

Terms of Service

for Advertisement- and Incentive-Programs of SETIMO International

SETIMO International FZE, Fujairah Tower 1106, P.O. Box 4422 Fujairah UAE, (hereinafter mentioned as: **SETIMO or Party**) is operating an advertising portal and an auction portal available on the webpage www.likesxl.com (hereinafter mentioned as: LikesXL). Please read these Terms of Service for Advertisement- and Incentive programs of LikesXL (hereinafter mentioned as: **Terms**, partially also known as **T&C an**) carefully, as it is a binding contract. The Terms regulate the participation of the customer (also known as: **Party**) in SETIMO Advertisement- and Incentive-Programs as well as the extended services (hereinafter mentioned as: **Program or Programs**), which are accessible over the appropriate LikesXL-Account. The customer can either be a legal body or a natural person. Should it be a natural person, he should be someone with complete legal capacity and the person must be of full age¹. These Terms are agreed on between SETIMO and the customer. Each customer has to agree to these Terms of Service with the registration. The customer accepts the Terms in electronic format only. The Terms are exclusively valid for the usage of the programs offered by SETIMO and are components in every legal relation between the customer and SETIMO.

News and messages in relation with LikesXL as well as the cancellation have to be sent by the customer via standard mail to the registered office:

Setimo International FZE
Fujairah Tower 1106
P.O. Box 4422 Fujairah UAE

Or it is to be sent
via E-Mail to: support@likesxl.com .

¹ „Being of full age“ is settled by the relevant laws or other regulations of the place of residence of the natural person, but they have to be at least 18 years old.

The parties agree to the following:

1. Programs

- 1.1. The usage of the programs is subject to the **current version of the applicable terms of service** (and the privacy policy (https://www.likesxl.com/wp-content/uploads/2016/10/Datenschutz_Cookie_policy.pdf)), which can be each obtained under the mentioned links. Some frequently asked questions are answered without any obligation for SETIMO on the LikesXL website in the section of frequently asked questions (FAQs).
- 1.2. The customer is aware and accepts that if he/she purchases Bids Packs, he/she is buying bidding options (i.e. auction bids etc.) exclusively, and the obligation by SETIMO is considered to be rendered in full upon purchase. In addition, the customer is informed and agrees that, when participating in the incentive programs in connection with the Bids packs, payment by SETIMO is completely voluntary and is and will not be guaranteed by SETIMO.
- 1.3. **Content submitted by the customer within the framework of advertising bookings** (e.g. advertisement videos and the likes) **shall apply:**

The customer is solely responsible for:

- a.) All contents (creative, artistic etc., also known as **Content**), SETIMO assumes no responsibility for this content nor will SETIMO comment, endorse or reject it.
 - b.) The selection of advertisement and the form of advertisement (Banner, Full Banner, Geotargeting etc.)
 - c.) Objects, to which the content leads the viewers e.g. to Landing Pages, as well as the appropriate URL's and forwarding to the target pages,
 - d.) Services and products (both in short: **products**), which are advertised on the target pages,
 - e.) Copyrights, respectively intellectual property rights of thirds.
- 1.4. The customer will NOT transmit objects which contain viruses, Trojans, Malware, Spyware, Web-Crawler or other items that contain harmful Codes or that consciously conquers or evades the security measurements of a program.

- 1.5. With the transmittance of content, the customer agrees to the examination of the transmitted content through an employee of SETIMO and will in case of a complaint either correct the content or will terminate the order.
- 1.6. Repeated breach of duties can lead to the suspension of the program for the customer or to deletion of the customer account itself. Such self-caused suspension and/or a self-caused deletion obviate any claims of damages by the customer.
- 1.7. **For the termination of advertisement in the framework of programs applies:**
The customer can have his advertisement be taken offline. The deleted advertisement will generally be removed from the LikesXL website within 24 hours during regular business hours. Should it take longer than that, there will be no claims of damages accepted from the customer. The customer remains obliged to pay the fees incurred as a result of the delivery of advertising. (e.g. payments based on conversion) until the advertisement has been removed..
- The customer must cancel the advertisement
- (a) online through a customer account if available, or
 - (b) if the before mentioned function is not available the customer has to send it to SETIMO via email to: support@likesxl.com
- 1.8. Even if the customer provides his submitted content after a given date determined by SETIMO or not at all, his payment obligation remains due.

