

MARVINET - TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, AS WELL AS VARIOUS LIMITATIONS AND EXCLUSIONS.

The Terms (as defined below) are a contract between you (“**you**” or “**User**”) and Marvinet Limited, a company incorporated and registered in Ireland with company number 622994, whose registered office is at 16, Fitzwilliam Place Dublin 2, IRELAND, (“**Marvinet**,” “**we**,” or “**us**”). You must read, agree to, and accept all of the terms and conditions contained in the Terms to be a user of our website located at www.marvinet.com and all affiliated websites, including mobile websites and Marvinet mobile applications, owned and operated by us, our predecessors or successors in interest, or our Affiliates (the “**Site**”) and the services/products which can be accessed thereon (the “**Services**” or the “**Site Services**”). The date of your initial acceptance of the Terms will be recorded by us and evidenced on the Site (the “**Effective Date**”).

These Terms of Service include and hereby incorporate by reference the following important agreements, as they may be in effect and modified from time to time: (i) **Site Terms of Use** (contained in Appendix 1 of these Terms of Service); (ii) **Privacy and Cookies Policy** (contained in Appendix 2 of these Terms of Service); (iii) **SaaS License Terms** (contained in Appendix 3 of these Terms of Service); (iv) **Data Processing Terms** (contained in Appendix 4 of these Terms of Service); and (v) the **Additional Industry Terms** (contained in Appendix 5 of these Terms of Service). These Terms of Service together with the terms and agreements contained in the Appendices are collectively, with these Terms of Service, called the “**Terms**”.

Subject to the conditions set forth herein, Marvinet may, in its sole discretion, amend these Terms at any time by posting a revised version on the Site. Marvinet will provide reasonable advance notice of any amendment that includes a Substantial Change, by posting the updated Terms on the Site, providing notice on the Site, and/or sending you notice by email. You will not be permitted to continue to use the Services unless you accept the updated Terms. If the Substantial Change includes an increase to Subscription Fees charged by Marvinet, Marvinet will provide at least 30 days’ advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in Subscription Fees or any temporary or promotional Subscription Fees change. Any revisions to the Terms will take effect on the date which you accept them.

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT ACCEPT THE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE.

IF YOU AGREE TO THE TERMS ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

Defined terms and expressions used herein shall have the meanings given to such terms and expressions in Clause 17 of these Terms of Service.

1. **MARVINET ACCOUNTS**

1.1 **REGISTRATION AND ACCEPTANCE**

- 1.1.1 By registering for an account to use the Site or Site Services (an “**Account**”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms when prompted on the Site, you agree to abide by the Terms.
- 1.1.2 To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted.
- 1.1.3 If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms, on behalf of yourself and the company.

1.2 **ACCOUNT ELIGIBILITY**

- 1.2.1 Marvinet offers the Site and Site Services for your business purposes only and not for personal, household, or consumer use. To register for an Account or use the Site and Site Services, you must, and hereby warrant and represent that you (a) have or are an employee or agent of and authorized to act for an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will use the Site and Site Services for business purposes only; (c) will comply with any licensing, registration (including tax/VAT registrations), or other requirements with respect to your business, or the business for which you are acting; (d) are a legal entity or an individual 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who can form legally binding contracts; (e) and your business are not Insolvent; and (f) will keep all of your Account details up to date.
- 1.2.2 You must inform Marvinet as soon as possible if any circumstances arise which result in your inability to comply with the requirements set out in Clause 1.2.1 of these Terms of Service.

1.3 **ACCOUNT PROFILE**

To register for an Account to join the Site, you must complete a User profile (“**Profile**”), which you consent to be shown to other Users and the public. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your tax/VAT registrations and/or status, your skills, or the services/products your business provides and to correct any such information that is or becomes false or misleading.

1.4 **ACCOUNT TYPES AND DISCRETION OF MARVINET**

- 1.4.1 As described in this Clause, there are a number of different Account types which you can purchase depending on the number of User Subscriptions you need, and the prices for each Account type are displayed on the Site. The various Account types each have some technical differences also. Once you register for one Account type, you can switch to another Account type under the same username and password, by electing to do this on the Site. You agree not to have or register for more than one Account or to permit Users from outside of your organisation to use your Account without express written permission from us.
- 1.4.2 We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account, or Marvynet reasonably believes that you are in any way involved in criminal, unethical or improper activities, or that you are using the Site or your Account in an improper or illegal way.
- 1.4.3 Upon the request of a User, Marvynet may 'certify' certain Accounts by verifying the Account details against publicly available information, and Marvynet may then indicate on the Site that such Accounts are certified. Marvynet may use third party providers to assist in this certification process, and any sharing of your Personal Data with such third party providers will be done in accordance with Data Protection Legislation. You hereby acknowledge Marvynet's legitimate business interest to do so.

1.5 ACCOUNT PERMISSIONS

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account (by purchasing new Account types in accordance with Clause 3 of these Terms of Service, you represent and warrant that: (a) the User is authorized to act on your behalf, (b) you are financially responsible for the User's actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any User to whom you have provided any permissions and any other person who uses the Account, including making payments and entering into the Terms. If any such User violates the Terms, it may affect your ability to use the Site. Upon closure of an Account, Marvynet may close any or all related Accounts.

1.6 IDENTITY AND LOCATION VERIFICATION

When you register for an Account and from time to time thereafter, you agree that your Account may be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, tax/VAT registrations and/or status and your ability to act on behalf of your business on the Site. You authorize Marvynet, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or

financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business. Marvynet may certify Accounts in accordance with Clause 1.4.3 of these Terms of Service.

1.7 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person who is not authorized to use your Account. You authorize Marvynet to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use either or (b) the use would violate the Terms.

2. PURPOSE OF SITE AND SERVICES

2.1 The Site is a marketplace where Users can identify each other and share information (including User Uploaded Data) and advertise electronic products/services online. The Site will include the ability for Users to 'chat' to one another for the purposes of discussing products/services and generally exchanging information.

2.2 Subject to the Terms, Marvynet provides the Site Services to Users, including hosting and maintaining the Site. Marvynet does not facilitate the formation of contracts for the supply of goods/services between Users, and these are the responsibility of the Users to arrange between themselves as appropriate ("**Sale Contracts**").

3. USER SUBSCRIPTIONS

3.1 Each User undertakes to Marvynet that:

3.1.1 the maximum number of individuals that it authorises to access and use the Services shall not exceed the number of User Subscriptions permitted under the Account type it has purchased from time to time;

3.1.2 it will not allow or suffer any Account to be used by more than the permitted number of individuals unless it has been reassigned in its entirety to another individual, in which case the prior authorised individual shall no longer have any right to access or use the Services;

3.1.3 it shall maintain a written, up to date list of current User Subscriptions and individuals using its Account and provide such list to Marvynet within 5 Business Days of Marvynet's written request at any time or times; and

3.1.4 it shall permit Marvynet to audit the Services in co-operation with the User if, in the reasonable opinion of Marvynet, there has been inappropriate use of the Services by the User or any third party. Such audit shall be conducted at

Marvinet's expense, and where there has been inappropriate use by a third party, this right shall be exercised with reasonable notice to the User, in such a manner as not to substantially interfere with the User's normal conduct of business. Where there has been inappropriate use by the User, there shall be no obligation to provide such notice.

- 3.2** Subject to Clause 3.3 and Clause 3.4 of these Terms of Service, the User may, from time to time during the Subscription Term, obtain additional User Subscriptions by switching to a new Account type and Marvinet shall grant access to the Services to such additional individuals in accordance with the provisions of these Terms.
- 3.3** If the User wishes to switch to a new Account type, the User shall notify Marvinet in writing. Marvinet shall evaluate such request and respond to the User with approval or rejection of the request.
- 3.4** If Marvinet approves the User's request to switch to a new Account type, the User shall, within 30 days in accordance with the payment provisions in Clause 8 of these Terms of Service and, if such change to a new Account type is made by the User part way through any month during the Subscription Term, Subscription Fees shall be pro-rated for the remainder of such month (as applicable).

4. RELATIONSHIP WITH MARVINET

- 4.1** Marvinet merely makes the Site and Site Services available to enable Users to find and transact directly with each other. Through the Site and Site Services, Users may be notified that other Users may be seeking the services/products they offer, and Users may be notified of Users that may offer the services/products they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any other User or any service/product offered on the Site on their own. If Users decide to enter into a Sale Contract, the Sale Contract is directly between the Users and Marvinet is not a party to that Sale Contract.
- 4.2** You acknowledge, agree, and understand that Marvinet is not a party to the relationship or any dealings between Users.
- 4.3** Without limitation, Users are solely responsible for (a) ensuring the accuracy and legality of any User Content, (b) determining the suitability of other Users for a Sale Contract, (c) negotiating, agreeing to, and executing any terms or conditions of Sale Contracts, or (d) paying for Sale Contracts or services/products offered thereunder. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Sale Contract with another User and for verifying any information about another User, including Composite Information. Marvinet does not make any representations about or guarantee the truth or accuracy of any User listings or other User Content on the Site; does not verify any feedback or information (other than the certification/verification processes referred to above in Clauses 1.4.3 and 1.6 of these Terms of Service) provided by Users about other Users; and does not vet or otherwise perform background checks on Users. You acknowledge, agree, and understand that Marvinet does not, in any way, supervise, direct, control, or evaluate Users and/or their

products/services and is not responsible for same or for any User Content. Marvinet makes no representations about and does not guarantee, and you agree not to hold Marvinet responsible for, the quality, safety, or legality of User products/services; the qualifications, background, or identities of Users; the ability of Users to pay for goods/services; User Content, statements or posts made by Users; or the ability or willingness of a User to actually complete a transaction.

- 4.4** You also acknowledge, agree, and understand that Users are solely responsible for determining, and have the sole right to determine, which products/services to exchange information on via the Site; the time, place, manner, and means of providing any such products/services; and the price they charge for their products/services or how that pricing is determined or set. You further acknowledge, agree, and understand that: (i) you are not an employee, agent, contractor or consultant of Marvinet, and you are not eligible for any of the rights or benefits of employment with Marvinet; (ii) Marvinet will not have any liability or obligations under or related to Sale Contracts and/or products/services in respect of which information is exchanged via the Site for any acts or omissions by you or other Users; (iii) Marvinet does not, in any way, supervise, direct, or control any User or User Content; does not impose quality standards or a deadline for completion of the delivery of any products/services; and does not dictate the performance, methods or process a User uses to perform services or provide products; (iv) Marvinet does not provide Users with training or any equipment, labor, tools, or materials related to any Sale Contract; and (v) Marvinet does not provide the premises at which Users will perform services or provide products.

5. TAXES, CUSTOM DUTIES AND BENEFITS

Each User acknowledges and agrees that it is solely responsible: (a) for all tax liability associated with payments received from or made to other Users (including but not limited to all VAT, custom duties and similar taxes), and that Marvinet will not have any responsibility in this regard; (b) for determining whether it is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the products/services in respect of which information is exchanged via the Site and remitting any such taxes or charges to the appropriate authorities, as appropriate; and (c) for determining if it is required by applicable law to withhold any amount relating to amounts paid or payable regarding products/services in respect of which information is exchanged via the Site, and indemnifying Marvinet for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest).

