Turkey B2C E-Commerce Market 2015

General Information

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- Site License: € 1,425 (excl. VAT)
- Global Site License: € 1,900 (excl. VAT)

Questions Answered in This Report
- What is the size of the B2C E-Commerce market in Turkey and how fast will it grow?
- What are the most important trends on the online retail market in Turkey?
- Which product categories have the lead in B2C E-Commerce in this country?
- Who are the main E-Commerce players in Turkey?
yStats.com forecasts B2C E-Commerce market in Turkey to double by 2019

Turkey is one of the largest and fastest growing B2C E-Commerce markets in Eastern Europe. It ranks in the top thirty countries worldwide by logistics development. Payment infrastructure is relatively advanced here, with the dominant online payment method being credit card, while in many other emerging markets it is still cash on delivery. According to yStats.com’s own forecast, by 2019 B2C E-Commerce in Turkey is expected to more than double the 2014 sales value.

In terms of Internet and online shopper penetration, Turkey ranks on the median level among other emerging markets worldwide, but by mobile shopper penetration it tops even some advanced markets and ranks among the leaders. Compared to EU and OECD countries, Turkey is still behind in terms of share of individuals having Internet access and the percentage of Internet users shopping online, indicating plenty of room for growth.

Among the most important trends on the B2C E-Commerce market in Turkey are M-Commerce and cross-border online shopping. With mobile internet accounting for three quarters of all Internet subscriptions, some online merchants report a two-digit percentage share of revenues coming from M-Commerce. Close to one third of online shoppers in Turkey made a purchase from both local and foreign websites last year, with the known international websites such as Alibaba.com and Amazon.com gaining in popularity.

The largest domestic B2C E-Commerce player in Turkey is online mass merchant Hepsiburada.com. This year the company raised a multi-million dollar investment which it plans to spend on expanding logistics capabilities and launching a marketplace for third-party sellers. The marketplace is a popular E-Commerce model in Turkey, with prominent players such as GittiGidiyor.com owned by eBay and n11.com, launched by Turkish Dogus Group and South Korean SK Group. Fashion online stores are among the top players, as clothing is the most purchased product category. These include private shopping club Markafoni.com, fully acquired by South African Naspers in 2014, as well as private shopping clubs Trendyol.com, Morhipo.com and online fashion retailer Limango.com.tr, part of the German Otto Group.
### 1. MANAGEMENT SUMMARY

### 2. OVERVIEW AND INTERNATIONAL COMPARISONS

- Overview of B2C E-Commerce and International Comparisons, March 2015
- Online Shopper Penetration on Internet Users, by Selected Countries in OECD, incl. Turkey, in %, 2013
- Share of Smartphone Users Who Make Purchases via Smartphone at Least Once a Week, in %, by Selected Countries Worldwide, incl. Turkey, March 2014
- Internet Penetration in Selected Emerging Markets, incl. Turkey, in % of Individuals, 2013
- Share of Internet Users Who Made Their Latest Purchase Online, in %, by Selected Emerging Markets, incl. Turkey, Q1 2014
- Online Shopper Penetration in Selected EU Countries Compared to Turkey, in % of Internet Users, 2009 – 2013
- Internet Penetration in Selected EU Countries Compared to Turkey, in % of Individuals, 2009 – 2013
- B2C E-Commerce Sales, by Selected Countries in Eastern Europe, incl. Turkey, in EUR billion, 2013
- B2C E-Commerce Sales Growth, by Selected Countries in Eastern Europe, incl. Turkey, in % Year-on-Year Change, 2013
- Number of Smartphone Users and Penetration in Selected Countries in Eastern Europe, incl. Turkey, in millions and in % of Mobile Phone Users, 2013 – 2018

### 3. TRENDS

- Regulatory B2C E-Commerce Trends, March 2015
- Number of Mobile Internet Subscriptions, in millions and in % of Total Internet Subscriptions, Q3 2012 - Q3 2014
- Devices Used to Connect to the Internet, in % Households with Internet Access, Q1 2014
- Breakdown of Online Spending, by Device, incl. Mobile, in %, 12 Months to October 2014
- Breakdown of Last Online Purchase, by Device, in % of Online Shoppers, Q1 2014
- Breakdown of Online Shopping Destinations, in % of Online Shoppers, by Local Only, Foreign Only and Both, November 2014
- Product Categories Purchased Online Cross-Border, in % of Cross-Border Online Shoppers, 12 Months to November 2014
4. **SALES & SHARES**

