

# DATA CASH (A MASTERCARD COMPANY) COMPANY PROFILE 2015: ONLINE PAYMENT SERVICES

Publication Date: June 2015



## ABOUT YSTATS.COM

- Founded in 2005 and headquartered in Hamburg, Germany, yStats.com is one of the world's leading secondary market research companies.
- We are committed to providing the most up-to-date and objective data on Global B2C E-Commerce and Online Payment markets to sector-leading companies worldwide.
- Our multilingual staff researches, gathers, filters and translates information from thousands of reputable sources to synthesize accurate and timely reports in our areas of expertise, covering more than 100 countries and all global regions.
- Our market reports focus predominantly on online retail and payments, but also cover a broad range of related topics including M-Commerce, Cross-Border E-Commerce, E-Commerce Delivery, Online Gaming and many others.
- Given our numerous citations in leading media sources and journals worldwide, including Forbes and the Wall Street Journal, we are considered one of the most highly-reputed international secondary market research companies with an expertise in the areas of B2C E-Commerce and Online Payment.

## yStats.com GmbH & Co. KG

Behringstr. 28a • 22765 Hamburg • Germany • Phone: +49 (0) 40 - 39 90 68 50 • Fax: +49 (0) 40 - 39 90 68 51 • info@ystats.com • www.ystats.com

# DataCash (a MasterCard Company) Company Profile 2015: Online Payment Services

## General Information

### Product Details

Language:	English
Format:	PDF & Power Point
Number of Pages/Charts:	38
Covered Countries/Regions:	Global

### Prices

Single User License:	€ 450 (excl. VAT)
Site License:	€ 675 (excl. VAT)
Global Site License:	€ 900 (excl. VAT)

### Questions Answered in This Report

- What are the major facts and important news about DataCash?
- What are the online payment services offered by this company?
- What major online sectors are covered by DataCash's payment services?
- Which payment methods are supported by DataCash in various countries worldwide?

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## Key Findings

### Online Payment Methods Offered by DataCash Worldwide Vary by Country

UK-based DataCash processes payments across multiple channels and offers fraud screening solutions. The company was established in 1996 and grew through several mergers and acquisitions until 2010, when it was acquired by MasterCard for over USD 530 million. In 2014, another acquisition contributed to DataCash's expansion, as MasterCard purchased the Gateway Services business of US-based Transaction Network Services and integrated it into DataCash.

DataCash's payment processing reach is global, covering all major regions and countries. Its online payment solutions include card processing, international payments with alternative methods, fraud management, white label gateway and other services. Merchants that use these and related solutions of DataCash come from the industries such as airlines, retail, gaming, online media and entertainment.

Local and international methods processing is offered by DataCash in multiple currencies. The methods include credit and debit cards, E-Wallets, cash alternatives, bank transfers and others. Among alternative payment methods are MasterPass, PayPal, ClickandBuy, WebMoney, Amazon Payments, Skrill, Neteller, Sofort Überweisung, iDeal and others. Acceptance of payment methods varies by country.

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## Samples

### In Germany, DataCash offers Amazon Payments, MasterPass, Sofort Überweisung and GiroPay among other payment methods.

Payment Methods Offered by DataCash in Europe, by Country, April 2015 (3 of 7)

	Credit Card	Debit Card	Wallet	Cash Alternative	Direct Debit	Online Bank Transfer	Offline Bank Transfer
France	Diners Club, JCB, MasterCard, Visa, American Express	Maestro, Visa Electron, Carte Bleue, Carte Bancaire	ClickandBuy, PayPal, Skrill, InstaDebit	Ukash, Neosurf, Paysafecard	n.a.	n.a.	Direct Bank Transfer
Germany	Diners Club, JCB, MasterCard, Visa, American Express	Visa Electron, Maestro	MasterPass, Amazon Payments, ClickandBuy, PayPal, Skrill, InstaDebit	Paysafecard, Ukash,	ELV	Sofort Überweisung, GiroPay	Direct Bank Transfer
Gibraltar	to be revealed in the original document						
Greece							
Hungary							
Iceland							

Source: DataCash, April 2015

### DataCash covers retail, airlines, gaming and online media/entertainment sectors with its payment and fraud prevention services.

