

## 1. About Carpio

- 1.1 Carpio Tech Limited is a software company that has developed a set of e-commerce marketplace tools and markets it as a Software-as-a-Service product.
- 1.2 Carpio Tech Limited ("Carpio"), is a private company with limited liability incorporated in England and Wales, having its registered office at 590 Green Lanes, London, United Kingdom, N13 5RY under number 13373610.

## 2. Definitions

- 2.1 Except where specifically stated otherwise in these Terms of Service, the following terms shall have the following meaning:

Account: an account on the Platform with which Client obtains access to the Service and can use the same.

Agreement: the present Software-as-a-Service Terms of Service in addition to any Orders, and any other agreements between the parties.

Beta: feature(s) which are provided whilst still in development for the purposes of early access and evaluation by Customers and may contain significant Errors, may not work as intended and are subject to change at any time.

Customer (you): the individual, organisation or business which has an Account on the Platform.

Customer Data or Data: all data, business process and other information, which may include Personal Data as entered by Customer when using the service, or uploaded to or stored on the Platform, except for the log-in data.

Error: substantial failure of the software to meet the functional or technical specifications of the software expressly made known by Carpio.

Order: An instruction from the Customer to purchase a specific level of access to, or credits to use the platform for a defined Subscription Term.

Platform: an e-commerce SaaS system built and operated by Carpio which provides several marketplace related tools and services to the Customer.

Payment Provider: a third-party platform used for processing subscriptions via credit, debit card or other online method. Carpio uses Stripe as a Payment Provider.

Personal Data: as defined in article 4 of the General Data Protection Regulation, which is processed by Carpio on behalf of and at the behest of Client, except for the log-in data registered in the Platform, for which Carpio is the sole controller.

Support: provided via email or ticket system, including accepting and, where possible, solving Errors and answering questions regarding Platform functionality.

Software-as-a-Service (SaaS): a service by which Carpio makes software available to the Customer remotely through the Internet or another data network, and maintains this

availability remotely, without providing a physical carrier with the software concerned to the Customer.

Subscription Term: the term of this Agreement as defined in the Order or where the Order is for Platform credits, the credit expiry period defines the Subscription Term.

Update: an update means a version of the software that contains bug fixes, new features or removes old features.

Website: the corporate website of Carpio, currently at <https://www.carpio.tech>

## 3. Platform

- 3.1 These Terms of Service govern the use of our SaaS Platform including any tools and managed services associated with it. By using our Platform, you agree to be bound by these Terms of Service, the Data Processing Agreement, and any signed Orders which constitute a legal agreement between you and our company. If you do not agree to these Terms of Service, you may not use our Platform.

## 4. License

- 4.1 During the Subscription Term, Customer will receive a non-exclusive, non-assignable, royalty free, worldwide right to access and use the Platform solely for the Customer's internal business operations subject to the terms of this Agreement up to the limits dictated by the level of access and support agreed in the Order or otherwise documented in the Order, or via the selection of services within the Platform.
- 4.2 Customer acknowledges that this Agreement is a Software-as-a-Service agreement and Carpio will not deliver copies of the software to the Customer as part of the Agreement.
- 4.3 Carpio will continue to hold the intellectual property rights to the Platform and all materials relating to the Platform that Carpio makes available, directly, or indirectly, pursuant to the Agreement.

## 5. Use of our Platform

- 5.1 Carpio runs as a multi-tenant SaaS service in a cloud hosting environment, sets up an Account and provides Customer with the log-in data for that Account. Carpio may also offer the Service as a managed service.
- 5.2 Carpio provides the non-exclusive right to use a Carpio Account for the duration of the Subscription Term. A fair use policy applies to the number of users and usage of any other aspect of the Platform. Carpio will monitor the number of users and other usage and if there is an excessive number of users or usage that is detrimental to the Platform or other Accounts, Carpio has the right to impose restrictions. In all instances, Carpio will advise the Account holder in writing before any restrictions are imposed and work to resolve any issues before restrictions are imposed.
- 5.3 Except otherwise agreed and confirmed in writing, the following prohibitions apply to the non-exclusive right of use as referred to in clause 3.2:
- 5.3.1 Customer may not grant sub-licenses with regard to his right to use the Platform;
  - 5.3.2 Customer may not grant access to the Platform to unauthorized persons;
  - 5.3.3 Customer may not put any part of the Platform in the public domain or reproduce the same, except where Carpio has given prior written consent to do so.

