

Terms of Use

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1 Introduction

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2 Intellectual property and acceptable use

- 1. All Content included on the Website, unless uploaded by Users, is the property of RetailBook, our affiliates or other relevant third parties. In these terms and conditions, "Content" means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website, you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights around the world. All such rights are reserved.
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- 5. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of RetailBook.

3 Prohibited use

- 1. You may not use the Website for any of the following purposes:
 - 1. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - 2. any unauthorised use or copying of the name RetailBook, trading style, getup, confidential information or data;

- 3. unauthorised entry to any non-permissioned part of the Website, including its underlying codes, or into any of our private computer system;
- 4. causing offence or detriment to any other person who uses the Website or any services offered;
- 5. unauthorised copying, downloading or framing of any part of the Website;
- 6. any action which is intended or has the effect of deceiving or misleading us or third parties;
- 7. causing RetailBook, you or any other user of the Website, to be in breach of applicable law or regulation;
- 8. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; or
- 9. making, transmitting or storing electronic copies of Content protected by copyright or trademark without the permission of the owner.
- 2. If you use any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have accessed through the Website.

4 Links to other Websites

- 1. The Website may contain links to other sites. Unless expressly stated, these sites are not under the control of RetailBook or that of our affiliates.
- 2. We assume no responsibility for the content of any third party Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 3. The inclusion of a link to another site on the Website does not imply any endorsement of the sites themselves or of those in control of them.

5 Privacy and Cookies

1. Use of the Website is also governed by our <u>Privacy Notice</u> and <u>Cookies Notice</u>, which are incorporated into these terms and conditions by this reference. To view the Privacy Notice and Cookies Notice, please refer to our website (<u>www.retailbook.com</u>).

6 Availability of the Website and disclaimers

 Any online facilities, tools, services or information that RetailBook makes available through the Website (the "Service") is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

- 2. Whilst RetailBook uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 3. Users will not knowingly introduce viruses or other malicious or technologically harmful material to our Website, misuse our Website, attempt to gain unauthorised access to our Website by any means, or attack (or attempt to attack) our Website with denial-of-service or distributed denial-of-service attacks. Any breach of this clause is a criminal offence under the Computer Misuse Act 1990 and Users permitted use of the Website will be withdrawn immediately. We will treat any breach of this clause extremely seriously. Offences or attempted offences will be reported to the relevant authorities and we will fully support their investigations by any means necessary, including by disclosing their identity.
- 4. We will not be liable for any loss or damage caused by a virus, distributed denialof-service attack, or other technologically harmful material that may infect Users computer equipment or other proprietary material due to their use of the Website or due to their downloading of any content from it, or on any Website linked to it
- 5. RetailBook accepts no liability for any disruption or non-availability of the Website.
- 6. RetailBook reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

7 Limitation of liability

- Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
 (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 2. Subject to paragraph 1 above, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied. You acknowledge that you are solely responsible for the use to which you put the Website and all the information that you obtain from it.
- 3. We will not be liable to any User for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 1. use of, or inability to use, the Website;
 - 2. use of or reliance on any content displayed on the Website;
 - 3. any errors or omissions on the Website;
 - 4. any loss or damage caused by a virus, distributed denial-of-service attack; or
 - 5. loss or damage from any third party Website links.

- 4. Please note that in particular, we will not be liable for: loss of profits, sales, contract, use, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; pure economic loss; loss or corruption of any data, database or software; or any indirect or consequential loss or damage.
- 5. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services by us to you, which will be set out in the applicable contract between us.

8 General

- 1. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 2. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 3. These terms and conditions together with the Privacy Notice [and Cookies Notice] contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- 4. No third party will have any right to enforce or rely on any provision of these terms and conditions.
- 5. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- 6. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 7. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including noncontractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

9 RetailBook company details

Retail Book Limited is a limited liability company incorporated in England and Wales with registered number 14087330 whose registered address is 7th Floor, 100 Liverpool Street, London EC2M 2AT, United Kingdom.

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