Overview of Sectors Covered by DataCash, April 2015

	Description
Retail	DataCash offers payment and fraud prevention solutions across multiple sales channels, including POS, E-Commerce, mail and telephone order, call center, M-Commerce, SMS and interactive TV.
Airlines	to be revealed in the original document
Gaming	
Online Media, Entertainment and Digital Downloads	

Source: DataCash, April 2015

# DataCash (a MasterCard Company) Company Profile 2015: Online Payment Services

## Methodology

### General Methodology of Our Market Reports:

- Our reports are compiled based on secondary market research. Secondary research is information gathered from previously published sources. Our reports are solely based on information and data acquired from national and international statistical offices, industry and trade associations, business reports, business and company databases, journals, company registries, news portals and many other reliable sources. By using various sources we ensure maximum objectivity for all obtained data. As a result, companies gain a precise and unbiased impression of the market situation.
- Cross referencing of data is conducted in order to ensure validity and reliability.
- The source of information and its release date are provided on every chart. It is possible that the information contained in one chart is derived from several sources. If this is the case, all sources are mentioned on the chart.
- Our reports include text charts, pie charts, bar charts, rankings, line graphs and tables. Every chart contains an Action Title, which summarizes the main idea/finding of the chart and a Sub Title, which provides necessary information about the country, the topic, units or measures of currency, and the applicable time period(s) to which the data refers. With respect to rankings, it is possible that the summation of all categories amounts to more than 100%. In this case, multiple answers were possible, which is noted at the bottom of the chart.
- Reports are comprised of the following elements, in the following order: Cover page, preface, table of contents, management summary (summarizing main information contained in each section of report) and report content (divided into sections and chapters). When available, we also include forecasts in our report content. These forecasts are not our own; they are published by reliable sources. Within Global and Regional reports, we include all major developed and emerging markets, ranked in order of importance by using evaluative criteria such as sales figures.
- If available, additional information about the data collection, for example the time of survey and number of people surveyed, is provided in the form of a note. In some cases, the note (also) contains additional information needed to fully understand the contents of the respective data.
- When providing information about amounts of money, local currencies are most often used. When referencing currency values in the Action Title, the EUR values are also provided in brackets. The conversions are always made using the average currency exchange rate for the respective time period. Should the currency figure be in the future, the average exchange rate of the past 12 months is used.
- The reports include mainly data from the last 12 months prior to date of report publication. Exact publication dates are mentioned in every chart.

### Methodology of Our DataCash (a MasterCard Company) Company Profile 2015: Online Payment Services:

- This company profile is focused on online and mobile payment services provided by the company to merchants.
- Following the Management Summary, the chapter with the general company overview was included. General company overview contains a brief profile of the company, featuring legal name, country of origin, year established, current headquarters, other office locations, parent company, website, business overview (services offered), revenue/financials, countries/regions of operations, selected clients. Moreover, recent important news about the company were presented.
- Afterwards, a description of payment services offered by the company and sectors covered with these services was included.
- The last chapter provides an overview of payment methods offered by country and region. Countries are grouped by regions and presented in alphabetical order.
- This profile is based mainly on data published in the previous twelve months. Whenever the information was obtained from company homepages with no exact date of last update being known, the month and year in which this information was accessed was included.

# DataCash (a MasterCard Company) Company Profile 2015: Online Payment Services

## Frequently asked questions

### ABOUT US

#### WHY USE YSTATS.COM?

yStats.com can be your provider of the most current B2C E-Commerce data. Whether you seek country-specific, topic-specific, regional or global information, we ensure through secondary market research maximum objectivity for all data obtained. With our boardroom-ready PowerPoint presentations you save time and money.

#### WHAT ARE THE BENEFITS OF SECONDARY MARKET RESEARCH?

Secondary research is not only a cost-effective alternative to conducting primary research studies, but it is also a time-efficient solution. Our researchers derive information and data from a litany of previously published, reliable sources and compile the data into understandable and easy-to-use formats.

#### DOES YSTATS.COM PROVIDE CONSULTING SERVICES?

No, we do not provide consulting services in any form.

