

REKKI FOR SUPPLIERS

TERMS & CONDITIONS

We last updated our Terms and Conditions on 4th February 2021.

1. Definitions and Interpretation

1.1. Unless the context otherwise requires, the following words and expressions shall have the meaning set forth below:

- i. **Applicable Law:** means all applicable laws and regulations relating to the sale of goods and services and the businesses of the Supplier and REKKI from time to time in force;
- ii. **Application** or **App:** means the REKKI supplier application made available for use on desktop or mobile devices;
- iii. **Intellectual Property Rights:** means all intellectual property rights on a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trade marks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, any applications made or rights to make applications in respect of any such rights;
- iv. **Products:** means the Supplier's products available to order via the App in accordance with these Terms and Conditions;
- v. **Supplier Content:** means any information, images, photographs, videos, domain names, media, Supplier name, logo and any other brand features which may be supplied by the Supplier to REKKI or submitted to and / or published on the App pursuant to these Terms and Conditions.

1.2. These terms and conditions (**Terms and Conditions**) set out the terms of licence and use that apply to the Application and govern the relationship between: (i) REKKI Limited trading as REKKI (company registration number: 07849223) of 727-729 High Road, London, N12 0BP ("**REKKI**") ("**we**", "**us**", "**our**"), who owns and provides the Application; and (ii) any supplier of goods or services available to order through the Application ("**you**", "**your**" or "**Supplier**"). Our VAT registration number is 126487204.

1.3. These Terms and Conditions also apply to any of the services accessible through the Application, unless separate or additional terms apply, in which case they will be displayed on-screen, accessible via a link or subject to a standalone agreement between you and REKKI.

1.4. **BY DOWNLOADING, INSTALLING, ACCESSING AND/OR USING THE APPLICATION, SUPPLIER CONFIRMS THAT IT ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACKNOWLEDGES THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN REKKI AND SUPPLIER (AND, IF RELEVANT, ANY ORGANISATION ON WHOSE BEHALF YOU ARE ACTING). IF YOU ARE ACTING ON BEHALF OF ANY SUPPLIER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THAT SUPPLIER. IF YOU OR, IF RELEVANT, SUPPLIER ARE NOT ELIGIBLE OR DO NOT AGREE TO ALL OF THESE TERMS (OR IF YOU DO NOT HAVE THE RIGHT TO**

BIND SUPPLIER), YOU ARE NOT PERMITTED TO ACCESS OR USE THE APPLICATION, AND YOU SHOULD NOT PROCEED FURTHER.

- 1.5. By agreeing to these Terms and Conditions, Supplier represents and warrants to REKKI that: (a) all authorised user is at least 18 years old; (b) Supplier has not previously had its access to the Application or related services suspended or restricted; and (c) registration and use of the Application by Supplier and its authorised users is in compliance with Applicable Laws. In these Terms and Conditions, unless the context otherwise requires, all further references to “Supplier”, “you” and “your” etc means both individual user and the Supplier on whose behalf individual user is acting (if applicable).
- 1.6. REKKI may in its sole discretion suspend, terminate, limit or restrict Supplier’s access to the Application for any breach of the letter or spirit of these Terms and Conditions.
- 1.7. REKKI reserve the right to change these Terms and Conditions from time to time by notifying you (with the updated terms being displayed on-screen or with a link to the updated terms) when you next start the Application.
- 1.8. The services offered by REKKI include allowing users of the REKKI mobile app (“**Buyer App**”) to connect with their existing suppliers as well as search for and purchase products from other suppliers. As part of the services, we also provide some ancillary services such as providing users of the Buyer App with customer service assistance and certain Suppliers to receive payments via Stripe. The specific REKKI entity providing such services will depend on Supplier’s location. If Supplier is located in the USA then REKKI Inc. will be providing the services; if Supplier is located anywhere else in the world, REKKI Limited will be providing the services. However, as stated below, the contract for the purchase of products remains between Supplier and the relevant customer. This means that it is Supplier (and not REKKI) who is legally responsible for selling the products to customers.

