



TIDLRS RETAILER AGREEMENT¹ (2017 Version)

THIS AGREEMENT (2017 Version) (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the Tidlrs Website and the other Tidlrs Services and is an agreement between **Tidlrs Limited**, a company incorporated in the British Virgin Islands with registered No.1834195, whose registered office is at Commerce House, Wickhams Cay 1, Road Town Tortola, British Virgin Islands (“**Tidlrs**”, “**we**”, “**us**” and “**our**”) and **the retailer whose details were provided in its Application Form** (the “**Approved Retailer**”, “**you**” and “**your**”). This Agreement takes effect when you click an ‘I Accept’ button or check box presented with these terms or, if earlier, when you use any of the Tidlrs Services (the “**Commencement Date**”). This Agreement is legally binding.

1. DEFINITIONS

1.1 In this Agreement, the following capitalized terms have the following meanings:

“**Agreement**” means this Agreement (as may be amended and/or supplemented from time to time) and includes the Policies;

“**Affiliate**” means, with respect to any company, partnership or other entity, one which, directly or indirectly, controls or is controlled by another company, partnership or other entity, and for these purposes a company, partnership or other entity “**controls**” another company, partnership or other entity if it has the ability to exercise the voting rights of a majority of the shares or other securities or to appoint or remove a majority of the directors of that other company, partnership or other entity, and “**controlled**” shall be construed accordingly;

“**API**” means application program interface;

“**Application Form**” means the application form on the Tidlrs Website which has been completed by you or on your behalf for you to become an Approved Retailer;

“**Approved Retailer**” means you and all other retailers who are approved by us from time to time to use the online marketplace and other Tidlrs Services provided or to be provided by us through the Tidlrs Website or similar or comparable to the Tidlrs Services;

“**Business Day**” means a day, not being a weekend or a public holiday, on which banks are generally open for business in the jurisdiction or jurisdictions relevant for the action to be taken under this Agreement, or as otherwise stipulated in this Agreement;

“**Collection**” means the space or page(s) on the Tidlrs Website dedicated for use by you for the promotion of yourself, your brand and your products and/or services;

“**Compliance Documentation**” means complete and accurate documentation evidencing due compliance with all applicable anti-money laundering and other relevant laws and regulations (such as import, re-import, export and re-export laws and regulations) by you, the Director(s) or other officer(s) who has or have signed this Agreement on your behalf and your ultimate owner(s);

“**Confidential Information**” means any information provided by you to us or by us to you on a confidential basis, or information which is commercially sensitive and therefore could reasonably be regarded as confidential, excluding any information which is in or which enters into the public domain, other than as a result of any breach of any applicable confidentiality or other non-disclosure arrangement, and excluding any disclosure made in accordance with any applicable law, regulation or order of any court of competent jurisdiction;

“**CMS**” means the content management system provided or to be provided by us to you and to other Approved Retailers for the management of their Collection;

¹ Note: This Tidlrs Retailer Agreement is copyright protected and is the intellectual property of Tidlrs Limited.

“Enhancement Tiers” means one or more of the additional tiers of Tidlrs Services referred to in Clause 2.2 (*Tidlrs Services*);

“Exclusive” means any promotion of any of your products and/or services through your website(s) and the Tidlrs Website only and not through any other online or offline channel;

“Intellectual Property Rights” means any and all rights attaching or relating to any intellectual property owned by us, you or any other Approved Retailer or third party, including any patent, copyright, trade mark or service mark, trade name, proprietary logo or insignia, trade dress (including any proprietary “look and feel” or inherently distinctive element(s)), domain name, literary, dramatic, audio and/or video or artistic work or invention;

“Password” means the password initially created by you as part of your application to become an Approved Retailer and which you may update or alter from time to time in accordance with the information for doing so which will be provided on the Tidlrs Website as set out in Clause 15 (*Miscellaneous*);

“Policies” means any policy (including any guidelines as to content and style) which may be notified and made available to you and/or any other approved by us from time to time via our CMS or otherwise and which will be deemed to be an integral part of this Agreement;

“Prohibited Items” means any item of which the advertisement, marketing, offering for sale or hire, or the solicitation of an offer to purchase or rent, is prohibited by applicable law or regulations, or which a relevant regulatory authority in a country in which either party (or its Affiliate) has an office to the effect that it considers the advertisement, marketing, offering for sale or hire, or the solicitation of an offer to purchase or rent of such item to be contrary to applicable law or regulations in that country, including (without limitation): (i) material of a pornographic, indecent, blasphemous, obscene, racist, extremist, defamatory or otherwise objectionable or offensive nature; (ii) medicines, pharmaceutical products, surgical instruments, controlled drugs, dietary supplements, living tissue, blood, body parts or any bio-hazardous material; (iii) narcotic substance or preparation including, without limitation, cocaine, cannabis, heroin, opium, coca leaf or any derivative or synthesis thereof, or apparatus for the consumption or processing thereof; (iv) stolen goods or counterfeit items; (v) firearms, ammunition, explosives or other weapons; (vi) shares, stock, currency, securities, bearer or negotiable instruments, bitcoins or any other financial or monetary instrument or product; (vii) animals (whether or not living) or livestock;