6. MARKETPLACE FEEDBACK AND USER CONTENT

(this function is not currently offered on the Site but it may be introduced in the future on the below terms)

- 6.1** You hereby acknowledge and agree that Users may publish and request Marvinet to publish on their behalf information on the Site about the User, such as feedback, composite feedback, geographical location, or verification of identity or credentials. However, such information is based solely on

unverified data that Users voluntarily submit to Marvinet and does not constitute and will not be construed as an introduction, endorsement, or recommendation by Marvinet; Marvinet provides such information solely for the convenience of Users.

6.2 You acknowledge and agree that User feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that Marvinet post composite or compiled feedback about Users, including yourself, on User Profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you, including User Content highlighted by Marvinet on the Site or otherwise (“**Composite Information**”), if any, may include User comments, User ratings, indicators of User satisfaction, and other feedback left exclusively by other Users. You further acknowledge and agree that Marvinet will make Composite Information available to other Users, including composite or compiled feedback. Marvinet provides its feedback system as a means through which Users can share their opinions of other Users publicly, and Marvinet does not monitor, influence, contribute to or censor these opinions. You acknowledge and agree that posted composite or compiled feedback and any other Composite Information relates only to the business advertised in the Profile and not to any individual person. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User.

6.3 Marvinet does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content and your ability to legally process User Uploaded Data, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content if such User Content is legally actionable or defamatory. Marvinet is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Marvinet reserves the right (but is under no obligation) to remove posted feedback or information that, in Marvinet’s sole judgment, violates the Terms or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of Marvinet. You acknowledge and agree that you will notify Marvinet of any error or inaccurate statement in your feedback results, including the Composite Information, and that if you do not do so, Marvinet may rely on the accuracy of such information.

7. CONTRACTUAL RELATIONSHIP BETWEEN USERS

7.1 SALE CONTRACTS

7.1.1 If Users decide to enter into a Sale Contract, the Sale Contract is a contractual relationship directly between such Users. Such Users have complete discretion both with regard to whether to enter into a Sale Contract with each other and with regard to the terms of any Sale Contract. You

acknowledge, agree, and understand that Marvinet is not a party to any Sale Contracts, that the formation of a Sale Contract between Users will not, under any circumstance, create an employment, agency or other service relationship between Marvinet and any User or a partnership or joint venture between Marvinet and any User.

7.1.2 With respect to any Sale Contract, Users may enter into any written agreements that they deem appropriate (e.g., supply of good/services agreements, confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements cannot conflict with, narrow, or expand Marvinet's rights and obligations under the Terms.

7.1.3 Users are responsible for complying with any local requirements in respect of Sale Contracts. Marvinet expressly disclaims any and all liability with respect to actions or omissions based on the Sale Contract Terms.

7.2 DISPUTES AMONG USERS

Marvinet shall have no involvement in disputes between Users. Users may pursue disputes independently, but you acknowledge and agree that Marvinet will not and is not obligated to provide any dispute assistance.

8. FEES

8.1 MARVINET FEES

8.2 The User shall pay a monthly subscription fee to Marvinet for the Account type which it has. The applicable fees for the various Account types are displayed on the Site.

8.3 The User shall on the Effective Date provide to Marvinet valid, up-to-date and complete credit card details acceptable to Marvinet and any other relevant valid, up-to-date and complete contact and billing details and the User hereby authorises Marvinet to bill such credit card on the Effective Date and on a monthly basis thereafter for the duration of the Subscription Term for the Subscription Fees payable.

8.4 If Marvinet has not received payment on the due date, and without prejudice to any other rights and remedies of Marvinet:

8.4.1 Marvinet may, without liability to the User, disable the User's password, account and access to all or part of the Services and Marvinet shall be under no obligation to provide any or all of the Services while the amount concerned remains unpaid; and

8.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Marvinet's bankers in Ireland from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.5 All amounts and fees stated or referred to in these Terms:

8.5.1 shall be payable in Euro;

- 8.5.2 are non-cancellable and non-refundable;
- 8.5.3 are exclusive of value added tax, which shall be added (if applicable) at the appropriate rate.

8.6 Marvinet shall be entitled to increase the Subscription Fees, upon 30 days' prior notice to the User.

8.7 USER FEES

8.7.1 Marvinet shall have no involvement in the administration and payment of fees (and any related taxes) between Users for products/services in respect of which information is exchanged via the Site.

9. MARVINET CONFIDENTIAL INFORMATION

9.1 To the extent that any User has access to any information which is proprietary or confidential to Marvinet ("**Confidential Information**"), it shall hold the such Confidential Information in confidence and, unless required by law, not make such Confidential Information available to any third party, or use such Confidential Information for any purpose other than the implementation of these Terms. Each User shall take all reasonable steps to ensure that Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Clause.

9.2 Confidential Information shall not be deemed to include information that: (i) is or becomes publicly known other than through any act or omission of the User; (ii) was in the User's lawful possession before the disclosure; (iii) is lawfully disclosed to the User by a third party without restriction on disclosure; (iv) is independently developed by the User, which independent development can be shown by written evidence; or (v) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10. RECORDS OF COMPLIANCE

Users will each (a) create and maintain records to document satisfaction of their respective obligations under these Terms, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to Marvinet upon request. Nothing in this subsection requires or will be construed as requiring Marvinet to supervise or monitor a User's compliance with these Terms or a Sale Contract. You are solely responsible for creation, storage, and backup of your business records. These Terms any registration for or subsequent use of the Site will not be construed as creating any responsibility on Marvinet's part to store, backup, retain, or grant access to any information or data for any period (subject to the terms of the Data Processing Terms).

11. WARRANTY DISCLAIMER

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. MARVINET MAKES NO REPRESENTATIONS OR WARRANTIES WITH

REGARD TO THE SITE, THE SITE SERVICES, PRODUCTS/SERVICES IN RESPECT OF WHICH INFORMATION IS EXCHANGED VIA THE SITE, OR ANY ACTIVITIES OR ITEMS RELATED TO THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT APPLICABLE, MARVINET DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

12. LIMITATION OF LIABILITY

12.1 Marvinet is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms, including, but not limited to:

12.1.1 your use of or your inability to use our Site or Site Services;

12.1.2 delays or disruptions in our Site or Site Services;

12.1.3 viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;

12.1.4 glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;

12.1.5 damage to your hardware device from the use of the Site or Site Services;

12.1.6 the content, actions, or inactions of third parties' use of the Site or Site Services;

12.1.7 a suspension or other action taken with respect to your Account;

12.1.8 your reliance on the quality, accuracy, or reliability of Profiles, ratings, recommendations, and feedback;

12.1.9 Composite Information, or metrics found on, used on, or made available through the Site; and

12.1.10 your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the Terms.

12.2 ADDITIONALLY, IN NO EVENT WILL MARVINET, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF MARVINET, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE LESSER OF: (A) EUR500; OR (B) ANY SUBSCRIPTION FEES RECEIVED BY MARVINET FROM SUCH USER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT

LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

13. **RELEASE**

13.1 In addition to the recognition that Marvinet is not a party to any Sale Contract between Users, you hereby release Marvinet, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you agree to these Terms. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the User products/services in respect of which information is exchanged via the Site.

14. **INDEMNIFICATION**

14.1 You hereby indemnify, defend, and hold harmless Marvinet, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site (including the 'chat' function) and the Site Services by you or your agents, including any payment obligations or default incurred through use of the Site Services; (b) any Sale Contract entered into by you or your agents, or any dispute between you and another User regarding products/services in respect of which information is exchanged via the Site; (c) failure to comply with the Terms by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence, wilful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy and or data protection rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For the purposes of this Clause 14, your agents includes any person who has apparent authority to access or use your Account demonstrated by using your username and password.

14.2 "**Indemnified Claim**" means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

14.3 "**Indemnified Liability**" means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

15. **TERM AND TERMINATION**

15.1 TERMINATION

- 15.1.1 Unless both you and Marvinet expressly agree otherwise in writing, either of us may terminate these Terms in our sole discretion, at any time, without explanation, upon written notice to the other, except as otherwise provided herein, in accordance with the requirements in Clause 16.9 of these Terms of Service. In the event you properly terminate these Terms, your right to use the Site and Site Services is automatically revoked, and your Account will be closed. Marvinet is not a party to any Sale Contract between Users. Consequently, User understands and acknowledges that termination of these Terms (or attempt to terminate these Terms) does not terminate or otherwise impact any Sale Contract entered into between Users.
- 15.1.2 Without limiting Marvinet's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of these Terms (including but not limited to the requirements set out in Clause 1.2.1 of these Terms of Service); (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Marvinet or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without Marvinet's prior written consent.
- 15.1.3 You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Sale Contracts with you. You therefore agree as follows: IF MARVINET DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, MARVINET HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SALE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS, (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE. YOU AGREE THAT MARVINET WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING CLOSED ACCOUNT STATUS OR THE REASON(S) FOR THE CLOSURE.

15.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and that any closure of your Account may involve deletion of any content stored in your Account for which Marvinet will have no liability whatsoever. Marvinet, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

15.3 SURVIVAL

After these Terms terminate, the parts of these Terms that expressly or by their nature contemplate performance after these Terms terminate or expire will survive and continue in full force and effect. For example, the dispute

resolution provisions, protecting intellectual property, indemnification, payment of fees, limitations of liability, disclaimers and waivers, each, by their nature, contemplate performance or observance after these Terms terminate. Without limiting any other provisions of the Terms, the termination or expiry of these Terms for any reason will not release you or Marvinet from any obligations incurred prior to termination of these Terms or that thereafter may accrue in respect of any act or omission prior to such termination.

16. GENERAL

16.1 FORCE MAJEURE

Marvinet shall have no liability to the User under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Marvinet or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the User is notified of such an event and its expected duration.

16.2 CONFLICT

If there is an inconsistency between any of the provisions in the main body of these Terms and the Appendices, the provisions in the main body of these Terms shall prevail.

16.3 WAIVER

No failure or delay by Marvinet to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.4 RIGHTS AND REMEDIES

Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

16.5 SEVERANCE

If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of these Terms.

16.6 ENTIRE AGREEMENT

- 16.6.1 These Terms, and any documents referred to herein, constitute the whole agreement between Marvinet and the User and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 16.6.2 The User acknowledges and agrees that in agreeing to these Terms, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the subject matter of these Terms, other than as expressly set out in these Terms.

