Shopit Terms and Conditions of Service

Shopit Ltd ("Shopit") provides a collection of tools and resources to manage an online store, process orders and sell products online and other services (collectively, the " Services"). The following are the terms and conditions for use of the Services (the " Terms"), along with any amendments thereto and any operating rules or policies that may be published from time to time by Shopit.

By signing up for, or using the Shopit services or any of the services of Shopit Ltd or its affiliates ("Shopit") you are agreeing to be bound by the following terms and conditions ("Terms of Service").

1. Service and Terms

    1. The Services are provided subject to these Terms and any operating rules or policies that Shopit may publish from time to time (collectively, the " Agreement"). Shopit reserves the right to update and change the Terms of Service and such changes or modifications are effective immediately upon the earliest of (a) Shopit's email notification to you advising you of such changes or modifications, (b) your electronic acceptance of this Agreement after such changes or modifications have been made to this Agreement as indicated by the "Date of Last Revision" date at the top of the Terms, or (c) your continued use of the Services after Shopit posts the updated Agreement to Shopitcommerce.com. In addition, when using particular Shopit Ltd's services, the Customer and Shopit will be subject to any posted guidelines or rules applicable to such Services that may be posted from time to time.

    2. Customer will be one party to this contract. For Customers resident in the United Kingdom, Shopit Ltd will be the other contracting party. For Customers resident outside of the United Kingdom, Shopit Ltd will be the other contracting party.

    3. The Services are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to individuals under the age of 18. If you do not qualify, please do not use the Services.

    4. The Services provides a collection of tools and resources that include but are not limited to managing online stores, processing orders and selling products online. In addition, the Services may include migration services relating to your use of the Shopit's tools and resources.

    5. Any new features or tools which are added to the current Services shall be also subject to the Terms of Service.

    6. Customer must complete a registration form in order to use the Services. Customer will provide true, accurate, current, and complete information about Customer as requested in the registration form, and will update the information to keep it current. As part of the registration process, Customer will identify an email address and password for Customer's Shopit account. Customer is responsible for maintaining the security of Customer's account, passwords, and files, and for all uses of Customer's account and of the Services in Customer's name. Shopit reserves the right to refuse registration of, or cancel, accounts it deems inappropriate.

shopit

7. Shopit acknowledges that Shopit is responsible for the security of credit cardholder data to the extent that Shopit has control of access to and storage of that data through it's choices in partner organisations (server hosts, payment gateways). To that end, Shopit undertakes regular assessments consistent with the Payment Card Industry Data Security Standards. Customer acknowledges that Customer is responsible for determining the PCI DSS merchant requirements applicable to the Customer and Customer's unique use of the Shopit platform and tools.

8. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and Shopit's Terms of Service available in another language, the most current English version of the Terms of Service at https://www.shopitcommerce.com/legal/terms will prevail.

9. All the terms and provisions of the Terms of Service shall be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. Shopit shall be permitted to assign these Terms of Service without notice to you or consent from you. You shall have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without Shopit's prior written consent, to be given or withheld in Shopit's sole discretion.

2. Restrictions and Responsibilities

1. This is an Agreement for Services, and Customer is not granted a license to any software by this Agreement. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (" Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with these Terms, Shopit's published privacy policies or otherwise furnished to Customer (the " Privacy Policy ") and all applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation). Customer may not access or otherwise use third party mailing lists in connection with preparing or distributing unsolicited email to any third party. Customer hereby agrees to indemnify and hold harmless Shopit and its Content Providers and the respective directors, officers, employees and agents of each against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing. Although Shopit has no obligation to monitor the content provided by Customer or Customer's use of the Services, Shopit may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3. You acknowledge that Shopit will use the email address you provide as the primary method for communication. For every email message sent in connection with the

shopit

Services, Customer acknowledges and agrees that the recipient has agreed to receive such communication and that Customer will not engage in the act of sending unsolicited emails.