2. Our Role

- 2.1. Supplier acknowledge and agree that REKKI operates the Application as a platform where customers and potential customers can find goods and suppliers of goods. Supplier also acknowledges and agrees that REKKI is not a supplier or seller or any kind of agent or intermediary between Supplier and customers and that REKKI does not sell any goods through the Application.
- 2.2. When customers place orders of goods or services from you and they have communicated this order through the Application, they purchase from you directly, not from us. Any purchase of goods or services between you and a customer shall be on the basis of a contract between you and the customer alone and shall be subject to the terms and conditions agreed between you and the customer. REKKI shall not be a party to that contract and shall not be in any way responsible for the performance of that contract, for the quality or safety of any goods or services sold by you or for payment by a customer. We do not provide any guarantee that any communications made between you and the customer will be received in a timely manner, or that they will be accurate, or that the communications will be correctly interpreted by every customer.
- 2.3. All orders placed via the Application are deemed to be validly made by or on behalf of you or the relevant customer, and REKKI will have no liability for orders placed or supplied in error or by individuals who are not authorised by either the customer or you as supplier. In the event of a problem with any goods purchased by a customer from you or payment from a customer, all queries and disputes should be directed to the customer and not to us.
- 2.4. REKKI shall have no liability to any user of the Application for any loss suffered to the extent that it arises in connection with any communications which are or are not made via the Application.

- 2.5. REKKI will not endorse the goods or services made available by any supplier, nor the credit worthiness or reliability of any customer. Any information provided by Supplier to a customer or from a customer to Supplier or is provided by the party concerned and REKKI shall not be responsible for its accuracy or authenticity.
- 2.6. Notwithstanding anything in the foregoing, Supplier acknowledges and agrees that REKKI may use, store, retain and otherwise process the details of any and all orders submitted by customers and received through the Application. Further details are provided in the REKKI Privacy Policy.

Payments and Invoicing

- 2.7. Certain Suppliers are able to receive payments via Stripe from customers with whom they are connected via REKKI. The Supplier shall receive all amounts paid by the REKKI customer less: (1) the Stripe transaction fee which shall be calculated as a percentage of the transaction value and will vary by payment method; and (2) REKKI's commission fee relating to Supplier's use of the Application ("**Commission Fee**"). VAT will be payable in respect of the Commission Fee.
- 2.8. REKKI will charge the Commission Fee to the Stripe Connected Account belonging to the Supplier. Details of each Commission Fee that has been charged to the Stripe Connected Account will be provided in an invoice provided to the Supplier on a monthly basis.
- 2.9. Payment processing services available on the Application are provided by Stripe ("**Stripe Services**") and are subject to the Stripe Services Agreement. By agreeing to these Terms and Conditions and continuing to use the Application, you agree to be bound by the Stripe Services Agreement, as may be modified by Stripe from time to time. Under no circumstances can your use of Stripe be in violation of the Stripe Services Agreement and any such violation by you will be a material breach of these Terms and Conditions. Subject to agreeing to the Stripe Services Agreement and to receiving approval from Stripe to become a Stripe Connected Account (as defined in the Stripe Services Agreement), the following additional terms must be adhered to by you in order for REKKI to enable the Stripe Services. A Supplier cannot be a Stripe Connected Account without complying with these terms:
 - i. you agree to provide REKKI with accurate and complete KYC information about your business and the ownership of your business and to update that information whenever necessary to ensure it is accurate at all times;
 - ii. you hereby authorise REKKI to act on its behalf in setting up, creating and managing your Stripe Connected Account and any other activity required for the operation of the Stripe Connected Account and to receive notices from Stripe on its behalf;
 - iii. you hereby authorise REKKI to access the Stripe Connected Account Data connected to the Supplier and to share the Stripe Connected Account Data with Stripe. Stripe and REKKI are independently responsible for ensuring that Stripe Connected Account Data within their possession or control is protected from unauthorised disclosure; and
 - iv. you acknowledge and agree that if REKKI suspects any fraudulent, unlawful, deceptive or abusive activity, it is contractually required to inform Stripe promptly of this on becoming aware.
- 2.10. It is the Supplier's responsibility to ensure that the details stored in its Stripe Connected Account are correct. The Supplier shall fully indemnify REKKI and hold REKKI harmless against any losses, damages or claims arising out of the Supplier's failure to notify Stripe of a

change of bank account details including but not limited to any charges incurred by REKKI as a result.

3. Supplier Obligations

- 3.1. Supplier shall use commercially reasonable endeavours to:
 - a. provide and maintain complete and accurate names and descriptions for all Products provided via the Application; and
 - b. do all things and provide such other information as REKKI may reasonably request in order for REKKI to comply with its obligations under these Terms and Conditions or improve the customer experience.
- 3.2. Supplier expressly acknowledges and agrees that all information provided through the Application may be viewed by and relied upon by customers or potential customers.
- 3.3. Supplier acknowledges and agrees that it is solely responsible for ensuring that all information provided at the point of registration and displayed on the Application (including, without limitation, information regarding delivery services) is kept up-to-date so customers and potential customers are able to view accurate information when placing an order on the Application.
- 3.4. Supplier shall not solicit customers to place orders otherwise than through the Application and Suppliers acknowledges and agrees that any information that it posts on the Application or transmits to customers via the Application will not contain any direct references or links to its own website, app, platform tool or other method of ordering.