“Prohibited Services” means any service of which the advertisement, marketing, offering for sale or hire, or the solicitation of an offer to purchase or rent, is prohibited by applicable law or regulations, or which a relevant regulatory authority in a country in which either party (or an Affiliate) has an office notifies that party (or its Affiliate) to the effect that it considers the advertisement, marketing, offering for sale or hire, or the solicitation of an offer to purchase or rent such service to be contrary to applicable law or regulations in that country;

“Renewal Date” means the date falling twelve months after the Commencement Date and each anniversary of thereafter;

“Response” means a response by you to any User Feedback; **“Sanctioned Country”** means a country of territory that is subject to Sanctions;

“Sanctioned Organization” means an organization or group of persons that is subject to Sanctions;

“Sanctioned Person” means a person who (i) is a national or resident of, or an entity established under the laws of, or otherwise connected with, a Sanctioned Country; (ii) is a member of or is otherwise involved with a Sanctioned Organization; or (iii) is otherwise subject to Sanctions;

“Sanctions” means any sanctions, prohibitions, restricted list, specially designated persons or entities list, indictments, arrest warrants or similar lists, instruments or measures issued by the United Nations Security Council, Interpol, Europol, the European Union or by any governmental, regulatory or other law enforcement authority (including the police and judiciary) in any jurisdiction in which we (or any of our Affiliates) has an office or maintains a bank account, the United States or the United Kingdom including, without limitation, in the case of the United States, the US Office of Foreign Assets Control, the Federal Bureau of Investigation, the US Department of Justice and the US Treasury and, in the case of the United Kingdom, HM Treasury;

“Social Media” means websites and applications (or apps) which enable users to create and share content and/or to participate in digital social networking including (but not limited to) Facebook, Twitter, Instagram and YouTube;

“**Standard Package**” means those services referred to in Clause 2.1 (*Tidlr Services*);

“**Subscription Fee**” means the annual fee in the amount agreed between you and us as set out in the Tidlr Website page <http://www.tidlr.com/subscription>, save as may be otherwise agreed, payable on the Commencement Date (or, if not a Business Day, on the first Business Day thereafter) and on each Renewal Date (or, if not a Business Day, on the first Business Day thereafter) in accordance with Clause 3 (*Fees*);

“**Tidlr Marks**” means any trademarks, service marks, service or trade names, logos, other designations and other Intellectual Property Rights of Tidlr which we may make available to you in connection with this Agreement

“**Tidlr Online FZ-LLC**” means Tidlr Online FZ-LLC, a limited liability company incorporated in the Dubai Design District (d3) free zone under registration no. 92503 and having its registered office at Office A304, Level 3, Building 5, Dubai Design District (d3), PO Box 333295, Dubai, UAE, a wholly-owned subsidiary of Tidlr;

“**Tidlr Services**” means the online services, comprising the Tidlr Website and related Tidlr Content (and any associated application program interface), Tidlr Marks and Tidlr Software, for which the Customer may subscribe provided or to be provided by us to you through the Tidlr Website on which you are permitted to showcase yourself and your products and services, together with appropriate advertorial or other marketing material concerning yourself and your products and services which material has been provided and updated, or is to be provided and updated, from time to time by you to us, in order to facilitate the promotion of yourself, your brand and your products and services and through which Users may access your website(s) and those of other Approved Retailers, as described in this Agreement;

“**Tidlr Software**” means any software installed or updated or to be installed or updated by us on the Tidlr Website from time to time to permit, improve or facilitate access to the Tidlr Website and/or to your website or to the websites of other Approved Retailers through the Tidlr Website by Users and/or to facilitate the promotion on the Tidlr Website of you, other Approved Retailers and/or of your and/or their products and/or services;

“**Tidlr Website**” means the website <http://www.tidlr.com> and any successor or related website designated by us;

“**United Kingdom**” means the United Kingdom of Great Britain and Northern Ireland;

“**United States**” or “**US**” means the United States of America, including its territories and possessions and any state of the United States, the District of Columbia and other areas subject to US jurisdiction;

“**\$**” and “**Dollars**” means the lawful currency of the United States of America;

“**User Feedback**” means any and all information provided to us by a User via our user feedback service regarding any products and/or services provided by you in respect of any particular transaction(s) with that User (including regarding any communications between you and the User) and which may include their opinions about you and of your products and/or services;

“**VAT**” means value added, sales or services tax or any similar tax imposed by any jurisdiction; and

“**Virus**” means any computer virus, macro virus, trojan horse, worm or anything else designed to interfere with, interrupt or disrupt the normal operating processes of a computer or network or to intercept or access without authority or expropriate any system, information or data.

1.2 All references in this Agreement to clauses are to clauses of this Agreement. Words expressed in the singular include the plural and vice versa; words referring to a particular gender include every gender; references to a person include an individual, company, corporation, partnership or other entity having a legal personality. Clause and other headings are for convenience only and shall not affect the interpretation of this Agreement. References to any statute or legislation shall include any revision or modification, restatement or re-enactment and any and all subordinate legislation issued pursuant to such statute or legislation.

2. TIDLRS SERVICES

2.1 With effect as of and from the Commencement Date we will provide the Standard Package and any Enhancement Tier which you have selected by clicking the relevant service on the Tidlrs Website page www.tidlrs.com/subscription in accordance with this Agreement.

