StoreFeeder Customer Terms and Conditions

Version 1.5. Revision date: 4 November 2026.

Wherever StoreFeeder Ltd (the Supplier, Us, We, Our) provides a customer (the Customer, You, Your) with Services, the following conditions shall apply to the exclusion of any other terms that You might provide to Us. Please read the following conditions carefully.

If You have any questions, please do not hesitate to contact Us. The Customer's **SPECIFIC ATTENTION** is drawn to the provisions of clause 8 which provides important limitations upon Our liability to You.

1. Interpretation

1.1. Definitions. In these Conditions, the following definitions apply:

Bribe: I. Any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or II. Anything that would amount to an offence of bribery or corruption under Applicable Law; and "Bribes", "Bribed", "Bribery", "Bribing" and other variants of "Bribe" shall be construed accordingly.

Business Day: A day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.

Charges: The charges payable by the Customer for the supply of the Services in accordance with clause 4.

Commencement Date: Has the meaning set out in clause 1.4.

Conditions: These terms and conditions, including any Schedule that forms part of the Contract under clause 12.9(b), as amended from time to time in accordance with clause 12.9. Terms defined in paragraph 0 of Schedule 1 (including Account User, AI Provider, Authorised Representative, MCP Connection and Permitted MCP Data) have the same meaning throughout these Conditions.

Contract: The contract between the Supplier and the Customer for the supply of Services comprising and in accordance with the Order for Services, these Conditions and any Schedule that forms part of the Contract under clause 12.9(b).

Controller, data subject, personal data, special category data, supervisory authority, processing, processor and "appropriate technical and organisational measures": shall have the meanings given to them in the Data Protection Laws.

Customer: The person or firm who purchases Services from the Supplier.

Data Protection Laws: Means the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended or superseded, the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR") (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals.

Deliverables: The deliverables produced by the Supplier for the Customer.

Free Trial Period: Means an agreed period starting from the Commencement Date in which the Customer may use the Services free of charge (if this has been agreed).

Initial Term: Means the period after expiry of the Free Trial Period which starts on the Subscription Date and continues for a period of: (i) 1 month where the Order for Services contains a monthly plan; or (ii) 12 months where the Order for Services contains an annual plan.

Intellectual Property Rights: All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order for Services: The Customer's order for Services.

Renewal Period: Means recurring periods of: (i) 1 month where the Order for Services contains a monthly plan: or (ii) 12 months where the Order for Services contains an annual plan.

Required Termination Notice Period: Means: (i) at least 1 month prior to the end of the Renewal Period following the expiry of such notice, where the Order for Services contains a monthly plan: or (ii) at least 3 months but not more than 6 months prior to the end of the Renewal Period following the expiry of such notice, where the Order for Services contains an annual plan.

Services: The services to be supplied by the Supplier to the Customer as set out in the Order for Services once the Order for Services has been accepted by the Supplier in writing.

Subscription Date: Means date of expiry of the Free Trial Period (where applicable).

Supplier: StoreFeeder Ltd t/a "StoreFeeder", 185 Farringdon Road, London, EC1A 1AA registered in England and Wales with company number 06585175.

Supplier's Website: www.storefeeder.com.

Training: Such training in relation to the Services as the Supplier may reasonably require the Customer to undertake from time to time.

User: any end user, purchaser, customer or client of the Customer or its goods or services.

Term: Means the Initial Term plus any Renewal Period(s) together.

1.2. Construction. In these Conditions, the following rules apply:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) A reference to a party includes its successors or permitted assigns;

(c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) A reference to writing or written includes fax and e-mails.

1.3. Order & Payment. The Order for Services together with any payment constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

1.4. Order Acceptance. The Order for Services shall only be deemed to be accepted by the Supplier upon the written confirmation from the Supplier of the Supplier's willingness to provide the Services at which time the Contract shall come into existence (Commencement Date).

1.5. Supply Of Services. The Supplier shall be under no obligation to supply Services until such time as a formal acceptance has been sent in accordance with clause 1.4.

1.6. Contracted Services. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

1.7. Promotional Material. Any descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's Website, catalogues, or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

1.8. Contractual Exclusion. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.9. Quotation Time Limitation. Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.

