

Service Terms & Conditions

This Agreement sets out the terms and conditions between us and you for the provision of the Services and is made between **CEE Sourcing Limited** (a limited company registered in England under company registration number 11457795) (“CEE Sourcing” or “our” or “we” or “us”) and you the individual or organisation which registers to use the Service (or “you” or “your”). We have other trading addresses. If you would like details of our trading addresses, please contact us. Our VAT number is GB 663 182 6638.

Please make sure you are happy with all the terms below before you indicate your acceptance. By entering into this Agreement we both acknowledge that we both intend to be bound by this Agreement and to follow its terms. In return for you doing this we agree to let you use the Service as described in this Agreement.

It is important that you regularly check our website as throughout this Agreement, we make reference to various items that may be notified to you on our website. Importantly, this includes any notifications of unavailability of the Service.

You can request additional services from us at any time. If you do, we will provide you with a quotation outlining the services we will be providing, the relevant fees for this and payment terms. Our delivery of any additional services during the Term will be on the terms and conditions set out in this Agreement.

1. How you indicate that you accept this Agreement

1.1 You indicate that you accept this Agreement by placing an order through our website, or by ticking a box or clicking on a button (or something similar) when asked to confirm this during sign up to the Service at which time this Agreement is displayed to you, or by using the Services (or any part of them).

1.2 If you don't accept this Agreement, you may not use the Services.

1.3 If you place an order for the Services through our website, the steps you must take to conclude the Agreement with us are:

- a. You will need to create an account and log in with your allocated password.
- b. Select the Service you wish to purchase and enter the requested information.
- c. Check information like pricing - please note that your order is known as an “invitation to treat” and not a contractual offer from us which you may accept. This means that we reserve the right to correct any errors in information without any liability to you.
- d. Make sure you read and understand the terms of this Agreement – you will be asked to tick to accept these terms online.
- e. Review your order - you can identify and correct input errors before you place your order by using the “back” button on your browser and reviewing and correcting the information you have submitted as necessary.
- f. Place your order by clicking on the relevant button – a page will appear confirming that your order has been submitted.
- g. Wait for our acceptance of your order – we will accept orders in writing. Please note that we are entitled to refuse to accept any order. If that happens, we will let you know as soon as we can.

1.4 We will not file the concluded Agreement between us online, so you should print out and keep a copy of the Agreement for your own record.

1.5 If you are dissatisfied with the Services, or have any other concern, please email our customer support team on info@ceesourcing.com

2. What do the defined terms in this Agreement mean?

"Agreement" means this Agreement and any documents expressly incorporated by reference;

"Confidential Information" means all information (of whatever nature) disclosed by one party ("discloser") to the other ("recipient") which (i) is indicated to be confidential; or (ii) derives value to a party from being confidential; or (iii) would be regarded as confidential by a reasonable business person.

"Customer Data" means all data of Customers, including personal data;

"Data Controller" - means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

"Data Processor" - a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;

"data subject"; "data processor"; "personal data"; "process"; "processed"; or "processing" have the meanings given to them by the Data Protection Laws;

"Data Protection Laws" - means all applicable EU laws and regulations governing the use or processing of Personal Data, including (where applicable) the European Union Directive 95/46/EC (until and including 24 May 2018), the GDPR (from and including 25 May 2018) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time;

"Documentation" means any technical and user guides or similar material we make available for use with the Services from time to time (including via our website) whether in hard copy or electronic form;

"Fees" means the fees payable by you to us for the provision of the Services as published on our website from time to time or as otherwise notified by us in accordance with this Agreement;

"GDPR" - means EU General Data Protection Regulation 2016/679;

"Personal Data" – means any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

3. What are our obligations to you under this Agreement?

In consideration of you paying to us the Fees, we will provide the Services to you in an efficient and effective manner using due skill, care and attention and in accordance with the terms of this Agreement and applicable law and regulation.

4. What are your obligations to us under this Agreement?

You agree to provide us with accurate and up to date information in respect of your Account and your access and use of the Services. You acknowledge that we are entitled to rely on the information you provide to us as accurate and up to date.

4.1 You will keep any log-in, account, passwords or other access information which we provide to you or which you create in respect of your access to or use of the Services confidential and will not disclose them to any third party. You are responsible for all losses resulting from any unauthorised activity in connection with your account with us or your access to the Services.

4.2 You acknowledge that we are a company incorporated and registered in England and that the Services are provided in compliance with applicable law and regulation in England. You are responsible for making your own assessment of the Services before choosing to receive them and for ensuring that the Services (and any specific functions or features we make available, for example, the functionality to apply surcharges) can be and are received and used by you in compliance with applicable law and regulation in the countries in which you operate. You are responsible for any

finances or assessments that may result or other losses we may suffer from unauthorised or prohibited practices as a result of your failure to comply with this paragraph 4.9.