2.2 The Standard Package comprises the Tidlrs Services set out in the Tidlrs Website page <http://www.tidlrs.com/subscription> under the heading 'Standard Package'. The Subscription Fee payable for the Standard Package is set out in the same section of that page.

2.3 The Enhancement Tiers are the additional tiers of Tidlrs Services set out in the Tidlrs Website page <http://www.tidlrs.com/subscription> under the heading 'Enhancement Tier 1' and 'Enhancement Tier 2'. The Subscription Fee payable in respect of each Enhancement Tier is set out on that page opposite the relevant Enhancement Tier. We may add Tidlrs Services to either of these and/or we may add one or more additional Enhancement Tiers from time to time on notice which we will publish on the Tidlrs Website. However, we will not reduce the Tidlrs Services for which you have subscribed prior to the end or the period of your subscription without your prior agreement save in accordance with the provisions of Clause 10 (Suspension and Termination).

2.4 In order to access and use the Tidlrs Services you must create a Tidlrs account associated with a valid email address. You may only create one account per email address unless we explicitly agree otherwise. You are responsible for all activities which occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (such as your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our Affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized person may be using or attempting to use your account or if your account information is lost or stolen. Your account will terminate automatically upon the termination of this Agreement in accordance with its terms.

2.5 With effect as of and from the Commencement Date we will:

- 2.5.1 provide the Tidlrs Services to you with reasonable skill and care on a 24/7 continuous basis subject to (a) interruptions occasioned by necessary updating and maintenance of the IT functionality of the software or hardware used in connection with our provision of the Tidlrs Services and the interface between the Tidlrs Website with your website and the websites of other Approved Retailers, which interruptions, so far as practicable, will be planned and will take place at times notified to you in advance and which will be intended to cause as little inconvenience to you, other Approved Retailers or Users as reasonably possible and (b) unplanned interruptions resulting from or as a reasonable precaution against unplanned events such arise or may arise as a result of or threat of any Virus or other malware being brought on to the Tidlrs Website or which may result in any damage or malfunction of any of the Tidlrs Software
- 2.5.2 use reasonable endeavors to rectify and assist you to rectify any software malfunction or interface issue which is preventing or impeding in any way a smooth and efficient user journey between the Tidlrs Website and your website(s) which are accessed or intended to be accessed from the Tidlrs Website, and vice versa;
- 2.5.3 use reasonable skill and care to remedy any faults in the Tidlrs Services as soon as reasonably possible;
- 2.5.4 provide you with a password (which you may alter to one of your choosing) so that you may construct, maintain, update and manage your Collection in accordance with this Agreement and the Policies;
- 2.5.5 provide you with a license to access and make commercial use of the Tidlrs Website as set out in this Agreement for the purpose of facilitating the digital promotion of your brand and your goods and services;

- 2.5.6 work with you in order to facilitate and maintain the smooth technical interface between the Tidlrs Website and your website with a view to providing Users with a smooth and seamless journey between the Tidlrs Website and your website, and vice versa;
- 2.5.7 exercise appropriate website management of the Tidlrs Website to ensure that it is, and continues to be, a high-quality website as regards its technical capabilities, User experience and consistency with the products and services showcased on it by Approved Retailers and with their branding;
- 2.5.8 exercise appropriate commercial management to ensure that only retailers of high quality products or services will be eligible to become Approved Retailers consistent with our commercial objective that each Approved Retailer will be satisfied with the high peer quality of the other Approved Retailers using the Tidlrs Website;
- 2.5.9 have the right to apply the Policies, which we undertake to do in a consistent, non-discriminatory manner at all times;
- 2.5.10 have the right to adjust our Tidlrs Services or Policies at any time in such manner as we may consider likely to enable us to improve our delivery of the high quality of Tidlrs Services referred to in this Agreement; and
- 2.5.11 have the right to adjust our prices from time to time in such manner as we consider appropriate.

2.6 We may provide, update and replace from time to time one or more pages on the Tidlrs Website to showcase curated collections, arrangements and style suggestions and comments using certain of the products and/or Tidlrs Services of Approved Retailers which will be curated by Tidlrs in consultation with relevant Approved Retailers to facilitate the promotion of the relevant Approved Retailers' products and/or services within the luxury lifestyle ambience which the Tidlrs Website is seeking to create, maintain and develop in a manner which is consistent with and sympathetic to the Collections of the relevant Approved Retailers and generally with the brand advertising, marketing and promotional activities and preferences of the relevant Approved Retailers.

2.7 You acknowledge and accept that the transmission of data via the internet is not entirely secure and carries inherent risks, including the risks that the Tidlrs Website or its interface with your website(s) may be targeted and interrupted or misused by hackers, or may be subject to oversight by regulators or officials under relevant surveillance laws and to Viruses, technical outages or shutdowns for reasons outside of our control. In addition, if you use any content provided by a third party, such as software applications provided by a third party, your use of that third party content is at your own risk.

2.8 In addition, the Tidlrs Website will be subject to periodic software upgrading and refreshing which may necessitate some temporary suspension of the Tidlrs Website although Tidlrs will endeavor to provide you with advance notification of any such temporary suspensions and will endeavor to carry out the relevant work at times which minimizes any disruption in the Tidlrs Services. Consequently, you acknowledge and agree that it is not possible for Tidlrs to provide the Tidlrs Services on an entirely fault or interference-free basis at all times despite using our reasonable endeavors to do so.