2. Supply Of Services

2.1. Services Specified. The Supplier shall supply the Services to the Customer in accordance with the accepted Order for Services in all material respects.

2.2. Provision Is Reliant Upon. The Services shall be supplied upon receipt by the Supplier of the Charges as set out in clause 4.1.

2.3. Software Performance. The Supplier shall use all reasonable endeavours to meet any agreed performance dates, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

2.4. Compliance With Legal Obligations. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

2.5. Reasonable Care And Skill. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

2.6. Free Trial. In circumstances where the Customer has utilised a free trial the right to utilise the Services shall expire automatically upon the expiry of the Free Trial Period until payment for any ongoing Services has been made in accordance with these Conditions.

2.7. Training Services. At its sole discretion, the Supplier shall initially provide the support training that it deems necessary to enable the Customer to become familiar with the Supplier's Services. If additional training after the go live date is required or refresher training is requested due to staff turnover, this can be arranged and agreed at an additional cost once the additional training requirements have been assessed and agreed.

3. Customer Obligations

3.1. The Customer shall:

(a) **Sales Channel Access:** Give the Supplier complete access to all of the Customer's selling channels, web site(s) & product details.

(b) **Data Accuracy:** Ensure that the terms of the Order for Services and any information it provides are complete and accurate;

(c) **Co-operation:** Co-operate with the Supplier in all matters relating to the Services;

(d) **Access To Premises:** Provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

(e) **Service Provision Exploration:** Provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(f) **License Obligation:** Obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start;

(g) **Training Completion:** Promptly and diligently complete Training when reasonably requested by the Supplier to do so.

(h) **Eligibility:** As an express condition of being permitted to use the Services, the Customer represents and warrants that it is a body corporate or is an individual of at least eighteen years of age (18).

3.2. Access and security for the Customer's account

(a) **Keep Account Access Details Confidential:** After the Supplier has provided the Customer with the relevant credentials to access the account, the Customer will implement and maintain sufficient security procedures and measures to ensure that: I. Access details (including all passwords created to access the account) are kept strictly confidential; and II. Any Users keep access details confidential.

(b) **Notification of security issues:** The Customer must notify the Supplier immediately in writing if, the Customer or a User suspect that: I. Any access details or any security procedures are lost or misused or are disclosed to or are known by any person other than one of the Users, II. Any access details have been stolen, or III. There is any failure to comply with the Supplier's instructions and guidelines.

(c) **Liability Limitation:** The Supplier is not responsible or liable for any wrongful use or security breach on the Customer's account, nor any losses incurred by the Customer or Users where the Customer has failed to comply with these terms and conditions.

(d) **Account Restriction:** The Supplier reserves the right to suspend or invalidate the access details at any time and at the Supplier's discretion without notice whether caused by failures in the Customer's security measures and/or the Customer's systems or failures in the Supplier's systems or security measures.

(e) **Account Owner:** Each Customer account must have a user account that is marked as the 'Account Owner'. This is a requirement so that changes to terms as well as important, sensitive, or financial information regarding the Customer account can be directed to one individual and not all users on the Customer account.

3.3. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) **Service Suspension:** The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) **Liability Limitation:** The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 3.3; and

(c) **Recovery Of Cost:** The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4. Charges & Payment

4.1. The Charges for the Services shall be set out in the Order for Services:

(a) **Service Payment:** At the completion of any agreed trial period, any continuation of Services shall be paid for by the Customer in advance of the agreed Initial Term by way of credit or debit card payment. Thereafter, subsequent service payments will need to be paid by the Customer a month in advance of the agreed Renewal Period for the continued provision of service by way of credit or debit card payment, by direct debit, standing order or by any other payment method

reasonably determined by the Supplier.

(b) **Charges:** The Charges shall be calculated in accordance with the Supplier's standard fee rates, as set out in the Order for Services. All invoices shall be issued in the currency set out in the Order for Services.

(c) **Customer Turnover:** The Customer acknowledges that the Charges are calculated depending on the Customer accurately declaring its annual turnover and number of users. If the Customer annual turnover or number of users changes during the provision of the Services, it shall promptly notify the Supplier so that the Charges may be adjusted accordingly with the current pricing policy. The Supplier reserves the right to audit the Customer's annual accounts to verify the Customer's compliance with this Clause 4. If the Charges are to be adjusted, the Supplier shall provide the Customer with at least one months' notice in the case of a monthly plan and at least two months in the case of an annual plan and any revised Charges shall be applicable from the next day following the expiry of such notice period.