16.7 ASSIGNMENT

- 16.7.1 The User shall not, without the prior written consent of Marvinet, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 16.7.2 Marvinet may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

16.8 NO PARTNERSHIP OR AGENCY

Nothing in these Terms is intended to or shall operate to create a partnership between Marvinet and any User, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.9 NOTICES

- 16.9.1 Any notice required to be given under these Terms (other than notices relating to data protection/privacy, which shall be dealt with in accordance with Appendix 2 of these Terms (Privacy and Cookies Policy) shall be in writing and shall be delivered by pre-paid first-class post or recorded delivery or certified post to the other party at its address set out in these Terms or in a User's Profile/Account, or such other address as may have been notified by that party for such purposes.
- 16.9.2 A correctly addressed notice sent by pre-paid first-class post or recorded delivery or certified post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

16.10 GOVERNING LAW

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

16.11 JURISDICTION

Marvinet and each User irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

17. **DEFINITIONS**

- 17.1 “Services”, “Site”, “Site Services”, “User” and “Effective Date”:** have the meanings given in the introductory Section the Terms.
- 17.2 “Account”:** has the meaning given in Clause 1.1.1 of these Terms of Service.
- 17.3 “Affiliates”:** any entity that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with Marvinet.
- 17.4 “Business Day”:** a day on which banks are generally open for business in Dublin, Ireland.
- 17.5 “Composite Information”:** has the meaning given in Clause 6.2 of these Terms of Service.
- 17.6 “Control”:** a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.
- 17.7 “Data Protection Legislation”:** has the meaning given to such term in Appendix 4 of the Terms (Data Processing Terms).
- 17.8 “Intellectual Property Rights”:** any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, trade secrets, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions, and “Intellectual Property” shall be interpreted accordingly.
- 17.9 “Insolvent”:** circumstances where, in respect of a User: (i) the User suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; (ii) the User commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation/restructuring of the User; (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made,

for or in connection with the winding up of the User other than for the sole purpose of a scheme for a solvent amalgamation/restructuring of the User; (iv) an application is made to court, or an order is made, for the appointment of an examiner, receiver or liquidator in respect of the User or its assets, or if a notice of intention to so appoint is made; or (v) any event occurs, or proceeding is taken, with respect to the User in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the aforesaid events.

- 17.10 “Licence”:** has the meaning given to such term in Clause 1.1 of Appendix 3 of the Terms (SaaS Licence Terms).
- 17.11 “Personal Data”:** has the meaning given to such term in Appendix 4 of the Terms (Data Processing Terms).
- 17.12 “Profile”:** has the meaning given in Clause 1.3 of these Terms of Service.
- 17.13 “Sale Contracts”:** has the meaning given in Clause 2.2 of these Terms of Service.
- 17.14 “Site Visitor”:** has the meaning given to such term in Clause 1.3 of Appendix 1 of the Terms (Site Terms of Use).
- 17.15 “Software”:** has the meaning given to such term in Clause 1.1 of Appendix 3 of the Terms (SaaS Licence Terms).
- 17.16 “Subscription Fees”:** the subscription fees payable by the User to Marvinet for the Account type it holds, as referred to in Clauses 1.4 and 8.2 of these Terms of Service.
- 17.17 “Subscription Term”:** the period during which the User avails of the Service.
- 17.18 “Substantial Change”:** a change to the provisions of the Terms which reduces your rights or increases your responsibilities.
- 17.19 “User Content”:** any comments, remarks, data, feedback, content, text, photographs, images, video, music, or other information that you or any Site Visitor or User post to any part of the Site or provide to Marvinet, including such information that is posted as a result of questions (which may include User Uploaded Data).
- 17.20 “User Uploaded Data”** has the meaning given to such term in Appendix 2 of these Terms (Privacy & Cookies Policy).¹
- 17.21 “User Subscriptions”:** the user subscriptions permitted under an Account type which entitle Users to access and use the Services in accordance with these Terms (such number of User Subscriptions may be increased in accordance with these Terms).

APPENDIX 1 - SITE TERMS OF USE

Defined terms and expressions used herein shall have the meanings given to such terms and expressions in Clause 17 of the Terms of Service.

1. MARVINET'S PROVISION OF THE SITE AND LIMITED SITE LICENSE

17.22 Marvinet grants you a limited license to access the Site and Site Services. This license is subject to and conditioned on compliance with these Terms.

17.23 We try to keep our Site and the Site Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. In fact, we might even stop providing the Site or Site Services completely or stop providing certain features without notice.

17.24 Marvinet may terminate any license it has granted to any visitor of the Site who has not created an Account ("**Site Visitor**") or User to access the Site and Site Services by providing notice, and the termination of such license shall be effective immediately upon Marvinet providing such notice.

18. MARVINET'S INTELLECTUAL PROPERTY

18.1 Marvinet and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Site Services. The Marvinet logos and names are trademarks of Marvinet and are registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site or Site Services may be the trademarks of their respective owners.

18.2 Nothing in the Terms grants you a right to use any Marvinet Intellectual Property Rights relating to the Site or Site Services.

19. YOUR INTELLECTUAL PROPERTY

19.1 When you post User Content on the Site or through the Site Services or provide Marvinet with User Content, you understand and acknowledge that you are solely responsible for such User Content. Further, you represent and warrant that you have the right, power, and authority to (a) post that User Content without violating the rights of third parties, and (b) grant the licenses specified below.

19.2 You acknowledge and agree that the poster of User Content, and not Marvinet, is responsible for any User Content including any harms caused to you, another User, or a third party by such User Content.

19.3 You will indemnify, defend, and hold harmless Marvinet, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable

attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to or arising out of any User Content you post.

20. **YOUR RIGHTS AND LICENSE TO MARVINET AND OTHER SITE VISITORS**

You retain all ownership rights in any User Content you post on the Site. To the extent permitted by applicable law, you also grant to Marvinet and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your details as contained in your User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Site and Marvinet's, our successors' and Affiliates' businesses, including, without limitation, for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User and each Site Visitor a non-exclusive license to access your User Content through the Site and to use, reproduce, distribute, and display such User Content to the extent permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of the Terms, and applicable law.

21. **YOUR COMMENTS AND IDEAS**

You may submit comments or ideas about the Site and Site Services, including without limitation about how to improve the Site or Site Services (collectively, "**Ideas**"). By submitting any Ideas, you agree that: (a) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place Marvinet under any fiduciary or other obligation, (b) your Ideas do not contain the confidential or proprietary information of third parties, and (c) you grant us a perpetual and royalty-free license to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, Marvinet does not waive any rights to use similar or related ideas, including those known or developed by Marvinet or obtained from sources other than you.

22. **THIRD-PARTY INTELLECTUAL PROPERTY**

22.1 Any information or content expressed or made available by a third party or any other Site Visitor or User is that of the respective author(s) or distributor(s) and not of Marvinet. Marvinet neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than Marvinet's authorized agents acting in their official capacities.

22.2 The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites or applications are owned and operated by the third parties and/or their licensors. The inclusion of any link or application on the

Site does not imply that we endorse the linked site or application. You use the links and third-party websites at your own risk and agree that your use of an application or third-party website accessed via the Site is on an “as is” and “as available” basis without any warranty for any purpose.

22.3 You may not use the Site to store any material or content, or disseminate any material or content, in any manner that constitutes an infringement of third party Intellectual Property Rights.

22.4 You will indemnify, defend, and hold harmless Marvinet, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “**Indemnified Party**”) from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to or arising out of breach by you of third party Intellectual Property Rights.

23. **PERMITTED SITE USES**

23.1 Marvinet offers the Site and Site Services for your business purposes only and not for personal, household, or consumer use. Marvinet makes the Site and Site Services available for Users to find one another, advertise and exchange information in respect of the supply of products/service relationships, etc. In addition, the Site may be used by Site Visitors to obtain, general information and articles that we believe may be of interest to Site Visitors and Users. While we try to ensure that any information we post is both timely and accurate, errors may appear from time to time. We do not make any representations or warranties with respect to any information that is posted on the Site by us or anyone else.

23.2 In no event should any content be relied on or construed as tax or legal advice or otherwise. You should independently verify the accuracy of any content.

24. **PROHIBITED SITE USES**

24.1 You may not use, or encourage, promote, facilitate, instruct or induce others to use, the Site or Site Services for any activities that violate any law, statute, ordinance or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others; or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

24.2 The following are examples of uses that are prohibited on the Site or when using the Site Services: seeking, offering, promoting, or endorsing and services, content, or activities that/including:

24.2.1 are defamatory, illegal, profane, vulgar, threatening, unlawfully discriminatory, illegal, pornographic, obscene, or sexually explicit in nature;

24.2.2 would violate the Intellectual Property Rights, such as and including copyrights and trade secrets, of another person, entity, service, product, or website;

- 24.2.3 would violate (a) the Terms, or (b) the terms of service of another website or any similar contractual obligations;
- 24.2.4 regard the creation, publication, distribution of “fake news”, “hoax news” or similar false content purposefully intended to mislead readers for financial or other gain;
- 24.2.5 regard or promote in any way any escort services, prostitution, or sexual acts;
- 24.2.6 fraudulent or misleading uses or content, including: fraudulently billing or attempting to fraudulently bill any User, including by (i) falsifying or manipulating or attempting to falsify or manipulate records; (ii) misrepresenting your experience, skills, or information, including by representing another person’s profile, or parts of another person’s profile, as your own; (iii) using a profile photo that misrepresents your identity or represents you as someone else; (iv) impersonating any person or entity, including, but not limited to, a Marvinet representative, forum leader, or falsely stating or otherwise misrepresenting your affiliation with a person or entity; (v) falsely stating or implying a relationship with another User; (vi) falsely attributing statements to any Marvinet representative, forum leader, guide or host; (vii) falsely stating or implying a relationship with Marvinet or with another company with whom you do not have a relationship; or (viii) allowing another person to use your account, which is misleading to other Users;
- 24.2.7 posting Personal Data concerning another person without a valid legal basis to do so under Data Protection Legislation, or collecting or harvesting any Personal Data, including Account names, from the Site;
- 24.2.8 spamming other Users with proposals or invitations or posting the product/service multiple times so that more than one version remains active at a given time;
- 24.2.9 making or demanding bribes or other payments without the intention of providing products/services in exchange for the payment;
- 24.2.10 requesting or demanding free products/services;
- 24.2.11 violating any national or international tax/customs laws;
- 24.2.12 attempting to or actually manipulating or misusing the feedback system, including by: (i) withholding payment or engaging in any other conduct for the purpose of obtaining positive feedback from another User; (ii) attempting to coerce another User by threatening to give negative feedback; (iii) expressing views unrelated to the product/service, such as political, religious, or social commentary, in the feedback system; or (iv) offering services for the sole purpose of obtaining positive feedback of any kind;
- 24.2.13 duplicating or sharing accounts;
- 24.2.14 selling, trading, or giving an account to another person without Marvinet’s consent;

- 24.2.15 conduct or actions that could jeopardize the integrity of or circumvent the Site, Site Services or Marvinet's proprietary information, including: (i) interfering or attempting to interfere with the proper operation of the Site or Site Services or any activities conducted on the Site; (ii) bypassing any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; (iii) attempting to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (iv) using any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission, or (v) attempting to or interfering with or compromising the system integrity or security or deciphering any transmissions to or from the servers running the Site;
- 24.2.16 attempting to or imposing an unreasonable or disproportionately large load (as determined in Marvinet's sole discretion) on the Site's infrastructure;
- 24.2.17 introducing any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Site that is designed to or known to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Site or any software, firmware, hardware, computer system, or network of Marvinet or any third party;
- 24.2.18 accessing or attempting to access the Site or Site Services by any means or technology other than the interface provided;
- 24.2.19 framing or linking to the Site or Site Services except as permitted in writing by Marvinet;
- 24.2.20 attempting to or actually reverse engineering, modifying, adapting, translating, preparing derivative works from, decompiling, interfering with the operation of, or otherwise attempting to derive source code from any part of the Site or Site Services unless expressly permitted by applicable law or Marvinet; or
- 24.2.21 accessing or using the Site or Site Services to build a similar service or application, or publish any performance or any benchmark test or analysis relating to the Site.