### OUR PRODUCTS

#### WHAT TYPES OF PRODUCTS DOES YSTATS.COM OFFER?

yStats.com offers individual market reports and full access subscriptions. The full collection of our reports can be found on our website. A list of soon-to-be-published reports can be found in the Upcoming Reports Section on our homepage. For a more extensive list of upcoming reports, please contact us directly. For more information about our full access subscription, please see our Full Access page. Apart from market reports and subscription, yStats.com also offers custom research services.

#### WHAT IS YOUR RESEARCH METHODOLOGY?

Our reports are exclusively based on secondary market research. Our researchers derive information and data from a litany of previously published, reliable sources and compile the data into understandable and easy-to-use formats.

#### WHAT ARE THE REPORT FORMAT OPTIONS?

Our reports are published in PDF and PowerPoint formats. PowerPoints are ready-to-use for boardroom presentations, but also easily editable to suit your business needs!

#### IS INFORMATION IN THE REPORTS COMPARABLE ACROSS COUNTRIES?

Due to the fact that information included in the market reports is derived from different sources which might rely on different definitions, some information might not be comparable across countries.

#### FROM WHICH SOURCES IS INFORMATION FOR REPORTS DERIVED?

Our reports are solely based on information and data acquired from national and international statistical offices, industry and trade associations, business reports, business and company databases, journals, company registries, news portals and many other reliable sources. By using various sources we ensure maximum objectivity for all data obtained.

#### DOES YSTATS.COM OFFER REPORTS IN OTHER LANGUAGES?

All of our reports are published in English at this time.

#### HOW CAN I FIND THE MOST RELEVANT REPORT?

On our website, you can use various search features or search by keyword. You can also contact us directly describing your research needs and we will help you find the appropriate report that satisfies them.

#### HOW DO I KNOW WHICH LICENSE TO CHOOSE?

When purchasing a report, you must select the appropriate license.

A Single User License: allows one user to access the downloaded report.

A Site License: allows up to ten (10) users of a company within a specified geographic area (i.e. country) to access the downloaded report.

A Global Site License: allows up to ten (10) user of a company worldwide to access the downloaded report. Please choose the appropriate license with care, as all purchases are subject to our Terms & Conditions.

#### CAN I PURCHASE ONLY SELECTED PARTS OF A REPORT?

Unfortunately, our market reports are only sold as a whole.

#### IS THERE AN OVERLAP BETWEEN COUNTRY, REGIONAL AND GLOBAL REPORTS ON THE SAME TOPIC?

Some reports can have overlapping content, such as regional reports containing content from parts of individual country reports. Please consult the Table of Contents or contact us if any questions should arise.

#### I WOULD LIKE TO SEE A SAMPLE OF A REPORT. WHERE CAN I FIND IT?

Free sample charts from each report can be viewed in the product brochure. Also a standard free sample is available for download from each report page. To get an idea what our reports look like you can download a standard Free Full Report from our online shop.

#### WHEN WILL AN UPDATE OF A PARTICULAR REPORT BE PUBLISHED?

In general, our market reports are published on an annual basis. Online Payment reports are updated on a semiannual basis. Please consult the "Upcoming Reports" section on our homepage or "Related Reports" section of our product brochure. We have a publication schedule that we adhere to, so if you'd like to know about a specific report, please contact us.

#### DO YOU OFFER SUBSCRIPTIONS TO REPORTS?

Yes, we do have a number of subscription options called "Full Access". Full Access subscribers gain access to all B2C E-Commerce and online payment reports in our collection, plus access to all new reports published within the duration of their subscription. They benefit from immediate access to global coverage. Full Access subscribers enjoy the benefits of a Global Site License, which allows up to 10 employees from the company worldwide to access the reports. Some leading international enterprises subscribe to our reports to get the most comprehensive insight into B2C E-Commerce and online payment markets and to ensure cost efficiency. There are several Full Access subscription options varying in duration. For more information see our Full Access Subscription page and contact us.