4. In using the varied features of the Services, Customer may provide information (such as name, contact information, or other registration information) to Shopit. Shopit may use this information and any technical information about Customer's use of this website to tailor its presentations to Customer, facilitate Customer's movement through this website, or communicate separately with Customer. Shopit will not provide information to companies Customer has not authorised, and Shopit will not authorize the companies that get such information to sell and redistribute it without Customer's prior consent.

5. Customer acknowledges and agrees that: (a) the Services including without limitation, any modifications, enhancements and updates, and any originals and copies thereof, in whole or in part, and all intellectual property rights therein (collectively, " Proprietary Information") are owned by Shopit and/or its third party sponsors, partners, and other co-branders (collectively, " Content Providers"), (b) the Proprietary Information contains valuable copyrighted material and is protected by U.S. and international copyright and other intellectual property laws, (c) the Proprietary Information is licensed, rather than sold, to Customer pursuant to these Terms, and (d) Customer has no rights in the Proprietary Information, other than the rights and licenses granted to Customer herein.

6. Shopit Trademarks. "Shopit" and our logos (both words and design) either are trademarks, service marks, or registered trademarks of Shopit or its Content Providers, and may not be copied, imitated or used, in whole or in part without Shopit's prior express written consent or that of our Content Providers. In addition, all page headers, custom graphics, design and user interface elements, and scripts are service marks, trademarks, and/or trade dress of Shopit and may not be copied, imitated, or used, in whole or in part without our prior written permission, which consent may be withheld in our sole discretion. All other marks or logos not owned by Shopit are the property of their respective owners.

7. Reservation of Rights. Except for the rights expressly granted to Customer pursuant to these Services, Customer acknowledges that it has no right, title or interest in or to this website, the Services or Proprietary Information. All rights not expressly granted by Shopit in these Terms are hereby reserved by Shopit. There are no implied rights.

3. Shopit Account Activation

You must read, agree with and accept all of the terms and conditions contained in these Terms of Service, including the Privacy Policy before you may become a customer of Shopit.

1. Subject to section 2.1.2, the person signing up for the Service will be the contracting party ("Account Owner") for the purposes of our Terms of Service and will be the person who is authorised to use any corresponding account we may provide to the Account Owner in connection with the Service.

2. If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

3. You are responsible for keeping your password secure. Shopit cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.

4. You are responsible for all activity and content such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with your Account ("Materials").

5. You may not use the Shopit service for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of the United Kingdom. You will comply with all applicable laws, rules and regulations in your use of the Service.

4. Shopit Payments Accounts

1. Upon completion of sign up for the Service, you will have the option to sign up for a Shopit Payments account. Subject to approval by our partner Elavon Inc, you will be directly responsible for the activity of that payment account, and become subject to our Shopit Payments Terms of Service.

2. You acknowledge the Shopit Payments will be your default payments gateway(s) and that it is your sole responsibility as the Account Owner to activate and maintain these accounts. If you do not wish to keep either of the payment accounts active, it is your responsibility to deactivate them, or contact Shopit in order to deactivate them.

5. Shopit Support

1. Technical support is only provided to paying Account holders and is only available via the means set out in our Shopit Support and Maintenance Agreement.

2. The Shopit API License and Terms of Use at shopit.dev ("Shopit API Terms") govern your access to and use of the Shopit API (as defined therein). You are solely responsible for the activity that occurs using your API Credentials (as defined in the Shopit API Terms) and for keeping your API Credentials secure.

6. Term and Termination

1. The Terms of Service shall be governed by and interpreted in accordance with the laws of the United Kingdom applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the United Kingdom with respect to any dispute or claim arising out of or in connection with the Terms of Service. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service and is hereby expressly excluded.

2. Shopit may terminate this Agreement or the Services at any time with or without cause, and with or without notice. Shopit will have no liability to Customer or any third party because of such termination.

3. Upon termination or expiration of this Agreement by either party for any reason, (a) Shopit will cease providing the Services, (b) you will not be entitled to any refunds of any usage fees or any other fees, pro rata or otherwise and (c) any outstanding balance owed to Shopit for your usage of the Services through the effective date of such termination or expiration will immediately become due and payable in full. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, warranty disclaimers and limitations of liability.

4. Upon termination or expiration of this Agreement by either party for any reason, Shopit may delete any Customer archived data within 30 days after the date of termination.

