

GENERAL TERMS AND CONDITIONS (GTC)

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General Terms and Conditions

These Terms and Conditions shall govern the use of the eCommerceDB Online Services, as defined below.

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eCommerceDB Customer Support is available Monday to Friday, 9:30-17:00 (GMT).

You may also reach us by e-mail at hello@ecommercedb.com The terms and conditions listed below govern use of the online services (the “Online Services”) and materials available therein (“Materials”) provided by eCommerceDB. By continuing to access, link to, or use the Online Services, you signify your acceptance of the General Terms and Conditions. The terms “you” and “your” in uppercase or lowercase shall mean the entity (e.g. individual, company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with eCommerceDB.

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1. Grant of rights; Restrictions on use

1.1 Authorised Users (defined below in Section 2.1) are granted a nonexclusive, non-transferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted exclusively to Authorised Users are as follows:

- (a) The right to use Materials for research purposes, and the right to copy Materials into user's analyses, presentations, documents, and other similar forms of work or research material; that includes Printing, and archiving of statistics for internal purposes and a fair use of downloaded statistics;
- (b) The right to publish and distribute Materials, unless otherwise prohibited by existing applicable intellectual property laws and copyright laws;
- (c) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorised access and use. If you are not an Authorised User, you are not permitted to access or use the Online Services requiring a paid subscription for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials requiring a paid subscription without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to eCommerceDB for any breach of the General Terms and Conditions as well as for unauthorised access and payment for use at the rates in the applicable Price Schedule;
- (d) The right to Email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other lawful means (collectively, "Authorised Printouts");

1.2 Members (defined below in Section 2.1) and unregistered visitors to eCommerceDB websites and subpages are granted a nonexclusive, non-transferable, limited right to access and use for research purposes the Online Services and Materials made available to you. Commercial use for Members is strictly prohibited. The rights granted to Members are as follows:

- (a) The right to use Materials for research purposes, and the right to implement Materials into analyses, presentations, documents, and other similar forms of work or research material;
- (b) The right to display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes, including the display of materials on blogs, social media platforms, and other strictly non-commercial websites, under the condition that published Materials are linked directly to eCommerceDB's publicly accessible web pages using the provided HTML code in an unaltered, unmodified, and functional state. You may not use or link to eCommerceDB.com any site containing inappropriate, defamatory, infringing, obscene, or unlawful topics, names, material, or information that violates any applicable intellectual property, proprietary, privacy, or publicity rights;
- (c) All other forms of commercial use, distribution, or publication are strictly prohibited.

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To the extent permitted by applicable copyright law and unless limited or prohibited by separate written agreements signed by both parties, Authorised Users may make copies of Authorised Printouts and distribute Authorised Printouts and copies provided that you retain all copyright and other proprietary notices.

1.3 You may not exploit the goodwill of eCommerceDB, including its trademarks, service marks, or logos without the express prior written consent of eCommerceDB. Additionally, under no circumstances may you or any Authorised User offer, sell, retransmit any part of the Online Services or Materials to any other person for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of eCommerceDB. You may not modify, reverse engineer, reverse assemble or reverse compile any part of the Online Services or Materials. You may not use the Online Services in any way to improve the quality of any data sold or contributed by you to any third party.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belong to eCommerceDB or its third party suppliers of Materials. Neither Members nor Authorised Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither Members nor Authorised Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of eCommerceDB or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations. You may not use the Online Services for any illegal purpose or in any manner inconsistent with the General Terms and Conditions or any applicable laws.

1.6 Neither Members nor Authorised Users may remove, alter, edit or obscure the copyright notice or other notices contained in Materials or on www.ecommercedb.com.

1.7 Neither Members nor Authorised Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for

- (a) credit or insurance for personal, family, or household purposes;
- (b) employment; or
- (c) a government license or benefit.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement.