- B2C E-Commerce Sales, in EUR billion, 2012 - 2014
- B2C E-Commerce Sales, in TRY billion, 2013 & 2014
- Breakdown of E-Commerce Sales by Segments, in TRY billion, and Number of Sites in Each Segment, in Units, 2013
- B2C E-Commerce Sales Forecast, in TRY billion, 2014 - 2019
- Share of B2C E-Commerce on Total Retail Sales, in %, 2014
- Share of B2C E-Commerce on Total Retail Sales, in % and in USD billion, 2013

5. **USERS & SHOPPERS**

- Internet Penetration, in % of Individuals, 2010 – 2014
- Internet Penetration, by Age Group and Gender, in % of Individuals, Q1 2014
- Online Shopper Penetration, in % of Individuals, 2010 – 2014
- Online Shopper Penetration, by Male and Female, in % of Individuals, 2014
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- Activities Carried Out Online, in % of Internet Users, Q1 2014

6. **PRODUCTS**

- Product Categories Purchased Online, in % of Online Shoppers, by Gender, 12 Months to Q1 2014
- Product Categories Purchased Online, in % of Online Shoppers, 12 Months to Q1 2014 & Q1 2013

7. **PAYMENT METHODS**

- Overview of B2C E-Commerce Payment Methods, March 2015
- Number and Value of Domestic E-Commerce Transactions with Cards, in millions and in TRY million, Q1 2012 - Q4 2014
- Number and Value of Cross-Border E-Commerce Transactions with Cards, in millions and in TRY million, Q1 2012 - Q4 2014

8. **DELIVERY METHODS**

- Overview of B2C E-Commerce Delivery Methods, March 2015
## 9. PLAYERS

- Overview of B2C E-Commerce Players, March 2015
- Overview of Mergers and Acquisitions on the E-Commerce Market, 2012 - Q1 2015
- Top E-Commerce Sites, by Number of Page Views, January 2015
- Audience Reach of the Top 15 E-Commerce Websites by Number of Page Views, in % of Unique Internet Users, January 2014 & January 2015
- Most Trusted E-Commerce Websites, in % of Respondents, 2012 & 2013
- Latest Online Purchase Destination, by Merchant Type, in % of Online Shoppers, Q1 2014
- Profile of D-Market Elektronik Hizmetler Ticaret A.S.
- Profile of GittiGidiyor A.S.
- Profile of Vipindirim Elektronik Hizmetler ve Ticaret A.S.
Online shopper penetration in Turkey improved significantly from 15% of individuals aged 16-74 in 2010 to 31% in 2014.

**Turkey: Online Shopper Penetration, in % of Individuals, 2010 - 2014**

Survey: based on a survey of households and individuals, ages 16-74, conducted in Q1 of each year.
Definition: Individuals who purchased goods or services over the Internet for private purposes regardless of the last date of purchase.
Source: Turkey Statistical Institute, August 2014.

The number of mobile Internet subscriptions in Turkey grew to 30 million in Q3 2014, accounting for 75% of all Internet subscriptions.

**Turkey: Number of Mobile Internet Subscriptions, in millions and in % of Total Internet Subscriptions, Q3 2012 - Q3 2014**

Definition: Mobile Internet from mobile handset, other types of subscriptions included in the total are xDSL, mobile Internet from computer, cable Internet, fiber and other.
Methodology

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.
- The report covers the B2C E-Commerce market. It takes into account a wide definition of B2C E-Commerce, and might include mobile commerce and social commerce. B2B E-Commerce and C2C E-Commerce are not included, unless stated otherwise.
- This report contains a Management Summary, summarizing the main information provided in each chapter.
- 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 previous year was used.
- This report includes mainly data from the last 12 months. The exact publication dates are mentioned in every chart.

Methodology of our Turkey B2C E-Commerce Market report:

- In this country report, major trends in the B2C E-Commerce market, sales figures, shares of B2C E-Commerce sales on the total retail market, main B2C E-Commerce product categories, relevant information about Internet users and online shoppers, as well as payment and delivery was included. Furthermore, major players in the B2C E-Commerce market were identified and presented. Players include Internet pure players as well as multi-channel retailers also selling their products online.
- The report starts with an international comparison, where the relevant country is compared to other countries worldwide and in the region in terms of B2C E-Commerce sales, growth and other relevant characteristics.
- The section “Sales & Shares” includes the development of B2C E-Commerce sales, such as historical sales and forecasts, and the share of B2C E-Commerce on the total retail market.
- In the users and shoppers section, we included a review of the development of Internet users, as well as the development of online shoppers. Furthermore, more in-depth information about users and/or shoppers is included, such as for example penetration by age or gender.
- Afterwards, the section “Products” shows the leading product categories purchased online.
- The payment and delivery sections cover the most used B2C E-Commerce delivery and payment methods and related information.
- Finally, the players section includes information about the leading B2C E-Commerce players, including local and foreign companies, ranked by various criteria, such as website visitors and page views. Moreover, the top players were identified and presented in profiles.
**Turkey B2C E-Commerce Market 2015**