4. Access to the Application

- 4.1. The Application may only be downloaded, installed, accessed or used on a device owned or controlled by you and running the relevant operating system for which the Application was designed, so you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to use and, where necessary, download the Application and related features.
- 4.2. Supplier accepts responsibility, in accordance with these Terms and Conditions, for all access to, and use of, the Application by any of its personnel on any device, whether or not such device is owned by Supplier.
- 4.3. During registration, you will be provided with a user account and password which allows you to access the Application. The Supplier shall safeguard and keep the user account details and password confidential and safely stored and shall not disclose them to any person other than personnel of the Supplier who need to have access to the Application and who are aware of the Supplier's obligations to keep those details secure. The Supplier shall immediately notify REKKI of any suspected security breach or improper use, including any use which would breach these Terms and Conditions, REKKI's reasonable instructions given from time to time and/or Applicable Law. REKKI reserves the right to disable your account, at any time, if in its reasonable opinion you have failed to comply with any of the provisions of these Terms and Conditions or if any details you have provided for the purposes of registration prove to be false.
- 4.4. You understand and accept that REKKI shall have administrator access to all parts of the App and will track, using third party tools, your use of the App. References to the tracking are included in REKKI's privacy policy.

5. Licence

- 5.1. The Application may only be used for and on behalf of the Supplier for business purposes and only in accordance with these Terms and Conditions, applicable terms of any relevant third party service provider for the device to which you download, or on which you access or use, only for lawful purposes (complying with all Applicable Laws), and in a responsible manner.
- 5.2. Supplier expressly understands and agrees that as regards its use of the App, subject to clause 9.1, REKKI shall not be liable for any loss of income or profits, loss of contracts, loss of goodwill, loss of data or other intangible losses or for any indirect or consequential loss or damage resulting from:
 - a. Supplier's use of or inability to use the App;
 - b. REKKI terminating or suspending Supplier's account or access to the App for any reason;
 - c. unauthorised access to or alteration of Supplier's data; or
 - d. the statements or conduct of any third party on the App.
- 5.3. REKKI does not warrant:
 - a. that the App will meet the Supplier's specific requirements;
 - b. that App will be uninterrupted, timely, secure, or error-free;
 - c. that any information that may be obtained from the use of the App will be accurate or reliable; or
 - d. that any errors in the App will be corrected.
- 5.4. Except to the extent expressly set out in these Terms and Conditions, Supplier shall not:
 - a. duplicate, copy, republish, redistribute or re-transmit the Application;
 - b. store the Application other than for its own use, or use by its personnel, as permitted by these Terms and Conditions and as may occur incidentally in the normal course of use of your browser or mobile device;
 - c. store the Application on a server or other storage device connected to a network or create a database by systematically downloading and storing any data from the Application;
 - d. remove or change any content of the Application other than Supplier Content or attempt to circumvent security or interfere with the proper working of the Application or any servers on which it is hosted;
 - e. systematically extract and/or re-utilise parts of the Application and, in particular, you must not use any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the Application;

- f. intentionally or negligently upload data that is false or misleading;
 - g. use the Application in a way that might damage the name or reputation of REKKI or any of its affiliates; or
 - h. otherwise do anything that is not expressly permitted by these Terms and Conditions or is otherwise agreed in writing between you and REKKI.
- 5.5. REKKI reserves the right to immediately terminate any rights granted to you under these Terms and Conditions in the event that you are in breach of any of the foregoing restrictions.
- 5.6. To do anything with the Application that is not expressly permitted by these Terms and Conditions you will need a separate licence. Please contact REKKI, using the details provided at the end of these Terms and Conditions.

6. Functionality and Content

- 6.1. Supplier's use of the App is at its sole risk. The App and related services are provided on an "as is" and "as available" basis. REKKI cannot and does not guarantee the continuous, uninterrupted or error-free operability of the Application.
- 6.2. Whilst we try to make sure that content made available by the Application consisting of information of which we are the source is correct, Supplier acknowledges that the Application makes content available which is derived from a number of sources – including from customers – for which we are not responsible.
- 6.3. Except as expressly set out in these Terms and Conditions, REKKI neither makes nor gives any representation or warranty as to the accuracy, completeness, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Application and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the Application.
- 6.4. We cannot and do not guarantee that the Application or its content will be free from viruses and/or other code that may have contaminating or destructive elements. It is the responsibility of the Supplier to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy its particular requirements as to the safety and reliability of the Application and its content.