2. Access to services

2.1 The term “Authorised User” refers to an Eligible Person with a paid/purchased account (Corporate Account, Premium Account and Campus License,). Only your Authorised employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials (“Eligible Persons”). Without limitation, the Authorised User’s external professional service providers such as solicitor, accountants, outsourcers, public relations firms, and any other professional advisors are specifically excluded from being Eligible Persons. You agree that eCommerceDB login information, including username and password, may only be used by the Authorised User to whom eCommerceDB assigns it and that eCommerceDB login information may not be shared with or used by any other person, including other Authorised Users. You will be responsible for controlling and managing your roster of Authorised Users and will promptly notify eCommerceDB to deactivate an Authorised User’s eCommerceDB login information if the Authorised User is no longer an Eligible Person or you otherwise wish to deactivate or terminate the Authorised User’s access to the Online Services

You are responsible for all use of the Online Services accessed with eCommerceDB login information issued to your Authorised Users, including associated charges, whether by Authorised Users or others. You will use reasonable commercial efforts to prevent unauthorised use of eCommerceDB login information assigned to your Authorised Users and will promptly notify eCommerceDB, in writing, if you suspect that eCommerceDB login information is lost, stolen, compromised, or misused.

The term “Member” refers to users with free subscriptions or accounts as well as unregistered visitors to the website who lack login credentials. All provisions prohibiting or restricting the use of Materials for Authorised Users also apply, unless stated otherwise herein.

2.2 Use of the Online Services via mechanical, robotic, scripted or any other automated means is strictly prohibited. In the absence of any prior written agreement by eCommerceDB, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 eCommerceDB may amend enhance, add to, withdraw, or otherwise change Online Services, Materials, and feature functionality within the Online Services without notice at any time in any way to Authorised Users. Such modifications shall be effective immediately. Please review the General Terms and Conditions whenever accessing, linking to, or using this site. Your access, link to, or use of the Online Services after the posting of modifications to the General Terms and Conditions will constitute your acceptance of the General Terms and Conditions as modified.

2.4 Authorised Users and Members are required to provide truthful and accurate information during registration, including, but not limited to, correct shipping and payment information, correct contact information (e-mail, telephone, etc.), confirmation of payment arrangements, confirmation of status (e.g. student status), confirmation of the Authorised User or Member’s acceptance of our Cancellation Policies, and confirmation of agreement to these Terms and Conditions.

2.5 Authorised Users are required to notify eCommerceDB of any relevant changes made to the information contained in section 2.4.

3. Limited warranty

3.1 eCommerceDB represents and warrants that it has the right and authority to make the Online Services and Materials available to Members and Authorised Users as Authorised expressly by this Subscription Agreement.

3.2 YOU AGREE THAT YOUR USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK AND YOU ACKNOWLEDGE THAT, EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED “AS IS”, AND “AS AVAILABLE” AND THAT ECOMMERCEDB AND EACH THIRD PARTY SUPPLIER OF MATERIALS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ONLINE SERVICES AND MATERIALS, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

4. Limitation of liability

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from

- (a) any errors in or omissions from the Online Services or any Materials available or not included therein,
- (b) the unavailability or interruption of the Online Service or any features thereof or any Materials,
- (c) An Authorised User or Member’s use of the Online Services or Materials,
- (d) the loss or corruption of any data or equipment in connection with the Online Services,
- (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party,
- (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or
- (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 “Covered Party” means

- (a) (a) eCommerceDB and any officer, director, employee, subcontractor, agent, successor, or assignee of eCommerceDB; and

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- (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assignee of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AND UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE ONLINE SERVICES (EXCLUDING ANY APPLICABLE TAXES OR DUTIES) OR ANY LINKS OR ITEMS ON THE ONLINE SERVICES OR ANY PROVISION OF THE GENERAL TERMS AND CONDITIONS. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE COVERED PARTIES BE HELD LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY; PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SOLICITORS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO ECOMMERCEDB OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section

- (a) If there is a breach of the warranty in Section 3.1 above, then eCommerceDB at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying, combining, or in any way altering, amending, or inserting the Online Services or Materials with or into other products or applications not approved by eCommerceDB and not Authorised by this agreement; (iii) you give eCommerceDB prompt notice of any such claim; and (iv) you give eCommerceDB the sole right to control and direct the investigation, defense and settlement of each such claim. You, at eCommerceDB's expense, shall fully cooperate with eCommerceDB in asserting any available defense.
- (b) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.
- (c) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of eCommerceDB are likely to become, the subject of a claim of infringement, eCommerceDB may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription

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Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

4.6 eCommerceDB shall not be held liable for a temporary or permanent loss of service resulting from a change in the Member or Authorised User's e-mail address or contact information (stated in section 2.4), intentionally or unintentionally, which has not been communicated to eCommerceDB in accordance with terms of this Subscription Agreement.