(d) **Expenses:** The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

4.2. Invoice Frequency: The Supplier shall invoice the Customer monthly in advance where the Order for Services contains a monthly plan or 12 months in advance where the Order for Services contains an annual plan which shall be generated at the point of sale.

4.3. Prompt Payment: Payment shall be received net 15 days of the invoiced date.

4.4. Value Added Tax (VAT): All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

4.5. Right To Charge Interest: Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Royal Bank of Scotland's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

4.6. Cancellation Charges; If the Customer or Supplier terminates the Contract, or if the Supplier suspends the Customers access to the Services, the Customer agrees that the Supplier shall have no liability or responsibility to the Customer and the Supplier is not obliged to refund any Charges that the Customer has paid, to the extent permitted by law. The Customer will remain liable for any Charges due under the remainder of the Term.

4.7. Free Trial: Where a 'free trial' has been agreed with the Customer the obligations to pay the Charges as set out in this clause 4 are suspended for the Free Trial Period only. Upon expiry of the Free Trial Period the Customer's obligation to pay for the Services in accordance with this clause shall commence forthwith. Any ongoing use of the Services by the Customer shall constitute an acceptance by the Customer that the Customer's obligation to pay the Charges shall commence immediately.

5. Intellectual Property Rights

5.1. Supplier Intellectual Property Rights: All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

5.2. Third Party Intellectual Rights: The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is

conditional on the Supplier obtaining a written license from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

6. Confidentiality

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 6 shall survive termination of the Contract.

7. Term and Renewal

7.1. Contract Start Date: Certain services involve an initial Free Trial Period. Where this is the case the Customer agrees to be bound for the duration of the trial period unless the Customer gives notice to terminate in accordance with the terms of that trial period.

7.2. Automatic Renewal: After expiry of the Free Trial Period (where there is one), the Contract will continue in force for the applicable Initial Term and shall automatically renew for the applicable Renewal Periods unless the Customer notifies the Supplier in writing of their intention to terminate within the Required Termination Notice Period when the Contract will end at the end of the Initial Term or Renewal Period following the expiry of the Required Termination Notice Period.

8. Limitation of liability. The customer's attention is particularly drawn to this clause.

8.1. Exceptions To Limited Liability: Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) Fraud or fraudulent misrepresentation; or

(c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2. Limitation Of Liability (Subject to clause 8.1):

(a) The Customer is by this Contract made aware of and acknowledges that in order to provide the Services under this Contract the Supplier relies upon information and services supplied by either the Customer or third parties including: i. Online retailers such as Amazon or eBay who, for example, advise the Supplier of the number of orders placed for the Customer's products; ii. Independent web hosting service suppliers who store and process data on the Supplier's behalf; iii. The Customer and the Customer's agents who update and / or process information managed by the Customer including, by way of non-exclusive example: Customer's account information; product listings; Customer's stock levels; the Customer's own customer's orders; and any other information or data relating to the Customer's business which the Customer processes or manages.

(b) The Customer acknowledges and agrees that Supplier shall not be responsible for the Customer's losses arising as a result of: i. Inaccurate or late information or data supplied by the Customer, or the third parties referred to in (a) above; or ii. "down time" arising from the actions of third-party web hosting and / or other similar service providers; or iii. The failure of the Customer to follow the reasonable written or oral instructions of the Supplier; or iv. A failure to complete Training as requested by the Supplier; or as these issues are beyond the control of

the Supplier and the provisions of clause 8.2(c) and 8.2(d) shall apply to this Contract.

(c) The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of data or any indirect or consequential loss arising under or in connection with the Contract or otherwise however arising; and

(d) The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Customer under the terms of the Contract.

(e) The Customer agrees that to the extent its liabilities may exceed those set out in this Contract that it shall obtain appropriate insurance to cover those liabilities or shall seek to agree in writing a higher limit of liability.

(f) Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

(g) This clause 8 shall survive termination of the Contract.