**Frequently Asked Questions**

<table>
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<th>What is the target audience for the market reports?</th>
<th>What sources are used for the market reports?</th>
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<tr>
<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>
<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>
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<tr>
<th>What type of researchers are finding the information for our market reports?</th>
<th>What type of analysts are writing the market reports?</th>
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<tr>
<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>
<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>
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<tr>
<th>Where can I see what kind of information is included in the market reports?</th>
<th>Is the information in the market reports comparable from country to country?</th>
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<tr>
<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>
<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>
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<th>How do I order a market report?</th>
<th>In what format are the market reports delivered?</th>
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<tr>
<td>If you would like to order, please fill out the report order form from the market report, a detailed Table of Contents is available in the relevant product brochure. Afterwards, please sign it and send it back to us by fax or e-mail.</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>
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<th>How long does it take me to gain access to the report?</th>
<th>Is the report sent to my email?</th>
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<tr>
<td>In general, potential clients gain access to the report within a few hours after sending out the report order form.</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>
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<th>Is it possible to purchase only selected parts from a market report?</th>
<th>How can I pay for the market report?</th>
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<td>In general, the market reports are only sold as a whole. However, if you are only interested in parts of the report, please contact us.</td>
<td>An invoice issued by yStats.com can be paid either by bank transfer or by PayPal. Bank transfer usually takes a few working days, while with PayPal, the money is transferred immediately.</td>
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<th>Do I have to pay tax if I purchase a report?</th>
<th>Regarding the timing, when will an update of a market report be published?</th>
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<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 if they enter a valid VAT Identification Number into the report order form. Customers from non-EU countries do not have to pay tax. Moreover, tax has to be paid for all private purchases from the EU.</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>
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<th>How many employees of my company have access to the reports?</th>
<th>I have a research request that cannot be answered through the market reports. Are there any further products?</th>
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<tr>
<td>We offer different licensing options. Single User Licenses mean that only one user from an organization can access the report. A Site License, allowing all users within a given geographical location to access the report, is available for double the price. Global Site Licenses, allowing access to all worldwide users of an organization, are available for triple the price.</td>
<td>If you require further information, we also offer “Customized Research” on all sectors and countries worldwide. After a detailed briefing, we conduct pre-research and provide potential customers with an offer.</td>
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<th>Do you offer discounts?</th>
<th>Do you offer an annual subscription of the market reports?</th>
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<td>If you are interested in purchasing several reports, please contact us. We will consider the possibility of bundle pricing.</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>
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Turkey B2C E-Commerce Market 2015

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

Phone: +49 (0) 40 - 39 90 68 50
Fax: +49 (0) 40 - 39 90 68 51
info@ystats.com
www.ystats.com
Twitter LinkedIn Google+ Facebook
# Published Related Reports

<table>
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<th>Report</th>
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<tr>
<td>Eastern Europe B2C E-Commerce Market 2014</td>
<td>October 2014</td>
<td>€ 2,950</td>
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<tr>
<td>Russia B2C E-Commerce Market 2014</td>
<td>October 2014</td>
<td>€ 950</td>
</tr>
<tr>
<td>Middle East B2C E-Commerce Market 2015</td>
<td>March 2015</td>
<td>€ 1,950</td>
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<tr>
<td>MENA B2C E-Commerce Market 2015</td>
<td>March 2015</td>
<td>€ 2,450</td>
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<td>UAE B2C E-Commerce Market 2015</td>
<td>March 2015</td>
<td>€ 750</td>
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<td>Africa B2C E-Commerce Market 2015</td>
<td>February 2015</td>
<td>€ 1,750</td>
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<td>South East Asia B2C E-Commerce Market 2014</td>
<td>July 2014</td>
<td>€ 3,450</td>
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<td>China B2C E-Commerce Market 2014</td>
<td>June 2014</td>
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<td>Europe M-Commerce Snapshot 2015</td>
<td>March 2015</td>
<td>€ 950</td>
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<td>Global M-Commerce 2015: Smartphones &amp; Tablets</td>
<td>February 2015</td>
<td>€ 1,950</td>
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<td>Europe Online Payment Methods: Full Year 2014</td>
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<tr>
<td>Global Online Payment Methods: Full Year 2014</td>
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<td>Europe B2C E-Commerce Delivery 2014</td>
<td>April 2014</td>
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<tr>
<td>Global B2C E-Commerce Delivery 2014</td>
<td>April 2014</td>
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<td>Europe Cross-Border B2C E-Commerce</td>
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# Upcoming Related Reports