5. Customer can terminate the Services by contacting cancellations@shopitcommerce.com

7. Disputes Regarding Account or Site Ownership

1. The entity or person creating a Shopit account and designated as the owner will be deemed the account owner. For security reasons, only the account owner or the point of contact designated by the account owner will be allowed to make changes, cancellations, or designate a new point of contact. Disputes sometimes arise between or among multiple persons claiming ownership of or rights in a site, store or account.Shopit is not obligated to, and will not, resolve any such disputes.

2. If multiple persons are claiming ownership of or rights in a site, store or account, and, in Shopit's sole judgment, there is uncertainty as to the ownership of or rights in such site, store or account, then Shopit will, to the extent of its knowledge and ability, notify such persons of the dispute and demand that such persons promptly, conclusively, and finally resolve the dispute in a manner which makes clear who the owner(s) and/or interest holder(s) is/are and in a manner which relieves Shopit of all liability and obligations concerning the dispute and such site, store or account. If the disputing persons fail to resolve the dispute within what Shopit, in its sole judgment, deems to be a reasonable time, then Shopit, at its sole option and without any obligation to do so, may suspend or terminate the account until such persons resolve such dispute and reach certainty regarding ownership of or rights in such website, store and/or account. The person or persons conclusively and finally determined by court order, binding arbitration or settlement agreement to be the rightful owner(s) or interest holder(s) of such website, store and/or account will be obligated to pay all amounts due and comply with the then current Shopit policy regarding transfers of accounts, if required, to transfer ownership of the site, store and/or account to the rightful owner. Failure of the rightful owner of such site, store and/or account to timely pay in full all of such amounts will be deemed a breach of these Terms and will subject the account to immediate termination.

8. Customer's Name and Trademarks; Customer Feedback; Customer Submissions

shopit

1. **Name and Trademarks.** Customer hereby grants Shopit a non-exclusive right and license to use Customer's name and such of Customer's trade names, trademarks, service marks and logos ("Customer's Marks") as are used by Customer on Customer's hosted sites in connection with this Agreement, and images and public-facing information about Customer on Customer's hosted sites including, but not limited to, screenshots of Customer's hosted sites and associated photographs appearing on Customer's hosted sites ("Customer Public Information and Images"): (a) on Shopit's own websites describing and promoting Shopit's Services, (b) in printed and online advertising, publicity, directories, newsletters and updates describing and promoting Shopit's Services, and (c) in applications reasonably necessary and ancillary to the foregoing. Customer (i) represents and warrants to Shopit that Customer has all necessary rights to grant Shopit the foregoing rights, and (ii) agrees that neither Customer nor anyone else will be entitled to any compensation for Shopit's exercise of the foregoing rights.

2. **Customer Voluntary Suggestions.** Some of the features of this website or the Services found at this website may allow Customer to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, feedback or advice (" Customer Feedback"), or (b) literary, artistic or other content, including but not limited to photos and videos (" Customer Submissions") (Customer Feedback together with Customer Submissions, "Customer Voluntary Suggestions"). By providing Customer Voluntary Suggestions to Shopit via any method (e.g. site submission, email, survey responses, etc.), Customer represents and warrants to Shopit that (i) Customer has all necessary rights to distribute Customer Voluntary Suggestions via this website or via the Services found at this website, either because Customer is the author of the Customer Voluntary Suggestions and has the right to distribute the same, or because Customer has the appropriate distribution rights, licenses and/or permissions to use, in writing, from the copyright or other owner of the Customer Voluntary Suggestions, and (ii) Customer does not violate the rights of any third party by providing the Customer Voluntary Suggestions.