2.8 We reserve the right to revise or alter the Tidlrs Services at any time, subject always to the terms of this Agreement. The Tidlrs Website provides you and other Approved Retailers with a digital platform to allow Users to access your and their website(s) via the Tidlrs Website in order to view, assess, express their interest in, make enquiries about or purchase products or services of Approved Retailers where the Tidlrs Website, and the Collections on the Tidlrs Website, will have acted as a facilitating intermediary.

2.9 Tidlrs is not and will not act, or be considered to be acting, as either a principal or agent in any sale or purchase of any product or service. Any online or other sale or purchase entered into by any User on the website(s) of any Approved Retailer (such as yourself) where the User's online journey originated on or passed through the Tidlrs Website is a transaction between that User and the relevant Approved Retailer only.

2.10 Tidlrs accepts no legal or other responsibility or liability for any such transaction nor for any failure or alleged failure or delay by any person to honor the terms of any such transaction nor for shipment, delivery, post, packing, insurance, freight forwarding or foreign currency fluctuations concerning any such sale or purchase, nor for any loss (including consequential loss) or damage to any products and/or services nor for any refunds or returns.

2.11 You indemnify us and agree to hold us harmless from any such liability should any person allege or any court or consumer adjudication body (or similar) determine otherwise and in respect of any other loss, claim, costs,

expenses (including legal expenses) or damages suffered by us as a consequence of any failure on your part to comply with any of the terms of this Agreement, any claim by any third party in respect of any content provided by you and which has been posted to the Tidlrs Website pursuant to this Agreement.

2.12 This Clause 2 (Tidlrs Services) shall continue to remain in full force and effect notwithstanding any suspension or termination of this Agreement. You acknowledge and accept that we have no responsibility towards you for the actions or inactions of any User nor for any failure or delay on the part of any User to honor the terms of any online or other purchase made by a User on your website(s) where the User's journey to your website(s) may have originated or passed through the Tidlrs Website or where the User's decision to purchase any product or service from you may have been influenced by his or her having viewed the Tidlrs Website, including your Collection.

2.13 In addition, this Clause 2 shall continue to remain in full force and effect notwithstanding any suspension or termination of this Agreement.

2.14 The Tidlrs Website includes a CMS facility to enable Users to provide their comments about us, the Tidlrs Website or about you or any of our other Approved Retailers or about any of your or their products or services.

2.15 In addition, we may carry out or engage a third party to provide us with analytics on the usage of the Tidlrs Website in order to help us tailor the Tidlrs Website for our intended luxury lifestyle audience and to enhance both the Users' experience of the Tidlrs Website and our commercial relationship with you and other Approved Retailers. We are happy to share this User Feedback and analytics information with you and other Approved Retailers subject to any applicable confidentiality restrictions on our ability to do so.

2.16 We may provide some or all of our Tidlrs Services to you through our parent, Tidlrs Limited, or any other member of its corporate group. Elements of our Tidlrs Services may be provided through (and portions of the Tidlrs Website may integrate programs or features supported or maintained by) third parties. We may make a third-party payment system available to Approved Retailers via the Tidlrs Website (such as PayPal or other third party payment providers) which you may use if you choose to do so. However, we do not accept any liability for the activities of any such third-party payment providers, nor for any loss, damages, cost or expense (including legal expense) which may result from the use or attempted use of any such third-party payment system in respect of any transaction between you and any User, or otherwise.

3. SUBSCRIPTION FEE

3.1 In order to access and retain access to your account and the Tidlrs Website (including your Collection) and participate as an Approved Retailer and have access to the Tidlrs Services, you will pay the relevant Subscription Fee in the amount as set out in the Tidlrs Website page <http://www.tidlrs.com/subscription> (i) on the Commencement Date (or, if not a Business Day, on the first Business Day thereafter), for the period commencing on the Commencement Date and ending on (and including) the day immediately prior to the first Renewal Date; and (ii) on the first Renewal Date and each subsequent Renewal Date (or, in either case if such date is not a Business Day, on the first Business Day thereafter), the Subscription Fee for the twelve-month period commencing on such Renewal Date.

3.2 The amount of the Subscription Fee for any of the Tidlrs Services will be subject to periodic review by us and may be adjusted by us from time to time. We will advise you in writing about any adjustment in the amount of the Subscription Fee at least thirty (30) days prior to the date from which the revised amount thereof is to take effect. No alteration in the amount of the Subscription Fee will be made with retrospective effect, nor will the amount of the Subscription Fee be altered more than once in any twelve-month period. Each time the amount of the Subscription Fee is altered the revised amount thereof will also be posted by us to and will appear on the Tidlrs Website page <http://www.tidlrs.com/subscription> to which you will have access at any time via your secure Password.

3.3 If, following the suspension of your subscription in accordance with Clause 10 (Suspension and Termination), you wish to re-activate your subscription with us then, subject to our agreement to permit you to do so and our notification to you to such effect, your subscription will be re-activated only upon your payment to us of the relevant Subscription Fee.

