FRAUD IN GLOBAL B2C E-COMMERCE & ONLINE PAYMENT 2014

Publication Date: October 2014

About yStats.com

- yStats.com provides secondary market research.
- Market reports by yStats.com inform top managers about recent market trends and assist with strategic company decisions.
- yStats.com has been committed to researching up-to-date, objective and demand-based data on markets and competitors from various industries since 2005.
- In addition to reports on markets and competitors, yStats.com also carries out client-specific research.
- Clients include leading global enterprises from various industries including B2C E-Commerce, electronic payment systems, mail order and direct marketing, logistics as well as banking and consulting.
Fraud in Global B2C E-Commerce & Online Payment 2014

General Information

Product Details

Language: English
Format: PDF & Power Point
Number of Pages/Charts: 77
Covered Countries/Regions: Global, North America, Asia-Pacific, Europe, Latin America, Middle East, Africa, USA, Canada, China, Japan, Australia, Thailand, Malaysia, UK, France, Russia, Germany, Brazil, UAE, South Africa, Morocco

Prices

Single User License: € 950 (excl. VAT)
Site License: € 1,425 (excl. VAT)
Global Site License: € 1,900 (excl. VAT)

Questions Answered in This Report

- What are the major fraud and security issues in global B2C E-Commerce and online payment?
- How does fear of fraud affect development of online retail, M-Commerce and cross-border E-Commerce?
- What major tools are employed to prevent fraud in online and mobile commerce and payments?
- Who are the providers of E-Commerce fraud management solutions on the worldwide scale?
The growth of B2C E-Commerce is affected by fraud, as surveys show that more than a third of consumers worldwide who do not yet shop online state that their fear for personal data breach or lack of trust to online payments is the reason. Distrust is especially high in European countries, while consumers in the USA and China have more confidence in the online purchase process. Generally, consumers trust offline payments more than online, and online payments more than mobile. E-Money payments are highlighted as the most trusted online payment method among consumer groups of all ages, while young adults under 35 have the highest trust rates toward the safety of online and mobile payments.

Another major trend is that fraud follows the consumer movement from shopping on computers to the use of mobile devices. The security concerns of merchants and consumers present a challenge to faster adoption and growth of M-Commerce and mobile payments. Over a third of consumers worldwide do not shop or pay with mobile devices because of security concerns, while over half of merchants consider mobile commerce to be riskier than general E-Commerce. It is widely acknowledged that M-Commerce requires tailored fraud prevention tools, such as ID authentication, secure mobile payment methods and device ID.

Cross-border B2C E-Commerce remains the most frequent focus for E-Commerce fraud. Knowledge of fraud profiles of different countries is an important part of the cross-border marketing strategy, as some nations have a much higher likelihood of fraud than the worldwide average.

Fraud in E-Commerce has spawned the growth of the prevention and detection industry. Fraud solution providers with worldwide reach include companies based primarily in the USA and Europe, including subsidiaries of card companies such as Acertify of American Express, CyberSource of Visa and DataCash of MasterCard. A wave of acquisitions ran through the online fraud prevention industry this year, as large payments and online security providers aimed at expanding their E-Commerce fraud prevention portfolios. Payment service and fraud management provider Ogone was acquired by payments company Ingenico Group, while fraud prevention and risk management company Retail Decisions was acquired by banking and payments solution provider ACI Worldwide. Meanwhile, security and fraud solution companies such as TeleSign and TreatMetrix raised multi-million dollar investments in 2014.
# 1. MANAGEMENT SUMMARY