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## Frequently asked questions

### OUR SERVICES

#### I NEED MORE INFORMATION ABOUT A PARTICULAR TOPIC. DO YOU OFFER FURTHER PRODUCTS OR SERVICES?

Apart from market reports, we also offer Custom Research. With our Custom Research solutions, you receive research tailored to your needs, answering your specific questions. The Custom Research types include In-Depth Industry Research, Competitive Intelligence and Company Profiles, Corporate Customer Identification in international markets, Investor Snapshots and Country Fact Sheets. Please see our Custom Research page for more details.

#### I STILL NEED HELP FINDING THE RIGHT REPORT – DO YOU OFFER ADDITIONAL PERSONAL SEARCH?

yStats.com offers services in which our researchers who prepare the reports can point you to the appropriate report to suit your needs. If you want to take advantage of this free service, please contact us.

#### DO YOU OFFER A NEWSLETTER?

Yes, we offer a weekly newsletter with insights into B2C E-Commerce and online payment topics worldwide and an update on our latest researches. To subscribe, click on the "Subscribe" line in the right upper corner of our homepage page and fill out the drop-down form. You will not be bothered with advertisements and you will have an option to unsubscribe at anytime.

### ORDERING & DELIVERY

#### HOW DO I ORDER A REPORT?

Our reports can be purchased most easily through our Online Shop, but are also available for purchase offline.

To purchase a report from our Online Shop:

Choose the relevant report and appropriate license, click "Add to Cart", then complete the necessary check out steps. Payment options include major credit cards (MasterCard, Visa, or China UnionPay) or PayPal. Once your online payment has been completed, you will be able to click on "Download", which will take you to your "my yStats" account, from where your report will be available as a PDF and PPT for download.

To purchase a report via fax or email with PDF attachment:

To order report offline, please complete and sign the "Fax Order" form, which can be located on the right-hand side of the webpage next to the report overview or in the product brochure. Send the completed and signed order form through fax or email (as a PDF attachment) as indicated on the form. An Invoice will be sent to you afterwards asking for payment via bank transfer, credit card, or PayPal. After the payment is processed successfully, you will be given the access details to the report.

#### HOW LONG DOES DELIVERY TAKE?

All of our reports are delivered online. All reports ordered online via our Online Shop are available for download immediately following successful processing of payment. For all orders made offline, upon successful processing of payment, access details will be sent via email.

#### WILL I GET AN INVOICE?

For online shop purchases, an invoice will be sent to you automatically via email to the email address entered in the billing details immediately after completion of payment. For offline orders, an invoice is sent per email after the complete order form is received.

#### DO I HAVE TO PAY TAX IF I PURCHASE A REPORT?

Customers from Germany have to pay an additional tax rate of 19%. Customers from the European Union (EU) do not have to pay tax if they enter a valid VAT Identification Number. Customers from non-EU countries do not have to pay tax. Moreover, tax has to be paid for all private purchases from the EU.

#### WHAT IS YSTATS.COM'S VAT NUMBER?

yStats.com's VAT number is DE 251661218

#### WHICH PAYMENT METHODS ARE AVAILABLE?

Via our online shop, payment via credit card (Visa, Mastercard, China UnionPay) or PayPal is accepted. When purchasing offline, payment via the above-mentioned methods, in addition to direct bank transfer, are accepted.

#### IS THE PAYMENT VIA YSTATS.COM ONLINE SHOP SECURE?

All payments in our online shop are secure. The payment processing is handled by WireCard in accordance with the PCI DSS Security Standard of the PCI Standard Council. When paying with credit card, your CVV code is requested, as well as card-specific security layers if you are paying with MasterCard or Visa.

#### WHAT IS THE PRICE OF THE REPORT IN MY CURRENCY?

In your shopping cart you can view the price of the added report in EUR, USD or GBP.

### POLICIES

#### WHAT IS YSTATS.COM'S RETURN/REFUND POLICY?

Since our reports are information-based digital products and therefore consumed upon purchase/download, we will not refund orders or accept any returns. Please read through all information about a product before purchasing. If you should have any questions about a product, please do not hesitate to contact us via our contact details as listed on our homepage.