2. Customer Terms and Conditions:

Under no circumstances will SETIMO be subject to the Terms and Conditions of the customer. The customer explicitly agrees to this point.

3. Terms of Reference.

- 3.1. More than one account at LikesXL per Customer / legal entity is explicitly not permitted. If such accounts become known they will be irrevocably terminated and cumulated commissions will be forfeited. Furthermore, SETIMO reserves the right to reclaim already paid funds as well as the assertion of compensation of damages.
- 3.2. Systematic data- or other content retrieval of the advertisement portal www.likesxl.com to directly or indirectly create or summarize a Database or directory is not permitted without the written consent of SETIMO. In addition, the use of contents or materials is forbidden for any purpose which has not been expressly permitted in these terms and conditions.
- 3.3. The customer must deactivate the Adblocker for the LikesXL website; otherwise a participation in the incentive program is and will not be possible.
- 3.4. **The customer will not himself and also will not allow any third parties to,**
 - a.) use the name, any logos, any product names and company names of LikesXL without getting prior permission by SETIMO in writing.
 - b.) save any content of this page, to download, to sell, to licence, to rent, to lease, to modify, to distribute, to copy, to make public, to work on or to create derivatives from SETIMO without a particular written consent from SETIMO.
 - c.) create automated, fraudulent or for other reasons invalid impressions, inquiries, clicks or conversions,
 - d.) keep secret conversions for programs where those have to be made known,
 - e.) use automated instruments or any other form of scraping or data extraction, to get access to information in relation to SETIMO-Advertisement, to access objects, to request these or to collect these in other forms without authorization from and by SETIMO in written from explicitly,
 - f.) violate Patents, brand mark rights- and/or model-rights, copyrights, personality rights, licence rights, the privacy sphere or the rights of ownership for third persons,
 - g.) place unwarranted or unwanted commercials and mass emails (also known as junk-or Bulk-E-Mails or known as "Spam") or send chain letters,
 - h.) use phishing or pharming,

- i.) use viruses, Trojans, spyware and web-crawler or other computer codes, which are used to disturb, damage or to make data or other information available for third parties by accessing software, hardware or telecommunication systems,
- j.) support or participate in onslaughts against the website LikesXL, to access their servers, systems or networks,
- k.) pretend to be another natural or legal entity, including employees or agents of this advertising portal,
- l.) bill a person for the usage of Likes XL or its programs or to receive a compensation, unless there is a separate explicitly written consent by SETIMO for it,
- m.) violate technical specifications, which are made available on objects and/or in the guidelines of this point in the terms of service, or
- n.) advertise services (e.g. prostitution,), Substances (e.g. Cannabis), Products (e.g. alcohol and tobacco) or materials, which are against the usable rights in one of the countries in which the advertisement is shown, operated or in other ways made public,
- o.) upload to LikesXL any commercials with sexual content or which is otherwise ethnically offensive,
- p.) act in another unlawful or fraudulent way, according to the rights of the country or state respectively, in which a commercial is made public.
- q.) transmit or advertise contents which are not in accordance with the requirements of the respective media laws or other legal regulations for advertisements; in particular to observe are:
- r.) to provide or promote content, which includes threats, harassment, insults, slander, insult, mockery or false suspicion or discuss the highly personal area of life without the express consent of the person concerned in a way that is likely to expose him to the public

3.5. **Income-disclosure-policy** (hereinafter: IDP):

SETIMO is trying very hard, that LikesXL complies with all legal requirements of the advertising industry and the best business practices. Many customers are enthusiastic about LikesXL and would like to promote it inter alia through disclosure of revenue generated through LikesXL. To protect SETIMO and its partners from legal claims,

