INDONESIA B2C E-COMMERCE MARKET
2014

Publication Date: June 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.

yStats.com GmbH & Co. KG
Behringstr. 28a, 22765 Hamburg
Germany

info@ystats.com • www.ystats.com

Phone: +49 (0) 40 - 39 90 68 50
Fax: +49 (0) 40 - 39 90 68 51
General Information

Product Details

Language: English
Format: PDF & Power Point
Number of Pages/Charts: 64
Covered Countries/Regions: Indonesia

Prices

Single User License: € 950 (excl. VAT)  € 750 (excl. VAT)
Site License: € 1,425 (excl. VAT)  € 1,125 (excl. VAT)
Global Site License: € 1,900 (excl. VAT)  € 1,500 (excl. VAT)

Questions Answered in This Report

- What is the state of B2C E-Commerce in Indonesia and how will it develop?
- How do online shoppers in Indonesia make their purchases and what are their characteristics?
- Who are the major players in the E-Commerce space in Indonesia?
The fourth most populous country in the world, Indonesia has had a relatively low penetration of Internet subscribers, below 30% in 2013. However, by 2016 the number of Internet users is projected to top 100 million, with online shopper penetration also increasing. One of the drivers of the growth is the anticipation of new E-Commerce legislation expected to be introduced in Indonesia in 2014 to replace the current unclear regulations for the industry. Among the considerations in the proposed legislative package are provisions to strengthen consumer rights, such as the obligation of merchants to provide full information about their services and their legal status.

Over half of Internet users in Indonesia access the web via mobile cellular devices, and a quarter of all adults in the country have a smartphone. The highest potential for mobile commerce in Indonesia comes from instant messaging and social networking apps, which are among the most popular activities carried out on Indonesian smartphones. Some popular messaging apps, such as Line and KakaoTalk already have the E-Commerce option integrated in their function. Shopping via mobile browsers and retail apps is also on the rise, with some merchants reporting as much as one third of total online sales coming from mobile users.

Social media is an important channel for online shopping in Indonesia, ranking above other factors that encourage consumers to shop online. Overall, consumers in Indonesia are among the most active worldwide in terms of social media usage. Not only do they review the products and communicate with merchants through social media, but also many shoppers regard the social media as a convenient direct shopping channel. Some startups in Indonesia make it their business to assist sellers in promoting their products through social media and aggregate their offerings in a single online shopping destination.

Given the recent growth and still untapped potential for online shopping, the competition landscape in Indonesia is very diverse, featuring models such as C2C forums and classifieds, C2C online marketplaces, B2C E-Commerce merchants and social network sellers. Across these models, the C2C online portal OLX (formerly Tokobagus) had the largest penetration on online shoppers in Indonesia in Q1 2014, followed by online classifieds website Berniaga, online forum and marketplace Kaskus and B2C online merchants Lazada and Zalora. Of the foreign E-Commerce websites, Amazon.com, eBay.com and Aliexpress.com are the most popular. Of the three, only eBay has local operations in the form of an online marketplace Blanja.com, a joint venture with Telko Indonesia.

Though online shopping is increasing across all product categories, apparel leads as the most purchased product category for both male and female consumers.
Indonesia B2C E-Commerce Market 2014

Table of Contents (1 of 3)

1. MANAGEMENT SUMMARY

2. OVERVIEW & INTERNATIONAL COMPARISONS
   - B2C E-Commerce Overview and Comparisons, 2014
   - Ranking within Top 10 Countries by B2C E-Commerce Sales Growth, in % Year-on-Year Growth, 2013
   - Smartphone Owner Penetration on Total Population and Mobile Shopper Penetration on Smartphone Owners, in %, Compared to Selected Emerging Markets, May 2013
   - Internet Usage Categories with Highest Penetration, Compared to Global Average, in % of Internet Users, March 2013
   - Top 3 Product Categories in B2C E-Commerce, Compared to Selected Countries in South East Asia, 2013