4.7 You agree, at your own expense, to indemnify, defend and hold harmless eCommerceDB, its suppliers, agents, directors, officers, employees, representatives, successors, and assignees from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable solicitors' and experts' fees, arising out of or in connection with the Online Services, or any links on the Online Services, including, but not limited to: (i) your use or someone using your computer's use of the Online Services; (ii) use by someone using your account; (iii) a violation of the General Terms and Conditions by you or anyone using your computer (or account, where applicable); (iv) a claim that any use of the Online Services by you or someone using your computer (or account, where applicable) infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorised use of, the Online Services by you or someone using your computer (or account, where applicable); (vi) any misrepresentation or breach of representation or warranty made by you contained herein; or (vii) any breach of any covenant or agreement to be performed by you hereunder.

5. Cancellation policy

5.1 Unless services are cancelled as set out in Section 5.1 or by notice six (6) weeks prior to the end of a subscription, your subscription will be extended automatically for the same amount of time as the initial subscription. Cancellations must be submitted in a signed writing in letter, fax, or e-mail form and sent to eCommerceDB, For the attention of [Sales Department]. No additional written statements to justify cancellation are necessary.

5.2 Any additional information on, or exceptions to, this Cancellation Policy will be stated in the product flyers located on the eCommerceDB website.

6. Miscellaneous

6.1 These General Terms and Conditions may be amended or replaced by eCommerceDB from time to time as described herein or by written agreement at the discretion of eCommerceDB. Charges and payment terms may

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be changed in accordance with the terms of your Price Schedule; all other provisions set out in the General Terms and Conditions may be amended in eCommerceDB's sole discretion and effective immediately upon notice to you, if applicable, or if any changes are made to this Subscription Agreement, such changes will:

- (a) only be applied prospectively; and
- (b) not be specifically directed against Members, you or your Authorised Users but will apply to all similarly situated eCommerceDB customers using the Online Services. This Subscription Agreement may not be supplemented, modified or otherwise revised by any Authorised Users or Members in the absence of a signed writing duly executed by Authorised representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by Authorised Users or Members by Email exchange even if the Email contains a printed name or signature line bearing signature-like font. Any terms and conditions proposed by you which are in addition to or which conflict with the General Terms and Conditions are expressly rejected by eCommerceDB GmbH and shall have no force or effect. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of Authorised representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 Upon the breach of this Subscription Agreement by an Authorised User or Member, eCommerceDB may temporarily suspend or discontinue providing access to the Online Services to the breaching party without notice, in addition to pursuing any other legal remedies available to eCommerceDB.

6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by eCommerceDB. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner.

6.4 The failure of an Authorised User, Member, eCommerceDB, or any third party supplier of Materials to exercise or enforce any provision hereof shall not constitute or be construed as a waiver of any such right or provision of the right to enforce it at a later time.

6.5 eCommerceDB'S ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that eCommerceDB will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, nonpublic Materials about individuals. You also acknowledge that eCommerceDB will perform periodic reviews of you and your Authorised Users' use of Materials subject to Data Laws or Licenses ("Regulated Data")

in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorised Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorised Users will cooperate fully with eCommerceDB in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by eCommerceDB. All reviews will be at

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eCommerceDB's expense. If there is any failure to cooperate fully with eCommerceDB, or if any review reveals the lack of a permissible purpose to access Regulated Data, eCommerceDB may deny access to the Online Services or to Regulated Data. eCommerceDB will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

6.6 If you, any of your Authorised Users, Members, or any person you or your Authorised Users permit to use the Online Services or who gains access through an Authorised User's or Member's failure to properly secure his or her eCommerceDB login credentials or computer (a "User") should access or use Regulated Data in an unauthorised manner (a "Security Event"), then the following provisions will apply:

- (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred;
- (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law;
- (c) the notification will not reference eCommerceDB or the product through which the Regulated Data was provided, nor will eCommerceDB be otherwise identified or referenced in connection with the Security Event, without the express prior written consent of eCommerceDB;
- (d) you will be solely liable for all claims that may arise from a Security Event caused by you, Members, your Authorised Users or a User and you will indemnify eCommerceDB in full for any third party claims directed against eCommerceDB that arise from the Security Event; and
- (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

6.7 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

6.8 Where applicable, each affiliated company of eCommerceDB and each third party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third party beneficiary.

6.9 This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

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