7. Third party platform providers and application stores

- 7.1. Certain third party platform providers with whose devices and/or operating systems the Application has been designed to be compatible oblige us to include certain additional provisions in these Terms and Conditions. These are set out at the end of these Terms and Conditions under Additional terms from third party platform providers. These provisions come from the relevant third party platform providers, not us.
- 7.2. Third party application stores are operated by the relevant third party platform providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third party application store from which you download the Application. We are not responsible for these stores or (with the exception of the Application) for anything provided by them and do not guarantee that they will be continuously available.

8. Intellectual Property Rights, Supplier Content and Supplier Catalogue

- 8.1. REKKI licences, but does not sell, to you the Application. REKKI remains the owner of the Application at all times. Furthermore, all rights to and in the App, save for Supplier Content, and all other Intellectual Property Rights belonging to or licensed to REKKI, remain vested in REKKI at all times and nothing in these Terms and Conditions shall give the Supplier any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith.
- 8.2. All intellectual property rights in the Application and in any content of the Application (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos), other than Supplier Content or content sent or submitted by customers, are owned by REKKI or its licensors. Except as expressly set out here, nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by REKKI or its licensors and you acknowledge that you do not acquire any ownership rights by downloading the Application or any content from the Application.
- 8.3. The Supplier hereby grants a non-exclusive, royalty-free, transferable licence (including the right to sub-license) of its Supplier Content to REKKI for the purposes of offering the Products for sale.
- 8.4. The Supplier warrants, represents and undertakes that it has all rights, consents and permissions required for REKKI to use any of the Supplier Content which shall include any Intellectual Property Rights in the Supplier's name and logo.
- 8.5. The Application may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source licence terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, **Open Source Software**). Please note that, to the extent that the Application contains any Open Source Software, that element only is licensed to you under the relevant licence terms of the applicable third party licensor (**Open Source Licence Terms**) and not under these Terms and Conditions, and you accept and agree to be bound by such Open Source Licence Terms. A copy of the source code for any Open Source Software contained in the Application and the relevant Open Source Licence Terms will be made available to you upon request.
- 8.6. Nothing in these Terms and Conditions shall constitute any representation or warranty that:
(a) the intellectual property rights in REKKI IP are valid; (b) the exercise by the Supplier of rights granted under these Terms and Conditions will not infringe the rights of any person.
- 8.7. Supplier may be given the opportunity to upload or otherwise add Supplier Content to the App. Supplier shall be solely responsible for Supplier Content as submitted and Supplier acknowledges that all Supplier Content expresses the views of its respective authors, and not the views of REKKI. REKKI takes no responsibility and assumes no liability for any Supplier Content that Supplier or any other User or third party posts, sends, or otherwise makes available through REKKI, including pricing information and order information.
- 8.8. Supplier shall ensure that any Supplier Content that it submits, shares, transmits or uploads:
 - a. is relevant;
 - b. is not unlawful, threatening, abusive, libellous, obscene, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party
 - c. does not contain any viruses and/or other code that has contaminating or destructive elements; and

