

Terms and Conditions

1. Terms.

1.1. By using or accessing the PurpleExtract website(s) (including www.PurpleExtract.co.uk or www.PurpleExtract.com) or by utilising the PurpleExtract services you agree to be bound by these terms and conditions.

2. Commercial use.

2.1. PurpleExtract services are intended for use by businesses or commercial customers only. You and any organisation you represent (hereinafter referred to as "the client"), jointly and severally warrant and represent that you are not a consumer or utilising PurpleExtract services for non-commercial use.

3. Client information.

3.1. The client may be required to provide information in order to register for and/or use services. The client warrants that all such information is accurate.

4. Service.

4.1. PurpleExtract may, at its sole discretion, and from time to time; (a) discontinue the services or modify the features of the services without prior notice; and (b) make available additional features and/or functionalities to the service which may be added to a service by a client at an additional cost.

4.2. If the client elects to change the service or add features, they may do so by contacting PurpleExtract or signing up online (if available).

4.3. PurpleExtract may, at its sole discretion, make available to the client a "beta" and/or "free" version of any of the services (the "beta services") for purposes of evaluation and feedback. The client acknowledges that the beta services the client is evaluating may contain bugs, errors and other problems and is provided to the client "as is" and "as available" and "with all faults" basis and without warranties or representations of any kind either express or implied. PurpleExtract disclaims any warranty or liability obligations to the client of any kind with respect to the beta services. The client further acknowledges the importance of communication between PurpleExtract and the client during client's use of the beta services and hereby agrees to receive related correspondence and updates from PurpleExtract. In the event that the client requests to opt-out from such communications, the client's participation in the beta services will also be cancelled. The client also hereby acknowledges that PurpleExtract has not made any representations, promises or guarantees that the beta services will ever be announced or launched or made available to anyone in the future and that PurpleExtract has no express or implied obligation to client to announce or introduce the beta services. During the PurpleExtract beta program, the client will be asked to provide feedback regarding client's use of the beta services. The client agrees that PurpleExtract is

free to use and incorporate into PurpleExtract products and services any suggestions, ideas, recommendations, bug reports, or other feedback (including, but not limited to, feedback on any beta services) that client provides to PurpleExtract without payment of compensation to the client. PurpleExtract may suspend or terminate access to beta services (and delete any content or data provided to PurpleExtract with respect to such beta services) at any time, without notice and without any liability to client.

5. Payment.

5.1. The client agrees that PurpleExtract may charge the client's credit card or other payment method indicated by the client and approved by PurpleExtract for all amounts due and owing for the services, including, but not limited to, service fees, set up fees, subscription fees, or any other fee or charge associated with the services used by the client. PurpleExtract reserves the right to charge interest at 2% above the published NatWest plc interest rate on fees not received when due, such interest will be accrued daily. The client must notify PurpleExtract in writing of any disputed fees within fifteen days from the client being charged for such disputed fee. PurpleExtract may suspend the services for non-payment of fees. Further, PurpleExtract is entitled to recover any reasonable sums expended in connection with the collection of sums not paid when due.

5.2. Fees shall always be paid without offsets, reductions or withholdings whatsoever.

5.3. PurpleExtract may change prices at any time and without prior notice.

5.4. Upon the client's request, PurpleExtract will refund to the client a pro-rata portion of any unused service fees already paid in the event PurpleExtract : (a) discontinues such services as specified; or (b) terminates this agreement pursuant to section 6.1 below.

5.5. Excepting section 5.4, above, PurpleExtract will not refund amounts related to unused service periods related any service fees where payments are made upfront.

6. Term and termination.

6.1. This agreement will commence on the date the client accepts this agreement. The client may terminate this agreement by providing thirty days prior notice to PurpleExtract. Such termination will be effective on the last day of the then-current term, subject to thirty days prior notice. PurpleExtract may terminate this agreement and/or client's account immediately without notice.

6.2. The provisions outlined in sections 5 (as to amounts due and owing as of this agreement's expiration or termination date) and 9, 10, 12, and 14 will survive the expiration or termination of this agreement. Upon any termination of this agreement, the client must cease any further use of the services.

