1). The total budget available for the distribution of content is determined by the client. Shareifyoulike facilitates the recording, crediting and paying out of amounts due.
- 8.2 Shareifyoulike utilises two principal compensation models: Firstly, a standard flat fee can be offered per distribution activity (such as a video integration or posting a text with link, etc.) Secondly, usage dependent models based on activity (often "Pay per View / Pay per Click" ") can be utilised. In these, payments will be made at the end of a campaign and are measured by factors such as the quantity and scope of consumption, and retrieval rates across the internet community. Accumulated remuneration using pay per click models can have limited overall payment levels per Publisher. Shareifyoulike reserves the right to introduce different compensation models for specific content.
- 8.3 The total remuneration available to participating Publishers is determined by the campaign budget. The campaign budget is successively and gradually diminished ("used up") during a campaign as Publisher's distribution activity continues to accrue shares of the budget. Standard flat fees paid as lump sums for different types of distribution activity reduce the overall amount of budget available to each campaign. Usage dependent remuneration models such as "Pay per Click" diminish the budget each time an event triggers remuneration (i.e. an internet user watching a video).
- 8.4 When the campaign budget is exhausted and is not increased by the Shareifyoulike client, further remunerated participation in the campaign is no longer possible. "Free" or unpaid access to the campaign material is still possible and the material can continue to be downloaded by Publishers though no more remuneration can occur. This information is displayed in context with the respective content on the platform.
- 8.5 Individual accumulated credit in excess of a specified amount (10,- EUR) will become payable to Publishers on request. A charge of 0,95 EUR is incurred for every payment order. In certain cases, it can be arranged for payments to be made by monthly transfer. Publishers may use a Pay Pal account. Possible Paypal fees must be carried by the Publisher. Alternatively, payments can be made by bank transfer to a designated bank account. Payment charges for international transfers are at cost to the Publisher
- 8.6 Shareifyoulike will issue an invoice of payment due to Publishers. This will be subject to and show value added sales tax if notified as due by the Publisher (information with regards to value added sales tax obligations must be specified during registration).

9. Cessation of Campaigns

Shareifyoulike reserves the right to cease a campaign forthwith due to extraordinary circumstances. Such circumstances might comprise significant abuse by distributors (see

paragraph 7), cancellation of a campaign budget, legally imposed prohibition or other third party intervention or claims. Under these circumstances Publishers shall forfeit any financial claim arising from such ceased campaigns.

10. Rights to Content

Publishers enjoy the right to distribute content strictly according to conditions as designated by the Shareifyoulike platform. The use of content beyond these limited conditions is not permitted. Content may not be edited, translated, amended graphically, reduced or extended in length and scope or otherwise amended in any unauthorised manner.

11. Liability of Publishers

11.1 Publishers are obliged to adhere strictly to the General Terms of Business and Conditions of Use for Publishers in addition to other rules in effect on the Platform as specified by Shareifyoulike. This goes especially for the obligations and prohibitions regarding Channels (cf paragraph 4.5), the embedding of content and the prohibiting of misuse (cf paragraph 7.1 to 7.4).

11.2 The Publisher indemnifies the company (shareifyoulike.com GMBH), directors, managers and all employees from all liability and costs, including legal costs, potential and actual costs of legal proceedings and any damages determined by any Court of Law or other tribunal under any action commenced by the Publisher or any third party arising as a result of a breach of the Publishers obligations stated under paragraph 11.1. Shareifyoulike will notify the Publisher of any such claims and if possible and within reason, give the opportunity for mitigation. On the other hand, the Publisher is required to immediately notify Shareifyoulike provide all relevant information about the situation in question.

12. Liability of Shareifyoulike

12.1 Shareifyoulike will be liable to Publishers for damages that may be the result of negligence in respect of an absence of warranted performance relating to a proven breach of intrinsic contractual terms that might result in physical injury or loss of life as provided for by legal framework.

12.2 Such intrinsic contractual terms are obligations that contractual parties might reasonably expect to be in place and whose breach would be reasonably expected sufficient to render the contract inoperable.