25. **ENFORCEMENT**

We reserve the right, but do not assume the obligation, to investigate any potential violation of this Site Terms of Use and to remove, disable access to, or modify any content on the Site. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of these Terms.

26. **REPORTING AND CORRECTING VIOLATIONS**

If you become aware of any violation of these Site Terms or Use, you must immediately report it to Marvinet Customer Service. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a violation of these Site Terms of Use.

APPENDIX 2 - PRIVACY AND COOKIES POLICY

Marvinet Limited - Privacy & Cookies Policy (last revised on [])

OVERVIEW OF MARVINET'S ROLE

Your privacy is of paramount importance to Marvinet Limited incorporated and registered in Ireland with company number 622994, whose registered office is at 16, Fitzwilliam Place Dublin 2, IRELAND, (hereinafter referred to as "**Marvinet**", "**we**", "**us**" or "**our**", which terms shall also include our Affiliates. "**Affiliates**" means any entity that directly or indirectly controls, is controlled by, or is under common control with us. "**Control**" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. This privacy and cookies policy ("**Privacy Policy**") applies to the Site as described in our Terms

of Service (the “**Site**”) and the website, applications and services related thereto (the “**Service**”).

In this Privacy Policy, the term “**Personal Data**” means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, our possession, and includes personal data as described in Data Protection Legislation (as defined below).

Please read the following carefully. Registering for a Site account (“**Your Account**”) on the Site or any related mobile application, use of Your Account or accepting the terms of this Privacy Policy (by way of ticking a tick box or similar function on the Site) indicates that you have reviewed this Privacy Policy and have agreed to be bound by it. You will be required to expressly accept this Privacy Policy before providing any of your Personal Data to us, and any users who use Your Account will also be required to expressly accept this Privacy Policy before first accessing (or before continuing to access) our Service through Your Account. If you do not agree to these terms you must leave our website immediately. If you choose to accept this Privacy Policy, we will keep a record of your acceptance in this regard.

We will handle your Personal Data in accordance with Data Protection Legislation. “**Data Protection Legislation**” means the Data Protection Acts 1988 to 2018, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”), and any other applicable law or regulation relating to the processing of Personal Data and to privacy (including the E-Privacy Directive and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (“**E-Privacy Regulations**”), as such legislation shall be supplemented, amended, revised or replaced from time to time.

When you register for Your Account, the registration process may ask for a full name, company you work for, title/position, password, postal address, email address, phone number, IP address, VAT/tax registration details, zip code and credit card details. When you log into the Service, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type and settings, browser language, location data, the address of the web page visited before using the Service, the date and time the Service was used, information about browser configuration and plugins, language preferences and one or more cookies that may uniquely identify your browser. When you send email or other communication to Marvinet (other than in respect of User Uploaded Data (defined below) included in support requests), we may retain those communications in order to process your inquiries, respond to your requests and improve our Service (any Personal Data that we collect from you for these purposes is hereinafter referred to together as “**Your Data**”). Marvinet is a Controller (as defined in Data Protection Legislation) in respect of Your Data.

Your Data is separate from and should be distinguished from User Uploaded Data. “**User Uploaded Data**” is Personal Data uploaded by you or others through your Account/your use of the Service, and may be any information, data or materials provided or utilized by you or others in connection with the Service, including, without limitation, any data contained in your or others’ websites, applications and/or any Personal Data provided by you during a support request. Marvinet is a Processor (as defined in Data Protection Legislation) and you are either the Data Subject (as defined in Data Protection Legislation) or the Controller in respect of User Uploaded Data. This Policy deals with our processing of Your Data (not User Uploaded Data) on your behalf. The data Processing Terms in Appendix 4 of the Terms set out details of our Processor obligations in respect of User Uploaded Data.

This Privacy Policy sets out the basis on which Your Data will be processed by us. We may use Your Data on any one or more of the following legal bases: (i) to perform a contract with you; (ii) for the establishment, exercise or defence of legal claims or proceedings; (iii) to comply with legal and regulatory obligations; (iv) for legitimate business purposes in providing the Service to you (in which case, our legitimate interests will not override your fundamental privacy rights); and/or (v) where you have given us your express consent.

When you are a Controller in respect of the Personal Data of other Data Subjects, then you must comply with all of your Controller obligations under Data Protection Legislation. When you are a Controller, we and you act as independent (and not joint Controllers in respect of Your Data.

INFORMATION WE GATHER FROM YOU

We fully respect your right to privacy in relation to your interactions with the Service and endeavour to be transparent in our dealings with you as to what information we will collect and how we will use your information. Also, we only collect and use individual's information where we are legally entitled to do so. Information in relation to Personal Data collected by Irish entities is available on www.dataprotection.ie, the website of the Irish Data Protection Commissioner ("**DPC**").

We endeavour to keep Your Data accurate and up-to-date. As such, you must tell us about any changes to such information that you are aware of as soon as possible. You can change your stated interests in respect of whether or not you wish to receive direct marketing from us by clicking 'unsubscribe' on any direct marketing electronic communication which you receive from us.

If you are aged 18 or under, please get your parent/guardian's permission before you provide Your Data to us/use the Service.

WHY WE COLLECT/HAVE ACCESS TO YOU INFORMATION

We may collect information from you as necessary in the course of providing our Service. We may collect your personal information while monitoring our technology tools and services, including our website and email communications sent to and from us. We gather information about you when you provide it to us, or interact with us directly. We may collect or receive information about you from other sources, such as keeping the contact details we already hold for you accurate and up to date and verifying Your Account details using publically available sources. We use that information: (i) to provide and improve our website, including auditing and monitoring its use; (ii) to provide and improve our Service to you and other users; (iii) to provide information requested by you; (iv) to send you update, publications and details of events; (v) to manage and administer our relationship with you; and (vi) to fulfil our legal, regulatory and risk management obligations.

Where we wish to use Your Data in any other way, we will ensure that we notify you and get your consent first. You will be given the opportunity to withhold or withdraw your consent for the use of Your Data for purposes other than those listed in this Privacy Policy.

COOKIES

A cookie is a small text file that is placed on your device by a web server which enables a website and/or mobile app to recognise repeat users, facilitate the user's ongoing access to and use of a website and/or mobile app and allows the website

and/or mobile app to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. We may collate information in relation to the Service which is represented in aggregate format through cookies. They help us to improve our Service and to deliver many of the functions that make your browser experience more user friendly.

By using the Service and accepting the terms of this Privacy Policy you are consenting/acknowledging our legitimate interest in respect of the use of cookies as described in this Privacy Policy (i.e. you are agreeing to the placement of cookies on your device unless you specifically choose not to receive cookies). You will be given the opportunity to object to the use of cookies on the website by way of a 'pop-up or similar function'. You acknowledge that we may also have a legitimate interest in respect of our use of cookies to process your Personal Data where this does not override your privacy rights.

The 'Help Menu' on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. You can also disable or delete similar data used by browser add-ons, such as flash cookies, by changing the add-on's settings or visiting the website of its manufacturer.

For more information about cookies and managing them including how to turn them off, please visit www.cookiecentral.com. However, because cookies allow you to take advantage of some of our Service's essential features, we recommend you leave them turned on as otherwise you may not be able to fully experience the interactive features of our Service or other related websites/applications which you visit/use.

We may use third parties such as Google Analytics to collect user information, including through the use of cookies (flash and non-flash) and web beacons. They help us to improve our Service and to deliver many of the functions that make your browser experience more user friendly.

You can find a list of cookies we use and the purposes for which we use them in the tables below.

First party cookies

Cookie	Purpose	Expires

Third party cookies

Cookie	Purpose	Expires

You should also be aware that there are cookies which are found in other companies' internet tools which we may use to enhance the Service. You may see 'social buttons' during your use of the website, including but not limited to Twitter, YouTube and Facebook, which enable you to share or bookmark certain web pages. These websites and social platforms have their own cookies and privacy practices, which are controlled by them.

ARE THERE CASES WHERE WE MAY USE YOUR INFORMATION TO CONTACT YOU

We may contact you:

- for administration reasons related to the Service (e.g. to provide you with password reminders or to notify you that a particular service, activity or online content has been suspended for maintenance, or in response to a question that you ask us);
- to provide you with information about our Service, activities or online content, including sending e-newsletters or similar correspondence and updates or responding to any contact you have made with us, e.g. on our website, by email or via the 'How To Contact Us' facility referred to below;
- to invite you to participate in surveys about our services (participation is always voluntary).

WHAT RIGHTS DO YOU HAVE

As a data subject, you have the following rights under Data Protection Legislation and we, as controller in respect of Your Data, will comply with such rights in respect of Your Data:

- the right of access to Personal Data relating to you;
- the right to correct any mistakes in your Personal Data;
- the right to ask us to stop contacting you with direct marketing;
- rights in relation to automated decision taking;
- the right to restrict or prevent your Personal Data being processed;
- the right to have your Personal Data ported to another data controller;
- the right to erasure; and
- the right to complain to the DPC if you believe we have not handled your Personal Data in accordance with Data Protection Legislation.

These rights are explained in more detail below, but if you have any comments, concerns or complaints about our use of your Personal Data, please contact us (see 'How To Contact Us' below). We will respond to any rights that you exercise within a month of receiving your request, unless the request is particularly complex or cumbersome, in which case we will respond within three months (we will inform you within the first month if it will take longer than one month for us to respond). Where a response is required from us within a particular time period pursuant to Data Protection Legislation, we will respond within that time period.

Right of access to Personal Data relating to you

You may ask to see what Personal Data we hold about you and be provided with:

- a summary of such Personal Data and the categories of Personal Data held (see Sections 2 and 3 above);
- details of the purpose for which it is being or is to be processed (see Section 3 above);
- details of the recipients or classes of recipients to whom it is or may be disclosed, including if they are overseas and what protections are used for those overseas transfers (see Section 8 below);
- details of the period for which it is held or the criteria we use to determine how long it is held (see Section 13 below);
- details of your rights, including the rights to rectification, erasure, restriction or objection to the processing (set out in this Section 6);
- any information available about the source of that data (see Section 2 above);

- whether we carry out automated decision-making, or profiling, and where we do, information about the logic involved and the envisaged outcome or consequences of that decision making or profiling; and
- where your Personal Data are transferred out of the EEA, what safeguards are in place (see Section 8 below).