SETIMO has developed a policy on the disclosure of income that customers can achieve with the LikesXL program. This IDP serves to provide truthful, current and comprehensive information about LikesXL itself in particular and especially about the income of customers who take advantage of the incentive program. Therefore, the following rules apply to reporting and advertising of LikesXL:

- 3.6. The information must be true, clear and evident. That means it has to:
 - a.) correspond to the facts and be up-to-date.
 - b.) not be covered or hidden under a variety of empty words, but distinct and easily recognizable which means clearly visible. The (main) content of the information may not disappear in the fine print. It must be easy to see.
 - c.) be in simple language, which is understandable by the target group.
 - d.) not be accompanied by other distractions.

- 3.7. All information requires a proof of correctness, regardless of whether they come from SETIMO or its environment. Proof in this sense means to have evidence which demonstrates the information given. Also the FTC² requires in its guidelines that you must have evidence before disseminating information. In other words, if for example a company or its sales representatives make marketing statements about LikesXL, these statements must be backed up with reliable data. Reliable data are in particular scientific studies and reports.

- 3.8. The IDP prohibits income disclosures via Twitter, because Twitter provides too little space with its 160 characters to ensure an income disclosure of necessary content. Also inserted hyperlinks or similar do not meet the standards of the FTC, which is the reason why income disclosure through Twitter is generally prohibited.

- 3.9. The minimum information for the disclosure to third parties, about how much their own income or the income potential from LikesXL in general, are:
 - a.) an indication of the average amount of time -either weekly or monthly- which has to be spent by the respective customers who participate in the incentive

² The **Federal Trade Commission** is an independent Federal Authority of the United States of America located in Washington, D.C.

programmes, broken down by Bids packages (green, silver, gold, etc.) and downlines.

- b.) The year or years in which the disclosed income were achieved.
- c.) Information on the average of all earned income within a given level.
- d.) The highest and lowest income achieved per week or per month by a customer.
- e.) The percentage of customers who achieved the average income.

3.10. The following Diagram is a sample, that shows the minimum requirements for a compliant disclosure of income to third according IDP:

Level	Average amount of customers per level who received incentive payments	Distribution of the distributors in percent (%)	Span of weekly income	Average weekly income	Average Working time
Blue	240.000	49,18%	0 – 50 €	14,30 €	8 hours
Green	160.000	32,79%	0 - 350 €	196,80 €	21 hours
Silver	75.000	15,37%	50 - 1.350 €	846,25 €	43 hours
Gold	12.000	2,46%	200 - 4.000 €	1.998,50 €	52 hours
Diamond	1.000	0,20%	900 - 12.000 €	7.759,34 €	> 60 hours

3.11. SETIMO will try to keep the income disclosure as current as possible. However, more than a semi-annual update is not possible.

3.12. Below are some illustrative examples of unauthorized actions, if they are not followed at the end with testimonials or a similar detailed description in both word and picture of the official income disclosure by Setimo in sufficient length.

It is inadmissible to pretend in video presentations that:

- **a nurse for example has actually quadrupled what she has ever earned previously as a nurse.**

Because without specific details, the principles of clearness and clarity are violated.

- **Customers who have reached diamond level or have five downlines, earn up to 30k, 40k, 60k or 70k per month.**

Information about income ranges could be misleading if the span is too large (30k to 70k per month). As a result, the average (future) customer assumes that the average will lie in the middle and a considerable number of people

must have achieved results in the top pane. If the customer still wants to publish such information, he must assure that the percentage of those who actually received the average revenue in the respective bids package level or in the respective downline must also be clearly and distinctly disclosed.

- **With LikesXL one can afford:**

- o to go on extended family vacations to exotic places,
- o afford expensive cars or
- o be able to buy huge villas.

If the customer still wants to publish such information, he must make a true disclosure of income that meets the requirements of IDP including the official LikesXL income disclaimer.