3. TRENDS
   - B2C E-Commerce Regulatory Trends, 2014
   - M-Commerce Trends, 2014
   - Social Media Trend in E-Commerce, 2014 and Factors that Would Encourage to Shop More Online, in % of Online Shoppers, March 2014

4. SALES
   - B2C E-Commerce Sales of Goods and Services, and Forecast, in USD billion, and in % Year-on-Year Change, 2012 - 2016f
   - B2C E-Commerce Sales of Goods and Forecast, in USD billion, and in % Year-on-Year Change, 2012 - 2016f
   - B2C E-Commerce Sales and Forecasts, in USD billion, by Comparative Estimates, Ranked by CAGR in %, 2012 - 2016f

5. SHARES
   - Share of B2C E-Commerce on Total Retail Sales, in %, 2012-2016f
6. USERS / SHOPPERS

- Overview of Online Shoppers and Online Shopping Trends, 2014
- Number of Internet Users, in Millions, and in % Penetration on Population, 2009 - 2013
- Internet Users Number Forecast, in Millions, and in % Penetration on Population, 2014f – 2016f
- Breakdown of Internet Users, by Age Group, in %, March 2013
- Breakdown of Internet Users, by Gender, in %, March 2013
- Types of Internet Access, in % of Internet Users, 2011 & 2012
- Mobile Phone Penetration, in % of Total Population, March 2009 - March 2013, and Smartphone Penetration, March 2009 - March 2013
- Number of Online Shoppers, in millions and in % Share of Internet Users, 2012 & 2013
- Online Shoppers Number Forecast, in millions and in % Share of Internet Users, 2014f – 2016f
- Online Shoppers Number, in millions, by Comparative Estimates, Ranked by Year-on-Year Change, in %, 2012 & 2013
- Online Shoppers Number Forecast, in millions, by Comparative Estimates, 2014f – 2016f
- Breakdown of Online Shoppers, by Age Group, in %, 2013
- Breakdown of Online Shoppers by Groups, incl. Share on Total Online Shoppers, Average Spending/Frequency and Minimum Number of Categories Purchased, 2013
- Factors Influencing the Purchasing Decision, in % of Online Shoppers, 2013
- Breakdown of Most Used Online Shopping Methods, in % of Online Shoppers, March 2014
- Breakdown of Major Online Shopping Channels, in % of Online Shoppers, 2013
- Used Online Shopping Channels, in % of Online Shoppers, by Male and Female, 2012

7. PRODUCTS

- Products Purchased in B2C E-Commerce, in % of Online Shoppers, 2013
- Products Purchased in B2C E-Commerce, in % of Online Shoppers, by Male and Female, 2012

8. PAYMENT METHODS

- Payment Methods Preferred in B2C E-Commerce, in % of Online Shoppers, 2013
- Breakdown of Used Online Payment Methods, in % of Online Payment Users, 2013

9. DELIVERY METHODS

- B2C E-Commerce Delivery Overview and Trends, 2014
- Share of Online Shoppers who Received Free Delivery, in %, July 2013
- Share of Internet Users Having Concerns about Untimely B2C E-Commerce Delivery, in %, July 2013
## 10. PLAYERS

- Overview of E-Commerce Players, 2014
- Most Popular E-Commerce Websites, in % of Online Shoppers, March 2014
- Most Visited Websites in Retail Category, by Unique Visitors, in Millions, March 2013
- Overview of Top 3 Online Shopping Forums and C2C Classifieds Websites by Rank, June 2014
- Overview of Top 3 Local C2C E-Commerce Websites by Rank, June 2014
- Overview of Top 3 Local B2C E-Commerce Websites by Rank, June 2014
- Overview of Top 3 Foreign E-Commerce Websites by Rank, June 2014
Only XX% of online shoppers in Indonesia made their purchases mainly via online shops in 2013, while XX% did so via groups and social media.

**Indonesia**: Breakdown of Major Online Shopping Channels, in % of Online Shoppers, 2013

The C2C online portal Tokobagus had the largest penetration on online shoppers in Indonesia in March 2014 (XX%).

**Indonesia**: Most Popular E-Commerce Websites, in % of Online Shoppers, March 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.
- This 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.
- 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 includes mainly data from the last 12 months. The exact publication dates are mentioned in every chart.