Details in respect of the above points are all set out in this Privacy Policy; however, if you need further clarification, please contact us (see 'How To Contact Us' below).

Requests for your Personal Data must be made to us (see 'How To Contact Us' below) specifying what Personal Data you need access to, and a copy of such request may be kept by us for our legitimate purposes in managing the Service. To help us find the information easily, please give us as much information as possible about the type of information you would like to see. If, to comply with your request, we would have to disclose information relating to or identifying another person, we may need to obtain the consent of that person, if possible. If we cannot obtain consent, we may need to withhold that information or edit the data to remove the identity of that person, if possible.

There are certain types of data which we are not obliged to disclose to you, which include Personal Data which records our intentions in relation to any negotiations with you where disclosure would be likely to prejudice those negotiations. We are also entitled to refuse a data access request from you where (i) such request is manifestly unfounded or excessive, in particular because of its repetitive character (in this case, if we decide to provide you with the Personal Data requested, we may charge you a reasonable fee to account for administrative costs of doing so), or (ii) we are entitled to do so pursuant to Data Protection Legislation.

Right to update your Personal Data or correct any mistakes in your Personal Data

You can require us to correct any mistakes in your Personal Data which we hold free of charge. If you would like to do this, please:

- email or write to us (see 'How can you contact us' below);
- let us have enough information to identify you (e.g. name, registration details); and
- let us know the information that is incorrect and what it should be replaced with.

If we are required to update your Personal Data, we will inform recipients to whom that Personal Data have been disclosed (if any), unless this proves impossible or has a disproportionate effort.

It is your responsibility that all of the Personal Data provided to us is accurate and complete. If any information you have given us changes, please let us know as soon as possible (see 'How To Contact Us' below).

Right to ask us to stop contacting you with direct marketing

We have a legitimate interest to send you electronic communications in connection with the Service and related matters (which may include but shall not be limited to newsletters, announcement of new features etc.). We may also ask you for your consent to send you direct marketing from time to time. We may also ask you different questions for different services, including competitions. We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

You can ask us to stop contacting you for direct marketing purposes. If you would like to do this, please:

- email or write to us (see 'How can you contact us' below). You can also click on the 'unsubscribe' button at the bottom of the electronic communication. It may take up to 15 days for this to take place; and
- let us know what method of contact you are not happy with if you are unhappy with certain ways of contacting you only (for example, you may be happy for us to contact you by email but not by telephone).

We will provide you with information on action taken on a request to stop direct marketing - this may be in the form of a response email confirming that you have 'unsubscribed'. Unsubscribing from direct marketing does not unsubscribe you from essential electronic communications in respect of the administration of Your Account.

Rights in relation to automated decision taking

You may ask us to ensure that, if we are evaluating you, we don't base any decisions solely on an automated process and have any decision reviewed by a member of staff. Profiling may occur in relation to your Personal Data for the purposes of targeted advertising and de-targeting you from specified advertising. This allows us to tailor our advertising to the appropriate customers and helps to minimise the risk of you receiving unwanted advertising. These rights will not apply in all circumstances, for example where the decision is (i) authorised or required by law, (ii) necessary for the performance of a contract between you and us, or (iii) is based on your explicit consent. In all cases, we will endeavour that steps have been taken to safeguard your interests.

Right to restrict or prevent processing of Personal Data

In accordance with Data Processing Legislation, you may request that we stop processing your Personal Data temporarily if:

- you do not think that your Personal Data is accurate (but we will start processing again once we have checked and confirmed that it is accurate);
- the processing is unlawful but you do not want us to erase your Personal Data;
- we no longer need the Personal Data for our processing; or
- you have objected to processing because you believe that your interests should override the basis upon which we process your Personal Data.

If you exercise your right to restrict us from processing your Personal Data, we will continue to process the Personal Data if:

- you consent to such processing;
- the processing is necessary for the exercise or defence of legal claims;
- the processing is necessary for the protection of the rights of other individuals or legal persons; or
- the processing is necessary for public interest reasons.

Right to data portability

In accordance with Data Protection Legislation, you may ask for an electronic copy of your Personal Data that you have provided to us and which we hold electronically, or for us to provide this directly to another party. This right only applies to Personal Data that you have provided to us - it does not extend to data generated by us. In addition, the right to data portability also only applies where:

- the processing is based on your consent or for the performance of a contract; and
- the processing is carried out by automated means.

Right to erasure

In accordance with Data Protection Legislation, you can ask us (please see 'How To Contact Us' below) to erase your Personal Data where:

- you do not believe that we need your Personal Data in order to process it for the purposes set out in this Privacy Policy;
- if you had given us consent to process your Personal Data, you withdraw that consent and we cannot otherwise legally process your Personal Data;
- you object to our processing and we do not have any legal basis for continuing to process your Personal Data;
- your Personal Data has been processed unlawfully or have not been erased when it should have been; or
- the Personal Data have to be erased to comply with law.

We may continue to process your Personal Data in certain circumstances in accordance with Data Protection Legislation (i.e. where we have a legal justification to continue to hold such Personal Data, such as it being within our legitimate business interest to do so (e.g. retaining evidence of billing information etc.)). Where you have requested the erasure of your Personal Data, we will inform recipients to whom that Personal Data have been disclosed, unless this proves impossible or involves disproportionate effort. We will also inform you about those recipients if you request it.

Right to complain to the DPC

If you do not think that we have processed your Personal Data in accordance with this Privacy Policy, please contact us in the first instance. If you are not satisfied, you can complain to the DPC or exercise any of your other rights pursuant to Data Protection Legislation. Information about how to do this is available on the DPC website at <https://www.dataprotection.ie>

WITHDRAWAL OF CONSENT

If you no longer consent to our processing of Your Data (in respect of any matter referred to in this Privacy Policy as requiring your consent), you may request that we cease such processing by contacting us via the 'How To Contact Us' facility referred to below. Please note that if you withdraw your consent to such processing, it may not be possible for us to provide all/part of the Service to you.

WHO WE SHARE YOUR INFORMATION WITH

Marvinet will not share Your Data without your consent or unless required by law (except as set out in this Privacy Policy). If Marvinet becomes involved in a merger, acquisition, or any form of sale of some of all of its assets, Your Data will not be transferred to any third party unless there are adequate safeguards in place with the recipient in respect of the security of Your Data.

We restrict access to Your Data to employees, contractors, and agents who need such access in order to operate, develop, or improve our Service. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination, civil litigation and/or criminal prosecution, if they fail to meet these

obligations. We may also share Your Data with our third party suppliers who assist us in the provision of the Service (including but not limited to suppliers who provide services to us in respect of the certification/verification of Your Account details and/or any products/services in respect of which information is exchanged via the Site.

You acknowledge that, by using the Service, any Personal Data uploaded by you to the Site can be accessed/viewed by other users of the Service.

Your Data may be transferred to, stored at, or accessed from a destination outside the European Economic Area (“**EEA**”) for the purposes of us providing the Service. It may also be processed by staff operating outside the EEA who work for us, another corporate entity within our group, or any of our suppliers. By submitting Your Data, you explicitly consent to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that Your Data is treated securely and in accordance with this Privacy Policy. The safeguards in place with regard to the transfer of Your Data outside of the EEA to third parties shall include (but shall not be limited to) the entry by us into appropriate contracts with all transferees of such data.

All information you provide to us is stored on our (or contracted third party) secure servers. Where we have given you (or where you have chosen) a password which enables you to access any part of our Service, you are responsible for keeping this password confidential. We ask you not to share a password with any person not authorised to use the Service.

THIRD PARTY WEBSITES

This Privacy Policy applies to websites and services that are owned and operated by Marvinet. We do not exercise control over the sites/applications that may be linked from the Service. These other sites/applications may place their own cookies or other files on your computer, collect data or solicit personal information from you. You acknowledge that the Service that we provide may enable or assist you to access the website content of, correspond with, and purchase goods and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party and the use by any such third-party of your Personal Data. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Service. We encourage you to carefully familiarize yourself with the terms of use and privacy policies applicable to any websites and/or services operated by third parties. Please be aware that we are not responsible for the privacy practices of any third parties.

OFFENSIVE CONTENT

If Your Data contains any material which may reasonably be deemed to be offensive, inappropriate or objectionable or otherwise engage in any disruptive behaviour in relation to the Service, we may remove such content and/or suspend the use of Your Account. We may also remove any such material from any of our social media pages.

Where we reasonably believe that you are or may be in breach of any applicable laws, for example on hate speech, we may disclose your personal information to relevant third parties, including to law enforcement agencies or your internet provider. We would only do so in circumstances where such disclosure is permitted under applicable laws, including Data Protection Legislation.

HOW DO WE PROTECT YOUR PERSONAL INFORMATION

We do our utmost to protect user privacy through the appropriate use of security technology. We restrict access to Your Data to employees, contractors and agents who need to know Your Data in order to operate, develop or improve the services that we provide. We ensure that we have appropriate physical and technological security measures to protect your information; and we ensure that when we outsource any processes that the service provider has appropriate security measures in place. However, our Service may contain hyperlinks to websites owned and operated by third parties. These third party websites have their own privacy policies, including cookies. We do not accept any responsibility or liability for the privacy practices of such third party websites and your use of such websites is at your own risk.

We will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing of Your Data. In particular, we will consider the risks presented by accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Your Data transmitted, stored or otherwise processed.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect Your Data, we cannot guarantee the security of any data transmitted to us and any such transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. To the extent permitted by law, we are not responsible for any delays, delivery failures, or any other loss or damage resulting from (i) the transfer of data over communications networks and facilities, including the internet, or (ii) any delay or delivery failure on the part of any other service provider not contracted by us, and you acknowledge that our Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. You will appreciate that we cannot guarantee the absolute prevention of cyber-attacks such as hacking, spyware and viruses. Accordingly, you will not hold us liable for any unauthorised disclosure, loss or destruction of Your Data arising from such risks.

BREACH REPORTING

We will notify serious data breaches in respect of Your Data to the DPC without undue delay, and where feasible, not later than 72 hours after having become aware of same. If notification is not made after 72 hours, we will record a reasoned justification for the delay; however, it is not necessary to notify the DPC where the Personal Data breach is unlikely to result in a risk to the rights and freedoms of natural persons. A Personal Data breach in this context means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

We will keep a record of any data breaches, including their effects and the remedial action taken, and will notify you of any data breach affecting your Personal Data (which poses a high risk to you) when we are required to do so under Data Protection Legislation. We will not be required to notify you of a data breach where:

- we have implemented appropriate technical and organisational measures that render the Personal Data unintelligible to anyone not authorised to access it, such as encryption; or
- we have taken subsequent measures which ensure that the high risk to data subjects is not likely to materialise; or

- it would involve disproportionate effort, in which case we may make a public communication instead.