- d. does not impersonate, or misrepresent an affiliation with, any third party, person or entity.
- 8.9. Supplier agrees that, by submitting any Supplier Content, it grants to REKKI and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Supplier Content (in whole or part) and/or to incorporate it in other works in any form, media or technology and to use it to provide the services we offer through the Application, and you waive any moral rights you may have in, or to be identified as the author, of such Supplier Content. While we maintain certain security standards, as further detailed in our Privacy Policy, we cannot ensure the confidentiality of Supplier Content. You must not post any Supplier Content on or through the Application or transmit to us any Supplier Content that you consider to be confidential or proprietary.
- 8.10. Any Supplier Content posted by you to or through the Application or transmitted to us will be considered non-confidential and non-proprietary, and treated as such by us, and may be used by us in accordance with these Terms and Conditions without notice to you and without any liability. We will not use Supplier Content for marketing purposes to the extent it incorporates any order information submitted by Users or Suppliers to the Application without your prior consent.
- 8.11. You acknowledge that following deletion of your REKKI profile for any reason, all Supplier Content shared directly with customers will remain visible to customers within the relevant chat but REKKI shall not use Supplier Content in any other way without your express consent.
- 8.12. Whilst REKKI does not pre-screen Supplier Content, it shall reserve the right, in its sole discretion, to delete any Supplier Content submitted by any Supplier and/or to close any chat between a Supplier and customer, at any time without notice. REKKI will not edit or amend make any Supplier Content without the Supplier's prior written consent.
- 8.13. Supplier may be given the opportunity to upload or otherwise make available its product catalogue to customers and potential customers. Should Supplier choose to stop using REKKI, Supplier may contact REKKI and request deletion of the Supplier profile. Once the Supplier profile has been deleted the Supplier catalogue will no longer be visible by any user of REKKI. For the purpose of these Terms, the Supplier catalogue shall not constitute Supplier Content.
- 8.14. REKKI acknowledges and agrees that any customer or client list provided by a Supplier shall constitute a trade secret and REKKI shall use commercially reasonable efforts to preserve its secrecy.
- 8.15. You acknowledge and agree that feedback you provide (**Supplier Feedback**) shall not include confidential or proprietary information that is owned by Supplier or any other third party, or that you are compelled to keep confidential by law or otherwise. To the extent that any intellectual property is created, conceived, developed, or made on the basis of the Supplier Feedback it shall be exclusively owned by, and is hereby assigned to, us whether the intellectual property created is based upon, makes references to, incorporates, or otherwise makes use of, in whole or in part, the Supplier Feedback.
- 8.16. **YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO SUPPLIER CONTENT THAT YOU SUBMIT OR SHARE THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD REKKI HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE LEGAL FEES AND COSTS) ARISING OUT OF SUCH CLAIM.**

9. Liability

- 9.1. Nothing in these Terms and Conditions shall limit or exclude REKKI's liability for:
- a. death or personal injury caused by REKKI's negligence;
 - b. fraudulent misrepresentation; or
 - c. any other liability that, by law, may not be limited or excluded.
- 9.2. REKKI will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations caused by events outside of REKKI's reasonable control.
- 9.3. In no event shall REKKI be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses, and any liability REKKI does have for losses you suffer is strictly limited to losses that were reasonably foreseeable and shall not exceed £1,000 per event or in aggregate per annum or any amounts due and payable to REKKI hereunder or in accordance with the terms of any other agreement entered into by REKKI and Supplier on the date of the event giving rise to the relevant claim, whichever is the least. This limitation of liability applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if REKKI has been advised of the possibility of such damage.

10. Customer Data

- 10.1. For the purposes of this clause 10:
- i. **"UK Data Protection Legislation"**: means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
 - ii. **"Personal Data"**, **"data"**, **"Special Categories of Data"**, **"process/processing"**, **"controller"**, **"processor"**, **"data subject"**, **"supervisory authority"** and **"breach"**: have the same meaning as defined in the UK Data Protection Legislation as applicable.
 - iii. **"the Data Discloser"**: means the controller who shares the personal data which may be you or us as the circumstances dictate;
 - iv. **"the data importer"**: means the controller who agrees to receive from the Data Discloser personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
 - v. **"Permitted Recipients"**: means you and us and any third parties engaged to perform obligations in connection with these Terms and Conditions;
 - vi. **"party"**: means either you or us and a reference to "parties" shall mean you and us;

- vii. “**clauses**”: means these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

Sharing of Customer Data

- 10.2. You acknowledge and agree that the following categories of Personal Data belonging to customers will be shared between you and us:
 - a. customer name;
 - b. customer phone number;
 - c. customer email address; and
 - d. customer place of work
(Customer Data).
- 10.3. You may be prompted to upload or share Customer Data with the Application or a representative of REKKI. By providing us with Customer Data, you hereby expressly consent to our contacting such Customer. And you hereby represent and warrant that all customers whose Personal Data has been shared has consented where required by law to being contacted by us via the Customer Data that you have provided and further you will indemnify and hold us harmless from any and all claims arising out of our sending these messages to any customers.
- 10.4. The Application allows you to respond to messages received from customers. We represent and warrant that you will only be able to send messages to customers that have given their express consent to be contacted by you on the Application by, for example, adding you as a supplier on the customer App.
- 10.5. You acknowledge and agree that you will not at any time share any Special Categories of Data with us.
- 10.6. The Parties agree to use commercially reasonable endeavours to ensure the accuracy of the Customer Data but no warranty is given that any of the Customer Data are accurate or complete and neither you nor us will be liable for any error in the accuracy of any Customer Data. If either Party becomes aware that Customer Data is not accurate, it shall update the Customer Data or request that we update the Customer Data as soon as is reasonably practicable.