9. Termination

9.1. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) **Material Breach:** The other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing of the breach;

(b) **Insolvency Or Bankruptcy:** The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) The other party (being an individual) is the subject of a bankruptcy petition or order;

(f) A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 28 days;

(g) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) A floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) Any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(i) (inclusive);

(k) The other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(l) The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

9.2. Termination for Sanctioned Entity: Without limiting its other rights or remedies, the Supplier may terminate the Contract to the extent that the Customer is subject to any sanction, prohibition or restriction under applicable laws that might (in the Supplier's discretion) affect the provision of the Services.

9.3. Termination For Non-Payment: Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.4. Notice by The Supplier: Subject to 9.5 below and without limiting its other rights or remedies, the Supplier shall have the right to terminate the Contract by giving the Customer 30 days written notice at any time and without being required to give any reason for such termination. If the Supplier exercises this right, it shall refund to the Customer any Charges paid by the Customer relating to the remainder of the Initial Term or the Renewal Period during which such notice expires.

9.5. Suspension Of Service: Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.6. Free Trial: Where a 'free trial' has been accepted by a Customer the following provisions shall apply:

(a) The right to utilise the Services shall end automatically upon the expiry of the Free Trial Period until such time as the Customer pays the Charges in accordance with Clause 4 of these Conditions;

(b) In the event that the Customer continues to utilise the Services after the expiry of the Free Trial Period then the Customer's obligations as set out in these Conditions shall come into immediate and full effect.

(c) The Supplier reserves the right to terminate the free trial with immediate effect in the event that the Customer is in material breach of any of these Conditions.

10. Consequences of Termination

On termination of the Contract for any reason:

(a) **Settlement Of Unpaid Invoices:** The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) **Return Of Equipment Provided:** The Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) **Outstanding Obligations:** The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) **Post Termination Clause:** Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. Data Protection

11.1. Data Controller: The Customer acknowledges that it is a controller, and the Supplier is the processor and the Customer shall alone determine the purposes for which and the manner in which personal data are or are to be processed. The Customer is representing that it has obtained any necessary consents to use the personal data with the Services. Furthermore, the Customer acknowledges that the Services provided by the Supplier give the Customer control over access, additions, deletions, modifications and monitoring of personal data.

11.2. Obligations: Each party shall comply with its obligations under the Data Protection Laws and to the extent that the Supplier processes data on behalf of the controller, the Supplier shall:

(a) **Appropriate Technical and Organisational Measures:** Have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk;

(b) **Sub-Processor Permission:** Not engage any sub-processor without the prior specific or general authorisation of the Customer. The Customer hereby provides general authorisation for the Supplier's use of IT and cloud service providers engaged as sub-processors as at the date of this Contract for the purpose of fulfilling the Services. Where the Supplier intends to appoint a new sub-processor or replace an existing sub-processor, the Supplier shall notify the Customer's account owner by email at least 30 days in advance of the proposed change, giving the Customer the opportunity to object to the change on reasonable data protection grounds. Where the Customer raises a reasonable objection, the parties shall work together in good faith to resolve the objection. If the parties are unable to resolve the objection before the proposed change takes effect, the Customer may terminate the affected Services without penalty by notifying their account manager or the Supplier's Customer Support team by email.

(c) **Contractually Bound:** Ensure that terms similar to those in this Clause 11 are agreed with any sub-processor and that each sub-processor shall be obligated to act at all times in accordance with duties and obligations similar to those of the Supplier under this Clause 11. The Supplier shall remain liable to the Customer for the acts and omissions of its sub-processors.

(d) **Customer Permission:** Process that personal data in accordance with the Customer's documented instructions and to perform its obligations under this Contract or other documented instructions from the Customer and for no other purpose save to the limited extent required by law;

(e) **Data Retention:** Upon request, following termination or expiry of this Contract, destroy or return (as the Customer directs) all personal data (and copies) except to the extent that the Supplier is required to retain a copy of the personal data by law;

(f) **Appropriate Access To Personal Data:** Ensure that all persons authorised to process the personal data are subject to obligations of confidentiality;

(g) **Compliance:** Make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Contract and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer of the Supplier's data processing facilities in order to ascertain compliance with Article 28 GDPR and this Clause 11. Such audits and inspections to be subject to the following conditions: i. The Supplier shall be given at least fourteen (14) days' notice prior to an audit or inspection; ii. Audits and inspections shall take place during the

normal business hours of the Supplier as set by the Supplier; iii. The Customer and/or their mandated auditor shall prior to carrying out an audit or inspection, agree to any reasonable non-disclosure agreement required by the Supplier; and iv. The Customer shall be liable for all costs (including the Supplier's costs) in relation to such an audit or inspection.