#### WHAT IS YSTATS.COM'S CANCELLATION POLICY?

Similar to our return/refund policy, yStats.com will not accept the cancellation of an order once it has been placed. Once the payment is made in the online shop or the order form is filled out and signed, you agree with our Terms and Conditions and cannot cancel your order.



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## Quotes from our Clients

**Travis Witteveen**  
Chief Operating Officer – Markets and Operations  
Avira GmbH: Leading European Software Company

“As a company that operates on a global level, the research results that yStats.com provides represent significant added benefit for us. The comprehensive analyses are executed quickly and flexibly. Furthermore, they are a reliable resource for helping us to make strategic decisions.”

**Iris Stöckl**  
Director Investor and Public Relations  
Wirecard AG: Leading E-Banking Company

“The flexibility that yStats.com offers ensures that we always receive analyses, data and reports that match our needs. Fast, objective and to the point!”

**Steve Rotter**  
Vice President of Marketing  
Brightcove, Inc.: Leading Online Video Company

“yStats.com quickly and flexibly compiles the information we require. Regardless of whether we need local or transnational data, we always get the best results from yStats.com!”

**Dr. Marcus Ackermann**  
Member of the Executive Board  
Bonprix: Leading Online Shopping Company

“When we need the latest trends and statistics on the retail, homeshopping and e-commerce market, we turn to yStats.com. yStats.com turns the data into concise information that is objective and reliable. yStats.com delivers a cost-efficient and time saving research service for our company

## Selected Clients

### Payment, Consulting, Internet & Technology, Retail, Finance and Other Companies

#### Payment

- Visa
- MasterCard
- Chase Paymentech
- PayPal
- Wirecard
- Yandex.Money
- Qiwi
- Skrill

#### Consulting

- Boston Consulting Group
- Deloitte
- Bain & Company
- Accenture

#### Internet & Technology

- Google
- Amazon
- eBay
- Skype
- Newegg
- Avira
- Digital River
- First Data
- Deutsche Telekom
- 1&1
- Brightcove

#### Retail

- Apple
- OTTO Group
- Amway
- Costco
- Tchibo Direct
- Diesel

#### Finance

- Goldman Sachs
- Credit Suisse
- Bank of America Merrill Lynch
- Citigroup

#### Other

- Nintendo
- Bwin
- Lego
- Redbull
- BASF
- Beiersdorf

# DataCash (a MasterCard Company) Company Profile 2015: Online Payment Services

## Published Related Reports

Report	Publication Date	Price (excl. VAT)*
Ingenico Payment Services Company Profile 2015: Online Payment Services	May 2015	€ 450
Adyen Company Profile 2015: Online Payment Services	June 2015	€ 450
GlobalCollect (an Ingenico Group Company) Company Profile 2015: Online Payment Services	June 2015	€ 450
Chase Paymentech Company Profile 2015: Online Payment Services	June 2015	€ 450
Global Online Payment Methods: Full Year 2014	March 2015	€ 3,950
Europe Online Payment Methods: Full Year 2014	March 2015	€ 1,950
Asia-Pacific Online Payment Methods: Full Year 2014	March 2015	€ 950
Latin America Online Payment Methods: Full Year 2014	March 2015	€ 950
North America Online Payment Methods: Full Year 2014	March 2015	€ 950
Global Mobile Payment Methods 2014	December 2014	€ 3,450
Global B2C E-Commerce & Online Payment Market 2014	October 2014	€7,450

\*Single User License

## Upcoming Related Reports

Report	Planned Date	Price (excl. VAT)
CyberSource (a Visa Company) Company Profile 2015: Online Payment Services	June 2015	€ 450
Digital River World Payments Company Profile 2015: Online Payment Services	June 2015	€ 450
Netbanx (an Optimal Payments Company) Company Profile 2015: Online Payment Services	June 2015	€ 450
Wirecard Company Profile 2015: Online Payment Services	June 2015	€ 450
Worldpay Company Profile 2015: Online Payment Services	June 2015	€ 450

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Please confirm the license type you require:

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Report Title

Publication Date

Price (€)

  
  

  
  

  
  


### Choose Your Full Access Subscription Type

Please confirm the subscription you require:

3 Month Subscription

6 Month Subscription

12 Month Subscription

### Please Complete Your Contact Details. An Invoice Will Be Sent To Your Company.

Title	Name
Last Name	Job Title
Company	E-mail Address
Telephone Number	Fax Number
Address	City
State / Province	Country
	Post Code / Zip

### Where Did You Find Us?

- Search Engine (Google, Bing, etc.)
- Print/Online Publication
- Press Release
- Facebook/Twitter
- LinkedIn/XING
- Personal Recommendation
- Others \_\_\_\_\_

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## Terms & Conditions

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We herewith contradict any terms and conditions of purchase by our customers which will not become part of the Contract.

### 1. SCOPE

**1.1** The following terms and conditions apply to our entire contract (the „Contract“) between yStats.com GmbH & Co. KG (hereinafter also referred to as „we“ or „us“) with our customers regarding (i) the purchase of our reports both on- and offline, (ii) custom research services, (iii) full access subscriptions, and (iv) any other contracts between us and our customers executed with reference to these terms and conditions (any reports and other services and products which we may make available to the customer under a Contract hereinafter the „products“).

**1.2** Agreements contrary to these terms and conditions require our express written confirmation. Deviations between these terms and conditions and the contents of the Order Form will be accepted if and only if expressly agreed upon by both our customer(s) and us in writing, limited to the case of custom research orders, at which point the contents of the Order Form shall prevail.

### 2. REPORT AND FULL-ACCESS SUBSCRIPTION OFFERS & ORDERS

**2.1** With respect to the purchase of our Market Reports, purchase can be made either online or offline.

**2.2** Our homepage contains information about pricing, acceptable payment methods and product brochures. To purchase a Market Report directly from our online shop, simply click „Add to Cart“, then „Proceed to Checkout“, where registration and payment details can be entered. As soon as payment is processed successfully, you will receive an Invoice via email and the Report will be available online for download.

**2.3** To purchase a Market Report offline (not via the online shop) simply print the Report Order Form from the appropriate online brochure or by clicking on the Fax Order button on our webpage. Simply fill out the Report Order Form, have a duly authorized representative sign the Report Order Form and then submit the Report Order Form to us via facsimile or email with PDF-attachment. Upon receipt of a completed Report Order Form, you will obtain an invoice detailing the product ordered, price, and date of payment. Upon successful processing of payment, access and log-in details will be forwarded to the purchaser within two (2) business days.

**2.4** If you order our product „Market Reports“, you gain access to the ordered report as identified in the Report Order Form and you may use that report in accordance with Section 5.3 below and the other provisions of the Contract.

**2.5** To purchase one of our Full Access Subscriptions, please contact us through the appropriate forum on our website, located under the Full Access tab on our homepage. Once we receive an inquiry, we will forward an Order Form to be filled out and signed by a duly authorized representative. Once this Order Form has been completed and signed, please send the Order Form via facsimile or email with PDF-attachment. Upon receipt of the completed Order Form, we will send an invoice detailing price of the „Full Access Subscription“ and payment method options. Upon successful processing of payment, access and log-in details will be forwarded to the purchaser within two (2) business days. The provision of this information constitutes the acceptance should you not have been provided with a separate acceptance in writing.

**2.6** If you order one of our „Full Access Subscriptions“, you gain access to any E-Commerce reports within the scope of your chosen subscription (excluding all custom research services) currently available on our website during the subscription timeframe as identified in the „Order Form“ as of the date of the execution of the Contract, and you may use those reports as a „Global Site License“ in accordance with Section 5.3 below and the other provisions of the Contract.

### 3. CUSTOM RESEARCH OFFERS & ORDERS

**3.1** Unless expressly agreed upon otherwise in writing, the contents of our offers may not be made available in whole or in part to any third party outside your organization.

**3.2** With respect to research services, upon inquiry, we submit an offer to you in the form of a „Research Order Form“ as a PDF, accompanied with a proposal stating the nature of the issue to be researched, the services to be rendered, the time required for the study, structure of payments (if any) and the total fee due. You accept this offer by completing the Research Order Form, having a duly authorized representative sign the Research Order Form and then submitting the Research Order Form to us via facsimile or email with PDF-attachment.