- 5.4 Customer shall make all reasonable efforts, including taking reasonable security precautions in relation to the log-in data for the Account, to prevent unauthorized persons gaining access to the Platform.
- 5.5 Customer may not use the Platform in any way that causes damage to Platform, or has the potential to do so, or that leads to reduced availability or access to the Platform.
- 5.6 Customer may not use the Platform:
  - 5.6.1 unlawfully, illegally, fraudulently or in a way that causes or could cause damage; and/or
  - 5.6.2 in the context of unlawful, illegal, fraudulent or practices, or purposes or practices that cause damage.
- 5.7 Customer may not access the software code (including the object code, the intermediate code and the source code) of the Platform, either during the Subscription Term or thereafter.
- 5.8 Carpio may continue to provide the Platform using a new or modified version of the software. Carpio is not obliged to maintain, modify, or add certain features or functionalities to the software.
- 5.9 Carpio may temporarily put all or part of the Platform out of operation for preventive, corrective or adaptive maintenance or other forms of service. Carpio will give reasonable notice of any planned maintenance to the Account holder. If emergency maintenance is required without notice, the Account holder will be notified at the earliest reasonable opportunity along with regular updates on expected resolution time.
- 5.10 Carpio does not guarantee that the software made available and held in the context of the Platform is free of Errors and functions without interruption. Carpio does not guarantee that defects in software that it has not developed itself shall be fixed. Carpio is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.
- 5.11 Customer acknowledges that Data in the Platform is primarily supplied by third parties, either via API, download or scraped from websites. Reasonable commercial effort will be made to ensure the accuracy and integrity of the Data but Carpio cannot guarantee that the Data is correct or remains free of defects. From time to time, and at Carpio's discretion, the Data in the platform may be adjusted to correct Errors or to improve accuracy.
- 5.12 Carpio implements measures to prevent and limit the effects of malfunctions, defects in the Platform, corruption or loss of Data or other incidents. In the case that Carpio is unable to recover any lost data that has not already been downloaded by the Account holder, the credit value of the data will be refunded to the Account.
- 5.13 Carpio does not guarantee that the software made available and held in the context of the Platform shall be adopted to changes in relevant legislation and regulations in time. Carpio will make commercially reasonable efforts to remain compliant at all times or within 1 month of new legislation. Where Carpio cannot be compliant in the required time period, the Subscription period to use any purchased credits will be extended by the length of time that the platform was non-compliant.
- 5.14 Carpio may be offered wholly or for specific functionality on a Beta basis. Customer acknowledges that a Beta designation means that the Platform is likely to change regularly and may contain significant Errors. Beta features may be redesignated as non-Beta or maybe removed from the Platform at any time and for any reason at Carpio's discretion. The purpose of Beta features is to give Customer early access to features and to gain feedback and usage data on the features. Beta features come with no claims of fitness for purpose or that they are free of defects.

## 6. Support and Updates

- 6.1 Carpio will put forth reasonable efforts in providing the Platform.
- 6.2 Customer is entitled to technical support pursuant to the level of Subscription purchased. Except where explicitly stated in an Order, support is supplied via email or ticketing system. Support queries will be answered on a reasonable effort basis, with an initial response typically within 1 UK business day.
- 6.3 During the term of the Agreement, Carpio reserves the right to update the Platform with no notice and at any time. An update may fix previous bugs, provide new functionality, or remove old functionality. If a change to functionality significantly inhibits the usage of the Platform by the Customer then the Customer's sole remedy is to terminate the Agreement.

## 7. Orders, Pricing and Payments

- 7.1 Carpio is a Software-as-a-Service subscription service and will either post current pricing on the Website, upon request, or via an Order.
- 7.2 Carpio offers different levels of access to the Platform features at different prices. Customer will choose their access level as part of the Order process. Different access levels provide access to different functionality, or a different number of Platform credits, which enable the use of the different features of the platform.
- 7.3 Customer may upgrade to a higher level of access at any time and will be charged pro-rata for the different in price between the old and new level for the remainder of the Subscription Term.
- 7.4 Customer may downgrade to a lower level of access at the end of their current Subscription Term.
- 7.5 Customer is deemed to have agreed to the terms of this Agreement upon signing up for an Account via the Website or other online means, or by signing this Agreement via an attached Order form.
- 7.6 By placing an Order, Customer agrees to the price, access level, support level and Subscription Term communicated via the Order process at the time of Order, or in the Order documentation.
- 7.7 If the limit of a Subscription or Order is reached by using Platform credits to utilise services in the Platform, additional credits can be purchased at the overage rate described in the Order, or where there is no specific overage rate, at the same rate as the other credits of the same Order.
- 7.8 Carpio reserves the right to change prices at any time and for any reason. Any price change will be communicated to Customer via electronic mail at least 21 days in advance of the price change coming into effect. Price changes will apply to the Customers next Subscription Term after the price change comes into effect, or to the next Order where the Customer purchases credits via Order.
- 7.9 Where the Customer has a time based subscription (as opposed to an Order for a specific amount of Platform Credits), Subscription Terms will auto-renew on the same terms (excluding any price changes) as the existing Order unless Customer has cancelled or modified the subscription via the Platform's Account admin functionality or via electronic mail to [info@carpio.tech](mailto:info@carpio.tech), or via a support ticket.
- 7.10 Customer may terminate the Agreement at any time either via the Platform or otherwise described in the Order. Termination will take place at the end of the currently paid Subscription Term.
- 7.11 Carpio may terminate the Agreement at any time and for any reason without recourse, with any pro-rated unused Subscription Term or Platform credits refunded to the Customer.