Sharing of Supplier Data

- 10.7. Customers may be able to send messages to you through the functionality of the Application, including messages that are transmitted to you via your email address(es). By agreeing to these Terms and Conditions you provide your express consent to be contacted by customers in this way.
- 10.8. We acknowledge and agree that we will not at any time share any Special Categories of Data with you.

Data Protection Obligations

- 10.9. You agree to comply with the UK Data Protection Legislation and any industry or self-regulatory codes applicable to you particularly in respect of any Customer Data.

10.10. To the extent that the parties are data controllers, each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

10.11. Each party warrants and undertakes that it will:

- a. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Customer Data to the Permitted Recipients;
- b. give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- c. process the Customer Data only as permitted under these Terms and Conditions;
- d. not disclose or allow access to the Customer Data to anyone other than the Permitted Recipients;
- e. ensure that all third party Permitted Recipients are subject to obligations concerning the Customer Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- f. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- g. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - i. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - ii. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

10.12. Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Customer Data;
- (b) promptly inform the other party about the receipt of any data subject access request relating to Customer Data;
- (c) provide the other party with reasonable assistance in complying with any data subject access request relating to Customer Data;

- (d) not disclose or release any Customer Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Customer Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) comply with its obligation to report a personal data breach to the appropriate supervisory authority and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other party of any personal data breach irrespective of whether there is a requirement to notify any supervisory authority or data subject(s);
- (j) provide reasonable assistance as is necessary to each other to facilitate the handling of any personal data breach in an expeditious and compliant manner;
- (k) maintain complete and accurate records and information to demonstrate its compliance with this clause 9; and
- (l) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

10.13. To the extent that we are a processor of Customer Data on behalf of you for the duration and for the purpose of the provision of the services, this clause 10.13 shall apply and we warrant that we shall:

- (a) only process Customer Data in order to provide the services and shall act only in accordance with this Agreement and your written instructions issued from time to time;
- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Data transmitted, stored or otherwise processed pursuant to these Terms and Conditions;
- (c) take reasonable steps to ensure the reliability of any of our staff who will have access to the Customer Data and ensure that anyone who accesses it shall respect and maintain all due confidentiality;
- (d) not engage any sub-processors in the performance of the services without your prior written consent and where you give your consent to the use of any sub-processor only engage the sub-processor on the basis of a written contract which imposes on

such sub-processor terms equivalent to those set out in this clause 10.13 (**Relevant Terms**). We shall remain liable to you for any breach by such sub-processor of the Relevant Terms;

- (e) not cause or permit any Customer Data to be transferred or processed outside the European Economic Area without first seeking your instructions, which may include the requirement to execute the Standard Contractual Clauses for transfers from Data Controllers to Data Processors approved by the Commission pursuant to Decision 2010/87/EU, as amended by Commission Implementing Decision (EU) 2016/2297;
- (f) notify you without undue delay of any actual or alleged incident of unauthorised or accidental disclosure of or access to any Customer Data or other breach of these Terms and Conditions by any of our staff, sub-processors or any other identified or unidentified third party;
- (g) where applicable in respect of any Customer Data processed pursuant to these Terms and Conditions, provide cooperation and assistance to you in ensuring compliance with:
 - (i) Your obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the GDPR, including by notifying you of any written subject access requests we receive relating to your obligations under the Data Protection Legislation; and
 - (ii) Your obligations set out under Articles 32–36 of the GDPR to:
 - (A) ensure the security of the processing;
 - (B) notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to Customer Data;
 - (C) carry out any data protection impact assessments ("**DPIA**") of the impact of the processing on the protection of Customer Data; and
 - (D) consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by you to mitigate the risk;
- (h) make available to you all information necessary to demonstrate compliance with the obligations set out in this clause 10.13 and allow for and contribute to any audits, including inspections at a time during normal business hours and subject to any reasonable confidentiality and security measures, conducted by you or another auditor mandated by you; and
- (i) at your request, delete or return to you all Customer Data processed pursuant to these Terms and Conditions at the end of the provision of the services.