3. **License to Shopit.** Shopit will have the right to use and disclose any Customer Voluntary Suggestions posted to Shopit's corporate websites or submitted directly to Shopit for any lawful purpose. In no event will Customer or anyone else be entitled to any compensation or acknowledgement for Shopit's use of any Customer Voluntary Suggestions. Customer's provision of Customer Voluntary Suggestions is entirely voluntary and will not create any confidentiality obligation for Shopit. By submitting Customer Voluntary Suggestions, Customer hereby grants Shopit an irrevocable, perpetual, transferable, non-exclusive, fully-paid-up, royalty-free, worldwide license (sublicensable through multiple tiers) to: (a) use, copy, distribute, reproduce, modify, create derivative works of, adapt, publish, translate, publicly perform, and publicly display Customer Voluntary Suggestions (or any modification thereto), in whole or in part, in any format, medium or application now known or later developed, and (b) use (and permit others to use) Customer Voluntary Suggestions in any manner and for any purpose (including, but not limited to, commercial purposes) that Shopit deems appropriate in its sole discretion (including, but not limited to, to incorporating Customer Voluntary Suggestions (or any modification thereto), in whole or in part, into any technology, product or service. The provisions in this Section apply specifically to Shopit's use of Customer Voluntary Suggestions posted to Shopit's corporate websites or submitted directly to Shopit, and not to Customer's hosted sites. Customer will be solely responsible for any and all of the Customer Voluntary

Suggestions that are submitted through Customer's account, and the consequences of, and requirements for, distributing it.

4. **Discussion Areas.** Shopit makes no representations or warranties with respect to any forums, blogs, private messages, emails, or other electronic discussion mediums made available on or via the Services (collectively, " Discussion Areas") or with respect to any messages, information, or materials contained in the Discussion Areas. Customer's use of, or reliance upon, any such messages, information, or materials is at Customer's sole risk and expense. Shopit does not, and cannot, review all of the information and materials provided in the Discussion Areas and has no responsibility or liability for any such information or materials or their use. If Shopit becomes aware of any information or materials that it determines violate these Terms or the Discussion Areas' policies promulgated by Shopit from time to time or that Shopit otherwise deems inappropriate in its sole discretion, Shopit reserves the right to delete, move, or edit any such information or materials.

5. You understand that your Materials (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.

6. You acknowledge and agree that your use of the Service, including information transmitted to or stored by Shopit, is governed by its privacy policy at https://www.shopitcommerce.com/privacy-policy

7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Shopit.

8. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Shopit or Shopit trademarks and/or variations and misspellings thereof.

9. We reserve the right to modify or terminate the Service for any reason, without notice at any time.

10. We reserve the right to refuse service to anyone for any reason at any time.

11. We may, but have no obligation to, remove Materials and suspend or terminate Accounts if we determine in our sole discretion that the goods or services offered via a store, or the Materials uploaded or posted to a store, violate these Terms of Service.

12. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Shopit employee, member, or officer will result in immediate Account termination.

13. Shopit does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from the Service.

14. We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that Shopit employees and contractors may also be Shopit customers/merchants and that they may compete with you, although they may not use your confidential information in doing so.

15. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.

16. Shopit retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful owner. If we are unable to reasonably determine the rightful Account owner, Shopit reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

9. Fees and Payment and Cancellation of Services

   1. **Fees**. In consideration of the Services provided, Customer will pay Shopit all fees due according to variable invoices as submitted. Shopit reserves the right to modify its pricing structure and terms at any time, and such changes or modifications will be posted on this website and effective immediately upon the next renewal, billing period of the Services with and/or without notice to Customer. All payments are NON-REFUNDABLE.

   2. **Taxes**. All fees are exclusive of all federal, state, and/or other governmental sales, goods and services, value-added, harmonized or other taxes, fees or charges. Customer shall be responsible for all sales, goods and services, value-added, harmonized or other taxes, fees or charges.

   3. **Billing Policies and Cycles**. The Shopit billing cycle begins on the 3rd calendar day of the month and is due on that day each month, partial year or year thereafter. Billing related to the purchase of SSLs or Domains are billed once these products/services have been purchased by Customer.

   4. **Payment**. A valid credit card is required for accounts to process payment. Shopit will automatically charge Customer's credit/debit card on file based on the Billing Date until Customer validly terminates the Services. Fees for prepaid Services are based on Services purchased, regardless of actual usage and payments made for such Services are NON-REFUNDABLE.

