

General Terms and Conditions (GTC)

Preface

The s.co sustained communications GmbH, registered in the Commercial Register, Local Court of Hamburg, Germany, registration Number HRB 130732, operates a multi-language website at www.myfairproduct.com with the intention of informing people and opening a dialogue between individuals and organizations on fairness topics regarding the global value network (B2C) as well as providing a continually growing number of B2B tools in the further context of the fair creation of value. The general terms and conditions (GTC) at hand apply to the relationship between the website users and s.co sustained communications GmbH.

Definitions

m[f]p: indicates the website www.myfairproduct.com with all its functions as well as its operator, the s.co sustained communications GmbH.

Organization: indicates any and every kind of organization participating in the global value network.

Corporate user: indicates persons who register with m[f]p in the scope of a business relationship and represent an organization.

Personal user: persons who register with m[f]p without being corporate users.

User name: the name by which a person is registered with m[f]p.

Question: indicates a personal user's contribution to the website, consisting of a title (must be formulated as a question), an explanatory text (optional), as well as additional guiding information (such as: which organization is being asked, which country is concerned and so forth).

Tool: indicates a single technical function or the sum of several technical functions on the website www.myfairproduct.com, as described and differentiated in the section "Tools at m[f]p".

Tools at m[f]p

Dialogue Tool: At m[f]p people from all over the world can use the my[fair]product Dialogue Tool to ask any organization worldwide their questions about fairness or support a question posed by another user. Organizations can answer the questions posed. Individuals can rate the answers given as "good" or as "not good". Only "good" ratings are made public. "Not good" ratings are communicated only to the organization concerned and will not be made public.

Q&A Tool: The my[fair]product Q&A Tool is based on the Dialogue Tool. Organizations can use the Q&A Tool to pose themselves questions and answer them publicly. The support and rating functions correspond to the Dialogue Tool.

Value Chain Building Tool: my[fair]product Value Chain Building allows organizations to build value chains, independently and in a decentralized manner, with any

number of links or levels and make these transparent to themselves. All organizations retain the right to release or anonymize their own data.

Registration

Any visitor to m[f]p can read public content without fulfilling any particular conditions.

Additionally, m[f]p provides functions which can only be used after the visitor to the website has registered as a corporate or personal user. Registration requires the visitor to provide an individual, valid email address by which m[f]p can contact the user.

Corporate and personal users can generally choose their user name freely. User names that intentionally indicate another identity than that of the actual user and thus deliberately and falsely simulate another identity are barred.

m[f]p reserves the right to block or delete registrations/accounts in case of concerns regarding their legality.

End of Registration

To end a registration with m[f]p, users can request to have their profile data deleted at any time. User name, email address as well as all user specific settings will be deleted. Contributions and other content added by the user will not be deleted. Such content data shall, however, be anonymized before the profile data is deleted.

m[f]p can delete a user account with 14 days' notice or, in case of good cause, immediately.

In order to have a profile deleted, please contact m[f]p at useradmin@myfairproduct.com.

Fair Play Rules

m[f]p believes in dialogue. To ensure a meaningful dialogue, all users obligate themselves to respect the general bounds of fairness in dealing with one another.

Corporate users obligate themselves to report truthfully on products, services and company activities. This includes refraining from abuse and invectives directed at others' products or services as well as exaggerations.

In case of one-time or repeated violations of these fair play rules, m[f]p reserves the right to block and to delete user registrations/accounts temporarily or permanently, as well as to delete contributions after giving notice.

Usage Fees

The use of m[f]p is always free of charge for personal users.

For the use of m[f]p by organizations, the price list current at the time applies. Corporate users may still answer questions asked by personal users as well as use the necessary services provided by m[f]p for this purpose, e.g. registration of corporate users, free of charge.

Copyright

The user remains author of any questions, answers and other contributions he/she makes public on m[f]p. The user grants m[f]p the unlimited right of use to such contributions, including for advertising purposes, revocable only for good cause and for the future. Users are free to otherwise publish or post their questions or contributions.

The user undertakes to respect third party copyrights. m[f]p will not check published content for copyright violations, unless it receives a request or other indication to do so.

Data Protection

m[f]p is a platform to record and exchange information between individuals and organizations as well as organizations amongst themselves. The business model implemented by m[f]p includes the provision of suitable tools for this purpose. m[f]p's business model does not rely on the analysis of data recorded on the platform: at no point will m[f]p analyze the data collected for commercial purposes. Excepted from this rule are evaluations meant to discern the degree of fairness in the global value network. Such evaluations do not allow conclusions to be drawn regarding the individual user.

m[f]p is subject to the German and/or European laws on data protection.

Data regarding persons and organizations is stored by m[f]p but not independently made public or available to third parties by m[f]p unless it is required by law or entitled authorities to do so. The users and organizations agree, however, that m[f]p may employ third party service providers to maintain and service the software, databases and other technical infrastructure. Also, m[f]p may, itself or by associated companies, analyze data or let it be analyzed, during and beyond the duration of the registration, for the aforementioned purpose. For the purpose of securing data and the aforesaid purpose, m[f]p may further provide an associated company with data. Associated companies are subject to the same data protection regulations as m[f]p.

Please refer to the separate data protection policy provided by m[f]p which can be found at www.myfairproduct.com or requested at privacy@myfairproduct.com.

Data Security

Data traffic between the user's browser and m[f]p's servers is protected against access by unauthorized parties (site security certificate by SwissSign: SSL Extended Validation, SHA256/128-bit encryption). Beyond that, users must themselves take the appropriate precautions to protect data entrusted to m[f]p outside of the encryption, e.g., by choosing an adequate password or maintaining the security of one's own computer.

As a precaution, please note that data traffic in the internet is subject to security gaps. This applies to email communication as well.

m[f]p's Neutrality

m[f]p is fundamentally neutral and impartial and does not inspect the content of questions, answers or other contributions or content. m[f]p does not appropriate any of the comments or content on the website as its own.

Specific indications regarding possible legal infringements will be pursued by m[f]p immediately. In case of doubt as to whether or not there is a legal infringement, the users involved will be given the opportunity to comment.

Legal Responsibility

m[f]p is neutral and does not appropriate the content on m[f]p as its own. For this reason, m[f]p assumes no responsibility, legal liability or otherwise, for the content of the questions asked and the accuracy of the information propagated on m[f]p. With the exception of injuries to life, limb and health, m[f]p assumes legal liability only for violations of duty that are the result of gross negligence or intent.

Trademark Rights

Organizations which use at least one tool on m[f]p may use trademarks used for marketing their own products and services after obtaining prior permission from m[f]p. The use of such trademarks is restricted in each case by the context of the tool being used.

Right of Modification

m[f]p is continually changing and developing. The users agree that the possibilities regarding the use of m[f]p may be extended or restricted and that the present general terms and conditions can be modified in this context.

The principles underlying the use of m[f]p, these general terms and conditions and the data protection policy remain untouched.

Final Provisions

Insofar as legally permissible, the usage contract is governed by German law, the language for contracts and contract negotiations is German and disputes in connection with this usage contract or the present general terms and conditions fall within the jurisdiction of the general courts in Berlin, Germany.

This English document is a translation of the original German text. m[f]p has, to its best knowledge and belief, ensured a translation that comes in word and meaning as close to the original German text as possible. Should deviations between the wording and/or meaning of the English and the German version, or differences in the interpretation of the texts still occur, only the German text shall be definitive.