## 2. GLOBAL

- Major Concerns about Online Shopping, in % of Online Shoppers, May 2014
- Reasons for Not Shopping Online, in % of Consumers who Do Not Shop Online, 2012 & 2013
- Share of Consumers who Do Not Shop Online Because of Personal Data Security Concerns, by Selected Countries, in %, 2013
- Share of Consumers who Do Not Shop Online Because of Lack of Trust to Online Payment Methods, by Selected Countries, in %, 2013
- Payment Methods Perceived to be Safest, incl. Online, in % of Consumers, by Age Group, June 2014
- Share of E-Commerce Merchants Using Consumer Authentication, in %, 2014
- Consumer Authentication Methods Used by E-Commerce Merchants, in %, 2014
- M-Commerce Fraud & Security Trends, 2014
- Reasons for Not Shopping on Mobile, in % of Consumers who Do Not Shop on Mobile, 2013
- Breakdown of Perception of Risk of Mobile Fraud, Compared to E-Commerce Fraud, in % of Merchants, 2013
- Perception of Need of Specific Fraud Prevention Tools for M-Commerce, in % of Merchants, 2012 & 2013
- Major Tools to Prevent Mobile Fraud as Perceived by Merchants, by Rank, 2012 & 2013
- Top Five Countries Most and Least Likely to Have a Fraudulent E-Commerce Transaction, Q1 2014
- Top Methods Most and Least Likely to Have a Fraudulent E-Commerce Transaction, Q1 2014
- Overview of Selected E-Commerce Fraud Detection Companies, October 2014

## 3. NORTH AMERICA

### 3.1 NORTH AMERICA (Regional)

- Retailers’ Revenue Loss to Online Fraud, in USD billion, and in % Average Share of Online Revenue, 2010 – 2012
- Card Not Present Credit Card Fraud Losses, in USD billion, 2011 – 2013
3. NORTH AMERICA (cont.)

3.2 USA
- Share of Fraud Losses on Total Revenue, in %, by Merchant Types, May 2013 & March 2014
- Breakdown of E-Commerce Fraud, by Fraud Methods, in %, 12 Months to March 2014
- Awareness of Established Fraud Solutions, in % of Large E-Commerce Merchants, March 2014

3.2 CANADA
- Card Not Present Fraud Loss in Canada, in CAD million, 2012 & 2013

4. ASIA-PACIFIC

4.1 ASIA-PACIFIC (Regional)
- Top Factors in Online Shopping, incl. Security, in % of Online Shoppers, 2013

4.2 CHINA
- Breakdown of Perception of Mobile Payment Security, in % of Mobile Internet Users, 2013
- Recognition of Mobile Payment Risks, in % of Mobile Internet Users, 2013

4.3 JAPAN
- Number of Cases where Online Shoppers Required Consultation upon Encountering Fraud Issues with Prepayment in E-Commerce, in Units, 2011-2013
4. ASIA-PACIFIC (cont.)

4.4 AUSTRALIA
- Value of Card Not Present Fraud, in AUD million and in % of Total Card Fraud, 2008 – 2013

4.5 THAILAND
- Reasons for Not Shopping Online, in % of Internet Users, 2013

4.6 MALAYSIA
- Share of Internet Fraud on Total Value of Credit Card Fraud, in % and in MYR million, 2013

5. EUROPE

5.1 EUROPE (Regional)
- Payment-Related Reasons for Not Shopping Online More Often, Compared to Other Reasons, in % of Online Shoppers Who Buy Less than Once a Month, by Selected Countries, September 2013
- Concerns about Use of Online Banking and Online Shopping in the EU, in % of Internet Users, March 2012 & June 2013
- Share of Internet Users who are Concerned about Security of Online Payments in Online Banking and Online Shopping in the EU, by Country, June 2013 & March 2012
### 5. EUROPE (cont.)

#### 5.2 UK
- Fraud Losses in Online Card Spending, in GBP million, 2008 & 2012
- Online Card Payment Fraud, in GBP million, by Fraud Against UK-Based Online Retailers and Overseas-Based Online Retailers, 2012 & 2013

#### 5.3 GERMANY
- Most Important Factors in M-Commerce, incl. Mobile Payment Security, in % of Online Shoppers, 2013
- Value of Card Not Present Fraud, in EUR million and in % Year-on-Year Change, 2008 – 2013

#### 5.4 FRANCE
- Value of Card Fraud in Domestic E-Commerce Transactions, in EUR million, and Fraud Rate, in % of Transactions, 2009 – 2013
- Share of 3D Secure Transactions on Total Online Card Payments, in %, April 2011 - April 2014
- Breakdown of Fraud in Domestic Card Not Present Transactions, by Sectors, in %, 2013