   5. Shopit does not provide refunds or credits for any partial days, months or years and does not provide refunds to customers who do not use their accounts or log in.

   6. **Unpaid Accounts**. Unpaid amounts are subject to a late payment charge of 1.5% per month, or the maximum legal rate allowed by law, whichever is less. If payment is not received within 30 calendar days of the billing date, Shopit will automatically revoke access to Customer's account. Shopit may or may not contact Customer directly to notify Customer of its unpaid account. Accounts past due over 60 days will automatically be deactivated.

   7. **Disputed Charges/Billing Inquiries**. It is Customer's obligation to review all charges for accuracy. Customer has 30 days from the date of billing to contact Shopit and/or dispute the charge. Failure to do so within the specified time frame will constitute Customer's agreement that all charges are valid and Customer thereby waives any claims it may have had regarding such charge.

8. **Arrears**. All charges and payments for Shopit services are made in arrears based on the usage of the hosting services plus Shopit fees.

9. **Cancellations**. Shopit Services will continue in effect until Customer validly terminates the Services by contacting **cancellations@shopitcommerce.com**. If a Customer notifies Shopit of its intent to terminate the Services, Shopit is permitted 5 working days to complete the request ('Cancellation period'). All incurred fees before and during that cancellation period are due and must be settled within 7 days of cancellation.

10. **Cancellation**. The Customer may terminate any connected service by cancelling the third party account. And removing any connectivity credentials within Shopit; Shopit does not bear any responsibility for continued billing of API calls if these actions are not taken.

10. Prohibited Practices

1. **Prohibited Offerings.** Customer may not utilize the Services for unlawful, obscene, offensive or fraudulent content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights.

2. **Profanity**. Profanity, profane or otherwise inappropriate subject matter in the site content and in the domain name are prohibited.

3. **Private Information and Images**. Customers may not post or disclose any personal or private information about or images of children or any third party without the consent of such party (or a parent's consent in the case of a minor).

4. **Violations of Intellectual Property Rights**. Any violation of any person's or entity's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. Shopit may remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (see "Reporting Claims of Copyright Infringement" below).

5. **Misrepresentation of Transmission Information**. Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.

6. **Viruses and Other Destructive Activities.** Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for Customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

7. **Hacking**. "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security

measures, port scans, stealth scans, and other activities designed to assist in hacking.

8. **Anonymous Proxies.** Shopit does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server. Customer will not access or copy any portion of the Services through any automated viewing, downloading or crawling systems.

9. **Child Pornography.** The use of the Services to store, post, display, transmit, sell, advertise or otherwise make available child pornography is prohibited. Shopit is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.

10. **Other Illegal Activities.** The use of the Services to engage in any activity that is determined by Shopit, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting, selling or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable online privacy laws. Shopit will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

11. **Other Activities.** This list of prohibitions provides examples of prohibited conduct, and is not intended to be a complete or exclusive list of all prohibitions. Engaging in any activity that, in Shopit's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, Shopit's business, operations, reputation, goodwill, customers and/or customer relations, or the ability of Shopit's customers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Customer to cooperate with Shopit in correcting or preventing violations of these Terms by, or that result from the activity of, a customer, patron, subscriber, invitee, visitor, or guest of Customer constitutes a violation of these Terms by Customer. Without limiting the rights and remedies available to it, Shopit reserves the right in its sole discretion, to suspend or terminate Customer's access to its account and the Services, with or without notice, and to take any other action that Shopit determines in its sole discretion is necessary as a result of any behavior by Customer that is illegal, inappropriate, disruptive to this website, the Services, or to any other user of this website or the Services, or which otherwise breaches these Terms. Shopit may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required, or otherwise in Shopit's sole discretion, Shopit will cooperate with law enforcement agencies in any investigation of alleged illegal activity conducted using this website or the Services. These prohibitions do not require Shopit to monitor, police, remove or reject any content, information, graphics, photographs or links on Customer's hosted sites or any Customer Voluntary Suggestions or other information submitted by Customer or any other user.