10.14. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

11. Miscellaneous

- 11.1. You may not transfer or assign any of your rights or obligations under these Terms and Conditions.
- 11.2. In the event of a change of control or senior management of the Supplier, the Supplier must bring the existence and terms of these Terms and Conditions and any other agreement between REKKI and the Supplier to the new owner or manager's attention and inform REKKI of the relevant new personnel's contact details.
- 11.3. Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to the other party at the address specified in this Agreement (or such other address as is notified to the other party in writing or by email). Notices sent by registered post or recorded delivery shall be deemed to be served three (3) business days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.
- 11.4. REKKI have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in Applicable Laws and changes in our system's capabilities, so please review our terms regularly.
- 11.5. The Supplier warrants, represents and undertakes to REKKI that: (i) it will comply with all Applicable Laws; (ii) neither itself nor its agents, directors, employees, officers and subcontractors have been convicted of any offence involving any applicable laws, regulations, rules and codes making provision about slavery, servitude and forced or compulsory labour and about human trafficking including but not limited to the Modern Slavery Act 2015 ("**Anti-Slavery Laws**"); (iii) neither itself nor its agents, directors, employees, officers and subcontractors have engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 ("**Anti-Bribery Laws**"); (iv) having made reasonable enquiries, so far as it is aware, neither itself nor its agents, directors, employees, officers and subcontractors have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with the Anti-Slavery Laws or Anti-Bribery Laws; and (v) it will have, maintain and enforce throughout the term of this Agreement its own policies and procedures to ensure compliance with its obligations under this clause 11.5, Anti-Slavery Laws and Anti-Bribery Laws.
- 11.6. The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in these Terms and Conditions, nothing in these Terms and Conditions shall constitute the parties as partners, joint venturers or co-owners.
- 11.7. Neither party may assign, transfer, charge, sub-contract or otherwise deal with any part or all of these Terms and Conditions without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed).
- 11.8. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Terms and Conditions does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 11.9. If any term of these Terms and Conditions are found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from these Terms and Conditions and shall in no way affect the legality, validity or enforceability of the remaining terms.

- 11.10. These Terms and Conditions contain all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- 11.11. These Terms and Conditions shall be governed and interpreted in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with this Agreement.
- 11.12. The European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution which may be of interest and we are required to inform you that you may use it if there is a dispute that cannot be resolved between you and us.

ADDITIONAL TERMS FOR USERS IN THE UNITED STATES

The following additional terms (the **Additional Terms**) apply to our relationship with users of the Application located within the United States, and are hereby incorporated by reference into, and amend, these Terms and Conditions. In the event of any conflict between these Additional Terms and these Terms and Conditions, these Additional Terms will govern.

Sales Tax. The following language is added to the section entitled "Payments and Invoicing":

In accepting payments via REKKI, the Supplier warrants, represents and undertakes the following:

- a. that the Supplier will only sell products through REKKI in US states where the Supplier is registered for sales tax ("**Registered States**");
- b. that the Supplier has complied with and will continue to comply with the sales tax laws of each Registered State including by collecting and remitting sales tax on any taxable sale that is has made through REKKI; and
- c. that the Supplier will fully cooperate with any investigation by a state agency concerning the collection or remittance of sales tax on any products sold by the supplier via REKKI.

THE SUPPLIER INDEMNIFIES REKKI FOR ANY SALES TAX ASSESSED AGAINST REKKI DUE TO A FAILURE ON THE PART OF THE SUPPLIER TO COLLECT OR REMIT TAX ON ANY SALES THAT TAKE PLACE VIA REKKI.

Introduction. The following language is added to the section entitled "Introduction":

ARBITRATION NOTICE. Except for certain kinds of disputes described in the section entitled "Dispute resolution and arbitration," you agree that disputes arising under these Terms and Conditions will be resolved by binding, individual arbitration, and **BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.

Functionality and content. Clause 6.3 is hereby deleted and replaced in its entirety with the following:

Except as expressly set out in these Terms and Conditions, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Application and, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND ARE HEREBY EXCLUDED, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE APPLICATION AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE APPLICATION ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOU OR ANYONE ELSE RELYING ON THE CONTENT OF THE APPLICATION.