(h) **Instructions:** The Supplier shall immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Laws.

(i) **Assist Compliance:** Taking into account the nature of the processing and the information available to the Supplier, provide assistance to the Customer in connection with the fulfilment of the Customer's obligation as a controller to respond to requests for the exercise of data subjects' rights, to the extent applicable;

(j) **Security Of Processing:** Provide the Customer with assistance upon request in ensuring Customer's compliance with its obligations concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities, to the extent applicable to the Customer taking into account the nature of the processing and the information available to the Supplier;

(k) **Assistance Customer Data Protection Enforcement:** Assist the Customer in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the personal data;

(l) **Data Breach:** Without undue delay notify the Customer in writing about: i. Any personal data breach which the Supplier becomes aware in respect of personal data that it processes on behalf of the Customer; ii. Any request for disclosure of personal data by a law enforcement authority (unless otherwise prohibited); and iii. Any access request or complaint received directly from a data subject (without responding unless authorised to do so).

(m) **Assist Costs:** The Supplier shall be entitled to charge the Customer a fee for carrying out its obligations in relation to paragraphs g, i, j and k above.

11.3. International Transfers: In respect of any personal data to be processed by the Supplier pursuant to this Contract for which the Customer is the controller the Supplier shall not transfer the personal data outside the United Kingdom (or, where the EU GDPR applies to the processing, outside the EEA) or to an international organisation without ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the personal data in accordance with the Data Protection Laws. This clause 11.3 applies to transfers that the Supplier initiates, including to its sub-processors. Responsibility for making personal data available to an AI Provider or other third party that the Customer appoints is set out in Schedule 1.

11.4. Details of Processing Activities: The details of processing activities are set forth below:

(a) **Type and Scope of Processing of Personal Data:** The Supplier processes personal data collected from the Customer's use of the Services or transferred from Customer to Supplier per Customer's instructions within the Scope of the Services as agreed in for the duration of the applicable Order for Services. Where the Customer enables the MCP Connection, this includes making Permitted MCP Data available to the Customer's AI application in accordance with Schedule 1.

(b) **Data Subjects;** Data subjects may include Customer's end users, customers, prospects, business partners, vendors, contractors, employees, agents and advisors.

(c) **Categories of Personal Data;** The personal data processed by Supplier may include the following categories of data as determined at the sole discretion of the Customer: (i) personal details and contact information including name, address, e-mail address, title, position, contact information, unique user IDs (such as cookie IDs) and marketing profiles; and (ii) documents and content: documents, images, and content uploaded to the Services in electronic form which may contain any type of personal data or special category data.

11.5. Sales Channel Access: Pursuant to clause 3.1(a) of these conditions, where the Supplier is given access to the Customer's Sales Channels the Customer acknowledges that the Sales Channel may provide the Supplier with personal data and therefore the Supplier shall be entitled to treat any instruction from a Sales Channel as if they were the Customer's own instructions. To the extent there are any conflicting instructions, the Customer shall remain liable.

12. General

12.1. Force majeure:

(a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

12.2. Assignment and subcontracting:

(a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.3. Notices:

(a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or sent by fax to the other party's main fax number.

(b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

(c) This clause shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail, except as set out in clause 12.3(d).

(d) Notices under clause 11 or Schedule 1 or 2 (including notice of sub-processor changes and of changes to a Schedule) may be given by email to the Account Owner or by notice displayed in the Services. This clause 12.3(d) does not apply to notices of breach or termination.

12.4. Waiver:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial

exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12.5. Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.6. No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.7. Bribery:

(a) Each party warrants and represents that in entering into this Agreement and by requesting the Supplier to carry out an order it has complied with all applicable laws and, in particular has not offered the other any sort of Bribe in connection with obtaining this Agreement.

(b) Each party warrants and undertakes that it shall not offer a Bribe in connection with the performance of this Agreement.