11. Backup Storage

1. Shopit offers its Services to host ecommerce websites, not to store data. Using an account as an online storage space for archiving electronic files is prohibited and will result in termination of Services without prior notice. For its own operational efficiencies and purposes, Shopit from time to time backs up data on its servers, but is under no obligation or duty to Customer to do so under these Terms. IT IS SOLELY CUSTOMER'S DUTY AND RESPONSIBILITY TO SEPARATELY BACKUP CUSTOMER'S FILES AND DATA WHICH MAY RESIDE ON Shopit SERVERS. UNDER NO CIRCUMSTANCES WILL Shopit BE LIABLE TO ANYONE FOR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY FOR LOSS OF CUSTOMER'S FILES AND/OR DATA ON ANY Shopit SERVER.

12. Copyright Infringement

    1. **Reporting Claims of Copyright Infringement.** Shopit will respond to notices of copyright infringement that comply with applicable law. If a copyright holder believes that there has been a violation of his/her copyright on a site that is hosted by Shopit or a Shopit subsidiary, the copyright holder may request that Shopit remove or disable the material by submitting written notification to our Copyright Agent (designated below). In accordance with the Digital Millennium Copyright Act (" DMCA"), the written notice must include substantially the following:

       - A signature (physical or electronic) of a person authorised to act on the copyright owner's behalf.

       - Identification of the copyrighted work that is claimed to have been infringed, or, if the claim involves multiple copyrighted works, a representative list of such works.

       - Identification of the material that is claimed to be infringing, with information sufficient to permit us to locate the material.

       - Contact information for the person giving the notification, including name, address, telephone, and email address.

       - A statement that the person giving the notification has a good faith belief that use of the copyrighted material is not authorised by the copyright owner, its agent, or the law.

       - A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorised to act on behalf of the copyright owner.

       - Our designated Copyright Agent to receive DMCA notices is:

         Shopit Limited

         30 King Street

         Manchester M2 6AZ

         support@shopitcommerce.com

- Please be aware that if you knowingly make a material misrepresentation that material or activity is infringing your copyright, you may be held liable for damages under the DMCA.

2. **Copyright Counter-Notifications**. If Customer believes that it has had material removed or disabled by mistake or misidentification, Customer may file a counter-notification with Shopit by submitting written notification to our copyright agent (identified above). Pursuant to the DMCA, the Counter-Notice must contain substantially all the following:

- A signature (physical or electronic) of the person submitting the counter-notification.

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.

- Contact information for the person submitting the counter-notification, including name, address, telephone, and email address.

- A statement under penalty of perjury by the person submitting the counter-notification that he/she has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification.

- A statement by the person submitting the counter-notification that Customer will consent to the jurisdiction of the District Court for the judicial district in which it is located (or if Customer resides outside the United Kingdom for any judicial district in which Customer's website may be found) and that Customer will accept service from the person (or an agent of that person) who submitted the DMCA notice at issue.

- The DMCA allows Shopit to restore the removed content if the party filing the original DMCA Notice does not file a court action against Customer within ten business days of receiving the copy of Customer's Counter-Notice.

- Please be aware that if you knowingly make a material misrepresentation that material or activity was removed or disabled by mistake or misidentification, you may be held liable for damages under the DMCA.

3. Repeat Infringers. It is Shopit's policy in appropriate circumstances to disable and/or terminate the accounts of Customers who repeatedly infringe copyrights.

13. Miscellaneous

1. **Governing Law; Jurisdiction**. If you are a resident of the United States, the laws of the State of Texas will govern the validity and construction of these Terms and any dispute arising out of or relating to these Terms, without regard to the principles of conflict of laws. Customer hereby consents (and waives all defenses of lack of personal jurisdiction and forum non conveniens with respect to the jurisdiction and venue of the federal and state courts located in Travis County, Texas (USA). If you are not a resident of the United States, the laws of Australia will govern the validity and construction of these Terms and any dispute arising out of or relating to these

Terms, without regard to the principles of conflict of laws. Customer agrees to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and is hereby expressly excluded.

