

Service Agreement

As of January, 2016

The following agreement on the services (hereafter „Agreement“) is valid for the utilization of Trusted Company.com Ltd.'s (hereafter „TrustedCompany“) „Review Service“ (hereafter „TrustedCompany Service“) by companies and other organizations (hereafter „customer“).

The order sheet, which contains order details of the customer (hereafter „order sheet“) and in each case the valid „Business User Service Guidelines“ (hereafter „guidelines“) are part of the agreement. The recent version of the guidelines is to be found in Appendix 1.

1. Acceptance and lifetime of the agreement

1.1 Acceptance of the agreement

The agreement becomes binding and valid through the acceptance of the order sheet; this can be fulfilled as follows: a) If the customer obtains the order sheet via E-mail, the consent takes place as soon as TrustedCompany obtains the written acceptance from the customer via mail, print out, fax or in a similar form; or b) If the customer obtains the order sheet via web-form or similar, the acceptance takes place as soon as the customer clicks on the designated „Subscribe now!“ button.

1.2 Lifetime of the agreement

The agreement becomes valid starting from the date given in the order sheet (hereafter „effective date“) (see clause 1.1) and stays valid until being terminated according to clause 7.

2. Obligations of TrustedCompany

2.1 According to the agreement, TrustedCompany provides the following services for the customer:

2.1.1 A company profile page for the customer in TrustedCompany's service, on which the user can publish a review in form of a text and a rating score. TrustedCompany automatically creates an overall rating (hereafter „TrustScore“).

2.1.2 The possibility to enable model-based order-ID validation for ratings that are published on the company's profile. The order-ID needs to be provided for every review below 2 stars on the 5-star scale. With the order-ID validation, it is not possible to verify retroactively a review that has been written before its activation.

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Please visit our website [TrustedCompany.com/business/terms-conditions](https://www.trustedcompany.com/business/terms-conditions) and [TrustedCompany.com/business/privacy-policy](https://www.trustedcompany.com/business/privacy-policy) for our terms and conditions as well as our privacy policy. We follow the Personal Data (Privacy) Ordinance of Hong Kong.

2.1.3 Standardized graphics for the customer in order to show the TrustScore and the review snippets on his website (see clause 11).

2.1.4 A Review Invitation Service (the “Review Invitation Service”), which, after the activation by the customer, invites the customer (hereafter „consumer”) via email to publish a review about the buying experience. This email contains an invitation text and a direct link to the TrustedCompany service, with the aid of which the consumer can register for TrustedCompany’s service and also review the customer. The mail is sent by TrustedCompany on behalf of the customer and for the review invitation service it therefore is necessary that the customer provides TrustedCompany with the consumer contact data needed (see 3.3).

2.2 Responsibility for data

The customer will fulfill his obligations in respect of data privacy and protection according to the Personal Data (Privacy) Ordinance of Hong Kong and the Data Protection Principles promulgated thereunder (as each may be amended from time to time) („Data Protection Requirements”).

The customer is the responsible party for the consumer’s personal data, which is provided to TrustedCompany. According to the Data Protection Requirements, TrustedCompany is a data processor for the personal data received. TrustedCompany is obliged to only act according to the customer’s instructions. The customer himself is solely responsible for giving these instructions to TrustedCompany. TrustedCompany.com agrees to implement security measures in order to prevent the unauthorized or accidental access, processing, erasure, loss or use of the data submitted to it by the customer and shall not keep data longer than is necessary for the processing of the data in accordance with the customer’s instructions.

2.3 Customer service

The customer has access to the customer service of TrustedCompany via email to support@TrustedCompany.com.

2.4 Consumer behavior on TrustedCompany’s service

For Clarification: TrustedCompany is not responsible for the behavior of the consumer in TrustedCompany’s service, including his utilization of the service and the publication of contents. This means that TrustedCompany is not liable for consumers’ behavior.

3. Obligations of the customer

3.1 General obligations of the customer

The customer is obliged to a) follow the guidelines and this agreement at any given time; and b) only use the TrustedCompany service for the website agreed on in this agreement.

3.2 Password

The customer is obliged to only use the password (given or generated by himself) for TrustedCompany's service himself and only for himself.

3.3 Utilization of the Review Invitation Service

If the customer activates the Review-Invitation service, he has to provide TrustedCompany with the data that is needed for the creation and dispatching of the E-mail invitations to the consumers (see 2.1.4). The data has to be provided to TrustedCompany via the given means and it has to contain Name, E-mail and optionally Order-ID. The customer guarantees and assures that he is authorized to allow TrustedCompany to process this data in order to provide the review invitation service (including necessary approvals of the consumers) and that the utilization of this data by TrustedCompany in order to provide the review invitation service does not interfere or otherwise violate the Data Protection Requirements.