3.4 All fees are payable in Dollars (or such other currency as we may in our sole discretion agree) in cleared funds by payment to the bank account of Tidlrs' wholly-owned subsidiary, Tidlrs Online FZ-LLC, details of which are set out below or to such other payee or bank account as we may notify to you from time to time. We may alter the details of such payee or bank account on notice in writing to you at any time.

Name of account: Tidlrs Online FZ-LLC

Name of bank: Mashreqbank

Bank account No.:

Sort Code:

Swift:

IBAN:

We may alter the process for paying us by switching to an online payment provider (such as Stripe, PayPal, etc). If we do this we will notify you accordingly and that payment method will then supersede payment to us by any other means as from the date mentioned in our notification to you.

3.5 All fees payable by you are exclusive of any and all applicable taxes and duties, including VAT and/or any applicable sales tax. If VAT or any other sales or other tax or duty is applicable this will be added to the relevant invoice amount and be payable by you. You will provide us with any information we reasonably request to determine if we are obliged to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use or similar transaction tax you will provide us with legally sufficient tax exemption certification for each taxing jurisdiction. If any deduction or withholding is required by law you will notify us and will pay us such additional amounts necessary to ensure that the net amount we receive after deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. In addition, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant tax authority.

4. POLICIES

4.1 You will comply with the Policies at all times.

5. REPRESENTATIONS AND WARRANTIES

5.1 You hereby represent and warrant to us as follows:

2.1.1 the details describing yourself (including as to your legal form, place of residence, incorporation or formation and your address) which are set out at the beginning of this Agreement are true and accurate;

6.1.2 you are in full compliance with all applicable anti-money laundering laws and regulations and, so far as you are aware, with all other laws and regulations pertinent to your due and timely performance of your obligations under this Agreement in accordance with its terms;

6.1.3 you are not a Sanctioned Person or otherwise subject to Sanctions and are not representing or acting on behalf of, or for the account of, or trading with, any person who is a Sanctioned Person or is otherwise subject to Sanctions;

6.1.4 you are entitled to enter into and be bound by this Agreement in accordance with its terms and you have taken all requisite action and obtained all necessary approvals and consents to do so;

6.1.5 all the details provided to us on your Application Form and in any Compliance Documentation which you have provided to us are true, accurate and complete;

6.1.6 the execution, delivery and performance of your obligations under and in compliance with this Agreement will not contravene any applicable law, statute or regulation or any judgment, decree or permit to which you are subject or conflict with or result in the breach of any agreement or other document to which you are a party;

6.1.7 you have all necessary licenses and approvals required to lawfully implement and perform your obligations under this Agreement or any orders which a User may place with you for the purchase of any product or service on your website which has been accessed by that User via the Tidlrs Website;

6.1.8 you have not failed to pay any debt of a material amount relative to your total borrowings or failed to perform any material obligation relating to your performance of any agreement similar or analogous to this Agreement; and

6.1.9 this Agreement, once executed by you, constitutes a legal, valid and binding commitment on your part and you are not entitled to claim and will not claim any diplomatic or other immunity in relation to the enforceability of any of the terms of this Agreement. Each of the above representations and warranties will be deemed repeated by you on each Renewal Date subject to such alterations thereto as you may notify to us in writing prior to such Renewal Date.

6. UNDERTAKINGS

6.1 You hereby undertake to us as follows:

5.1.1 you will construct, maintain, update and manage your Collection in accordance with the Policies;

6.1.2 you will use all reasonable endeavors to rectify and assist us to rectify any software malfunction or interface issue which is preventing or impeding in any way a smooth and efficient user journey between the Tidlrs Website and your website(s) which are accessed or intended to be accessed from the Tidlrs Website, and vice versa;

6.1.3 you will use all reasonable endeavors to ensure that all data used in your Collection or which is supplied electronically by you (or by any third party acting on your behalf or instructions) to us is free from any Virus;

6.1.4 you will take appropriate security precautions to ensure the safety and security of any and all passwords and security devices provided to you by us for your use in connection with your Collection or generally regarding the interface between your website(s) and the Tidlrs Website;

6.1.5 you will inform us as soon as you have reason to suspect or believe that a password or security device has or is likely to become known to someone who is not authorized to use it, or is being or may be used in an unauthorized manner;

6.1.6 you will inform us as soon immediately if you forget or lose any password and will participate in such security steps as we deem appropriate in order to obtain a new password;

6.1.7 you will keep confidential any and all User Feedback and usage analytics data we provide to you in accordance with this Agreement. We will notify you as soon as possible in the event we become aware or have reason to suspect or believe that there is or may be a breach of security such as unauthorized use relating to any password or security device provided by us and we may require you to change your password or reboot or change your security device and may suspend any or all of the Tidlrs Services until such remedial security action is taken by you;

6.1.8 you will ensure that you are at all times in compliance with all applicable anti-money laundering laws and regulations and will provide us with appropriate Compliance Documentation to verify the same if so requested by us;

6.1.9 you will comply with all applicable Sanctions in force from time to time;

6.1.10 you will ensure that no products or Tidlrs Services marketed or to be marketed by you on the Tidlrs Website are Prohibited Items or Prohibited Service and no products or services marketed or to be marketed by you on the Tidlrs Website will be sold, offered for sale, advertised or marketed to any person who is under any applicable age limit relating thereto; and

6.1.11 if you are an authorized agent, distributor or licensee for any product or service which you market or intend to market on the Tidlrs Website, you will not use the Tidlrs Website in a manner which is or may reasonably be considered to be in breach of the terms (including the terms of any territorial or other geographical restriction) of any agreement or license you may have with the principal or a higher-tier agent, distributor or licensee) of such product or service or of any component part or software used in any such product or service.