4.3 If we receive any complaints from your Customers, we will direct the Customer to you. You are responsible for any complaints with your Customers and you will work in good faith to promptly resolve any such complaints.

5. Confidentiality

5.1 Subject to the following, each party will keep confidential all Confidential Information and only use it for the purpose of exercising or performing its rights and obligations under this Agreement.

5.2 Each party may disclose Confidential Information to its Representatives, provided that:

5.2.1 it makes such Representatives aware of the confidential nature of the Confidential Information and the terms of this paragraph 9; and

5.2.2 the recipient establishes and maintains adequate security measures to safeguard the Confidential Information from unauthorised access or use; and

5.2.3 the recipient remains liable to the discloser for any breach of this Agreement by its Representatives.

5.3 The provisions of paragraph 9.1 will not apply to information which:

5.3.1 is or becomes generally available to the public other than as a result of its disclosure by the recipient or its Representatives in breach of this Agreement; or

5.3.2 was available to the recipient on a non-confidential basis prior to disclosure by the other party; or

5.3.3 was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the other party or otherwise prohibited from disclosing the Confidential Information to the recipient; or

5.3.4 was lawfully in the possession of the recipient before the Confidential Information was disclosed to it by the other party; or

5.3.5 is developed by or for the recipient independently of the Confidential Information disclosed by the discloser.

5.4 Nothing in this Agreement will restrict either party from disclosing any Confidential Information pursuant to a judicial or other lawful statutory or regulatory obligation, to the extent that such party is obliged to make such a disclosure. Where possible, the recipient will inform the discloser in advance that it is making such a disclosure.

5.5 All Confidential Information will remain the property of the discloser and no right or licence is granted in respect of the Confidential Information except as otherwise set out in this Agreement.

5.6 Each party will return to the other party and/or securely destroy all Confidential Information (including copies thereof) on written request from the other party subject to any legal or regulatory obligation to retain records and, if requested, will certify in writing (signed by a director of the party) that this has been done.

5.7 This paragraph 9 will remain in full force and effect notwithstanding termination of this Agreement for any reason.

6. Copyright and related rights

6.1 We reserve all intellectual property rights and other rights throughout the world in the Services and to any information, idea, design, computer program, database, textual, graphical or other material comprised in the Services, or otherwise provided by us in relation to this Agreement or developed by us or on our behalf and to our Logo. This material may not be reproduced or copied by any means whether electronically or not without our prior written permission.

7. What are the terms of payment?

7.1 You agree to pay the Fees (plus VAT and any other taxes where applicable) payable by you in accordance with this Agreement to us without deduction, within 5 days of the date of invoice

7.2 Your obligation to pay Fees commences on the Commencement Date or in respect of certain Services (which you may ask us to provide after the Commencement Date) from the date we tell you about prior to those Services commencing. Where this date falls part way through a calendar month, you acknowledge that you must pay the whole monthly fee for that calendar month. Where this Agreement terminates part way through any calendar month you acknowledge that you must pay the whole monthly fee for that calendar month.

7.3 We may raise and issue invoices electronically to you and you hereby consent to receive electronic invoices from us

7.4 When payment of any invoice is overdue, we may suspend the Services ;

7.5 If we are forced to take legal action against you to recover overdue payments, you shall be responsible for all costs and disbursements incurred by us on a full indemnity basis.

8. Our responsibility if something goes wrong

9. How long does this Agreement last and how can it be terminated?

9.1 This Agreement will commence on the Commencement Date and will continue in force for the Initial Term and thereafter unless terminated in accordance with any other provision of this Agreement.

9.2 Except where an application is made to court, or an order is made, for the appointment of an administrator or an administrator is appointed over the other party (or something similar happens), this Agreement will automatically (i.e. without either party having to tell the other) and immediately end without refund if either party (i) becomes bankrupt (or something similar happens); or (ii) is not able to pay its debts; or (iii) becomes insolvent (or something similar happens). In those circumstances neither party will have any further obligation to the other under this Agreement except that any monies due from either party to the other shall become immediately due and payable.

9.3 Notwithstanding any other rights or remedies we may have, we may terminate this Agreement (or any part of it) or suspend the Services (or any part of them) with immediate effect following written notice to you if:

9.4 you fail to pay any Fees on the due date for payment and they remain unpaid at least 7 days after being notified by us to make such payment; or

9.5 Notwithstanding any other rights or remedies you may have, you may terminate this Agreement (or any part of it) with immediate effect following written notice to us if we commit a material breach of this Agreement, which is capable of remedy, has not been remedied to your reasonable satisfaction within 14 days of your written notice to us to do so, or we persistently breach any of the terms of this Agreement.