#### 5.5 RUSSIA
- Share of Attempted Fraud Transactions in E-Commerce, by Sector, 2013
- The Share of Actual Fraudulent Transactions on E-Commerce Payments with Cards, 2013
- Breakdown of Online Fraud Losses, by Fraud Type, in % and in USD million, 2011 & 2012
- Value of Card Not Present Fraud, in RUB million and in % Year-on-Year Change, 2008 – 2013
# Table of Contents (5 of 6)

## 6. LATIN AMERICA

### 6.1 LATIN AMERICA (Regional)
- Annual Value of E-Commerce Fraud and Banking Fraud, in USD million, 2013

## 6.2 BRAZIL

- Breakdown of Financial Transaction Fraud Losses, by Offline and Online, incl. E-Commerce, in % and in BRL million, 2013
- Major Concerns about Online Shopping, incl. Online Fraud, in % of Consumers, 2014e

## 7. MIDDLE EAST

### 7.1 MIDDLE EAST (Regional)
- Reasons for Not Shopping Online, in % of Consumers who Do Not Shop Online, by Middle East and Worldwide, 2013

## 7.2 UAE

- Breakdown of Perception of the Most Important Factors in Online Shopping, in % of Online Shoppers, 2012
- Breakdown of the Main Reasons to Not Shop Online, in % Consumers Who Do Not Shop Online, 2012
## Table of Contents (6 of 6)

### 8. AFRICA

#### 8.1 AFRICA (Regional)
- Share of Internet Users who Do Not Shop Online Because of Concerns about Safety of Online Payment Transactions, by Selected Countries, in %, January 2014

#### 8.2 SOUTH AFRICA
- Breakdown of Concern Over Providing Credit Card or Banking Information When Shopping Online, in % of Internet Users, 2012

#### 8.3 MOROCCO
- Reasons Not to Shop Online, in % of Consumers Who Do Not Shop Online, May 2013
The countries with the highest distrust to online payment methods in 2013 were France (59%) and Turkey (46%).

Global: Share of Consumers who Do Not Shop Online Because of Lack of Trust to Online Payment Methods, by Selected Countries, in %, 2013

<table>
<thead>
<tr>
<th>Country</th>
<th>% of Consumers who Do Not Shop Online</th>
</tr>
</thead>
<tbody>
<tr>
<td>France</td>
<td>59%</td>
</tr>
<tr>
<td>Turkey</td>
<td>46%</td>
</tr>
<tr>
<td>Russia</td>
<td>38%</td>
</tr>
<tr>
<td>South</td>
<td>38%</td>
</tr>
<tr>
<td>Global</td>
<td>35%</td>
</tr>
<tr>
<td>Italy</td>
<td>34%</td>
</tr>
<tr>
<td>India</td>
<td>31%</td>
</tr>
<tr>
<td>Netherlands</td>
<td>31%</td>
</tr>
<tr>
<td>Switzerland</td>
<td>31%</td>
</tr>
<tr>
<td>Germany</td>
<td>30%</td>
</tr>
<tr>
<td>Canada</td>
<td>29%</td>
</tr>
<tr>
<td>Brazil</td>
<td>27%</td>
</tr>
<tr>
<td>UK</td>
<td>25%</td>
</tr>
<tr>
<td>China</td>
<td>17%</td>
</tr>
<tr>
<td>USA</td>
<td>10%</td>
</tr>
</tbody>
</table>

Survey: based on a survey of 1,234 respondents in 2013
Source: PwC, February 2014

50.8% of merchants worldwide perceived M-Commerce to be “somewhat” or “far” riskier than E-Commerce in terms of fraud in 2013.