(c) Each party warrants and undertakes that it has in place policies and procedures designed to prevent Bribery and corruption by its employees, agent, directors and contractors.

12.8. Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.9. Variation:

(a) Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

(b) Where the Supplier offers an optional feature that is subject to a Schedule, the Customer may accept that Schedule electronically through the Services. Acceptance requires an Authorised Representative to take a clear positive action (such as ticking an unticked box and confirming) after the Schedule has been made available to them. The Schedule forms part of the Contract when the Supplier sends written confirmation of the acceptance to the Account Owner, and that confirmation, issued in the Supplier's name, constitutes the Supplier's signature for the purposes of clause 12.9(a). Acceptance of a Schedule varies the Contract only to the extent set out in that Schedule.

12.10. Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1: MCP Connection Terms

Version 1.0.

0. Definitions

Account User: an individual to whom the Customer gives log-in access to the Customer's StoreFeeder account, including the Customer's staff, agents and contractors. An Account User is not a "User" as defined in clause 1.1.

AI Provider: a third party that provides an AI application (for example an AI assistant) that connects to the Services through the MCP Connection.

Authorised Representative: the Account Owner, or another Account User who confirms that they are authorised to accept terms on the Customer's behalf.

MCP Connection: the Supplier's Model Context Protocol server and related authorisation service, through which an AI application authorised by the Customer can access permitted functionality of the Services.

Permitted MCP Data: the personal data described in paragraph 3.1 of this Schedule.

1. Application and acceptance

1.1 This Schedule applies if the Customer chooses to enable the MCP Connection. It does not apply otherwise.

1.2 Only an Authorised Representative may enable the MCP Connection and accept this Schedule. The Customer is responsible for ensuring that the person accepting has authority to do so, and the Supplier may rely on their confirmation.

1.3 This Schedule forms part of the Contract when the Supplier confirms the Customer's acceptance in writing to the Account Owner. For a Customer whose Contract incorporates an earlier version of the Conditions, the Customer's acceptance and the Supplier's written confirmation together constitute a variation agreed in writing and signed by the Supplier for the purposes of clause 12.9 of those Conditions, and that variation includes clauses 11.2(b), 11.3, 11.4(a), 12.3(d) and 12.9(b) and the related definitions of the current Conditions.

1.4 If this Schedule conflicts with any other part of the Contract in relation to the MCP Connection, this Schedule prevails, except that nothing in this Schedule limits clause 8.1, clause 11 or either party's obligations under Data Protection Laws.

2. What the MCP Connection does

2.1 The MCP Connection allows an AI application that the Customer or its Account Users authorise to access permitted functionality of the Services, for reporting and operational functions that the Customer or its Account Users request through that application.

2.2 An AI application connects using credentials issued through the Supplier's authorisation process. It acts with the permissions of the Account User who authorised it, as limited by any permissions or scopes the Customer selects for the MCP Connection, including whether the application may make changes to the Customer's account ("permitted actions").

2.3 The Customer controls which Account Users may authorise an AI application and which permitted actions are available, and is responsible for keeping those settings appropriate.

3. Personal data available through the MCP Connection

3.1 The only personal data the MCP Connection makes available is the following information about Account Users and other members of the Customer's staff: (a) picker name; (b) packer name; and (c) user email address ("Permitted MCP Data").

3.2 The MCP Connection does not make available the personal details of the Customer's own customers.

3.3 Permitted MCP Data is made available only for the reporting and operational functions described in paragraph 2.1 (for example, reports on picking and packing activity, and identifying which Account User carried out an action).

3.4 The Supplier will not extend the categories of personal data available through the MCP Connection without first notifying the Customer and obtaining the Customer's acceptance of an updated version of this Schedule.

4. The Customer's instructions

4.1 By enabling the MCP Connection, the Customer instructs the Supplier to make data within the selected permissions, including Permitted MCP Data, available to AI applications authorised through the Customer's account, and to carry out permitted actions requested by those applications. This is a documented instruction for the purposes of clause 11.2(d).

4.2 The Customer may vary or withdraw that instruction at any time by changing the permissions for the MCP Connection or disconnecting it.

4.3 A request received through the MCP Connection using valid credentials issued for the Customer's account shall be treated as an instruction from the Customer.