### 4. TERMS OF PAYMENT

**4.1** All prices for offline orders are to be derived exclusively from the Order Form and/or the documents referenced therein. All prices for orders placed via the online shop are those which are displayed on our website.

**4.2** All prices are net and without transportation costs, if applicable. Value Added Tax, if applicable, at the statutory rate shall be added to all fees payable hereunder.

**4.3** For all services that go beyond the scope as agreed under the Order Form, a reasonable additional fee for these services shall be discussed and agreed upon with the customer before commencement of any work and will be itemized on the final Invoice (if applicable) sent to the customer.

**4.4** We will send our Invoice to you upon execution of the Contract, unless agreed otherwise in the Order Form. In the event that you order our product „Full Access Subscription“, we will send our Invoice for the first contract year upon execution of the Contract. Any Invoice(s) for any subsequent contract year(s), will be sent to you upon commencement of each contract year.

**4.5** All payments shall be due and payable immediately upon the date set forth in the Invoice, without any deductions. Products will not be dispatched and services will not commence until successful processing of payment, excluding the case of custom research orders, in which structured payment terms will be outlined on the Order Form.

**4.6** All customers' rights of retention or set-off are hereby excluded to the extent that they are not based on the same contractual relationship. Retentions or set-offs are allowed only if the customer's claim is undisputed, has become unappealable or is ready for decision.

**4.7** In the event of a customer's default in payment or other apparent credit unworthiness, all remaining claims against that customer shall become immediately due and payable in full. This only applies if the customer is responsible for the default. We shall be entitled to rescind payment terms previously agreed upon and to demand payment in advance or other appropriate security with respect to pending deliveries. A customer shall be deemed unworthy of credit in particular when he files a petition in bankruptcy or composition proceedings.

### 5. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITIES

**5.1** All copyrights and other intellectual property rights in connection with our products and all contents of our website remain with us. All data carriers remain our property. The customer/user may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the products made available by us, in whole or in part, except as expressly permitted under the Contract.

**5.2** We, as well as any original sources contained within our product, must expressly be named as the author of any data the customer processes further as contractually negotiated.

**5.3** Upon delivery of the product(s) to you and payment of the agreed fee, you obtain a non-exclusive, non-transferable, perpetual right to use the products provided for your internal purposes or any additional purposes set out in the Order Form.

**5.4** In the event that the parties agree on a „Single User License“ under the Order Form, this means that only one (1) individually named user of an organization shall be entitled to access the report(s). In the event that the parties agree on a „Site License“ under the Order Form, this means that up to ten (10) users within a given geographical location (as specified in the Order Form) of an organization shall be entitled to access the report. In the event that the parties agree on a „Global Site License“, this means that up to ten (10) worldwide users of an organization shall be entitled to access the report. In both cases, the term „organization“ refers to your specific company only and excludes any third parties, including affiliates.

### 6. TECHNICAL INFORMATION

**6.1** We shall provide our products in the following standardized data formats: PowerPoint and PDF. For custom research reports, Excel documents may also be provided, upon request.

**6.2** You must ensure that you have the corresponding technical resources to make use of these data. You may not derive any claims in this connection on grounds of breach of obligation.

**6.3** Upon successful processing of payment, purchases made via the online shop will be immediately available to download. For all offline purchases, upon successful processing of payment, you will receive the requested product(s) and service(s) in the aforementioned standardized data formats, and all additional data pertaining thereto within two (2) business days.

### 7. DEFECTS AS TO QUALITY

**7.1** No claims for defects as to quality are triggered by insignificant discrepancies between our products and services and the warranted quality or fitness for use.

**7.2** Likewise, no claims for defects as to quality may be derived from entrepreneurial risks – e.g., with regard to questions of entrepreneurial discretion, an erroneous assessment of the market situation or the failure to recognize a business action's merit.

**7.3** Defect-based claims are further excluded in cases of excessive or improper use or in connection with damages caused by extraordinary conditions not reflected in the Order Form. This is also true in cases of subsequent changes made by the customers or third parties unless such changes do not affect the analysis and removal of a given defect.