12.3 Where such a breach is negligent but does not represent a physical danger to contracted parties then damages will be limited to losses arising from a loss of trading opportunity on the part of the Publisher.

12.4 Such liability excludes Shareifyoulike personnel.

12.5 Liability by Shareifyoulike for damages arising to Publisher out of a loss of data is revoked where such losses would have been mitigated by a competent backup of all relevant data on the part of the Publisher.

13. Information concerning the Publisher's audience

Content downloaded by Publishers which is subject to remuneration on a pay per click basis will be tracked by an integrated tracking feature in order to measure content use and access. Tracking does not permit an individual Internet user to be identified, but geo-targeted location is captured. The Publishers bears a responsibility to inform potential users of the Channels of this feature.

14. Breach of Regulations

In the event of any breach of General Terms of Business and Conditions of Use for Publishers on the Platform Shareifyoulike, Shareifyoulike reserves the right to issue a warning to the Publisher or temporarily or permanently block the user's account. Extraordinary termination of the contractual agreement between the Publisher and Shareifyoulike may result.

15. Termination of the Agreement

- 15.1 The usage agreement may be terminated by either side at any time subject to notice. Under extraordinary circumstances summarily without notice. Extraordinary circumstances effective for Shareifyoulike are especially those regarding culpable violations of the obligations and prohibitions in paragraphs 4.5, 5.3 and 7.2 to 7.4 in these Terms of Use. Any termination must be confirmed in writing which may include email.
- 15.2 Upon termination the Publisher's account will be deleted and the balance of any remuneration due will be paid over by Shareifyoulike.
- 15.3 Where Shareifyoulike has had cause to suspend or terminate Publisher's access, re-registration may not take place without the express permission of Shareifyoulike.

16. Changes to General Business Terms and Conditions of Use for Publishers

- 16.1 Shareifyoulike may modify the General Business Terms and Conditions of Use for Publishers at any time and without prior agreement. The Publishers will receive an email detailing the revised General Business Terms and Conditions of Use for Publishers, and the revised terms will be considered as adopted by the Publishers unless notification to the contrary is received by Shareifyoulike within 14 days of receipt of the notifying email. Shareifyoulike will fully inform the Publishers of the method of rebuttal, the time-limits and the result of any such rebuttal to the business relationship between the parties. In the event of dispute between the parties in these circumstances, either party may terminate the agreement with immediate effect.
- 16.2 Any such changes to the General Business Terms and Conditions of Use for Publishers by Shareifyoulike may not restrict or limit the content and scope of existing core terms of the agreement to the detriment of the Publishers or introduce new, previously not included terms and obligations.

17 Final Provisions

- 17.1 The Publisher is not entitled to offset any counterclaim against any legitimately established claim awarded to Shareifyoulike nor dispute any withholding entitlement that may be granted to Shareifyoulike arising out of the same contract.
- 17.2 The legal system that shall apply in all instances of this contract shall be that determined under German Federal Law. The application of German private international law and of UN consumer rights is excluded.
- 17.3 If the Publisher is a business or other legal entity under public law or a public body or the Publisher has no permanent residence in the German Federal Republic the seat of jurisdiction for litigation arising from or in connection with this agreement will be the Federal German State of Hamburg. Similarly the seat for performance of all matters relating to the agreement will also be the Federal German State of Hamburg.
- 17.4 If any individual provisions within the General Business Terms and Conditions of Use for Publishers prove to be unworkable or unenforceable the overall spirit and validity of the contract will remain unaffected.
- 17.5 Shareifyoulike does not foresee any unreasonable or unduly onerous content in the interpretation of the General Business Terms and Conditions of Use for Publishers. Any agreement concluded with Shareifyoulike arises out of the General Business Terms and Conditions of Use for Publishers and relates to an agreement between the Publisher and Shareifyoulike and the terms of the contract. Shareifyoulike does not store any data relating to the individual identity of any persons who are party to the contract.

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