

# Terms and Conditions

Last changed: 17/03/2017

## Background:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use Multiply, a hosted software application offered by Multiply Software Ltd designed to help professional Internet retailers to manage their products and prices. Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account and purchasing a Subscription. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Multiply immediately.

## 1 Definitions and interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required to access and use Multiply, as detailed in Clause 4;
“Content”	means any and all text, images, audio, video, scripts, code, software, data, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Multiply;
“Contract”	means the contract between Us and you for the purchase and sale of a Subscription to Multiply, as explained in Clause 6;
“Linked Third Party Service”	means a Third Party Service which Multiply is configured to access, on your behalf and using credentials provided by you, in the context of your Account;
“Order”	means your order for a Subscription;
“Subscription or Trial Confirmation”	means Our acceptance and confirmation of your Order;

“Subscription” means a subscription to access Multiply, purchased in accordance with these Terms and Conditions;

“Third Party Service” means any service, website, platform, API, marketplace, software or price comparison website offered by a third party;

“User” means a user of Multiply;

“User Content” means any data that is created and/or uploaded by Users in or to Multiply; and

“We/Us/Our” means Multiply Software Limited, a limited company registered in England under company number 10574089 of Kingsfield House, 3rd Floor, 66 Prescot Street, London, E1 8NN, United Kingdom.

## 2 Information about Us and Multiply

2.1 Multiply is owned and operated by Multiply Software Limited, a limited company registered in England under company number 10574089 having its registered office at Kingsfield House, 3rd Floor, 66 Prescot Street, London, E1 8NN, United Kingdom.

2.2 Multiply is designed to assist professional retailers in the management of their products and prices on e-commerce websites and online marketplaces.

2.3 Multiply is designed to be connected to your accounts on Third Party Services, including but not limited to merchant accounts on marketplaces, your e-commerce platform and price comparison websites. Multiply has powerful capabilities, including setting prices and product availability information and creating, modifying deleting products on Third Party Services. **As such, great care must be taken when configuring and using Multiply and you must only grant access to users proficient with computers and trusted to access the Third Party Service accounts linked to Multiply.**

## 3 Access and changes to Multiply

3.1 Access to Multiply requires a Subscription, except during a possible free trial period. Upon purchasing a Subscription, Multiply will be available to you for the duration of that Subscription and any and all subsequent renewals. Only business clients may access Multiply or purchase a Subscription. Multiply is not available to consumers.

3.2 We may from time to time make changes to Multiply:

3.2.1 Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. We may elect not to inform you of any such changes, however they will be unlikely to materially affect your use of Multiply;

3.2.2 Minor changes may be made to reflect changes in the law or other regulatory requirements. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of Multiply; and

3.2.3 We may develop and improve Multiply over time, in some cases making significant changes to it. You will be kept fully informed of such changes if they materially affect your use of Multiply.

## 4 Accounts

4.1 An Account is required to use Multiply.

4.2 You may not create an Account if the User of the Account is under 18 years of age. Only professional Internet retailers, their employees, agents and contractors may possess an account and use Multiply.

4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.

4.4 We require that you choose a strong password for your Account. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.

4.5 You must not use anyone else's Account.

4.6 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the Data Protection Act, as set out in Clause 21.

4.7 You may create and remove additional Accounts, one each per additional users, that have certain permissions, which you may choose among the permission groupings offered by Multiply, to interact with your Account and your User Content by delegation and to use features of Multiply, including features that are potentially destructive and/or interact with Third Party Services, such as (but not limited to) modifying your prices on a Third Party Service. You bear full responsibility for any action taken within Multiply by the users of these Accounts during the period of activity of the Accounts, including any breach of these Terms and Conditions and it is your responsibility to ensure that each User is aware of the provisions of the Terms and Conditions current and in effect at all times, of the capabilities and limitations of Multiply and of all risks in using Multiply.

4.8 When another person uses Multiply with an Account created by you, any actions taken by that person in Multiply, including but not limited to changing a price or setting, interacting with a Third Party Service or adding credentials to a Third Party Service, shall be construed to have been taken by you.

## 5 Subscriptions, pricing and availability

5.1 We make all reasonable efforts to ensure that all general descriptions of the services available from Us (specifically, Multiply) correspond to the actual services that will be provided to you. There may, however, be minor variations from descriptions from time to time.

5.2 Where appropriate, you may be required to select your required Subscription. Different types of Subscription provide access to different features in Multiply.

5.3 All pricing information is correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes will not affect Subscriptions that have already been purchased, but may affect renewals of Subscriptions, unless our cost to provide some of the features of Multiply has materially increased, for example if obtaining external information supplied in Multiply becomes more expensive due to factors outside of our control, or if a Third Party Service substantially increases their interconnection fees.

5.4 Unless otherwise specified our prices do not include VAT.

## 6 Subscriptions – How contracts are formed

6.1 You will be guided through the Subscription process when you make a purchase. Before confirming a purchase, you will be given the opportunity to review your chosen Subscription and amend any errors in your Order. Please ensure that you check carefully before confirming your purchase.

6.2 No part of Multiply, Our website or any other material constitutes a contractual offer capable of acceptance. By purchasing a Subscription or requesting a trial period, you are making Us a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Subscription or Trial Confirmation by email. Only once We have sent you a Subscription or Trial Confirmation will there be a legally binding contract between Us and you ("the Contract").