**7.4** Claims for defects as to quality expire within one year from the commencement of the legal statute of limitation. This limitation does not apply to the extent that applicable law stipulates a longer period in cases of intentional or grossly negligent breaches of duty on the part of us, fraudulent concealment of a defect and injuries to life, body and health.

**7.5** Claims for damages and the reimbursement of expenditures are further subject to Section 9.

### 8. LEGAL DEFECTS

**8.1** We are liable for products and services infringing on third party rights only if and to the extent that our products and services are used in accordance with the agreed contractual requirements.

**8.2** Unless agreed otherwise, our liability for the infringement on third-party rights is limited to the territory of the European Union and the European Economic Area as well as the place of its services' proper use as agreed under the applicable Order.

**8.3** In the event that a third party asserts claims against the customer, alleging that a service performed by us violates its rights, the customer shall promptly notify us. If a service rendered by us violates third party rights, we shall choose one of the below actions, duly taking into consideration the customer's interests:

a) procuring for the customer the right to use the service; or  
b) revising the service to render it free of legal violations.

**8.4** Upon our request, the Customer shall assist us with the defense against third party claims according to this section 8, with each of the Parties bearing the costs of the use of its own personnel and counsel.

**8.5** Claims the Customer may hold for legal defects expire in accordance with Section 7.4.

**8.6** Claims for damages and the reimbursement of expenditures are further subject to Section 9.

### 9. LIABILITY

**9.1** In cases of intentional misconduct and gross negligence, we are fully liable pursuant to applicable law.

**9.2** Besides Section 9.1, we are not liable for any damages, especially but not limited to any incidental, special, punitive or consequential damages, loss of profits or loss of data. This limitation does not apply to any claims for damages due to damage to life, body or health in cases of simple negligence and – subject to the limitations set forth hereinafter – due to damage caused by a breach of a material contractual obligation. Material contractual obligations are obligations that (i) you reasonably relied upon at execution of the applicable Order Form and (ii) was of critical significance to the outcome of performance.

**9.3** In case of a negligent breach of a material contractual obligation our liability for damages – except for damage to life, body or health – is limited to typical and at the time of the formation of this Contract foreseeable damage.

**9.4** The aforementioned limitations do also apply to our liability for fault by our bodies, employees and vicarious agents as well as our bodies', employees' and vicarious agents' personal liability.

**9.5** Our liability for damages under warranties (Beschaffenheitsgarantien) is limited to instances in which the warranty expressly includes such liability.

**9.6** Claims for the reimbursement of expenditures and other liability claims asserted by the Customer against us are subject to sections 9.1 through 9.5.

### 10. CONFIDENTIALITY

**10.1** The Parties shall hold in strict confidence for a period of 10 years of the formation of this Contract regarding all data and information materials of which they gain knowledge as part of a Contract, be it orally, in writing or otherwise, directly or indirectly, provided that such data or information materials are designated confidential or must be considered confidential based on their nature, and shall use them exclusively as part of the services covered by the relevant Order. This duty of confidentiality excludes data and information materials that:

a) were already known or accessible to any third party at the time of disclosure;  
b) which is lawfully disclosed to you by a third party that is not subject to a confidentiality obligation regarding this data or information;  
c) must be disclosed by order of and to a government agency or another competent third party; and  
d) must be disclosed to legal or tax advisors of the contractual customer in question for consulting purposes.

In the cases of Sections b) and c) above, the parties shall (i) promptly inform each other about a given request and prior to disclosing confidential information, and (ii) limit the disclosure of confidential information to the minimum required.

**10.2** We may use your company name and logo as a reference so long as no contractual details are divulged.

### 11. JURISDICTION, GOVERNING LAW, MISCELLANEOUS

**11.1** In Contracts with merchants, legal persons under public law, or special assets (Sondervermögen) under public law, the place of payment is Hamburg, Germany.

**11.2** In Contracts with merchants, legal persons under public law, or special assets (Sondervermögen) under public law, all disputes arising from or in connection with any Contract between the Parties shall exclusively be resolved through the courts of Hamburg. Governing law is German law under exclusion of the CISG.