2. WARRANTY DISCLAIMER. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIS WEBSITE AND THE SERVICES FOUND AT THIS WEBSITE WILL BE AT ITS OWN RISK AND THAT THIS WEBSITE AND THE SERVICES FOUND AT THIS WEBSITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". Shopit, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Shopit, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO WARRANTIES, CONDITIONS OR REPRESENTATIONS ABOUT (A) THE ABILITY OF THE SERVICES OR SOFTWARE TO PERFORM WITHOUT LIMITATION OR RESTRICTION IN ANY GIVEN ENVIRONMENT, (B) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS WEBSITE OR THE SERVICES OR SOFTWARE, (C) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS WEBSITE, AND/OR (D)) THE SERVICES FOUND AT THIS WEBSITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS WEBSITE, AND Shopit ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

3. IN ADDITION, CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY Shopit, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), WHETHER DIRECTLY OR INDIRECTLY, WILL (A) CONSTITUTE PERSONAL, LEGAL OR FINANCIAL ADVICE OR (B) CREATE A WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND WITH RESPECT TO THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE. CUSTOMER SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE, AND CUSTOMER SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO ITS SITUATION.

4. THE FOREGOING DISCLAIMER OF REPRESENTATIONS, CONDITIONS AND WARRANTIES WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR CUSTOMER'S USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE.

5. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF IMPLIED REPRESENTATIONS, CONDITIONS OR WARRANTIES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. IN SUCH EVENT, Shopit'S WARRANTIES, CONDITIONS AND REPRESENTATIONS WITH RESPECT TO THIS WEBSITE, THE SERVICES, AND SOFTWARE WILL BE

LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

6. LIMITATION OF LIABILITY. Shopit, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ASSUME NO RESPONSIBILITY WITH RESPECT TO CUSTOMER'S OR ITS END USER'S USE OF THE SERVICES AND WILL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXTRAORDINARY, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, LOSS OF PROFITS, AND LOST REVENUE, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT Shopit IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Shopit, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL IN NO EVENT BE LIABLE IN AGGREGATE FOR MORE THAN THE TOTAL FEES ACTUALLY RECEIVED BY Shopit FROM CUSTOMER FOR THE SERVICES DURING THE 12-MONTH PERIOD BEFORE THE CLAIM OR CAUSE OF ACTION AROSE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

7. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED.

8. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. IN SUCH EVENT, THE LIABILITY OF Shopit, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FOR SUCH DAMAGES WITH RESPECT TO THIS WEBSITE AND THE SERVICES WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR CUSTOMER'S USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE.

9. **Indemnification of Shopit.** Customer agrees to defend, indemnify and hold Shopit and its Content Providers and the respective directors, officers, employees and agents of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to Customer's breach of any of these Terms or use by Customer or any third party (authorised, permitted or enabled by Customer) of the Services, except to the extent the foregoing directly result from Shopit's own gross negligence or willful misconduct. Shopit reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer. THIS FOREGOING INDEMNIFICATION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR CUSTOMER'S USE OF THIS WEBSITE OR THE SERVICES FOUND AT THIS WEBSITE.

10. **Severability**. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11. **No Assignment by Customer.** Customer may not assign this Agreement without the prior written consent of Shopit, which Shopit may refuse in its sole discretion. Any attempt by Customer to assign this Agreement without prior written consent from Shopit will be deemed null and void. Shopit may assign this Agreement at any time. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12. **Waiver**. The failure of Shopit to exercise or enforce any right or provision of these Terms or this Agreement will not constitute a waiver of such right or provision.

13. **Entire Agreement.** Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. The section headings and titles in these Terms and this Agreement are for convenience only and have no legal or contractual effect. These Terms and this Agreement will be interpreted without application of any strict construction in favor of or against Customer or Shopit.

14. **Independent Contractors.** No agency, partnership, joint venture or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Shopit in any respect whatsoever.

15. **Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

16. **Force Majeure.** Shopit will have no liability to Customer or any third party for any failure by Shopit to perform its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of Shopit, including without limitation an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other event of force majeure.

14. Additional Service Specific Terms

In addition to the Terms above, Customer also agrees to be bound by the additional service specific terms applicable to the Services Customer purchases or uses provided by Shopit or its partners. The following Service Specific Terms are hereby incorporated by reference and are binding upon Customer.