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<tr>
<td>Europe Online Gaming Market 2015</td>
<td>April 2015</td>
<td>€ 950</td>
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<tr>
<td>Europe B2C E-Commerce Delivery 2015</td>
<td>First Half 2015</td>
<td>€ 950</td>
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Report Order Form

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Order Date

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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.
TERMS AND CONDITIONS

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, and (iii) any other contracts between us and our customers, as well as any sales and purchase 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 alteration and conditions added to these terms are 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 Forms 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 "Proposal Order Form" accompanied by 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 "Proposal Order Form" accompanied with product brochures stating the contents of the report and the fee due. Upon delivery of the order, our customers can choose between the "Current Edition" of Products, namely (i) our Product "Market Reports" and (ii) our Product "Full Access Global E-Commerce Reports".

2.3 If a customer orders our Product "Market Reports", the customer gets access to the order, report as identified in the Report Order Form and the customer may use that report in accordance with 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 generally published by us during a twelve (12) month period 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 such reports as a "Commercial Use" license in accordance with Section 4.3 below and the other provisions of the Contract.

2.5 Unless agreed otherwise in writing, the contents of our offers may not be made available in whole or in part to 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 offers will become legally binding upon acceptance by the customer. A valid acceptance requires the execution of a "Research Order Form" or our "Proposal 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 off-screen signature, or will otherwise be accepted with the customer with the access data required to access the ordered Product(s) with two (2) days as of the execution of the Contract.

3. TERMS OF PAYMENT

3.1 The contractually negotiated prices are to be paid 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, including transportation costs, as well as to all prices, including transportation costs, as well as to all prices.

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 send our invoice to the 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 any 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 on the expiry date of the due payment date without any further warning 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 can prove that the customers claims have not been acknowledged by us.

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 then be entitled 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.

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, transmit, sell, resell, license, transfer, 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 acceptance of the Products, 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 right to usage rights or any other rights transferred by us under the Order Form, this means that all uses 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 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 We must expressly be named as the author of any data the customer uses further as contractually regulated.

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 the Products. 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 expectations of entrepreneurial discretion, an erroneous assessment of the market situation or the failure to recognize a business action's merits.

6.3 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 also applies in cases of damage caused by the possibility of the products 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 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 of defects or grossly negligent breach of duty on the part of us, fraudulent concealment of a defect and injuries to body, life 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 on third-party rights is limited to the defense of its rights and the European Economic Area as well as the place of its services' normal use as agreed under the applicable Order Form.

7.3 In the event that a third party asserts claims against the customer, alleging that a service performed by us violates the rights of another, 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 taken 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 barriers;
(c) withdrawing the service and refunding to the customer any related compensation paid, as adjusted by an adequate user fee, if we cannot effect 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.

8. LIMITATION OF LIABILITY

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

8.2 In case of simple negligence, we shall be liable limited to the extent that we have violated a material contractual obligation (cardinal obligation) – i.e., an obligation that (i) the customer reasonably relied upon at execution of the applicable Order Form and (ii) was of critical significance to the outcome of performance. As regards property damages and 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 cases.

8.3 Our liability for damages under warranties (Beschwerdehaftung) 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 against us are subject to Sections 6.1 through 8.3.

9. CONFIDENTIALITY

9.1 The Parties shall, in strict confidence during an indefinite period of time 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) are already known or accessible to any third party at the time of disclosure;
(b) one of the parties heretofore received from a third party following disclosure, and such third party is not bound by a duty of confidentiality in relations with the other Party;
(c) must be disclosed by order of and to a government agency or another competent third party;
(d) must be disclosed to legal or tax advisors of the contractual customer in question for consulting purposes.

In the cases of Sections (c) and (d), the parties shall (i) promptly inform each other about a breach of confidentiality and provide any information from which the breach of confidentiality is derived; and (ii) instruct the disclosure of confidential information to the minimum required.

9.2 The Parties shall, in strict confidence during an indefinite period of time 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) are already known or accessible to any third party at the time of disclosure;
(b) one of the parties heretofore received from a third party following disclosure, and such third party is not bound by a duty of confidentiality in relations with the other Party;
(c) must be disclosed by order of and to a government agency or another competent third party;
(d) must be disclosed to legal or tax advisors of the contractual customer in question for consulting purposes.

10. Place of Payment is Hamburg, Germany.

11. 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.

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