Methodology for our Indonesia B2C E-Commerce Market report:

- This report contains a Management Summary, summarizing the main information provided in each chapter.
- 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, and relevant information about Internet users and online shoppers were included. Furthermore, major players in the E-Commerce market were identified and presented.
- The report starts with an overview of the B2C E-Commerce market and an international comparison, where the relevant country is compared to other countries worldwide in terms of B2C E-Commerce sales and growth.
- The trend section includes an overview of trends on the B2C E-Commerce market, such as social commerce and M-Commerce.
- The section “Sales” includes the development of B2C E-Commerce sales, including historical sales and forecasts.
- In the shares section, the report shows the share of B2C E-Commerce on the total retail market.
- In the users / 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 is included, such as for example breakdowns by age.
- Afterwards, the section “Products” shows the leading product categories among online shoppers.
- The payment and delivery section covers B2C E-Commerce delivery and payment methods.
- Finally, the player section includes information about the leading E-Commerce players, including local and foreign companies. Top three players in each segment were presented in a greater scope, including general description, website rank and important news.
Frequently Asked Questions

WHAT IS THE TARGET AUDIENCE FOR THE MARKET REPORTS?
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.

WHAT TYPE OF RESEARCHERS ARE FINDING THE INFORMATION FOR OUR MARKET REPORTS?
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.

WHERE CAN I SEE WHAT KIND OF INFORMATION IS INCLUDED IN THE MARKET REPORTS?
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.

HOW DO I ORDER A MARKET REPORT?
If you would like to order, please fill out the report order from included in the relevant product brochure. Afterwards, please sign it and send it back to us by fax or e-mail.

HOW LONG DOES IT TAKE ME TO GAIN ACCESS TO THE REPORT?
In general, potential clients gain access to the report within a few hours after sending out the report order form.

IS IT POSSIBLE TO PURCHASE ONLY SELECTED PARTS FROM A MARKET REPORT?
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.

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 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.

DO YOU OFFER DISCOUNTS?
If you are interested in purchasing several reports, please contact us. We will consider the possibility of bundle pricing.

WHAT SOURCES ARE USED FOR THE MARKET REPORTS?
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.

WHAT TYPE OF ANALYSTS ARE WRITING THE MARKET REPORTS?
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.

IS THE INFORMATION IN THE MARKET REPORTS COMPAREABLE FROM COUNTRY TO COUNTRY?
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.

IN WHAT FORMAT ARE THE MARKET REPORTS DELIVERED?
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.

IS THE REPORT SENT TO MY EMAIL?
In general, we provide customers with access to our website. After logging in, the customer can download the report as PowerPoint and PDF files.

HOW CAN I PAY FOR THE MARKET REPORT?
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.

REGARDING THE TIMING, WHEN WILL AN UPDATE OF A MARKET REPORT BE PUBLISHED?
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.

I HAVE A RESEARCH REQUEST THAT CANNOT BE ANSWERED THROUGH THE MARKET REPORTS. ARE THERE ANY FURTHER PRODUCTS?
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.

DO YOU OFFER AN ANNUAL SUBSCRIPTION TO THE MARKET REPORTS?
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.

WHAT IS THE TARGET AUDIENCE FOR THE MARKET REPORTS?
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.

WHAT TYPE OF RESEARCHERS ARE FINDING THE INFORMATION FOR OUR MARKET REPORTS?
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.

WHERE CAN I SEE WHAT KIND OF INFORMATION IS INCLUDED IN THE MARKET REPORTS?
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.

HOW DO I ORDER A MARKET REPORT?
If you would like to order, please fill out the report order from included in the relevant product brochure. Afterwards, please sign it and send it back to us by fax or e-mail.

HOW LONG DOES IT TAKE ME TO GAIN ACCESS TO THE REPORT?
In general, potential clients gain access to the report within a few hours after sending out the report order form.

IS IT POSSIBLE TO PURCHASE ONLY SELECTED PARTS FROM A MARKET REPORT?
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.