RETENTION OF PERSONAL DATA

Your Data will be kept and stored for such period of time as we deem necessary taking into account the purpose for which it was collected in the first instance. This may include retaining Your Data as necessary to administer Your Account, comply with our legal obligations, to resolve disputes, to enforce our agreements (including for the 6 year limitation period in Ireland for contractual claims, plus a reasonable period thereafter), to support business operations, and to continue to develop and improve our Service.

Where we retain information for Service improvement and development, we take steps to eliminate information that directly identifies you, and we only use the information to uncover collective insights about the use of our Service, not to specifically analyze personal characteristics about you.

AMENDMENTS TO PRIVACY POLICY

Marvinet may change its Privacy Policy from time to time and at Marvinet's sole discretion. The date of the most recent revisions will appear on the top of this Privacy Policy. If you do not agree to these changes, please do not continue to use the Service to submit Your Data. If material changes are made to the Privacy Policy, we will notify you by placing a prominent notice on our Service or by sending you a notification in relation to this. We will not process Your Data in a manner not contemplated by this Privacy Policy without your consent.

HOW TO CONTACT US

If you need to contact us with regard to any of your rights as set out in this Policy, all such requests should be made in writing by email to privacy@marvinet.com.

APPENDIX 3 - SAAS LICENCE TERMS

Defined terms and expressions used herein shall have the meanings given to such terms and expressions in Clause 17 of the Terms of Service

1. CONDITIONAL LICENSE.

26.1 License Grant:

Subject to your compliance with the terms and conditions of this User licence agreement ("**Licence**"), Marvinet grants you a non-exclusive, non-transferable right to use the Marvinet software contained in and used to operate the Site and Services (the "**Software**"), solely in connection with your use of the Site and Services.

26.2 Restrictions on Use:

You agree not to modify, display, adapt, translate, loan, distribute, prepare derivative works from, decompile, reverse engineer, disassemble or

otherwise attempt to derive source code from the Software. You may not publish, redistribute, sublicense or sell the Software or any information or material associated with the Software. You may not rent, lease or otherwise transfer your rights to the Software. You may not use the Software in any manner that could damage, disable, overburden or impair the Site, nor may you use the Software in any manner that could interfere with any other party's use and enjoyment of the Site. You agree that you will use the Software for lawful purposes and only in compliance with all applicable laws, including but not limited to copyright and other Intellectual Property laws. In addition, you shall not perform, nor release the results of any testing of the Software to any third party without the prior written consent of Marvinet. You also agree not to remove, obscure, or alter any copyright notice, trademarks or other proprietary rights notices contained within or accessed in conjunction with or through the Software.

26.3 Intellectual Property Rights:

The Software is licensed, not sold, to you for use pursuant to the terms of this Licence. All rights not expressly granted to you are reserved to Marvinet or its licensors or third party providers. You acknowledge that Marvinet or its licensors or third party providers own all rights, title and interest, including without limitation all Intellectual Property Rights, in and to the Software, portions thereof, or any information or material provided through or in conjunction with the Software. Your rights to use the Software shall be limited to those expressly granted in this Clause 1 of this Appendix. All rights not expressly granted to you are reserved by Marvinet, its licensors or third party providers.

27. DISCLAIMER OF WARRANTIES.

27.1 "As Is"; No Warranty:

THE SOFTWARE IS PROVIDED BY MARVINET AND ANY OF OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS "AS IS," WITH NO WARRANTIES WHATSOEVER. MARVINET EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. COMPUTER PROGRAMS ARE INHERENTLY COMPLEX, AND THE SOFTWARE MAY NOT BE FREE OF ERRORS. THE SOFTWARE IS PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. MARVINET DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SOFTWARE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SOFTWARE.

27.2 Survival of Disclaimer:

The provisions of this Clause 2 and of Clause 3 of this Appendix shall survive the termination of this Licence, but this shall not imply or create any continued right to use the Software after termination of this Licence.

28. LIMITATION OF LIABILITY

28.1 Consequential losses

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL MARVINET, OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF THE SOFTWARE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (EVEN IF MARVINET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE, FROM THE PERFORMANCE OR MISPERFORMANCE OF THE SOFTWARE, FROM INABILITY TO USE THE SOFTWARE, OR FROM THE INTERRUPTION, SUSPENSION OR TERMINATION OF THE SOFTWARE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

28.2 Damages Cap:

MARVINET'S TOTAL LIABILITY UNDER THIS LICENCE SHALL BE CAPPED IN ACCORDANCE WITH THE LIMITATION ON LIABILITY PROVISIONS IN CLAUSE 12 OF THE TERMS OF SERVICE.

29. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless Marvinet and its subsidiaries, affiliates, joint ventures, suppliers, officers, directors, shareholders, employees and agents, from any claim or demand made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the Software or its features, any alleged violation of this Licence, or any alleged violation of any applicable law or regulation. Marvinet reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, but doing so shall not excuse your indemnity obligations.

30. NO NOTICE OF UPDATES.

Marvinet reserves the right to modify or change this Licence from time to time without notice to you. The latest version will be available on the Site. Marvinet also may update or modify the Software from time to time at its discretion. Your election to continue use of the Software, after the date of posting of these modifications to the Licence or to the Software constitutes

acceptance of those modifications. If you do not agree with the modifications, do not use the Software.

31. **EXPORT CONTROLS.**

You are responsible for complying with trade regulations and both foreign and domestic laws in respect of any permitted export of the Software by you.

APPENDIX 4 - DATA PROCESSING TERMS

1. DEFINITIONS

1.1 In addition to the definitions in Clause 17 of the Terms of Service (as applicable), the following definitions and rules of interpretation apply in this data processing agreement (the “**Agreement**”).

Appropriate Technical and Organisational Measures: the appropriate technical and organisational measures referred to in Data Protection Legislation (including, as appropriate, the measures referred to in Article 32(1) of the GDPR).

Authorised Person: the personnel authorised on Your behalf to provide instructions to Us in relation to the Processing, being the Account holder.

Business Purpose: the provision of the Services.

Controller: has the meaning given to such term in GDPR.

Data: any data or information, in whatever form, including but not limited to images, still and moving, and sound recordings.

Data Protection Legislation: means the Data Protection Acts 1988 to 2018, GDPR, and any other applicable law or regulation relating to the Processing of Personal Data and to privacy (including the E-Privacy Directive and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (“**E-Privacy Regulations**”), as such legislation shall be supplemented, amended, revised or replaced from time to time.

Data Subject: an individual who is the subject of Personal Data (including any User).

Delete: to remove or obliterate Personal Data such that it cannot be recovered or reconstructed.

EEA: European Economic Area.

GDPR: General Data Protection Regulation (EU) 2016/679.

Normal Business Hours: 9.00am to 5.00 pm in Ireland.

ODPC: Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, R32 AP23, Ireland.

Our System: any information technology system or systems owned or operated by Us to which User Uploaded Data is delivered, including the Site.

Personal Data: has the meaning set out in GDPR and relates only to personal data, or any part of such personal data, in respect of which You are the Controller, and in respect of which We are the Processor.

Personal Data Breach: means any “personal data breach” as defined in the GDPR in respect of the Personal Data which is caused by Us.

Processor: has the meaning given to such term in GDPR.

Processing: has the meaning given to such term in GDPR, and **Processed** and **Process** shall be interpreted accordingly.

Representatives: a party’s employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services.

Restricted Transfer: any transfer of Personal Data to countries outside of the EEA which are not subject to an adequacy decision by the European

Commission, where such transfer would be prohibited by Data Protection Legislation.

Security Features: any security feature, including any encryption, pseudonymisation, key, PIN, password, token or smartcard.

Services: has the meaning given to that term in the Terms.

Specific Instructions: instructions meeting the criteria set out in Clause 2.1 of this Agreement.

Standard Contractual Clauses: the contractual clauses dealing with the transfer of Personal Data outside the EEA, which have been approved by (i) the European Commission under Data Protection Legislation, or (ii) by the ODPC or an equivalent competent authority under Data Protection Legislation.

Sub-processor: has the meaning given to such term in Clause 12.1 of this Agreement.

Us/We/Our: Marvinet.

User: any individual person who is an employee, contractor, supplier, customer etc. of You.

User Uploaded Data: has the meaning set out in Clause 2.2 of this Agreement below.

You/Your: the User.

Your Data: has the meaning set out in Clause 2.1 of this Agreement below.

32. STATUS OF MARVINET

32.1 You must register for Account in order to use the Service. The registration process may ask for details such as full name, company you work for, title/position, password, postal address, email address, phone number, IP address, VAT/tax registration details, zip code and credit card details. When you log into the Service, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type and settings, browser language location data, the address of the web page visited before using the Service, the date and time the Service was used, information about browser configuration and plugins, language preferences and one or more cookies that may uniquely identify your browser. When you send email or other communication to Marvinet (other than in respect of User Uploaded Data included in support requests), we may retain those communications in order to process your inquiries, respond to your requests and improve our Service (any Personal Data that we collect from you for these purposes is hereinafter referred to together as "**Your Data**"). Marvinet is a Controller in respect of Your Data. Further details in respect of our Processing of Your Data is set out in our Privacy and Cookies Policy.

32.2 Your Data is separate from and should be distinguished from User Uploaded Data. "**User Uploaded Data**" is Personal Data uploaded by you or others through your Account/your use of the Service, and may be any information, data or materials provided or utilized by you or others in connection with the Service, including, without limitation, any data contained in your or others' websites, applications and/or any Personal Data provided by you during a support request. Marvinet is a Processor and you are either the Data Subject or the Controller in respect of User Uploaded Data. This Agreement

deals with our Processing of User Uploaded Data (not Your Data) on your behalf when you are the Controller of User Uploaded Data.

33. SERVICES

33.1 We shall not act on any specific instructions given by You from time to time during the Subscription Term in respect of Processing unless they are:

33.1.1 in writing (in accordance with the notice provisions in Clause 16.9 of the Terms of Service); and

33.1.2 given by an Authorised Person.

33.2 We shall Process User Uploaded Data for the Business Purpose only and in compliance with Your instructions from time to time, which may be:

33.2.1 Specific Instructions; or

33.2.2 the general instructions set out in this Agreement or the Terms

33.2.3 unless required to do otherwise by law, in which case, where legally permitted, We shall inform You of such legal requirement before Processing.

33.3 The categories of Personal Data to be Processed pursuant to this Agreement shall include (but shall not be limited to any Personal Data uploaded by you to the Site. You agree to only upload Personal data to the extent necessary to exchange information on products/services via the Site, and you further agree not to upload any special category Personal Data to the Site.

34. PARTIES' OBLIGATIONS

34.1 We shall:

34.1.1 only make copies of the User Uploaded Data to the extent reasonably necessary for the Business Purpose; and

34.1.2 not extract, reverse-engineer, re-utilise, use, exploit, redistribute, re-disseminate, copy or store User Uploaded Data other than for the Business Purpose, or for the purposes of improving our Service.