3.13. In summary, all potential future customers must receive all necessary information communicated to them in a clear and distinct way, so he is in a position to recognize the underlying facts and make his decisions based on full and true information. If this is not guaranteed when recruiting, be it through video or in a different way, the advertising of LikesXL is strictly prohibited to anybody.

3.14. Also a violation of the IDP as part of the terms entitles SETIMO, apart from all other legal steps, to the immediate closure or suspension of the violating customers' account.

3.15. In the event of a breach of terms, SETIMO can reveal the identity of that customer and pass it onto federal or state authorities, or take other legal action. Customers commit themselves to not assert any claims whatsoever against the company for such disclosure.

3.16. **Income Disclaimer:**

The customer agrees to use an income Disclaimer of the following contents if he makes advertising for LikesXL and thereby discloses income:

The figures do not represent the net income, since expenses such as the purchase price for Bids-packages, costs for the downlines, taxes, fees and the like are not included.

Moreover, the designated income is not necessarily representative of the income a LikesXL customer can earn with the participation in the incentive programs. These figures are by no means guarantees nor are they projections or similar of the actual income or earnings of a customer. Success with LikesXL depends on the successful implementation of a strategic plan, hard work, diligence, enthusiasm and leadership.

- 3.17. Such an income Disclaimer must be made sufficiently perceptible to the third / receiving party, namely, in the same media as the advertising has been done with. If the advertising was made with an image, then the income disclaimer must also be shown by means of image that is visible for a sufficient time. With acoustic advertising, the income Disclaimer must also be rendered through spoken word. In a video with sound, the income disclaimer must be seen in the video **and** additionally be read.

4. Customer Obligations

- 4.1. The customer is obliged:
- (a.) to follow these terms and to comply with them.
 - (b.) to address all requests and notifications relating to LikesXL solely to SETIMO, as well as all messages and requests falling under these terms that are related to advertising on objects from partners.
 - (c.) not to collect any information about other customers of this website or to use such information for the transmission of unsolicited bulk email or other electronic communication for his/her own commercial purposes or other third parties.
 - (d.) to communicate any information and data at all times correctly and truthfully to SETIMO. SETIMO may at any time request the customer, to confirm or validate the accuracy of his information, or to request documents or other evidence proving the correctness of the information given by the customer.
 - (e.) to agree to the framework of the data protection declaration for the transmission of data:

that means among other things, that SETIMO may entrust third parties with the review of the creditworthiness of the customer, to carry out payments to SETIMO, to the collection of accounts receivable owed to SETIMO, and/or to take care of the customer accounts. SETIMO is expressly entitled to forward information to such third parties by the customer.

- (f.) to only use his true, current first and last name as stated in his passport or ID Card, i.e. the usage of pseudonyms or stage names is prohibited,
- (g.) to open the account entirely for their own account and use,
- (h.) to always keep all data and information up to date,
- (i.) to always keep the password for his account safe and secure and never to communicate or to announce it towards third parties. SETIMO will never ask customers outside of the login area, to divulge his password to SETIMO or any third parties.
- (j.) to not allow any third parties to access to their LikesXL account or to permit recognizing or skimming the password if accessing their LikesXL account;
- (k.) not to choose a password for his LikesXL account that is easy to guess from information that someone could get or gain about customers;
- (l.) to never enter his password outside the SETIMO website.
- (m.) to make sure, if he uses his LikesXL account on a public computer or a computer to which multiple people have access, that his login data is not stored or intermediately stored or otherwise recorded. When using his own personal computer, he is obliged to ensure that only he has access to this computer.
- (n.) to provide certainty about the safety of the technology and software used and avoid risks to the extent of possible common knowledge. For example, by installing and updating customary programs and a firewall, as well as to avoid risks for SETIMO through regular updates.