9.6 Where we have stopped providing the Services we may at our sole discretion agree to recommence the Services at any time following your request and subject to such terms and conditions that we may specify from time to time.

9.6 On termination for any reason:

9.6.1 all outstanding Fees will become immediately due and payable by you;

9.7 Termination of this Agreement will not prejudice any of the parties' rights and remedies which have accrued as at termination and any provisions which expressly or by implication survive termination will continue in full force and effect.

10. Data Protection

10.1 We will use any information you provide us under this Agreement to:

10.1.1 provide the Services and manage and administer your use of the Services;

10.1.2 fulfil our contractual obligations under this Agreement;

10.1.4 contact you;

10.2 We may disclose information to other companies, our contractors, and other organisations for example, we may disclose information to:

10.2.4 third parties (if any) used by us to perform our obligations to you under this Agreement;

10.3 If you provide us with information which contains Personal Data we will process that data in accordance with applicable data protection legislation and you agree and authorise us to use it as described in paragraphs 10.1 and 10.2.

16.4 If at any time you do not want us to use your Personal Data in the manner described at paragraphs 10.1.4 (customer research) or 16.1.5 (information about other products or services), please email us at info@ceesourcing.com

10.5 In relation to your account with us, we will liaise only with your named contact or an alternative contact provided by your named contact. It is your responsibility to let us know of any changes to your named contact.

10.6 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data ("Customer Personal Data") and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.

10.7 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Policy we shall comply with all Data Protection Laws applicable to us as Data Controller.

10.8 You agree that we may record, retain and use Customer Data generated and stored during your use of the Service (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Policy, on the basis of our legitimate business interests), in order to:

10.8.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of Services;

10.8.2 carry out research and development to improve our, and our Affiliates', services, products and applications;

10.8.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other CEE Sourcing customers;

10.8.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that CEE Sourcing shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want us to use Customer Data in the manner please contact us at the email address set out in the Privacy Policy.

11. Dispute resolution

11.1 Should a dispute or other disagreement arise between us and you, we each agree to promptly raise the matter internally to account managers for resolution. If the account managers are unable to resolve the matter within 14 days of being requested to do so, we will each escalate the matter to the director (or their nominee). The director (or their nominees) will then in good faith attempt to resolve the matter within a further period of 30 days (or such longer period as they may agree).

17.2 Where the matter has not been resolved following the procedure in paragraph 11.1, we each agree to seek to resolve the matter in good faith via a suitable alternative dispute resolution ("ADR") procedure. If we are unable to mutually agree a suitable form of ADR after a period of 30 days from the date upon which either party sought to resolve the matter via ADR, either party is free to pursue alternative remedies.

17.3 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with this paragraph 17, except where a party seeks interim injunctive relief or to issue a claim within an applicable limitation period.

Exhibit A

Data Protection

1. Interpretation

1.1 Where there is any inconsistency between the terms of this Exhibit A and any other terms of this Agreement, the terms of this Exhibit A shall take precedence.

2. Processing of Personal Data

2.1 During the term of this agreement we warrant and represent that we:

2.1.1 shall comply with the Data Protection Laws applicable to us whilst such Personal Data is in our control;

when acting in the capacity of a Data Processor, shall only Process the Personal Data:

2.1.2 as is necessary for the provision of the Services under this Agreement and the

performance of our obligations under this Agreement; or

otherwise on your documented instructions.

2.2 We agree to comply with the following provisions with respect to any Personal Data Processed for you in connection with the provision of the Service under this Agreement.

4. Personnel

4.1 CEE Sourcing shall:

4.1.1 take reasonable steps to ensure the reliability of any personnel who may have access to the Personal Data;

4.1.2 ensure that access to the Personal Data is strictly limited to those individuals who need to know and/or access the Personal Data for the purposes of this Agreement; and

4.1.3 ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5. Security and Audit

5.1 CEE Sourcing shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure.

6. Data Breach

6.1 CEE Sourcing shall notify you if we become aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from any act or omission of CEE Sourcing or its sub-processors.

7. Transfer of Personal Data outside the EEA

7.2 You acknowledge that the provision of the Service may require the Processing of Personal Data by sub-processors in countries outside the EEA. We shall not transfer Personal Data outside the EEA to a sub-processor where such transfer is not subject to: (a) an adequacy decision (in accordance with Article 45 of the GDPR); or (b) appropriate safeguards (in accordance with Article 46 of the GDPR); or (c) binding corporate rules (in accordance with Article 47 of the GDPR), without your prior written consent.

8. Return and deletion

8.1 At your option, CEE Sourcing Ltd. shall delete all Personal Data to you at the end of the provision of the Services delete all existing copies of Personal Data unless we are under a legal obligation to require storage of that data or we have another legitimate business reason for doing so.