34.2 We shall notify You in writing without delay of any situation or envisaged development that shall in any way change the ability of Us to Process User Uploaded Data as set out in this Agreement.

34.3 In general, User Uploaded Data and any logs created by us relating to User Uploaded Data will be kept and stored for as long as is necessary in order for us to provide the Service to You, after which point it will then be automatically deleted by Us, unless it is generally used by Us after that for the purposes of improving our Service. Notwithstanding this, we shall, at Your cost and taking into account the nature of Our Processing of Personal Data, promptly comply with any written request from You requiring Us to amend, transfer or Delete any of User Uploaded Data in advance of the expiration of this period.

- 34.4** At Your request and cost, We shall provide to You a copy of all User Uploaded Data held by Us in a commonly used format.
- 34.5** At Your request and cost, taking into account the nature of Our Processing of the Personal Data and the information available, We shall provide to You such information and such assistance as You may reasonably require, and within the timescales reasonably specified by You, to allow You to comply with Your obligations under Data Protection Legislation, including assisting You to:
- 34.5.1 comply with Your own security obligations with respect to the Personal Data;
 - 34.5.2 discharge Your obligations to respond to requests for exercising Data Subjects' rights with respect to the Personal Data;
 - 34.5.3 comply with Your obligations to inform Data Subjects about serious Personal Data Breaches;
 - 34.5.4 carry out data protection impact assessments and audit data protection impact assessment compliance with respect to the Personal Data; and
 - 34.5.5 the consultation with the ODPC following a data protection impact assessment, where a data protection impact assessment indicates that the Processing of the Personal Data would result in a high risk to Data Subjects.
- 34.6** Any proposal by Us to in any way use or make available User Uploaded Data other than as provided for pursuant to this Agreement shall be subject to prior written approval of You.
- 34.7** You acknowledge that We are under no duty to investigate the completeness, accuracy or sufficiency of (i) any instructions received from You, or (ii) any of User Uploaded Data.
- 34.8** You shall:
- 34.8.1 ensure that You are entitled to transfer User Uploaded Data to Us so that We may lawfully process and transfer (if applicable) User Uploaded Data in accordance with this Agreement;
 - 34.8.2 ensure that the relevant Data Subjects have been informed of, and have given their consent (when necessary) to, such use, processing, and transfer as required by Data Protection Legislation;
 - 34.8.3 notify Us in writing without delay of any situation or envisaged development that shall in any way influence, change or limit the ability of Us to process User Uploaded Data as set out in this Agreement;
 - 34.8.4 ensure that User Uploaded Data which You instruct Us to Process pursuant to this Agreement is:
 - (a) obtained lawfully, fairly and in a transparent manner in relation to the Data Subject (including in respect of how consent is obtained);

- (b) collected and processed for specified, explicit and legitimate purposes, and not further processed in a manner incompatible with those purposes;
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- (d) accurate, and where necessary kept up to date;
- (e) erased or rectified without delay where it is inaccurate, having regard to the purposes for which they are processed;
- (f) kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are processed (subject to circumstances where Personal Data may be stored for longer periods insofar as it will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, and subject to the implementation of Appropriate Technical and Organisational Measures);
- (g) processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using Appropriate Technical and Organisational Measures; and
- (h) provide such information and such assistance to Us as We may reasonably require, and within the timescales reasonably specified by Us, to allow Us to comply with Our obligations under Data Protection Legislation.

34.9 User Uploaded Data passed to Us for Processing shall not be kept by You for a period that is longer than necessary.

35. OUR EMPLOYEES

35.1 We shall take reasonable steps to ensure the reliability of all Our employees who have access to User Uploaded Data, and to ensure that such employees have committed themselves to a binding duty of confidentiality in respect of User Uploaded Data.

36. RECORDS

36.1 We shall keep at Our normal place of business records (including in electronic form) relating to all categories of Processing activities carried out on behalf of You, containing:

- 36.1.1 the general description of the security measures taken in respect of the Personal Data, including details of any Security Features and the Appropriate Technical and Organisational Measures;
- 36.1.2 the name and contact details of Us; any sub-supplier; and where applicable Our representatives; and where applicable any Data Protection Officer appointed by Us;

- 36.1.3 the categories of Processing by Us on behalf of You; and
- 36.1.4 details of any non-EEA Personal Data transfers, and the safeguards in place in respect of such transfers.

37. AUDITS

37.1 Subject to Clause 7.2, 7.3 and 7.5 of this Agreement, and to the extent required by Data Protection Legislation, You shall have the right to examine and review the use by Us of User Uploaded Data provided to Us by You only for the purpose of ascertaining that User Uploaded Data has been used and Processed in accordance with the terms of this Agreement.

37.2 An audit under this Clause 7 shall be carried out on the following basis: (i) You must first contact Us in writing (in accordance with the notice provisions in Clause 16.9 of the Terms of Service) asking for evidence of compliance with Our obligations under this Agreement, and We shall respond to such contact within 30 Business Days; (ii) if We have not responded to Your contact with a response which is reasonably satisfactory to You within such 30 Business Day period then, no more than once in any twelve (12) month period and during Normal Business Hours during the course of one Business Day You may audit Our Processing of Your Personal Data at a location agreed by Us. You shall bear the reasonable expenses incurred by Us in respect of any such audit and any such audit shall not interfere with the normal and efficient operation of Our business. We may require, as a condition of granting such access, that You (and representatives of You) enter into reasonable confidentiality undertakings with Us.

37.3 The scope of any examination and review by You of the use by Us of the Personal Data shall be agreed in writing prior to the commencement of any such examination and review.

37.4 In the event that the audit process determines that We are materially non-compliant with our obligations under this Agreement, You may, by notice in writing, deny further access to Your Data.

37.5 To the extent permitted under Data Protection Legislation, We may demonstrate Our and, if applicable Our Sub-processors', compliance with Our obligations under this Agreement through Our compliance with a certification scheme or code of conduct approved under Data Protection Legislation.

38. DATA SUBJECT REQUESTS

38.1 Taking into account the nature of Our Processing of the Personal Data and at Your cost, We shall assist You by employing Appropriate Technical and Organisational Measures, insofar as this is possible, in respect of the fulfilment of Your obligations to respond to requests from a Data Subject exercising his/her rights under Data Protection Legislation.

38.2 We shall, at Your cost, notify You as soon as reasonably practicable if We receive:

- 38.2.1 a request from a Data Subject for access to that person's Personal Data (relating to the Services);

38.2.2 any communication from a Data Subject (relating to the Services) seeking to exercise rights conferred on the Data Subject by Data Protection Legislation in respect of Personal Data; or

38.2.3 any complaint or any claim for compensation arising from or relating to the Processing of such Personal Data.

38.3 We shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of You, as provided for in this Agreement, or as required by law in which case We shall to the extent permitted by law inform You of that legal requirement before We disclose the Personal Data to any Data Subject or third party.

38.4 We shall not respond to any request from a Data Subject except on the documented instructions of You or an Authorised Person or as required by law, in which case We shall to the extent permitted by law inform You of that legal requirement before We respond to the request.

39. SECURITY

39.1 We shall, in accordance with Our requirements under Data Protection Legislation, implement Appropriate Technical and Organisational Measures to safeguard the User Uploaded Data from unauthorised or unlawful Processing or accidental loss, alteration, disclosure, destruction or damage, and that, having regard to the state of technological development and the cost of implementing any measures (and the nature, scope, context and purposes of Processing, as well as the risk to Data Subjects), such measures shall be proportionate and reasonable to ensure a level of security appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, alteration, disclosure, destruction or damage and to the nature of the Personal Data to be protected.

39.2 We shall ensure that User Uploaded Data provided by You can only be accessed by persons and systems that are authorised by Us and necessary to meet the Business Purpose, and that all equipment used by Us for the Processing of User Uploaded Data shall be maintained by Us in a physically secure environment.

39.3 You shall make a back-up copy of User Uploaded Data as often as is reasonably necessary and record the copy on media from which User Uploaded Data can be reloaded in the event of any corruption or loss of User Uploaded Data.

40. BREACH REPORTING

40.1 We shall promptly inform You if any of User Uploaded Data is lost or destroyed or becomes damaged, corrupted, or unusable, or if there is any accidental, unauthorised or unlawful disclosure of or access to any of User Uploaded Data. In such case, We will use Our reasonable endeavours to restore User Uploaded Data at Your expense (save where the incident was caused by Our negligent act or omission, in which case it will be at Our expense), and will comply with all of Our obligations under Data Protection Legislation in this regard.

40.2 We must inform You of any Personal Data Breaches, or any complaint, notice or communication in relation to a Personal Data Breach, without undue delay. Taking into account the nature of Our Processing of the Personal Data and the information available to Us and at Your cost, We will provide sufficient information and assist You in ensuring compliance with Your obligations in relation to notification of Personal Data Breaches (including the obligation to notify Personal Data Breaches to the ODPC within seventy two (72) hours), and communication of Personal Data Breaches to Data Subjects where the breach is likely to result in a high risk to the rights of such Data Subjects. Taking into account the nature of Our Processing of the Personal Data and the information available to Us and at Your cost, We shall co-operate with You and take such reasonable commercial steps as are directed by You to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

41. RESTRICTED TRANSFERS

41.1 A Restricted Transfer may not be made by Us (other than transfers to our Affiliates and to any agents and contractors for the purposes of performing the Services, and You shall endeavour to obtain explicit consent from relevant Data Subjects in respect of such potential transfers) without the prior written consent of You (such consent not to be unreasonably withheld, delayed or conditioned), and if such consent has been obtained (or is unnecessary), such Restricted Transfer may only be made where there are appropriate safeguards in place with regard to the rights of Data Subjects (including but not limited to the Standard Contractual Clauses, Privacy Shield, binding corporate rules, or any other model clauses approved by the ODPC).

41.2 Subject to Clause 11.3 of this Agreement, in the event of any Restricted Transfer by Us to a contracted Sub-processor, to any Affiliate of You or otherwise ("**Data Importer**") for which your consent has been obtained (or is unnecessary), We and You shall procure that (i) You (where the Restricted Transfer is being made at the request of You) or Us acting as agent for and on behalf of You (where the Restricted Transfer is being made at the request of Us), and (ii) the Data Importer, shall enter into the Standard Contractual Clauses in respect of such Restricted Transfer.

41.3 Clauses 11.1 or 11.2 of this Agreement shall not apply to a Restricted Transfer if other compliance steps (which may include, but shall not be limited to, obtaining explicit consents from Data Subjects) have been taken to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Legislation.