4.2. Should the password be or become insecure due to any suspicion or indication that his password or other security features have been lost, stolen, used, used without authorisation or otherwise injured, the customer is obliged to change his password immediately. Furthermore, the customer must promptly contact SETIMO and communicate the loss or the uncertainty of his password so SETIMO can (temporarily) block his account and provide him with a new password on request

4.3. **Security of the customer's e-Mail-account:**

The customer is obliged to ensure that his email account is safe and he will never reveal his E-Mail password to third parties because SETIMO can use his E-Mail address to reset his password or the communication about the security of his account. At the same time, the customer can be prompted to prove one's identity. Should the customer suspect

that the E-Mail address stored at LikesXL could be at risk, the customer is obliged to immediately contact SETIMO.

4.4. **Third party Websites**

The customer can be routed via links or frames from LikesXL to online retailers or other websites of third parties. The customer is obliged to read the terms and conditions and privacy policy of such third party, before he uses such sites. These sites may contain information or materials that are illegal, or which other people find inappropriate or offensive. These third parties Web pages are not under the control of SETIMO and will be neither monitored nor verified. SETIMO takes no liability and cannot be made liable for the content of such merchants and/or the Web sites of other third parties.

5. Warranties and Rights

- 5.1. the customer represents and warrants that it has all necessary rights to the submitted content and landing pages, that SETIMO needs to provide for its program immanent services. The customer cedes these rights SETIMO.
- 5.2. the customer represents and warrants that all of his or on behalf of his provided information and permissions are complete, lawful and valid.
- 5.3. the customer guarantees and provides warranty that the usage, the services, or landing pages will not lead to or support a violation of applicable laws, regulations, policies, agreements and any other relevant legislation, as well as by promotional codes.
- 5.4. the customer guarantees and provides warranty that the usage, the services, or landing pages will not lead to or support a violation of intellectual property rights, such as in particular trademark, copyright or other rights, as well as business secrets and also will not injure any other legal provisions.
- 5.5. the customer guarantees and warrants that the usage, the services, or landing pages will not breach or nor encourage to breach the rights of a Contracting Party or another third

party or contain content that is ethically objectionable, offensive, obscene, threatening, defamatory, or otherwise unlawful.

- 5.6. SETIMO is entitled to the immediate removal of the contractual hyper - and/or frame-link if reasonable suspicion exists that the contents of the websites referenced are contrary to law or infringe rights of third parties. A reasonable suspicion for an illegal or a violation of law exists in particular if courts, agencies and/or other third parties inform SETIMO thereof.
- 5.7. the customer represents and warrants that the submitted content contains no harmful components such as viruses, Trojan horses, spyware, Web crawlers or similar.
- 5.8. the customer warrants to protect and keep SETIMO harmless from all claims of third parties, which are based on the content provided by the customer and will indemnify and reimburse SETIMO of all costs arising from the - alleged- infringement.
- 5.9. the customer warrants to indemnify, to defend and to keep SETIMO harmless from all claims, demands, damages or other losses, including but not limited to, reasonable attorneys' fees, resulting from any use of the website LikesXL in violation of the terms or the submitted content.
- 5.10. The customer shall indemnify SETIMO, as well as its partners and suppliers, from claims of third parties and damages resulting from the customer's culpable behavior with respect to targets, content, destinations and services.
- 5.11. the client allows SETIMO to make automated queries and analyses of the target pages for the purpose of the provided programs. SETIMO will voluntarily make data available to the customer. The customer can retrieve this data in his account.
- 5.12. Copyright: logos, design, text, content, the selection and arrangement of elements, organization, graphics, compilation, digital conversion and other relating to LikesXL are protected by copyright. SETIMO reserves all rights. Allowing the use of such elements is no waiver of these rights (copyright, trademark rights, etc.) by SETIMO. The customers have no rights whatsoever to the content of LikesXL. Unless otherwise specified, none of these elements may be copied, downloaded, shipped, displayed, photocopied, recorded or used in any other way without prior written consent of SETIMO.