Global: Breakdown of Perception of Risk of Mobile Fraud, Compared to E-Commerce Fraud, in % of Merchants, 2013

- Far Riskier: 18.7%
- Less Risky: 7.8%
- Just as Risky: 41.4%
- Somewhat Riskier: 32.1%

Survey: based on a survey of 2,000 payments and/or fraud specialists worldwide, of whom 67% represented merchants; only responses of merchants were included.
Source: Kount, the Fraud Prevention, CardNotPresent.com, cited by Paynets, May 2014
General Methodology of our Market Reports:

- This report includes the results of secondary market research: By using various sources we ensure maximum objectivity for all obtained data. As a result companies get a precise and unbiased impression of the market situation.
- Cross referencing of data was conducted in order to ensure validity and reliability.
- Besides providing information on the specific topic, every chart contains an Action Title, which summarizes the main statement of the chart and a Sub Title, which gives information about the country, the topic, the unit or currency, and the time period the data on the chart refers to.
- Furthermore, the source of information and its release date are provided on every chart. It is possible that the information included in one chart is derived from several sources. Then, all sources are mentioned on the chart.
- This report also includes rankings. Within these rankings, it is possible that the total amount adds up to more than 100%. If this is the case, multiple answers were possible, and this is then mentioned in the note of the chart.
- If available, additional information about the data collection, for example the time of survey and number of people asked, 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 were mostly used. When referencing them 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.
- This report begins with a Management Summary, summarizing the main information provided in each chapter.
- This report includes mainly data from the last 12 months. The exact publication dates are mentioned in every chart.

Methodology for our Fraud in Global B2C E-Commerce & Online Payment Snapshot:

- The focus of this report is on fraud and security issues concerning B2C E-Commerce, M-Commerce, online and mobile payments worldwide.
- The first chapter covers global development. The information presented includes fraud and security trends in B2C E-Commerce, M-Commerce and Cross-Border B2C E-Commerce. The rates of concern about security of payments and personal data shown by online shoppers and online merchants are provided, including on global level and through country comparisons. Information about selected methods of protection against E-Commerce fraud was provided, such as usage rates by merchants. Furthermore, an overview of E-Commerce fraud detection companies with global reach was included, featuring general company description and summary of available services.
- The following chapters present information on regional and country basis. These chapters are intended to give local insights and provide examples of the trends described in the global chapter. The regions are ranked by the value of B2C E-Commerce sales. In each chapter, regional information is shown first, while country-level information follows. The countries are displayed in the order of descending B2C E-Commerce market size.
**Frequently Asked Questions**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WHAT IS THE TARGET AUDIENCE FOR THE MARKET REPORTS?</strong></td>
<td>The target group of our B2C E-Commerce reports are decision makers in top-management, for example from the departments E-Commerce, Business Development, Strategy, Marketing, etc. from large corporations worldwide.</td>
</tr>
<tr>
<td><strong>WHAT SOURCES ARE USED FOR THE MARKET REPORTS?</strong></td>
<td>The reports are all based on reliable sources including national and international statistical offices, industry and trade associations, business reports, business and company databases, journals, company registries, news portals and many other sources.</td>
</tr>
<tr>
<td><strong>WHAT TYPE OF RESEARCHERS ARE FINDING THE INFORMATION FOR OUR MARKET REPORTS?</strong></td>
<td>yStats.com employs multilingual researchers that research and filter all sources and translate the relevant information into English. This ensures that the content of the original sources is correctly interpreted.</td>
</tr>
<tr>
<td><strong>WHAT TYPE OF ANALYSTS ARE WRITING THE MARKET REPORTS?</strong></td>
<td>After the information is researched, it is further analyzed by our international team of research analysts. These analysts have a long experience in the field of E-Commerce research, and they understand the specifications of the market.</td>
</tr>
<tr>
<td><strong>WHERE CAN I SEE WHAT KIND OF INFORMATION IS INCLUDED IN THE MARKET REPORTS?</strong></td>
<td>For every market report, a detailed Table of Contents is available, clearly stating what information is included. All Table of Contents can be found on our homepage and in the product brochures of the market reports.</td>
</tr>
<tr>
<td><strong>IS THE INFORMATION IN THE MARKET REPORTS COMPARABLE FROM COUNTRY TO COUNTRY?</strong></td>
<td>Due to the fact that the information included in the market reports is derived from different sources, some information is not comparable across countries. Different sources mostly have different definitions.</td>
</tr>
<tr>
<td><strong>IN WHAT FORMAT ARE THE MARKET REPORTS DELIVERED?</strong></td>
<td>The market reports are delivered in PowerPoint and PDF format. If a different format is needed, please contact us before the purchase. It would also be possible to order printed versions of the reports for a slightly higher price.</td>
</tr>
<tr>
<td><strong>IS THE REPORT SENT TO MY EMAIL?</strong></td>
<td>In general, we provide customers with access to our website. After logging in, the customer can download the report as PowerPoint and PDF files.</td>
</tr>
<tr>
<td><strong>DO I HAVE TO PAY TAX IF I PURCHASE A REPORT?</strong></td>
<td>Customers from Germany have to pay an additional tax rate of 19%. Customers from the European Union (EU) do not have to pay tax. Moreover, tax has to be paid for all private purchases from the EU.</td>
</tr>
<tr>
<td><strong>REGARDING THE TIMING, WHEN WILL AN UPDATE OF A MARKET REPORT BE PUBLISHED?</strong></td>
<td>In general, the market reports are published on a yearly basis. For further information, please take a look at the report overview, which includes a list of the reports we plan to publish in 2014. If you would like to be informed as soon as the update is published, please inform us.</td>
</tr>
<tr>
<td><strong>DO YOU OFFER ANNUAL SUBSCRIPTIONS TO THE MARKET REPORTS?</strong></td>
<td>Yes. Our product “Full Access Global E-Commerce Reports” gives customers access to all our E-Commerce market reports. Furthermore, access to all the market reports we publish during the subscription period is guaranteed.</td>
</tr>
</tbody>
</table>