5. AI Providers appointed by the Customer

5.1 Where the Customer or an Account User connects an AI application provided under their own account or agreement with an AI Provider, the Customer appoints that AI Provider and the AI Provider is not a sub-processor of the Supplier. The Supplier is not responsible for the AI Provider's processing, security, retention or onward disclosure of any information it receives.

5.2 The Customer is responsible for:

(a) its agreement with the AI Provider, including any data processing terms required by Data Protection Laws;

(b) assessing whether making information available to the AI Provider involves a restricted transfer (the AI Provider may process information outside the United Kingdom, including in the United States) and, where it does, putting in place an appropriate transfer mechanism and carrying out any transfer risk assessment required; and

(c) reviewing and configuring the AI Provider's settings, including retention, any use of information for training, and onward processing.

5.3 The Supplier makes no representation about any AI Provider's terms, processing locations, retention, use of information for training, or security.

6. StoreFeeder's own AI features

6.1 Features of the Services that use an AI service engaged by the Supplier, such as D.A.V.E., are not part of the MCP Connection and are governed by Schedule 2. Paragraph 5 does not apply to them.

7. Lawful basis and information for staff

7.1 As controller, the Customer is responsible for:

(a) having an appropriate lawful basis for processing Permitted MCP Data through the MCP Connection and by its AI Provider;

(b) giving its staff and Account Users appropriate privacy information about that processing, including the AI Provider as a recipient and any processing outside the United Kingdom; and

(c) where it uses information from the MCP Connection to monitor or assess the performance of individuals, assessing whether that use is fair and proportionate and carrying out a data protection impact assessment where required.

7.2 The Customer's acceptance of this Schedule records the Customer's agreement and instructions. It is not consent from, and does not replace any consent required from, any individual, and neither

party will treat it as such.

8. Disconnection and information already received

8.1 The Customer may disconnect the MCP Connection, or revoke the authorisation of any AI application, at any time through the Services. After disconnection or revocation, the Supplier will stop accepting requests made with the affected credentials.

8.2 Disconnection stops further access through the MCP Connection. It does not delete information that an AI Provider has already received. Deletion of that information is a matter between the Customer and the AI Provider.

8.3 The Supplier may suspend the MCP Connection, or revoke credentials, where it reasonably considers this necessary to protect the security of the Services or the Customer’s data, and will tell the Customer promptly where it does so.

8.4 The MCP Connection ends automatically if the Customer’s subscription to the plan or add-on that includes it, or the Contract, ends.

9. AI outputs and actions

9.1 AI applications can produce incomplete or inaccurate results. The Customer is responsible for reviewing outputs before relying on them, and for confirming any permitted action before an AI application carries it out, particularly actions affecting orders, stock, despatch, pricing, listings or user access.

9.2 The Customer should not use outputs about identifiable individuals as the sole basis for decisions with legal or similarly significant effects on them without meaningful human review.

10. The Supplier’s responsibilities

10.1 Nothing in this Schedule reduces the Supplier’s obligations under clause 11 or Data Protection Laws for personal data it processes, including its obligations to protect the security of the MCP Connection, to process personal data only on the Customer’s documented instructions and to notify the Customer of personal data breaches.

10.2 Nothing in this Schedule limits or excludes any liability that cannot be limited or excluded by law or under clause 8.1.

11. Changes to this Schedule

11.1 The Supplier may update this Schedule. It will give the Account Owner reasonable notice of changes. Changes that extend the personal data available through the MCP Connection, or that materially increase the Customer’s obligations, require the Customer’s acceptance before they apply, and until then the earlier version continues to apply or the Supplier may suspend the affected functionality.

Schedule 2: StoreFeeder AI Features

Version 1.0.

1. Application and acceptance

1.1 This Schedule applies to features of the Services that use an AI service engaged by the Supplier ("AI Features"), such as D.A.V.E., including the Daily Briefing, asking questions of the Customer's data and creating dashboards. It applies whether or not the Customer uses the MCP Connection or subscribes to Insights Pro.