6. YOUR COLLECTION

6.1 Your Collection on the Tidlrs Website provides you with page(s) on the Tidlrs Website for you to promote yourself, your brand and your products and/or services by selecting our Standard Package and, if you wish, by selecting one of more Enhancements to enable you to tailor your Collection to your exact requirements based on whichever of our Collection templates you select as being most appropriate for yourself, your brand and your products and/or services. We believe that you are the person best-placed to construct, maintain, update and manage the material, images, audio/visual and other advertising, advertorial and other marketing material and data for promoting yourself, your brand and your products and/or services and we want to provide you with the promotional freedom to do so in your Collection in the manner which you consider best suits your brand and your products and/or services. However, we reserve the right to step-in and take control over any Collection if we consider that the Approved Retailer responsible for that Collection is not complying with this Agreement or any of our Policies.

6.2 You will ensure that your Collection maintains a high standard of presentation and at all times satisfies our Policies in this regard. You agree to comply promptly with any and all reasonable instructions we may issue concerning your Collection to bring it into full compliance with our Policies.

6.3 You will ensure that all information on your Collection and on your own website, to whom Users of the Tidlrs Website might subsequently access, concerning yourself or your products or services is true, accurate, up-to-date, complete and not misleading, including all information concerning price, delivery costs (including all relevant foreign exchange, tax (including any value added tax, or other applicable purchase or sales tax) and postage and packing costs) and delivery times.

6.4 You will not use your Collection (or any other application or feature of the Tidlrs Website) to advertise, market, offer for sale or hire, nor to solicit an offer to purchase or rent, any Prohibited Items or Prohibited Services. In particular you will ensure that none of the information on your Collection is or is reasonably likely to be considered by Users, any relevant regulatory authorities or third parties with relevant proprietary rights to be: (i) offensive, indecent, obscene, pornographic, menacing, abusive, defamatory or in poor taste; (ii) in breach of any Intellectual Property Rights or constitute an invasion of privacy; (iii) fraudulent or to involve the sale or advertisement of any counterfeit or stolen goods; (iv) in breach of any relevant laws, regulations or generally accepted industry codes of practice such as (but not limited to) those concerning e-commerce, distance selling, data protection, tax (including any relevant value added, purchase or sales tax), export controls, anti-money laundering, sanctions, consumer protection, advertising or trading standards; (v) adversely affect the reputation of Tidlrs or its brand or the reputation or brand of any other Approved Retailers or third party; (vi) containing any Virus or otherwise cause the functionality of the Tidlrs Website or of any Collection or website of any other Approved Retailer or User to be or become interrupted, damaged or impaired in any way.

6.5 You will ensure that if any product or service shown on your Collection is out of stock or otherwise is not available then either this information will be displayed on your Collection or will be removed from your Collection. Where any User places an order for or purchases any product or service on your website which appears on your Collection or otherwise on the Tidlrs Website you will comply fully and promptly with the terms applicable to the sale of that product or service in accordance with the terms and conditions specified on your website and all other relevant laws and regulations.

6.6 You have complete discretion over how you wish to price your products or services and on how you wish to describe or categorize them and you may show them in more than one category if you so wish, subject always to (i)

you not applying any policy or practice (including any pricing, marketing, promotions or delivery policy or practice) which discriminates against or disadvantages any User who accesses or attempts to access your website via the Tidlr Website as compared to any user of your website who accesses your website other than via the Tidlr Website or which seeks to discourage or be reasonably likely to discourage use of the Tidlr Website in any way and (ii) your compliance with the terms of this Agreement and all relevant Policies. You will activate your Collection within six (6) months of the Commencement Date failing which we may suspend or terminate your participation with your Collection or this Agreement.

6.7 You will ensure that you are at all relevant times in compliance with applicable anti-money laundering laws and regulations and Sanctions and will promptly provide us with appropriate Compliance Documentation to verify the same if requested by us to do so. If you are or have contracted with an authorized agent or distributor for any products or services, you will not use your Collection or any other part of the Tidlr Website to market or advertise such products or services to the extent it would violate the terms of any such exclusivity, distribution or agency agreement or license in any given territory or in respect of any given products or services.

7. ETHICAL SOURCING

7.1 You will use all reasonable endeavors (and will require your suppliers) to consistently provide an environment which protects your and their employees' health and safety and basic human rights. In addition, you will use all reasonable endeavors (and will require your suppliers) to comply with relevant employment laws and regulations with particular regard to minimum wage laws, minimum age of employment, freely chosen employment, health and safety, freedom of association and the right to collective bargaining, non-discrimination, no harsh or inhumane treatment, working hours regulations and terms of employment.