**Additional Information:**

- **Contact us.** We will consider the possibility of bundle pricing.
- If you are interested in purchasing several reports, please contact us. We will consider the possibility of bundle pricing.
- Frauds in Global B2C E-Commerce & Online Payment 2014
## Quotes of our Customers

**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.”

**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!”

**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!”

**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 References

### Internet, Consulting, Retail, Finance and Other Companies

**Internet**
- Google
- Amazon
- eBay
- Avira
- Skype
- Digital River
- First Data
- Citrix Online
- Wirecard
- 1 & 1
- Skrill / Moneybookers
- Deutsche Telekom
- CyberSource
- bwin Interactive Entertainment
- Brightcove

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

**Retail**
- OTTO Group
- Costco
- Tchibo Direct
- Diesel

**Finance**
- Goldman Sachs
- Credit Suisse
- Morgan Stanley
- Bank of America Merrill Lynch
- Citigroup
- Oppenheimer & Co.

**Other**
- Red Bull
- BASF
- Lego
- Beiersdorf
- Xerox
# Selected Published Reports

<table>
<thead>
<tr>
<th>Report</th>
<th>Publication Date</th>
<th>Price (excl. VAT)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern Europe B2C E-Commerce Market 2014</td>
<td>October 2014</td>
<td>€ 2,950</td>
</tr>
<tr>
<td>The World’s Leading E-Commerce Companies 2014</td>
<td>October 2014</td>
<td>€ 450</td>
</tr>
<tr>
<td>Russia B2C E-Commerce Market 2014</td>
<td>October 2014</td>
<td>€ 950</td>
</tr>
<tr>
<td>Global B2C E-Commerce Market 2014</td>
<td>October 2014</td>
<td>€ 6,450</td>
</tr>
<tr>
<td>Global B2C E-Commerce &amp; Online Payment Market 2014</td>
<td>October 2014</td>
<td>€ 7,450</td>
</tr>
<tr>
<td>Global Luxury B2C E-Commerce Snapshot 2014</td>
<td>August 2014</td>
<td>€ 950</td>
</tr>
<tr>
<td>Australia &amp; New Zealand B2C E-Commerce Market 2014</td>
<td>August 2014</td>
<td>€ 1,450</td>
</tr>
<tr>
<td>South East Asia B2C E-Commerce Market 2014</td>
<td>July 2014</td>
<td>€ 3,450</td>
</tr>
<tr>
<td>India B2C E-Commerce Market 2014</td>
<td>July 2014</td>
<td>€ 950</td>
</tr>
<tr>
<td>Malaysia B2C E-Commerce Market 2014</td>
<td>July 2014</td>
<td>€ 950</td>
</tr>
<tr>
<td>China B2C E-Commerce Market 2014</td>
<td>June 2014</td>
<td>€ 1,450</td>
</tr>
<tr>
<td>Indonesia B2C E-Commerce Market 2014</td>
<td>June 2014</td>
<td>€ 950</td>
</tr>
<tr>
<td>Vietnam B2C E-Commerce Market 2014</td>
<td>June 2014</td>
<td>€ 950</td>
</tr>
<tr>
<td>Turkey B2C E-Commerce Market 2014</td>
<td>January 2014</td>
<td>€ 1,450</td>