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 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.

DO YOU OFFER DISCOUNTS?
If you are interested in purchasing several reports, please contact us. We will consider the possibility of bundle pricing.

WHAT SOURCES ARE USED FOR THE MARKET REPORTS?
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.

WHAT TYPE OF ANALYSTS ARE WRITING THE MARKET REPORTS?
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.

IS THE INFORMATION IN THE MARKET REPORTS COMPAREABLE FROM COUNTRY TO COUNTRY?
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.

IN WHAT FORMAT ARE THE MARKET REPORTS DELIVERED?
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.

IS THE REPORT SENT TO MY EMAIL?
In general, we provide customers with access to our website. After logging in, the customer can download the report as PowerPoint and PDF files.

HOW CAN I PAY FOR THE MARKET REPORT?
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.

REGARDING THE TIMING, WHEN WILL AN UPDATE OF A MARKET REPORT BE PUBLISHED?
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.

I HAVE A RESEARCH REQUEST THAT CANNOT BE ANSWERED THROUGH THE MARKET REPORTS. ARE THERE ANY FURTHER PRODUCTS?
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.

DO YOU OFFER AN ANNUAL SUBSCRIPTION TO THE MARKET REPORTS?
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.
Indonesia B2C E-Commerce Market 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.”

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 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
# Indonesia B2C E-Commerce Market 2014

## Report Order Form

### PLACE YOUR ORDER OFFLINE
- Scan and email this form to order@ystats.com
- Fax us at + 49 40 39 90 68 51 using this form

### PLACE YOUR ORDER ONLINE
- All our reports are also available for purchase online in our Online Shop.

### CHOOSE YOUR REPORT(S) AND LICENSE* TYPE(S)
Please confirm the license type and reports:

<table>
<thead>
<tr>
<th>Report Title</th>
<th>Publication Date</th>
<th>Price (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CHOOSE YOUR PAYMENT METHOD
Choose Your Preferred Payment Method:

- Credit Card
- VISA
- MasterCard
- China UnionPay

- Bank Transfer (offline orders only)
  - Bank Transfer information will be provided to you in the invoice you receive following submission of an Order Form offline.

- PayPal
  - An invoice will be sent via e-mail to the e-mail address as listed in the contact details below. Payment via PayPal will be made available upon receipt of the invoice.

### COMPLETE YOUR CONTACT DETAILS
An Invoice will be sent to your company

<table>
<thead>
<tr>
<th>TITLE</th>
<th>FIRST NAME, LAST NAME</th>
<th>COMPANY</th>
<th>E-MAIL</th>
<th>JOB TITLE</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FAX</th>
<th>STREET</th>
<th>CITY</th>
<th>STATE/PROVINCE</th>
<th>COUNTRY</th>
<th>POSTAL CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### HOW DID YOU FIND US?

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

### SIGNATURE

EU COMPANIES MUST SUPPLY VAT NO.

PURCHASE ORDER NO. (IF REQUIRED)

ORDER DATE

All orders are subject to the Terms & Conditions contained on our website. All reports are provided in PDF and PowerPoint formats. yStats.com may contact you in the future about receiving our free newsletter or other mailing. If you do not wish to be contacted, please advise us accordingly. Your contact information will not be sold or shared with other organizations.

* Please be advised that when purchasing a report, you have the option to choose between a Single User License (allowing one single user access to the report), a Site License (allowing up to 10 users in a particular geographic location access to the report), or a Global Site License (allowing up to 10 users of a company worldwide to access the report). Please choose the license that suits your needs best. Failure to comply with our Terms and Conditions with respect to appropriate license usage may result in legal action.
Indonesia B2C E-Commerce Market 2014

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 ("we", "us", or "our") and you ("you", "customer", "buyer") for the purchase of our reports both on- and off-line, (ii) custom research services, (iii) full access subscriptions, and (iv) any other contract for the use and/or distribution of our reports. All terms and conditions referenced to these terms and conditions (and any reports and other services and products which we may make available to the customer under a Contract herewith the "provisions").