42. SUB-PROCESSORS

42.1 You agree and acknowledge that We are generally authorised to have User Uploaded Data Processed by any of Our Affiliates and by any agents and contractors for the purpose of providing the Services (a "**Sub-processor**"). We will maintain a list of Sub-processors used by Us, which will be available to You on request by You, and which will contain details of current appointed Sub-processors and any intended changes concerning the addition or replacement of other Sub-Processors. If You object to such sub-processing

arrangements, then You should confirm this to Us and, if You do so confirm, You acknowledge that You may no longer be able to avail of some or all of the Services.

42.2 We must enter into a data processing contract with the Sub-processor which places the same data protection obligations on the Sub-processor as We have in this Agreement (in particular, providing sufficient guarantees to implement Appropriate Technical and Organisational Measures in such a manner that the Processing will meet the requirements of Data Protection Legislation).

42.3 With respect to each Sub-processor, We shall, before the Sub-processor first Processes Your Data, ensure that the Sub-processor is capable of providing the level of protection for Your Data required by this Agreement.

42.4 We will remain fully liable to You in respect of any failure by the Sub-processor to fulfil its data protection obligations in this regard.

43. WARRANTIES AND UNDERTAKINGS

43.1 You hereby warrant and undertake that:

43.1.1 You have complied with and shall comply with Your obligations under Data Protection Legislation;

43.1.2 You have the right to transfer User Uploaded Data to Us in accordance with the terms of this Agreement;

43.1.3 Your instructions that are set out in this Agreement accurately reflect the instructions of the Controller to the extent that We are a Processor on behalf of the Controller;

43.1.4 You shall and shall cause, appropriate notices to be provided to, and valid consents to be obtained from (when necessary), Data Subjects, in each case that are necessary for Us to Process (and have Processed by Sub-processors) Personal Data under or in connection with this Agreement, including Processing outside the EEA on the basis of any of the legal conditions for such transfer and Processing set out in Clause 11 of this Agreement above;

43.1.5 You shall not, by act or omission, cause Us to violate any Data Protection Legislation, notices provided to, or consents obtained from, Data Subjects as a result of Our or Our Sub-processors' Processing the Personal Data; and

43.1.6 notwithstanding anything contained in this Agreement, You shall pay in immediately available funds Our costs incurred or likely to be incurred, at Our option in advance under this Agreement (where matters are to be at Your cost).

44. INDEMNITY

You (the "**Indemnifying Party**") agree to indemnify and keep indemnified and defend at Your own expense Us, our Affiliates, and our respective directors, officers, employees, representatives, and agents (the "**Indemnified Party**") against all costs, claims, damages or expenses

incurred by the Indemnified Party or for which the Indemnified Party may become liable due to any failure by the Indemnifying Party or its employees or agents to comply with any of its obligations under this Agreement or any breach of warranty in this Agreement, and/or under Data Protection Legislation.

45. LIMITATION OF LIABILITY

45.1 Unless required to do so by the ODPC or any other competent supervisory authority, We shall not make any payment or any offer of payment to any Data Subject in response to any complaint or any claim for compensation arising from or relating to the Processing of Your Data, without the prior written agreement of You.

45.2 You acknowledge and agree that We are reliant on You for direction as to the extent to which We are entitled to use and process User Uploaded Data. Consequently, We will not be liable for any claim brought by a Data Subject arising from any action or omission by Us, to the extent that such action or omission resulted directly from Your instructions and/or the transactions contemplated by this Agreement.

45.3 The liability provisions in the Terms.

46. CONSEQUENCES OF TERMINATION ON USER UPLOADED DATA.

Upon termination or expiry of the Terms, at the choice of You by notice to Us in writing (in accordance with the notice provisions in Clause 16.9 of the Terms of Service), We shall Delete or return all User Uploaded Data to You and Delete existing copies of User Uploaded Data, unless legally required/entitled to store User Uploaded Data for a period of time. If You make no such election within a ten (10) day period of termination or expiry of this Agreement, We may Delete any of User Uploaded Data in our possession or we may retain it for the purposes of improving our Service; and if You elect for destruction rather than return of User Uploaded Data, We shall as soon as reasonably practicable ensure that all User Uploaded Data is Deleted from Our System, unless legally required/entitled to store Your Data for a period of time.

APPENDIX 5 - ADDITIONAL INDUSTRY TERMS

1. DEFINITIONS

46.1 In addition to the definitions in Clause 17 of the Terms of Service (as applicable) and the definitions in Appendix 4 Data Processing Terms (as applicable), the following definitions and rules of interpretation apply in this Appendix 5. To the extent that there is any conflict between the terms in Appendix 4 and this Appendix 5, Appendix 4 shall take precedence in respect of such conflict.

Agreement: this Appendix 5.

Confidential Information: for the purposes of this Agreement, "Confidential Information" means any information:

- (a) relating to the terms of this Agreement;
- (b) relating directly or indirectly to the research, development, business plans, marketing, operations, finances, or personal data of Marvinet or its suppliers or customers;

- (c) disclosed by Marvinet to the User on the express basis that such information is confidential, or which might reasonably be expected by either Party to be confidential in nature; and
- (d) all Device Check Data and any other information obtained by the User via the Device Check Services.

Contributor: any mobile network operator or other organisation that makes a contribution to the Device Information.

Device: any feature phone, smart phone, tablet, laptop computer or other electronic device with an embedded SIM card and the capability to send and receive voice, data or text messages over public mobile radio networks.

Device Check Data: data made available to Marvinet through the Device Check Services, including but not limited to the Device Information.

Device Check Services: services used by Marvinet to confirm the status of a Device and to ensure that the Device has not been reported or lost or stolen.

Device Information: with respect to a particular Device, its IMEI, MEID or ESN (as applicable); the make, model and manufacturer of the Device, the manufacture device security status, an indication of whether and when the Device has been reported as lost or stolen, and the identity of the reporting MNO.

Eligible Use Cases: To the extent applicable to the Service as set out in the Terms: buying, selling, trading, part exchanging, repairing, replacing, refurbishing, storing, delivering, logistic processing or recycling mobile devices. Processing warrantee claims. Processing mobile device financing transactions. Activating customer-furnished devices on wireless networks. Providing device fraud, theft and loss identification, prevention and remediation solutions. Processing insurance policies, claims or investigating suspected insurance fraud.

ESN: the Electronic Serial Number associated with a particular Device.

IMEI: the International Mobile Station Equipment Identity number associated with a particular device.

MEID: the Mobile Equipment Identifier associated with a particular Device.

MNO(s): Mobile Network Operator(s).

Query: a request by Marvinet for information from the Device Check APIs.

47. ADDITIONAL INDUSTRY TERMS

1.	The User must be, at all times, fully compliant with all applicable laws, rules and regulations in respect of the Device Check Data, including Data Protection Legislation.
2.	The User shall ensure that their employees, agents, and contractors comply with the terms of this Agreement.
3.	The User shall not:

	<ul style="list-style-type: none"> (a) scrape, build databases, aggregate, or otherwise create permanent copies of, store, collect or keep cached copies of the Device Check Data; except for stored logs of historical transactions for (A) the internal verification of invoices; (B) assisting in law enforcement enquiries; or (C) internal audits; provided that such logs shall be kept confidential and shall not be relied upon for identification of the current status of a Device; (a) reverse engineer the Device Check Data or any other part of the Device Check Services; (b) circumvent, or attempt to circumvent, any data security measures employed by Marvinet or by anyone or their behalf. (c) access or attempt to access data or materials forming part of the Device Check Services which are not intended for the User's use; (d) use, or cause to be used, any automated program or script, or other functionality or technique, which conceals, or is misleading or deceptive as to, the User's identity, or use of, or activity on, the Device Check Services; or (e) attempt to interfere with the Device Check Services by any means, including by hacking the Device Check systems or servers, submitting a virus, overloading, or crashing the Device Check site or systems.
4.	<p>The User shall not use the Device Check Data in any way that may be considered injurious or detrimental to the providers of Data Check Services, Contributors, MNOs or which brings any of them into disrepute.</p>
5.	<p>For the purposes of Data Protection Legislation, the User must treat Device Check Data as Personal Data. For the purposes of the provisions in this Appendix 5 (Additional Industry Terms) only, the User is a sub-Processor, Marvinet is a Processor and the Device Check Services providers are Controllers in respect of Personal Data contained in Device Check Data. The User must:</p> <ul style="list-style-type: none"> (a) comply with the same data protection obligations in respect of the Device Check Data as Marvinet has (as Processor) in Appendix 4 of the Terms; (b) comply with the additional obligations set out in this Agreement; (c) comply with local data privacy regulation in countries where it operates; (d) limit use of the Device Check Services to the Eligible Use Cases; (e) regularly communicate its own privacy policy; (f) prevent unauthorized access to or manipulation of the Device Check Data; and (g) limit access of Device Check Data to authorized employees on a need to know basis. <p>Without limiting any other right or remedy of Marvinet under this Agreement, Marvinet may suspend the availability of Device Check Services to Users in the event that the User is subject to a security breach.</p>
6.	<p>The User shall keep the Device Information confidential and shall be the sole end-user for the Device Information except as expressly permitted by this provision. The User must use the Device Information for its own purposes only, and must not further disclose, use, or sublicense the Device Information, <i>provided that</i> the User may disclose the Device</p>

	<p>Check Data to the general public:</p> <ul style="list-style-type: none"> (a) to the extent that such disclosure is necessary for the fulfillment of any services the User is providing to the general public; (f) only if the input mobile device identity has been reported as lost, stolen, or otherwise suitable for use on wireless networks by Contributors; and (g) subject to the following requirements (as applicable): <ul style="list-style-type: none"> (i) Marvinet will not submit or allow the public to submit more than 5 queries per IP address, or per telephone number or per user account per day (or such lower number as Marvinet may elect to impose). (ii) Marvinet will disclose to the User the source of the Device Information. (iii) Marvinet will utilize a CAPTCHA Check in order to prevent automated software from engaging in abusive or commercial activities on the service. (iv) For the avoidance of doubt, Marvinet will submit a unique Query for each general public query without caching or conditional checking based upon other data sets, in order to ensure that results are as current as possible.
7.	The User shall not rely on historical or cached Device Check Data when needing to identify the current status of a Device.
8.	The User must implement appropriate technical and organizational measures to ensure against unauthorized or unlawful access, use, disclosure, processing or modification and accidental loss, destruction of or damage to Device Check Data. Device Check Data in transit or at rest will be encrypted and interfaces between IT systems will use strong credentials and authentication. Device Check Data and other Confidential Information will never be sent as clear text and administrative privileges will only be shared on a “need-to-know” basis. Logical and physical security of servers and other computer resources will be assured. Device Check Data not needed at present will not be retained and will be retained for the shortest possible time.
9.	<p>The User acknowledges that:</p> <ul style="list-style-type: none"> (a) Marvinet (or its suppliers) may suffer financial and other loss and damage if any unauthorized act occurs in relation to Device Check Data, and that monetary damages may be an insufficient remedy; and (b) in addition to any other remedy available at law or in equity, Marvinet and its suppliers/affiliates are entitled to relief by way of injunction or otherwise to prevent a breach of, and to compel the specific performance of, this Agreement.