</tr>
<tr>
<td>Middle East B2C E-Commerce Report 2014</td>
<td>January 2014</td>
<td>€ 2,450</td>
</tr>
<tr>
<td>Global Online Payment Methods: First Half 2014</td>
<td>May 2014</td>
<td>€ 3,450</td>
</tr>
<tr>
<td>Global B2C E-Commerce Delivery 2014</td>
<td>May 2014</td>
<td>€ 3,950</td>
</tr>
<tr>
<td>Global M-Commerce 2014: Smartphones &amp; Tablets</td>
<td>March 2014</td>
<td>€ 3,450</td>
</tr>
<tr>
<td>Africa B2C E-Commerce Report 2013</td>
<td>December 2013</td>
<td>€ 2,450</td>
</tr>
<tr>
<td>Europe B2C E-Commerce Report 2013</td>
<td>September 2013</td>
<td>€ 3,950</td>
</tr>
<tr>
<td>Latin America B2C E-Commerce Report 2013</td>
<td>November 2013</td>
<td>€ 2,450</td>
</tr>
</tbody>
</table>

*Single User License

# Future Reports

<table>
<thead>
<tr>
<th>Report</th>
<th>Planned Date</th>
<th>Price (excl. VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Global Online Payment: Second Half 2014</td>
<td>Second Half 2014</td>
<td>To be announced</td>
</tr>
<tr>
<td>Latin America B2C E-Commerce Market 2014</td>
<td>Second Half 2014</td>
<td>To be announced</td>
</tr>
<tr>
<td>Mexico B2C E-Commerce Market 2014</td>
<td>Second Half 2014</td>
<td>To be announced</td>
</tr>
<tr>
<td>Asia-Pacific Online Payment: Second Half 2014</td>
<td>Second Half 2014</td>
<td>To be announced</td>
</tr>
</tbody>
</table>
Report Order Form

PLACE YOUR ORDER AS FOLLOWS

Call us at + 49 40 39 90 68 50

Fax us at + 49 40 39 90 68 51 using the form below

Scan and Email us at order@ystats.com using the form below

CHOOSE YOUR LICENSE TYPE AND REPORTS

Please confirm the license type you require:

- Single User License
- Site License
- Global Site License

Report Title

Publication Date

Price (£)

AN INVOICE WILL BE SENT TO YOUR COMPANY. PLEASE COMPLETE YOUR CONTACT DETAILS.

Title: Mr/Mrs/Ms

First Name

Last Name

Job Title

Company

Email Address

Telephone Number

Fax Number

Address

City

State/Province

Country

Post Code/ZIP

Your Order is subject to our Terms & Conditions as attached hereto. All Forms must have a signature to confirm your order.

Signature

Where did you find us?

- Google/Search Engine
- Google Adwords/Online Advertising
- Article in Trade Journal
- Press Release
- Social Media
- Recommendation

- Others:

EU Companies must supply VAT No

Purchase Order No (if required)

Order Date

Note: Reports are provided in electronic PDF form. yStats.com will contact you in the future to provide our free newsletter or other mailings. If you do not wish to receive our newsletter or other mailings, you may advise us of this. Your contact information will not be sold to other organizations.