8. DEFAULT

8.1 You will be considered to be in default of your obligations under this Agreement if you:

6.1.1 fail to pay any fee payable by you in accordance with Clause 3 (*Fees*) within ten (10) days of the date of the relevant fee invoice from us;

6.1.2 do not provide us with whatever information is required to ensure your continued due compliance with the provisions of this Agreement (including providing us with Compliance Documents in a timely manner if requested to do so by us);

6.1.3 any of the information which you have supplied in your Application Form or pursuant to this Agreement or any such further information is or is found to be inaccurate or incomplete;

6.1.4 are or become a Sanctioned Person;

6.1.5 fail to comply with any of your other obligations under this Agreement following notification thereof by us and you either (a) fail to remedy such default within thirty (30) days of such notification or (b) do not dispute that it you are in default in writing on reasonable legal grounds within such thirty (30) day period and if you do so dispute that you are in default then such matter shall fall to be determined in accordance with Clause 14 (*Dispute Settlement*); or

6.1.6 are or become or are declared or declare yourself to be bankrupt or insolvent or if any proceedings are commenced against you for your bankruptcy, winding-up, receivership, administration (or any analogous process) other than one for the purposes of a corporate restructuring or merger where the entity to emerge from such restructuring or merger is or will continue to be bound by the terms of this Agreement and will have a commercial substance and creditworthiness which is not materially less than you had immediately prior to such corporate restructuring or merger.

5.2 We will be considered to be in default of our obligations under this Agreement if we:

6.2.1 fail to comply with any of our obligations under this Agreement following notification thereof by you and we either (a) fail to remedy such default within thirty (30) days of such notification or (b) do not dispute that it we are in default in writing on reasonable legal grounds within such thirty (30) day period and if we do so dispute that we are in default then such matter shall fall to be determined in accordance with Clause 14 (*Dispute Settlement*); or

6.2.2 are or become or are declared or declare ourselves to be bankrupt or insolvent or if any proceedings are commenced against us for our bankruptcy, winding-up, receivership, administration (or any analogous process) other than one for the purposes of a corporate restructuring or merger where the entity to emerge from such restructuring

or merger is or will continue to be bound by the terms of this Agreement and will have a commercial substance and creditworthiness which is not materially less than we had immediately prior to such corporate restructuring or merger.

6. SUSPENSION AND TERMINATION

6.1 Either party may terminate this Agreement at any time on three (3) months written notice to the other party. Either party may terminate this Agreement (which will automatically also suspend your subscription with us) immediately on written notice to the other in the event of any default by that other party as set out in Clause 9 (*Default*) which, if capable of remedy, is not remedied within the applicable cure period set out in Clause 9 (*Default*).

6.2 We may suspend your subscription at any time on written notice to you if you fail to comply with the terms of this Agreement (including any of the Policies) for such period as we may notify to you, and we may alter the period of such suspension by further notification to you at any time during a period of suspension. During the period of such suspension you will not be permitted to use the Tidlrs Website (including your Collection, if any). Your release from any such suspension and re-activation of your subscription to enable you to re-commence using the Tidlrs Website and your Collection will be conditional on our notifying you of such release and you paying the relevant Subscription Fee in accordance with Clause 3 (*Fees*). Our right to suspend your subscription shall not in any way prejudice or limit our right to terminate this Agreement in accordance with the terms of the preceding paragraph.

6.3 Suspension or termination of this Agreement shall not in any way prejudice or affect the rights and obligations of the parties which have accrued prior to such suspension or termination and in particular such suspension or termination shall not prejudice or affect your liability to pay any and all fees which may be outstanding as at the date of such suspension or termination, which shall continue to be due and payable in accordance with the terms of this Agreement notwithstanding any such suspension or termination. The provisions of Clauses 1 (*Definitions*), 2 (*Tidlrs Services*), 9 (*Default*), 10 (*Suspension and Termination*), 11 (*Notices*), 12 (*Confidentiality*), 13 (*Governing Law and Jurisdiction*), 14 (*Dispute Resolution*) and 15 (*Miscellaneous*) shall continue notwithstanding any suspension or termination of this Agreement in respect of any matter which has arisen or is alleged to have arisen prior to or in respect of any period prior to the date of such suspension or termination.

7. NOTICES

7.1 Any communication to be given in connection with this Agreement shall be in writing in the English language and shall either be delivered by hand or sent by courier or by email to the other party at its address set out above or to such other address as it may notify to the other party for such purpose. A communication sent in accordance with this Clause 11 (*Notices*) shall be deemed to have been received: (i) if delivered by hand, at the time of delivery; or (ii) if sent by courier, on the second day after dispatch by courier if to an address within the same country as the party from whom such communication is made or in the case where the address is to one in a different country then on the fifth day after posting; or (iii) if sent by email at the time of sending to the email address of the party to whom such communication is intended to be sent. For such purposes the respective email addresses of the parties as at the date of this Agreement are, in our case: admin@tidlrs.com and in your case, the email address provided in your Application Form or as subsequently notified by you to us in respect of your online account with us. You will be deemed to have received any email sent to you at such email address, whether or not you actually receive the email. In addition to notification in accordance with the above, we may provide any notice to you under this Agreement by posting a message to you via the Tidlrs Website using the Password-protected page allocated for this purpose as set out in Clause 11.4 below.

7.2 If, under the above provisions, a communication would otherwise be deemed to have been received outside normal business hours in the place of receipt, being 9:30 a.m. to 5:30 p.m. on a Business Day in the place of receipt, it shall be deemed to have been received at 9:30 a.m. on the next day which is a Business Day in such place. In proving service of any communication, it shall be sufficient to show that delivery by hand was made or that the envelope containing the communication was properly addressed and couriered or that the email was sent to the correct email address, whether or not opened or read by the recipient.