1.2 This Schedule forms part of the Contract when an Authorised Representative accepts it under clause 12.9(b) and the Supplier confirms that acceptance in writing to the Account Owner. For a Customer whose Contract incorporates an earlier version of the Conditions, that acceptance and confirmation together constitute a variation agreed in writing and signed by the Supplier for the purposes of clause 12.9 of those Conditions, and that variation includes clauses 11.2(b), 11.3, 11.4(a), 12.3(d) and 12.9(b) and the related definitions of the current Conditions.

1.3 The Supplier will not use AI Features to process personal data in the Customer's account until this Schedule forms part of the Contract.

1.4 If this Schedule conflicts with any other part of the Contract in relation to AI Features, this Schedule prevails, except that nothing in this Schedule limits clause 8.1, clause 11 or either party's obligations under Data Protection Laws.

2. The Supplier's AI provider

2.1 "Supplier AI Provider" means a provider of AI services that the Supplier engages to deliver AI Features. A Supplier AI Provider is a sub-processor of the Supplier. By accepting this Schedule, the Customer gives its specific authorisation for the Supplier to engage Microsoft, through its Azure OpenAI Service, for AI Features. Microsoft processes this data under the Microsoft Products and Services Data Protection Addendum. Clauses 11.2(b) and 11.2(c) apply, including the notice and objection procedure for any addition or replacement.

2.2 The Supplier shall ensure that the Supplier AI Provider processes personal data only on the Supplier's instructions and only to deliver AI Features, does not use it for its own purposes, and does not use it to train its models.

2.3 The Supplier remains liable to the Customer for the acts and omissions of the Supplier AI Provider in accordance with clause 11.2(c).

3. Personal data

3.1 To answer a request, AI Features may send the Supplier AI Provider data from the Customer's account, which can include personal data of the Customer's customers (such as names, delivery and billing addresses and email addresses) and of the Customer's staff and Account Users (such as picker name, packer name and user email address). The Supplier will send only the data reasonably needed to respond to the request.

3.2 That personal data is processed only to produce the outputs the Customer or its Account Users request, or that the Customer has chosen to receive (such as the Daily Briefing).

3.3 The Supplier AI Provider may retain that personal data for up to 30 days to detect and prevent misuse of its service, and then deletes it.

4. International transfers

4.1 The Supplier AI Provider processes personal data in Microsoft's West Europe region (the Netherlands), and personal data it stores for AI Features remains in Europe. Any transfer outside the United Kingdom is covered by the safeguards in the Microsoft Products and Services Data Protection Addendum, and the Supplier remains responsible for it under clause 11.3.

5. The Customer’s responsibilities

5.1 As controller, the Customer is responsible for having an appropriate lawful basis for using AI Features in relation to personal data in its account and for giving its staff and Account Users appropriate privacy information, including where it uses AI Features to monitor or assess the performance of individuals.

5.2 The Customer’s acceptance of this Schedule records the Customer’s agreement and instructions. It is not consent from, and does not replace any consent required from, any individual, and neither party will treat it as such.

6. Outputs and actions

6.1 AI Features can produce incomplete or inaccurate results. The Customer is responsible for reviewing outputs before relying on them, and for confirming any action that an AI Feature proposes before it is carried out.

6.2 The Customer should not use outputs about identifiable individuals as the sole basis for decisions with legal or similarly significant effects on them without meaningful human review.

7. Withdrawing acceptance

7.1 The Customer may withdraw its acceptance of this Schedule by email to dataprotection@storefeeder.com. The Supplier will then stop sending personal data from the Customer’s account to the Supplier AI Provider. Personal data already sent is deleted by the Supplier AI Provider in accordance with paragraph 3.3.

8. The Supplier’s responsibilities

8.1 Nothing in this Schedule reduces the Supplier’s obligations under clause 11 or Data Protection Laws, including its obligations to protect the security of personal data, to process it only on the Customer’s documented instructions and to notify the Customer of personal data breaches, including those affecting the Supplier AI Provider.

8.2 Nothing in this Schedule limits or excludes any liability that cannot be limited or excluded by law or under clause 8.1.

9. Changes to this Schedule

9.1 The Supplier may update this Schedule. It will give the Account Owner reasonable notice of changes. Changes that extend the personal data sent to a Supplier AI Provider, or that materially increase the Customer’s obligations, require the Customer’s acceptance before they apply. A change of Supplier AI Provider is subject to clause 11.2(b).