1) Site Licenses, allowing all users within a given geographical location of an organization to access the report, are available for double the price.
2) Global Site Licenses, allowing all worldwide users of an organization to access the report, are available for triple the price.
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) research services, (ii) the purchase of reports, or (iii) any other offers or services under or derived from the Order Form and under any other circumstances. The 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 Any terms and conditions not expressly stated in the present terms and conditions shall be hereby expressly rejected. Agreements contrary to these terms and conditions require our written confirmation. In case of deviations between these terms and conditions and the contents of the Order Forms, the contents of the Order Form shall prevail.

2. OFFERS, ORDERS

2.1 With respect to research services, we usually submit an offer to the customer in the form of a "Research Order Form" accompanied with a proposal stating the nature of the issue to be researched, the services to be rendered, the time required for the study and the fee due.

2.2 With respect to the purchase of reports, we usually submit an offer to the customer in the form of a "Purchase Order Form" which includes costs and terms and conditions of the report and the fee due. In this respect, our customers may choose between two types of Products, namely (1) our "Product "Market Reports" and (2) our "Product Full Access Global E-commerce Reports." The customer can choose the type of report according to their needs and the expected benefits.

2.3 If a customer orders our "Product Market Reports," the customer gets access to the order report as identified in the Report Form and the customer may use that report according to Section 4.3 below and the other provisions of the Contract.

2.4 If a customer orders our "Product Full Access Global E-commerce Reports," the customer gets access to any standard reports (for the avoidance of doubt excluding reports published in connection with any research services) focused on the "Internet & E-Commerce" industry as general publication(s) during the twelve (12) months prior to the execution of the Contract and during the subscription term as identified in the "Report Order Form" as of the date of the execution of the Contract (i.e., one, two or three years), and the customer may use that report according to a "Full Access Site License" in accordance with Section 4.3 below and the other provisions of the Contract.

2.5 Unless expressly agreed otherwise in writing, the contents of our offers may not be modified even if all or part of any third party outside the organization of the customer without our prior written consent.

2.6 Our offers are not binding and subject to change without notice until acceptance by the customer. Our orders will be legally binding upon acceptance by the customer. A valid acceptance requires the execution of our "Research Order Form" or our "Report Order Form" respectively (each such document hereinafter the "Order Form") by a duly authorized representative of the customer and the submission of the Order Form to us via facsimile or email with e-mail authentication to ensure that the customer with the access data required to access the products ordered(s) with (2) days as of the execution of the Contract.

3. TERMS OF PAYMENT

3.1 The contractually negotiated prices are to be derived exclusively from the Order Form and/or the documents referenced therein.

3.2 All prices are net and without transportation costs, if applicable. Value Added Tax, if applicable, is added to all prices quoted.

3.3 We may demand an additional fee for services that go beyond the scope as agreed under the Order Form in case such additional Products are requested by the customer.

3.4 We will invoice our customer upon execution of the Contract, unless agreed otherwise in the Order Form. In the event that the customer orders our "Product Full Access Global E-commerce Reports," we will send our invoice for the first contract year upon execution of the Contract and the invoice for all subsequent contract year(s), if any, upon commencement of any subsequent contract year.

3.5 All payments shall be due and payable within thirty (30) days following the date of our invoice without any deductions. The customer will be in default one day after the expiry date without any further written notice being required.

3.6 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 claims are undisputed and依法 enforceable.

3.7 In the event of a customer's default in payment or other apparent credit unworthiness, all remaining claims against the customer shall become immediately due and payable in full. We shall have the right to terminate the Contract(s) or to deny further access to the products ordered(s) for any subsequent contract year(s), if any, upon commencement of any subsequent contract year.

4. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITIES

4.1 All copyrights and other intellectual property rights in connection with our Products remain with us. All data carriers remain our property. The customer may not modify, publish, translate, transmit 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.