- 7.12 Where the Customer makes payment via Payment Provider, Customer will be charged on the first date of the new subscription period automatically in advance.
- 7.13 Where the Customer makes payment by invoice, Customer will be invoiced on the first day of the Subscription Term and must pay invoices within 30 days of the invoice date. Unless explicitly agreed otherwise in the Agreement, Customer will not be entitled to a discount or to withhold any amount. Customer will not be entitled to deduct and/or defer any payment obligations.
- 7.14 At Carpio's sole discretion, and for any reason, payment in advance for may be required.
- 7.15 If Customer fails to pay the amounts owed within the term agreed upon, Customer will, as of that date and without any further notice of default, owe default interest equal to the English statutory trade interest applicable at that time on the outstanding amount.
- 7.16 If Customer continues to be in default with respect to the payment of the outstanding amounts, Carpio can pass on the claim for collection. Customer will bear all costs – including the fees of external experts in addition to the costs established by the court – related to this collection.
- 7.17 If payment for the Order is subject to the provision of a purchase order number by Customer, clause 7.13 to 7.16 above nevertheless apply if Customer has failed to provide a purchase order numbers before Carpio has started providing the Platform the Customer.
- 7.18 If Customer fails to make payment, Carpio may suspend access to the Customer Account until payment is resolved. After 30 days of non-payment, Carpio may delete any data, access or other artifact related to the Customer's Account at their discretion.
- 7.19 Customer acknowledges that Carpio uses a third-party Payment Provider for non-invoiced transactions, Stripe (<https://stripe.com>), and consents to have their data and transactions handled by that Payment Provider. Customer acknowledges that Stripe data and transactions may be processed outside of the EEA or United Kingdom.

## 8. Platform Feature Specific Terms

- 8.1 Automated Content Generation
  - 8.1.1 The Platform uses AI to automatically create product descriptions, titles, feature bullets, or other content about one or more products. Due to the probabilistic nature of AI-generated content, Carpio does not guarantee the accuracy or completeness of the generated output. The Customer is solely responsible for verifying the accuracy of the output before using it.
- 8.2 Lead Generation
  - 8.2.1 The Lead Generation feature analyses product information on retailer sites to identify potential leads for your business based on a variety of factors and to supply information about those leads. Usage of the feature does not guarantee a specific number of suitable leads will be found, that the data about the leads is accurate or complete, or that the lead generation will result in any successful outcome for you or your business.

## 9. Intellectual Property Rights

- 9.1 We own all intellectual property rights in our Platform, including any updates or modifications we make to it. You may not reproduce, modify, distribute, or create derivative works based on our Platform without our prior written consent.

## 10. Warranties

- 10.1 Warranty disclaimer. Except as expressly provided by law, the Carpio platform, support and additional services are provided on an “as is” and “as-available” basis and Carpio and Carpio's suppliers expressly disclaim any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory. Without limiting Carpio's express obligations in these terms, Carpio do not warrant that your use of the platform will be uninterrupted or error-free, that Carpio will review your data for accuracy or that Carpio will preserve or maintain Customer Data without loss. The Customer understands that use of the Carpio platform necessarily involves transmission of Customer Data over networks that Carpio does not own, operate, or control, and Carpio is not responsible for any data lost, altered, intercepted, or stored across such networks. Carpio cannot guarantee that the platform's security procedures will be error-free, that transmissions of data will always be secure or that unauthorized third parties will never be able to defeat security measures or those of third-party service providers. Carpio will not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside our reasonable control. The Customer may have other statutory rights, but the duration of statutorily required warranties, if any, will be limited to the shortest period permitted by law.