3.4 The customer must not overrun the utilization limits without informing TrustedCompany beforehand and TrustedCompany may charge any overuse correspondingly.

4. **Impartiality**

The agreement is not an acknowledgement, approval or recommendation of the customer or his products by TrustedCompany. The customer must not in contradiction to the aforementioned (i) advertise his company or (ii) give out public declarations.

5. **Prices and payment conditions**

5.1 Prices

If not stated differently on the order sheet, all prices are given in USD and excluding VAT and other taxes. TrustedCompany will inform the customer in written form about changes in the prices of TrustedCompany at least 30 days before the end of the current contract lifetime, and the changes become operant with the next following contract lifetime.

5.2 Payment

If not stated differently on the order sheet, TrustedCompany's services will be invoiced in advance for every time frame in which the agreement is valid; see clause

7. Payments have to be made 7 days from the payment date. In case of a delayed payment, TrustedCompany is entitled to demand default charges in the amount of 10% per annum for each day of delayed payment and also an administrative charge of 25,00 USD for every payment reminder transmitted to the customer. Please note that payments are automatically deducted in line with the specific contract payment terms after receiving an invoice containing the exact amount and payment details, unless conducted via bank transfer.

6. Changes in the guidelines

TrustedCompany keeps the right to change the guidelines. The customer will be informed about any changes that are accessible on the website of TrustedCompany. In each case, the most recent form of the guidelines is part of the agreement. Subsequent forms replace the preceding forms as Appendix 1 to the agreement, and the customer accepts the validity of the modified guidelines by continuing to use the TrustedCompany service after the new form of the guidelines has been published.

7. Lifetime and termination

7.1 Initial lifetime

The agreement is valid starting from the effective date for the time period in the order sheet (hereafter „Initial lifetime“). If the date in the order sheet differs from the beginning of the effective date, the initial lifetime begins on the given beginning date stated in the order sheet. The declaration date of the agreement stays unchanged.

7.2 Automatic renewal

On the last day of the initial lifetime and on every following year day, the agreement prolongs automatically at the non-discounted price for another time period of the length of the initial lifetime in case the customer does not inform TrustedCompany 30 days before the end of the current lifetime that he does not want to continue the agreement. TrustedCompany can be informed under support@TrustedCompany.com.

7.3 Dismissal without cause by TrustedCompany

TrustedCompany is authorized to terminate the agreement in written form with a three (3) month respite.

7.4 Dismissal for cause

Both parties are authorized to terminate the agreement without any respite in case the other party breaches the contract, and within 14 days and after a written notice from the other party, fails to cure this breach.

Despite the aforementioned, a violation against the guidelines and/or clause 3.4 and 4 is a significant breach of the contract and entitles TrustedCompany to dismiss the contract for cause, without giving the customer the choice to cure the breach and without any obligations for TrustedCompany to compensate the customer for any previous payments.

7.5 Implications of the termination of the agreement

Upon terminating the agreement, the parties are freed from all obligations of this agreement. The obligation in clause 12 stays unchanged.

Upon termination of the agreement - no matter which juridical reason - the customer has to stop using any TrustedCompany services.

The termination of the agreement has no implications on the reviews published on TrustedCompany, even if these reviews were, because of the utilization of the Review Invitation Service, published by the customer; these reviews may stay on TrustedCompany, until they are erased by the consumer that has created them.

The illegitimate utilization of TrustedCompany's service by the customer can be forbidden by interim injunction without any security measures.

If TrustedCompany dismisses the agreement without notice for cause, TrustedCompany can communicate the reasons and the consequences of the dismissal.

8. Indemnity

The customer agrees to indemnify TrustedCompany and its affiliates, and all of their respective officers, directors, employees and agents, from and against any and all liabilities, damages, costs and expenses in any way related, directly or indirectly, to (a) any breach of the customer's obligations under this Agreement, (b) the utilization of content provided by the consumer or (c) the utilization of consumer data by TrustedCompany.

9. Limited liability and Disclaimer

The customer is responsible for the utilization of TrustedCompany's service. This service is only provided "as is", and can be changed, modified, updated interrupted or stopped at anytime without announcement. TrustedCompany is not responsible for the general applicability and availability of the TrustedCompany service.

TrustedCompany shall not be liable to the customer for any special, indirect, consequential or incidental damages, including but not limited to any loss profits,

however caused. This limitation shall apply even if customer has been advised of the possibility of such damages or the damages were otherwise foreseeable.

Notwithstanding anything to the contrary in this agreement, TrustedCompany's overall cap on liability from the agreement or in connection with the agreement for any pursuable circumstances shall be limited to the amounts actually paid by the customer under this agreement in the last 12 months.