WE CANNOT AND DO NOT GUARANTEE THAT THE APPLICATION OR ITS CONTENT WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE INFORMATION TECHNOLOGY SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF THE APPLICATION AND ITS CONTENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE APPLICATION AND YOUR DEALING WITH ANY OTHER APPLICATION USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE APPLICATION AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE APPLICATION) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

Digital Millennium Copyright Act. The following section is added to the end of clause 8 entitled Intellectual Property Rights and Supplier Content:

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on or through the Application, you may contact our Designated Agent at the following address:

REKKI Ltd

ATTN: Copyright Manager

727-729 High Road

London N12 0BP

England

+7983534583

Email: copyright at rekkiapp dot com

Any notice alleging that materials hosted by or distributed through the Application infringe intellectual property rights must include all of the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Application;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Application of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringers. We reserve the right to terminate the accounts of, and remove Supplier Content posted by, users that are determined by us to be repeat infringers of third party intellectual property rights. "Repeat infringers" are users with respect to whose Supplier Content we have received three or more notices of alleged infringement of intellectual property rights that comply with the requirements set forth above within a 12 month period. We also may remove any Supplier Content or terminate any user account at any time, and for any reason, in our sole discretion.

Liability. Clause 9 entitled “Liability” is deleted and replaced in its entirety with the following:

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE REKKI ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE APPLICATION OR ANY MATERIALS OR CONTENT ON THE APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY REKKI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN THE SECTION REGARDING DISPUTE RESOLUTION AND ARBITRATION AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE REKKI ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE APPLICATION OR OTHERWISE UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO REKKI FOR ACCESS TO AND USE OF THE APPLICATION IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$1000 PER EVENT OR IN AGGREGATE PER ANNUM.

EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS AND CONDITIONS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

To the fullest extent permitted by law, you are responsible for your use of the Application, and you will defend and indemnify us and our officers, directors, employees, consultants, affiliates, subsidiaries, and agents (together, the **REKKI Entities**) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Application; (b) your violation of any portion of these Terms and Conditions, any representation, warranty, or agreement referenced in these Terms and Conditions, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

Dispute Resolution and Arbitration. The following section is added directly after the section entitled “Miscellaneous”:

Generally. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, and except as described in the “Exceptions” section below, you and we agree that every dispute arising in connection with these Terms and Conditions will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms and Conditions, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms and Conditions. YOU

UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS AND CONDITIONS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Despite the provisions above, nothing in these Terms and Conditions will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (**AAA**) under its Consumer Arbitration Rules (collectively, **AAA Rules**) as modified by these Terms and Conditions. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (**Notice of Arbitration**). Our address for Notice is: REKKI Limited, 727-729 High Road, London N12 0BP, England. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (**Demand**). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

Fees. If you commence arbitration in accordance with these Terms and Conditions, we will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York County, New York, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse we for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

No Class Actions. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not

consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision. If we make any future change to this arbitration provision, other than a change to our address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to our address for Notice of Arbitration, in which case your account with the Application will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.

Enforceability. If the class action waiver above is found to be unenforceable or if the entirety of this dispute resolution section is found to be unenforceable, then the entirety of this dispute resolution section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in the section below will govern any action arising out of or related to these Terms and Conditions.

General. Clause 11.11 of these Terms and Conditions is deleted and replaced in its entirety with the following:

These Terms and Conditions shall be governed by the law of the state of New York without regard to its conflict of law principles. Subject to the section on "Dispute resolution and arbitration," you agree that any dispute between you and us regarding these Terms and Conditions or the Application will be resolved exclusively by the federal and state courts in New York County, New York.

Third Party Terms of Use

Certain features of the Application and related products may use the services and/or products of third-party vendors and business partners, which services and/or products may include software, information, data or other services. Certain of these vendors and business partners require users who utilise such features to agree to additional terms and conditions. The following section contains third-party terms and conditions that are required by such third-party vendors and business partners as they apply to the features set forth below. **Your uses of such features constitute your agreement to be bound by these additional terms and conditions.** These third party terms are subject to change at such third party's discretion. In case of a

Apple

If the Application that you download, access and/or use runs on Apple's iOS operating system:

- the Application may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system, and only in accordance with Apple's usage rules published in its App Store terms of service;
- you acknowledge and agree that:
 - Apple has no obligation at all to provide any support or maintenance services in relation to the Application. If you have any maintenance or support questions in relation to the Application, please contact us, not Apple, using the Contacting us details in these terms;
 - except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Application are between you and us (and not between you, or anyone else, and Apple);
 - in the event of any claim by a third party that your possession or use (in accordance with these terms) of the Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
 - although these terms are entered into between you and us (and not Apple), Apple, as a third party beneficiary under these terms, will have the right to enforce these terms against you;

- you represent and warrant that:
 - you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and
 - you are not listed on any United States Government list of prohibited or restricted parties; and
- if the Application does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the Application (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Application or as a result of you or anyone else using the Application or relying on any of its content.