## 11. Liability

- 11.1 Carpio's overall liability with respect to attributable failure to perform the Agreement or otherwise, is limited to compensation of the direct financial loss arising from that failure up to the amount paid by the liability insurance of Carpio with a maximum per incident or series of related incidents of the lowest of (i) the amount invoiced by Carpio and paid by Customer during, at maximum, twelve preceding months or (ii) GBP 25,000.
- 11.2 Direct financial loss is limited to the costs that Customer reasonably incurred to remedy or cure Carpio's default to meet Carpio's performance under the Agreement, the reasonable costs incurred to prevent or limit such damages and the reasonable costs incurred to determine the cause and extent of the default.
- 11.3 Carpio is not liable for any indirect damages, such as consequential damage, lost turnover, lost profit, lost savings, damages caused by business stagnation, damages resulting from agreements reached with Customer's customers, reduced goodwill, reputation damage, loss or corruption of data and costs incurred to restore data that was either wholly or partially lost.
- 11.4 Unless stated otherwise in this clause 11, Carpio is not obliged to pay any damages, irrespective of the grounds based on which a claim for damages would be based.
- 11.5 The liability restrictions stated in this clause 11 do not apply if Customer's damages are the consequence of wilful misconduct by Carpio.

## 12. Indemnification

- 12.1 You agree to indemnify, defend, and hold harmless our company and its officers, directors, employees, agents, and affiliates from any claims, damages, liabilities, costs, or expenses (including reasonable legal fees) arising out of or in connection with your use of our Platform or the product descriptions, leads or any other data generated by the Platform.

## 13. Data Protection

- 13.1 We will comply with all applicable data protection laws in connection with our processing of any personal data provided by you. You acknowledge and agree that we may use and process your personal data in accordance with our Privacy Policy, which is available on our website.

## 14. Confidentiality

- 14.1 If Carpio takes possession of confidential information of the Customer under the Agreement, Carpio will only use such information in relation to deliver the Platform under the Agreement, and Carpio will limit the access to such information as appropriate. Carpio guarantees that by signing an employment contract and/or a confidentiality agreement, these persons are obliged to keep this confidential information confidential.
- 14.2 Confidential information does not include information that was available to the public the moment it was taken possession of, that became available later, or that the recipient received from a third party with respect to which no confidentiality agreement was imposed.
- 14.3 The provisions set out in this clause 14 will remain in effect after termination of the Agreement between parties.
- 14.4 Carpio may make mention of the existence of a relationship with Customer in publications and/or advertising, in new business cases and on its website.
- 14.5 You agree to maintain the confidentiality of any information that we provide to you in connection with our Platform and not to disclose such information to any third party without our prior written consent.

## 15. Force Majeure

- 15.1 If, as a consequence of force majeure, Customer or Carpio is unable to comply with an obligation, the relevant party's performance obligation will be suspended for the duration of the force majeure, unless it concerns a payment obligation. Force majeure is also understood to include a non-attributable default of suppliers.
- 15.2 If the force majeure situation has persisted or will persist for more than thirty (30) days, both Customer and Carpio will be entitled to dissolve the relevant Agreement. In that situation, performances that have been delivered will be invoiced pro-rata. For the remainder, Customer and Carpio will owe each other nothing.
- 15.3 In the event of force majeure, neither party will be entitled to claim damages from the other in that respect.

## 16. Miscellaneous

- 16.1 The failure or delay of Carpio to exercise a right or remedy provided by this Agreement does not 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.
- 16.2 This Agreement, including Terms of Service, Data Protection Agreement, and, if present, Order(s) constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of the agreement.
- 16.3 If a court or any other competent authority finds that any provision (or part of any provision) of this Agreement 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 Agreement shall not be affected.

- 16.4 Customer shall not without the prior written consent of Carpio assign (including by operation of law) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party. Carpio may assign the Agreement in part or in full, in the event of an acquisition of Carpio's business to which Agreement relates, to the purchaser of such business.
- 16.5 Carpio retains the right to update this Agreement from time to time as required. Any changes to the terms will be communicated to the Client either via electronic mail, posted on the Website or within the Platform. Where the changes to the Agreement have a material impact on the Customer, the sole remedy of the Customer is to terminate the Agreement.

## 17. Applicable Law, Competent Court

- 17.1 These Terms of Service are subject to the laws of England and Wales.
- 17.2 Any disputes arising from or related to Terms of Service will exclusively be referred to the competent court in England and Wales.