7.3 A party may notify the other party of a change of its name, address or email address for the purposes of this Agreement, provided that such notification shall only be effective: (a) from the date specified in the notification as the date on which the change is to take effect, or (b) if no date is specified or the date specified is less than five (5) days after the date on which notice is deemed to have been served, the date falling five (5) days after notice of any change is deemed to have been given. The provisions of this Clause 11 (*Notices*) shall not apply in respect of the service of any claim form, application notice, order, judgment or other document relating to or in connection with any proceeding, suit or action arising out of or in connection with this Agreement and in respect of which any other applicable rules of English law apply.

7.4 In addition to formal notifications under this Agreement your email address may also be used by us to communicate with you in connection with your account with us or generally. You and we may also communicate with each other via the Tidlrs Website using the Password-protected page allocated for this purpose at <http://www.tidlrs.com/communications>.

8. CONFIDENTIALITY

8.1 The parties agree that save: (i) as required by applicable law or regulation (including any regulation of any stock exchange on which a party's shares may be or listed or traded or are to be listed or traded; or (ii) as the parties may otherwise agree in writing from time to time, they will keep the terms of this Agreement confidential.

8.2 Notwithstanding the foregoing, either party may disclose the terms of this Agreement on a confidential basis to its directors, officers, employees, agents and advisors who reasonably need to know such information in connection with the party's performance of this Agreement. In addition, either party may also disclose this Agreement to other members of its corporate group, including any of its subsidiaries, and to actual or potential investors or financiers and their respective advisors (subject to them agreeing to keep the terms of this Agreement confidential or to the extent disclosure is required by any applicable stock exchange or other disclosure laws or regulations).

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of England. The Courts of England shall have exclusive jurisdiction to hear, settle and adjudicate any matter, claim, dispute or controversy (whether contractual or non-contractual) howsoever arising out of or in connection with this Agreement, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Courts of England for all such purposes. Each party irrevocably waives any right it may have that the Courts of England are not a convenient forum for any such matter.

10. DISPUTE RESOLUTION

10.1 In the event of any difference or dispute arising between the parties in relation to this Agreement they shall use all reasonable endeavors to settle their differences or dispute amicably and in a manner which does not create any publicity of their difference or dispute or the existence or nature thereof.

10.2 However, notwithstanding the foregoing, either party may commence proceedings in accordance with Clause 13 (*Governing Law and Jurisdiction*) if it considers that it may be prejudiced or in any way prejudiced if it does not do so or if the difference or dispute is not settled amicably by the parties within thirty (30) days of either party notifying the other party of the subject matter and basis of the difference or dispute.

11. MISCELLANEOUS

11.1 This Agreement is drawn up in the English language. If this Agreement is translated into another language the English language text shall prevail in the event of any ambiguity and shall be the sole text used in interpreting the Agreement in any court, conciliation or arbitration proceeding.

11.2 This Agreement (and the Policies) may be updated or amended by us at any time and from time to time. You will be given an opportunity to agree or not agree to any such update or amendments prior to the same taking effect. If you do not agree to any such update or amendment, then this Agreement and your subscription will be terminated with immediate effect.

11.3 You may update or alter your Password from time to time in accordance with the information for doing this provided on the Tidlrs Website. In the event of any doubt about the validity or accuracy of your Password you agree that it shall be such password as we may confirm and which confirmation from us shall be final and binding, save in the case of manifest error.

11.4 The parties do not intend that any person who is not a party to this Agreement shall have any right to enforce any provision hereof, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (as the same may be amended from time to time) or otherwise.

11.5 Neither we nor our Affiliates shall be liable for any indirect or consequential loss, loss of profits or business or business opportunity or for damages or expenses deriving from any of the provisions of this Agreement or

otherwise. If you are using any of the Tidlrs Services on behalf of any party and these terms do not meet that other party's needs or are inconsistent with any relevant law you will immediately discontinue using the Tidlrs Services.

11.6 This Agreement may be executed in any number of counterparts each of which when duly executed shall be of equal validity. If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.

11.7 We shall have the right to set-off any amount outstanding against any monies which we or any of our Affiliates may be holding for you or which would or might otherwise be due by us to you.

11.8 This Agreement shall be binding on each party's lawful successors in title and its assignees or transferees. You may not assign or transfer all or any of your rights or obligations under this Agreement without our prior written approval, which may be withheld or delayed in our absolute discretion, save in the case of any assignment or transfer by you to another member of your corporate group which is permitted provided you duly notify us of the same not later than thirty (30) days following the date on which such assignment or transfer takes effect. Tidlrs may assign or transfer all or any of its rights or obligations under this Agreement to any person or persons it chooses and it may alter the bank or bank account to whom any fees or other sums are payable by you under this Agreement by giving you written notice thereof, such notice taking effect as from the date specified in such notice.

11.9 All costs of any kind, including legal costs, relating to any such assignment shall be borne by the party seeking such assignment.

11.10 Data collected and retained by us in relation to our Retailers is maintained by us and is subject to applicable laws and regulations and in accordance with our Policies. Data may be maintained by us inside or outside the European Union.