6. Disclaimer of warranties and limitations of liability

- 6.1. Where permitted by applicable law, SETIMO, their representatives and agents disclaim all warranty - if permissible also implied warranties - and liabilities from, including but not limited to, warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose and those which arise from usage of trade. Should the warranty and liability not be entirely ruled out, SETIMO or its representatives and agents are liable to a maximum of €1,000.00 (one thousand EUROS) per contract partner.
- 6.2. SETIMO strives to ensure the flawlessness of and the operational readiness of the programs. SETIMO makes no guarantee that LikesXL is available without interruption, timely or error-free. SETIMO will inform the customers regularly, if due to a maintenance or the like, the programs are not available. SETIMO is not responsible for Internet or network, technical or other failures (E.g. force majeure, fault of third parties etc.), in which the programs cannot be used.
- 6.3. SETIMO makes no assurances, does not guarantee nor assume any liability for information contained and submitted content by customers. All information and submitted content as well as the use of this website are provided "as is", without warranty or liability of any kind.
- 6.4. SETIMO provides no guarantee and does not take any liability for the contents of LikesXL or the information received through LikesXL to be correct or up to date; the fact that any defects or mistakes are being corrected; or that the contents of information which can be received over this webpage is free of viruses or other damaging components. The usage of LikesXL occurs solely at one's own risk.
- 6.5. SETIMO as well as its partners do not give guarantees in relation to the programs or the results of programs.
- 6.6. SETIMO is in no case liable for possible mistakes or errors and omissions incurred in the transmitted contents (commercials etc.) or loss or damages which originated from the usage or the distribution or the transmitted contents.

- 6.7. If services from SETIMO are claimed by unauthorized third parties using the user-ID and password of a customer, the customer is liable for the incurred damages under civil liability until the request to change the user-ID and password or a notification of loss or theft to SETIMO is received, if the customer is responsible for allowing access of an unauthorized third person.
- 6.8. As far as it is permissible. SETIMO and their representatives and employees and subsidiaries are not responsible for direct or indirect damage and (lawyers-) costs which result from the usage of LikesXL or one of the programs and also provides no guarantee.
- 6.9. The customer agrees explicitly to these warranties and liability limitations.

7. Conditions of Payment

- 7.1. The customer will pay all remunerations which have incurred within the scope of the programs approved by SETIMO over an authorized and regulated financial service provider as well as also receive his reimbursements through this account. Also valid are, therefore, the general terms of business of the financial service provider used by the customer, which show an integrated constituent of the Terms of Usage and are printed in the appendix of these Terms of Usage. SETIMO charges the respective legal interest on late payments at minimum however 4,0% p.a.. The customer explicitly agrees that SETIMO provides the invoices only online. The customer explicitly agrees to these terms of payments.
- 7.2. The customer commits to pay for all necessary costs in case of a delay of payment, plus legal and court fees which SETIMO incurs to enforce legitimate payment claims and to keep SETIMO completely harmless and free of charge. .
- 7.3. **Reimbursements**
On a voluntary basis, SETIMO provides a **Thirty-Day-Money-Back-Guaranty** calculated from the initial payment by the customer to SETIMO, minus the value of usage made during this period. All fees and/or product payments incurred by the customer will be paid back by SETIMO if obliged according to the legal provisions only, since the benefits of the service take place immediately upon payment. This extended Money-Back-Guaranty can be withdrawn at any time in the future.

7.4. Calculation

The calculation of the payments by SETIMO is based solely on the measurements of SETIMO in those programs using the relevant accounting units.

7.5. Prohibition of Compensation

None of the parties is entitled to charge a payment to be made under these Terms of Use against any other payment to be made under these Terms of Use, insofar as the counterclaim is not an uncontested or legally binding claim.

8. Taxes

8.1. All payments (e.g. €10 per Bids Pack) do not include taxes.

8.2. The customer is obliged to care for the timely and complete payment of all taxes and other (government) dues **independently**.