7. Blocking Access

PurpleExtract may block the client's access to the PurpleExtract internet site(s), temporarily or permanently, if concrete indications emerge that the client is violating, or has violated, these

terms and/or applicable law, or if PurpleExtract has any other justified interest in blocking the client. When making the decision to block the user, PurpleExtract shall appropriately take the user's justified interests into consideration.

8. Service.

8.1. PurpleExtract shall use reasonable skill and care in the delivery of the service, websites, and the provision of data or other content.

8.2. Subject to clause 8.1, in respect of use of the PurpleExtract services and/or the website and/or the data the client expressly agrees that use of the services and the website and the data is at client's risk. However, PurpleExtract shall use reasonable endeavours to regularly update data, as further detailed below in clauses 8.3, 8.4 and 8.5

8.3. The client acknowledges that data is not kept continuously up to date, but instead updated at variable intervals solely determined by PurpleExtract. It is the client's responsibility to verify all presented data, or content from independent sources. PurpleExtract cannot guarantee the accuracy of any data or other content provided by the service.

8.4. Under no circumstances will PurpleExtract be liable to the client for any loss or damages: (a) arising from any data, or content related errors or omissions; or (b) incurred as a result of the use of, access to, or denial of access to any data, or content.

8.5. Service overview:

8.5.1. The client acknowledges that the service retrieves price information about certain products which are available via a "Global Trade Item Number" (GTIN) on various websites which are selected by PurpleExtract and can respectively be selected when using the service. If a query is made, the service makes available a response in the form of a JSON or excel or a CSV file with various information about the product. This information includes, for example, the names of the competitors, current competitors' prices and, where applicable, additional similar information. This is subject to various technical and regional limitations.

8.5.2. The client acknowledges that data is extracted at periodic intervals, or alternatively upon manual request; except in the case of: (a) technical issues at relevant third party websites; and/or (b) otherwise unavailable relevant third party websites; and/or (C) where the service is undergoing maintenance.

8.5.3. Technical errors affecting PurpleExtract website(s) and the availability of PurpleExtract services and access to data may happen but, in respect of paid for services only, PurpleExtract will use reasonable endeavours to keep these to a minimum.

8.5.4. PurpleExtract does not guarantee that the service or the website will be able to read data from specific third party websites; and does not accept liability for any errors or omissions. However PurpleExtract will use reasonable endeavours devise algorithms to read data from third party websites as soon as practicable after being notified of them in writing of any failures or issues.

8.5.5. PurpleExtract does not guarantee that the service or the website will be free of faults; and does not accept liability for any errors or omissions. In the event of a service fault, the client should report it by email to customerservices@PurpleExtract.co.uk.

8.5.6. Subject to clause 8.1, PurpleExtract does not warrant the use of PurpleExtract's service or website, or access to data will be uninterrupted, and PurpleExtract does not warrant that any data (or other content) transmitted via the service or website will be transmitted accurately, reliably, in a timely manner.

8.5.7. PurpleExtract does not warrant that the PurpleExtract services or website(s) are free from viruses or anything else which may have a harmful effect. However PurpleExtract has taken reasonable steps with respect to the PurpleExtract services and website(s) to check for viruses and anything else which may have a harmful effect.

8.5.8. PurpleExtract assumes no responsibility for the content or services of any third party websites or services whether or not PurpleExtract has links to or from them.

8.6. PurpleExtract targets a minimum 98.5% availability on a 12 month average. Not included in the calculation of availability shall be the regular maintenance timeframes which, as a rule, occur each night between 12:00 p.m. and 7:00 a.m. and from 10:00 p.m. on Saturday to 8:00 a.m. on Sunday, GMT. Where possible, PurpleExtract shall provide advance notification of any additional planned maintenance work.

9. Use of the services.

9.1. The client agrees to be solely responsible for maintaining the confidentiality of the client's account details and passwords and be held solely responsible for any unauthorized usage. The client agrees to immediately notify PurpleExtract of any unauthorized use of client's account of which the client becomes aware.

9.2. Client may use the services only as permitted under the terms and conditions of this agreement (or contract). The client will not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the services. Client will not modify, make derivative works of, disassemble, decompile or reverse engineer the sites, services or any component thereof (except to the extent expressly permitted by law).