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 and in writing confirmed by us as 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 & OFFERS

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

2.2 Our homepages contain information about pricing, acceptable payment methods and product brochures. To make a purchase, Market Report direction is provided through Add to Cart and 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 our custom research offers offline via the online shop, please select the customized report on the appropriate online form or by clicking on the Fax Order button on our websites. Simply fill out the Report Order Form which we will return with a duly authorized representative. Upon the completion of the Order Form we will send the customized report to the customer via fax/email or PDF attachment.

2.4 If you order your 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. The current terms and conditions of use and/or subscription are hereby formed an Order Form to be filled out and signed by a duly authorized representative. Concurrently, this Order Form has been completed and signed, please send the Order Form via fax/email or PDF attachment.

2.6 If you order one of our "Full Access Subscriptions", you gain access to any e-Commerce reports within the scope of the subscription. All reports are due to the customer within 15 days of the date of 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 Orders for the current year can be modified in writing, the contents of our offers may not be available made 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 the customer in the form of a "Research Proposal" with a PDF or other accompanying material containing the nature of the service to be rendered, the services to be rendered, the time required for the study, structure of payments (if any) and the total fee due. You are also given the offer containing the Research Order Form, having a duly authorized representative, submit the Research Order Form and then submitting the Research Order Form to us via fax/email or 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 refer- enced 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 Payment is due upon execution of the Order Form, unless otherwise agreed in the Order Form. A reasonable additional fee for these services will be discussed and agreed upon with the customer before commencement of any work and will be submitted on the final invoice as applicable to the cost of the services rendered.

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 upon execution of the Contract. Any (revised) for any subsequent contract years, will be sent to you upon commencement of each contract year.

4.5 All payments shall be due no later than upon the date set forth in the Invoice, without any deductions. Products will not be dispatched and services will commence upon 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 contract relationships. Retention of title or security interest are excluded only on the condition that the customer has unsuccessfully or is ready for decision.

4.7 In the event of a customer default in payment or other apparent credit unacceptability, all remaining claims against that customer shall become immediately due and payable in full. This only applies if the custo- mer has failed to make the payments term 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 services are solely owned by YStats Publishing. We reserve all rights to publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any manner use 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/producer if the 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 order to use our products 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 its specific company only and excludes any third parties, including affiliates.

6. TECHNICAL INFORMATION

6.1 We may use the following standardized data formats: PowerPoint and PDF. For custom research reports, Excel documents may also be provided, upon request.

6.2 We 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 obligations.

6.3 Upon successful processing of payment, payments 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 services) in the aforementioned standard 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 discrimination, an erroneous assessment of the market situation or the failure to recognize a business actor's merit.

7.3 Defect-based claims are further excluded in cases of excessive or improper use or in connection with negligence and/or other extraordinary circumstances.

7.4 Claims for defects as to quality expire by 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 harm caused by serious negligence of the part of the us, fraudulent concealment of a defect and injures 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 services are used in a manner that is prohibited by law.

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 of the place of its services proper as agreed under the applicable Order Form.

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 your request, the Customer shall assist us with the defense against third party claims according to Section 8.3, where the Parties bearing the costs of the use of its personnel and expense.

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 In cases of simple negligence and/or organizational negligence, we are liable for damages, 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/or - subject to the limita- tion of the unlimited liability, due to damage caused by a breach of a material contractual obligation. Internal 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 da- mage 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 vicari- ous agents as well as by our bodies, employees and vicarious agents personal liability.

9.5 Our liability for damages under warranties (Beweisshaftung/organisiert) 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 are subject to sections 8.1 through 8.5.

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 this contract services covered by the Contract and shall not disclose such data and information materials that:

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 (Gesondmers) under public law, the domicile of either of the Parties shall be the place of delivery of payment, regardless of the place of delivery of payment.

11.2 In Contracts with merchants, legal persons under public law, or special assets (Gesondmers) under public law, the domicile of either of the Parties shall be the place of delivery of payment, regardless of the place of delivery of payment. The Contract is conclusively determined by law. The place of arbitration in Hamburg. Governing law is German law under exclusion of the CISG.