9. Change of the Terms of Use

SETIMO can change these Terms of Use at any time. SETIMO will inform the customer of any changes in the Terms of Use. The changed Terms of Use will be made public on the webpage of the company under <http://www.likesxl.com> or respectively under <https://www.likesexl.com>. In the course of these notifications, the customer will be granted an appropriate period in which he can contradict the changed Terms of Use. If the customer does not contradict within the stated time frame, his consent to the changed Terms of Use shall be deemed to have been given upon the expiry of the time limit. SETIMO will communicate to the customer the possibility of contradiction and the legal consequences and effects of an omitted contradiction in the notification.

10. Cancellation

Each contracting party may at any time terminate the contractual relationship on which these Terms of Usage are based by notifying the other party, but the following shall apply:

- (a) Transferred content of the customer, which the customer has not cancelled according to point 1.5 will remain on the website and the respective fees will be retained.
- (b) The customer account will be blocked.

- (c) SETIMO will inform the customer of the blocked account and pay out all indisputable amounts to the customer.

11. Blocking and Removals of Customer Accounts:

11.1. SETIMO reserves the right to block or otherwise hinder a customer account at its sole discretion, particularly

- a.) in case of a violation of these Terms of Use,
- b.) in case SETIMO has reasons to assume that a third party has been using an account of a customer without its consent ,
- c.) in case the account has been otherwise abused specifically for illegal fraudulent actions,
- d.) in case the customer behaves in a way that leads to liabilities for SETIMO,
- e.) in case it is legally necessary to block the account,
- f.) in case SETIMO decides to terminate the provision of the programs or mains parts of it in a country in which the customer resides.

11.2. An account block can occur with or without giving reasons and with or without giving notice upfront to the customer. The customer expressly consents to these terms.

11.3. SETIMO reserves the right to delete an account that has not been used for an extended period of time and which is no longer entitled to a payout after informing the customer.

12. Miscellaneous

12.1. These Terms of Use constitute the entire binding agreement between the parties with respect to the subject matter of the contract with the data protection declaration and shall be subject to all previous agreements which are contrary to these usage regulations.

12.2. Only the German-language version is the authentic version. In case of deviations in the English version or versions in a different language, the German version is authoritative and legally effective.

The customer is not entitled to issue public statements on the contractual relationship established by these terms of use, unless this is required by law. Otherwise, any public statement requires a prior explicit authorization from SETIMO

12.3. None of the parties can relinquish or transfer the rights and responsibilities of this agreement or part of it to another party without the written consent of the other party. This is not applicable in the case of an affiliated business of the transferring party, and

- a.) the receiving party confirms and agrees in writing to be bound by these Terms of Use,
- b.) the transferring party remains responsible for the fulfilment of the obligations under these Terms of Use, if the receiving party fails to fulfil them and
- c.) the transferring party has notified the others of this transfer.

Notwithstanding this, SETIMO may cede claims to third parties without the consent of the customer from a contractual relationship, which is subject to the terms of use.

12.4. These Terms of Use do not constitute a relationship of agency (also not via trade or sales representatives nor the like) nor do they represent a partnership or a joint venture between the parties.

13. Settlement of Disputes:

In case a dispute or a claim against LikesXL is brought forward, the following procedures are applicable: The customer and SETIMO will in good faith negotiate a written consent of the circumstances. For this reason, there will be an agreement of a Cooling-off-Period of a minimum of three months. Only if there is no actual agreement possible and the Cooling-off-Period has expired, is the customer entitled to legal recourse.

14. Place of Jurisdiction

14.1. Place of Jurisdiction:

The contractual parties agree to solely use the judicial court of the registered office of SETIMO International FZE for all arising disputes.

15. Severability clause:

Should one or several provisions of these Terms of Services be inadmissible, ineffective or impracticable or after the conclusion of this agreement become ineffective or impracticable, the effectiveness of this remaining contract will not be touched. The ineffective or impracticable provisions shall be replaced by effective and enforceable provisions whose effects are closest to the economic objective, which the contracting parties have followed with the invalid or unenforceable provision. These above provisions shall apply in the event that the application agreement proves to be incomplete.

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