9.3. The client agrees it will comply with all applicable laws and regulations in connection with client's use of the services, including, but not limited to personally identifiable information sent or received by client, and all applicable privacy laws and regulations. It is the sole responsibility of client to ensure it has the right to use all features of the services in client's jurisdiction.

10. Limitation of liability.

10.1. To the maximum extent permitted by law, PurpleExtract shall have no liability for any direct or indirect damages, losses, or costs (whether incidental, consequential, or otherwise) whatsoever (including, without limitation, damages for loss of business profits, loss of goodwill, loss of reputation, business interruption, loss or corruption of business information,

procurement of substitute goods and/or services, or any other pecuniary loss) including but not limited to claims arising out of, or resulting from the use of, or inability to use the services.

10.2. In any case, to the extent not prohibited by law, PurpleExtract's maximum cumulative liability and the client's exclusive remedy for any claims arising out of or related to this agreement will be limited to the greater of £2000 or 110% of the amount actually paid by client, if any, for the subscription service fees in the previous twelve (12) months preceding the event or circumstances giving rise to such claims even if any remedies fail of their essential purpose. This limitation is cumulative and not per incident (i.e., the existence of two or more claims will not enlarge this limit).

10.3. In respect of liability in connection with, related to or arising under or in respect of free services or any beta services, subject to clause 4.3 and the exclusions and limits set out in this agreement, the total aggregate liability of PurpleExtract shall be limited to £100.

11. Privacy.

11.1. Use of the sites and the services constitutes consent by the client to PurpleExtract's collection and use of such information. Use of PurpleExtract's sites and services is also subject to PurpleExtract's privacy statement located at the <http://www.PurpleExtract.co.uk>. The foregoing notwithstanding, PurpleExtract or its agent may contact the client via e-mail or otherwise with information relevant to client's use of the services and payment obligations, if any, regardless of whether the client has opted out of receiving such notices. The Client also agrees to have client's name and/or email address listed in the header of certain communications the client initiates through the services.

12. Proprietary rights.

12.1. PurpleExtract retain ownership of all proprietary rights in the services and sites and in all trade names, trademarks, service marks, logos, and domain names ("PurpleExtract marks") associated or displayed with the services. Client may not frame or utilize framing techniques to enclose any PurpleExtract marks, or other proprietary information (including images, text, page layout, or form) of PurpleExtract without PurpleExtract's express written consent. Client may not use any meta tags or any other "hidden text" utilizing PurpleExtract marks without PurpleExtract's express written consent. 13. Force Majeure.

13.1. PurpleExtract will NOT be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of god, labour disputes, failure of suppliers, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the internet or a portion thereof.

14. General

14.1. Any headings in these terms and conditions are for convenience only and will not affect their meaning.

14.2. PurpleExtract may from time to time change, alter, adapt, add or remove portions of these terms and conditions, but if we do so will post any changes on the website.

14.3. Failure by PurpleExtract to enforce any of these terms and conditions will not affect our right to enforce the rest of these terms and conditions.

14.4. The waiver of any one breach, default or right granted under this agreement will not constitute the waiver of any subsequent breach, default or right granted.

14.5. Any provision of this agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this agreement will continue in full force and effect.

14.6. If any provision of these terms and conditions is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question will not be affected.

14.7. This agreement (and any contract) (and all non-contractual relationships between the parties) shall be governed by and construed in accordance with English law and both parties hereby submit to the exclusive jurisdiction of the courts of England.

14.8. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The terms of this agreement shall apply, regardless of any additional or conflicting terms on any purchase order, acknowledgement, quotation, prior understanding or other correspondence or documentation.

14.9. This agreement is between the client and PurpleExtract. No person who is not a party to this agreement shall be entitled to enforce or take the benefit of any of its terms under the contracts (rights of third parties) act 1999.

14.10. PurpleExtract may assign or delegate its obligations under this agreement either in whole or in part, without the prior consent of client.

14.11. The website(s) and the PurpleExtract services are owned and operated by CWNetworks limited (registered in England reg. no 4682452) with a registered office at 87A High Street, The Old Town, Hemel Hempstead, Herts HP1 3AH, UK.

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