4.2 Upon delivery of the Products to the customer and payment of the agreed fee, the customer obtains a non-exclusive, non-transferable, perpetual, worldwide right to use the Products provided to the customer for its internal purposes or any additional purposes set out in the Order Form. A non-exclusive, non-transferable, perpetual worldwide right to use the data contained in the Products is granted to the customer under the terms and conditions agreed upon. This means that all users within a given geographical scope (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 all worldwide users of an organization shall be entitled to access the report. In both cases, the term "organization" refers to the company of the specific customer only and excludes any third parties including affiliates.

4.3 In the event that the parties agree on a "Single User License" under the Order Form, this means that only one individually named user of an organization shall be entitled to access the report. In the event that the parties agree on a "Global Site License" under the Order Form, this means that all users within a given geographical scope (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 all worldwide users of an organization shall be entitled to access the report. In both cases, the term "organization" refers to the company of the specific customer only and excludes any third parties including affiliates.

5. TECHNICAL INFORMATION

5.1 We shall provide our products in standardized data formats.

5.2 The customer must ensure that he has the corresponding technical resources to make use of these data. The customer may not derive any claims in this connection on grounds of breach of obligation.

6. DEFECTS AS TO QUALITY

6.1 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.

6.2 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 act's merits.

6.3 Defect-based claims are further excluded in cases of excessive or improper use or in connection with commodities data by the customer according to any set forth in this 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.

6.4 Claims for defects as to quality as part of the circumstances for the commencement of the legal statute of limitations. 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 the customer, fraudulent concealment of a defect and injuries to life, body and health.

6.5 Claims for damages and the reimbursement of expenditures are further subject to Section 8.

7. LEGAL DEFECTS

7.1 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.

7.2 Unless agreed otherwise, our liability for the infringement of third-party rights is limited to the return of the purchase price and in the case of software to the replacement or correction.

7.3 In this 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;
(b) revising the service to render it free of legal violations; or
(c) withdrawing the service and refunding to the customer any related compensation paid, as adjusted by an adequate user fee, if we cannot affect another remedy at a reasonable expense.

7.4 Upon our request, the customer shall assist us with the defense against claims according to this section 7, with us reimbursing the Customer for any expenditures and costs incurred as a result, although each of the parties bears the costs of the use of its own personnel.

7.5 Claims the Customer may hold for legal defects expire in accordance with Section 6.4.

7.6 Claims for damages and the reimbursement of expenditures are further subject to Section 8.

7.7 Claims for consequential damages are limited to an amount of 'reasonable unforeseen damage.

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

8.2 In cases of simple negligence is limited as follows: we are liable only if and to the extent that we violated a material contractual obligation (cardinal obligation) – i.e., an obligation that (1) the customer reasonably relied upon at execution of the applicable Order Form; (2) was essential for the performance of the contract; or (3) for which the parties agreed upon. As regards personal, property or financial loss, such liability is limited to typical and foreseeable damages. In no event will we be liable for any incidental, special, punitive or consequential damages, loss of profits or loss of data in such case.

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

8.4 Claims for the reimbursement of expenditures and other liability claims asserted by the customer are subject to Sections 8.1 through 8.3.

9. CONFIDENTIALITY

9.1 The Parties shall hold in strict confidence for an indefinite period of time all data and information which has been communicated to the customer for the purpose of concluding of a Contract, and 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 such information only for the services covered by the relevant Order. The 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) one of the parties legitimately receives from a third party following disclosure, and such third party is not bound by a duty of confidentiality in relations with the other Party; or
(c) must be disclosed by order of an 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 (a) and (d), the parties shall (i) promptly inform each other about such disclosure and provide us with a report containing relevant information, and (ii) limit the disclosure of confidential information to the minimum required.

9.2 We may use the Customer as a reference for non-commercial purposes in accordance with applicable law.

10.1 Place of payment is Hamburg, Germany.

10.2 All disputes arising from or in connection with any Contract between the parties shall be resolved through the courts of Hamburg. Governing law is German law.