1. **Third Party Services, Websites, Links and Information**. Shopit or its personnel may from time to time recommend or enable third party software, products, services or website links for Customer's consideration or use. Such software, products, services, and links are provided only as a convenience to customers of the Services. Some of the Services made available through this website may be subject to additional third party licensing terms or third party terms of use, including the ones posted here and incorporated herein by reference. Inclusion of any of the foregoing in the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Shopit with respect to any third party, any third

party's website or its content, or any information, products, or services provided by a third party.

2. These Terms and the Privacy Policy do not apply to such third party websites, and Customer should review such third party websites' privacy policies, terms and conditions and business practices as they may be different than Shopit's Terms and it is Customer's sole responsibility to comply with such third party terms. Access to any other website is at Customer's own risk, and Customer's dealings and communications with any third party in connection with such third party's website are solely between Customer and such third party.

3. Shopit MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THIRD PARTY SOFTWARE, PRODUCTS OR SERVICES AND WILL NOT BE LIABLE FOR ANY SOFTWARE, PRODUCTS OR SERVICES CUSTOMER RECEIVES FROM THIRD PARTIES.

4. **Shopit Theme Store**

   - Except as otherwise expressly provided at checkout when licensing a Design Theme, refunds will not be issued to Customers for Design Themes once they are purchased.

   - All Design Themes are licensed to customers on a non-exclusive basis and can be reproduced and redistributed an unlimited number of times by Shopit. All references to Design Themes in these Terms include any styles associated with the licensed Design Theme.

   - Shopit grants to Customer, for so long as Customer continues to subscribe and pay for the Services, a nonexclusive license to modify, make derivative works of and use, each licensed Design Theme solely in conjunction with the Shopit platform and the Services. For clarity, the foregoing license only allows Customer to use each licensed Design Theme for a single Shopit store/website per license purchased. If Customer desires to use a Design Theme for more than one Shopit store owned or operated by Customer, a new Design Theme license must be purchased for each such store using the Design Theme. Design Themes may only be used by a Customer and may not be transferred by Customer to any unaffiliated third party without the prior written consent of Shopit. For clarity, Customer may not license, sublicense, assign, transfer, redistribute or sell any Design Themes or derivative works thereof to any other parties. Design Themes are the exclusive property of Shopit or our design partner, and all right, title and interest in each Design Theme shall remain exclusively with Shopit or the applicable design partner.

   - If Customer licenses a Design Theme for its website, Shopit may provide your personal information to our design partner to facilitate the design partner's provision and/or offer of support/services and/or products to the Customer. Technical support for a Design Theme is the responsibility of the designer partner, and Shopit does not accept any responsibility to provide such support.

- If Customer customises a Design Theme via any tool other than Theme Editor or with Style Editor, neither Shopit nor its design partners are obligated to support that Design Theme.

- It is the responsibility of Customer, and not Shopit, to ensure that the installation of a new Design Theme does not overwrite or damage the current or preexisting theme, or UI, of Customer.

5. **Migration and Onboarding Services**

- Shopit offers migration services ("Migration Services") to Customers purchasing select Service plans as described on our website for an additional fee. Shopit supports most standard shopping cart database schemes by default. Our Migration Services do not guarantee proper migration of the custom data, fields or information handled by third-party modules and/or contributions.

- We recommend that data is migrated into a store which is not live (visible to the public and/or transacting). If for any reason you require Migration Services to transfer data into a live store we recommend that your store is placed in "maintenance mode" during the data transfer as importing large amounts of data can disrupt business flow within a live store site.

- Our onboarding services ("Onboarding Services") include configuration of basic Shopit store settings and is available to Customers purchasing select Service plans as described on our website or for an additional fee.

- Unless included in a select Service plan, Migration Services and Onboarding Services are Services for which we charge a one-time, upfront fee. All such Services are non-refundable, except solely at the discretion of Shopit in the case of a major technical issue that is exclusively the fault of Shopit and that Shopit is unable to resolve within 30 days of receipt of written notification from you.

Dated and Valid as of: 22nd March 2019