The liability for both parties that can not be limited or excluded according to any applicable law stays unchanged.

10. Cession

The customer is not authorized to assign the rights from this agreement to a third party without a written approval from TrustedCompany. TrustedCompany is authorized to assign the agreement to a third party. TrustedCompany has to inform the customer about such an event.

11. Rights for immaterial goods

The logos, graphics and trademarks of TrustedCompany (hereafter „TrustedCompany Designs“) may only be used with preceding approval by TrustedCompany or in accordance with this agreement.

If not determined differently by TrustedCompany, the customer is authorized to use TrustedCompany designs to increase his sales on his website during the lifetime of the agreement.

If not determined differently in this agreement, all contents of TrustedCompany's service belong to TrustedCompany and are protected according to the applicable copyright regulations and other laws.

According to this agreement, the customer has the right to show reviews of the consumer on the website of the customer.

12. Confidentiality

The parties are obliged to not show the content of this agreement to third parties and to keep other information that has been exchanged between the parties related to their businesses a secret. The secrecy of information that originates from a party or concerns a party can be demanded by the nature of the matter.

The confidentiality liabilities apply even if the agreement has been terminated, no matter what the cause for the termination was.

The aforementioned does not affect information that is meant for publication, that exists for legal disclosure requirement or that has to be published for other reasons.

13. Savings clause

In case a clause (or a part of a clause) of this Agreement becomes ineffective, illegal or unenforceable, the remaining part of the clause stays unchanged.

14. Overall agreement

The agreement shows the overall agreement between the customer and TrustedCompany regarding the utilization of TrustedCompany's service and replaces each and every preceding agreement between the parties in connection with this service.

15. Applicable law and place of jurisdiction

The agreement and all connected disputes shall be governed and construed in accordance with the laws of Hong Kong without regard to any applicable conflicts of law principles there would cause the application of the laws of any other jurisdiction. Place of jurisdiction for all these disputes and for all disputes regarding the utilization of TrustedCompany's service by the customer is the Court of First Instance in Hong Kong.

Appendix 1: BUSINESS USER SERVICE GUIDELINES

The following business user service guidelines (hereinafter referred to as the "Guidelines") shall apply for any use by the Customer of TrustedCompany's products and services.

1. Inviting Consumers to submit reviews of the Customer

When inviting Consumers to submit reviews the Customer is be obligated to observe the following mandatory rules:

- 1.1 The Customer shall ensure that all Consumers are invited equally and identically to submit a review regarding their purchase experience. This also applies when review invitations are emailed to several previous Consumers.
- 1.2 The Customer may not invite selected Consumers to submit a review; the Customer shall invite all or no one.
- 1.3 The invitation to submit a review shall be unbiased and independent of whether the Consumer is expected to have had a positive or negative experience in connection with her/his purchase at the Customer.
- 1.4 The language in the invitation to submit a review shall be neutral and e.g. without any attempts to (i) influence the Consumer in a positive or negative direction or (ii) attract specific types of Consumers.
- 1.5 The invitation shall include a link leading the Consumer directly to TrustedCompany's review form. The Customer is encouraged to use the default text suggested by TrustedCompany in the Review Invitation Service. If the Customer makes any changes in TrustedCompany's default text, the Customer is obligated to ensure that the changes are in accordance with the above instructions. If TrustedCompany deems that the text in the review invitation does not comply with the instructions, TrustedCompany shall at any time and immediately be entitled to insert its default text in the review invitation and notify the Customer hereof.

2. Compensations in connection with submitting a review

If the Customer offers compensations or rewards to its Consumers for submitting a review, the compensation shall not be conditioned by a submission of a positive or negative review of the Customer, and it shall expressly be informed to the Consumer that the consideration is not conditioned by a positive or negative review.

3. The use of order-ID validation

Reviews submitted without using the Review Invitation Service may be subject to an order-ID validation to support the validity. Order-ID validation may be enabled by contacting TrustedCompany support (support@trustedcompany.com). Order-ID validation does not provide retroactive validation of reviews posted prior to its activation. If the Customer establishes that invalid order numbers are used in connection with submitting reviews, the Customer shall be obligated to inform TrustedCompany of this without undue delay.

4. The use of TrustedCompany's logos and graphic

The Customer shall be entitled to use TrustedCompany's logos and graphics ("TrustedCompany Designs") in its sales promotion and on its website, as long as the Customer has a valid license hereto.

5. Reviews by employees, friends, relatives and peers

It is prohibited for business owners, employees, peers, friends or relatives of the company to post reviews. By using TrustedCompany's service the Customer is obligated to ensure that reviews comply with TrustedCompany's Review Guidelines.