6.3 Subscription or Trial Confirmations contain the following information:

6.3.1 Confirmation of your chosen Subscription or trial including full details of the main characteristics and features of Multiply available as part of that Subscription or trial;

6.3.2 Fully itemised pricing, including, where appropriate, taxes and other additional charges;

6.3.3 Details of the duration of your Subscription including the start date and the end and/or renewal date.

6.4 If We do not accept or cannot process your Subscription purchase for any reason, no payment will be taken under normal circumstances. If We have taken payment in such circumstances, the payment will be refunded to you as soon as possible and in any event within two weeks.

6.5 Subject to the cancellation provisions in Clause 8, once you have confirmed your Subscription purchase, your Subscription cannot be changed until the end or renewal date of that Subscription. Changes made to an auto-renewing Subscription will take effect when the Subscription is renewed.

6.6 By purchasing a Subscription, you are expressly requesting that you wish access to Multiply to be made available to you immediately (and will be required to acknowledge this). We do not offer consumer Subscriptions and no « cooling-off » period applies. For more details of cancellation, please refer to Clause 8.

## 7 Payment

7.1 Payment for Subscriptions will be due at the time of purchase. Your chosen payment method will be billed immediately upon confirmation of your Subscription.

7.2 We accept the following methods of payment:

7.2.1 Wire transfers;

7.2.2 Credit or debit card.

7.3 We do not charge any additional fees for any of the payment methods listed above.

## 8 Cancellation

8.1 Consumers (but not business customers) in the European Union have a legal right to a “cooling-off” period within which distance sales contracts (including those formed online) can be cancelled for any reason. This period, if applicable, begins once a contract is formed and ends at the end of 14 calendar days after that date.

8.2 Please note that, as explained in sub-Clause 6.6, because access to Multiply is made available immediately upon the purchase of a Subscription, the 14-day cooling-off period does not apply.

8.3 You may cancel at any time in the following limited circumstances and you may be entitled to a full or partial refund for services or digital content not provided:

8.3.1 We have incorrectly described Multiply or it is faulty (please refer to Clause 16 for more details); or

8.3.2 We have informed you of an upcoming change to Multiply, which either removes features or increases the price of your Subscription, or to these Terms and Conditions that you do not agree to; or

8.3.3 We have informed you of an error in the price or description of your Subscription or Multiply and you do not wish to continue; or

8.3.4 There is a risk that the availability of Multiply may be significantly delayed due to events outside of Our control; or

8.3.5 We have informed you that We have suspended, or are planning to suspend, availability of Multiply for a period greater than 5 days; or

8.3.6 We have breached these Terms and Conditions or have in any way failed to comply with Our legal obligations to you.

8.4 Subject to sub-Clause 8.3, non-renewing Subscriptions cannot be cancelled. Auto-renewing Subscriptions can be cancelled at any time, however (also subject to sub-Clause 8.3), no refunds can be provided and you will continue to have access to Multiply for the duration of the remainder of the Subscription period you are currently in. Cancelling an auto-renewing Subscription only prevents it from being auto-renewed.

8.5 To cancel a Subscription for any reason, please inform us using one of the following methods:

8.5.1 By telephone on the main number listed on our website at <http://multiply.cloud>; or

8.5.2 By email at [contact@multiply.cloud](mailto:contact@multiply.cloud); or

8.5.3 By post at Kingsfield House, 3rd Floor, 66 Prescott Street, London, E1 8NN, United Kingdom, sending a letter providing your name, address, email address, telephone number and details of your Subscription.

8.6 Any and all refunds due to you will be made no later than 14 calendar days after the date on which We acknowledge your cancellation. Refunds will be made to your original payment method unless you specifically request otherwise, subject to our agreement.

8.7 In certain limited circumstances listed in sub-Clause 8.8 We may cancel your Subscription and/or close your Account. If We take such action, you will be notified by email and We will provide an explanation for the cancellation and/or closure.

8.7.1 If your Account is closed and your Subscription cancelled because you have breached these Terms and Conditions, you will not be entitled to a refund. If you believe We have closed your Account and cancelled your Subscription in error, please contact Us at [contact@multiply.cloud](mailto:contact@multiply.cloud).

8.7.2 If your Account is closed and/or your Subscription is cancelled for any other reason, you will be refunded the remaining balance of your Subscription. The refund will be calculated based upon the price of your Subscription being divided by the total number of days in the Subscription and multiplied by the number of whole days remaining until the end of the Subscription (or, in the case of auto-renewing Subscriptions, until the renewal date).

8.8 The circumstances referred to in sub-Clause 8.7 above are

8.8.1 We are unable to continue providing at a reasonable cost to Us all or part of the features of Multiply (for example, if we become unable to make Multiply interact with a particular Third Party Service for any reason);

8.8.2 You use Multiply in relation with the sale of goods or services for which Multiply is bound by a pre-existing exclusivity agreement which forbids us from offering Multiply to you; or

8.8.3 Your business competes with Ours.

10.1.3 You do not use any of Our logos or trademarks (or any others displayed on Multiply) without Our express written permission; and

10.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

10.2 You may not link to Multiply from any other website the content of which contains material that:

10.2.1 Is sexually explicit;

10.2.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;

10.2.3 Promotes violence;

10.2.4 Promotes or assists in any form of unlawful activity;

10.2.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

10.2.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

10.2.7 Is calculated or is otherwise likely to deceive another person;

10.2.8 Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;

10.2.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.2);

10.2.10 Implies any form of affiliation with Us where none exists;

10.2.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or

10.2.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

10.3 Please note that the content criteria described above in sub-Clause 10.2 apply only to content over which the owner and/or operator of the website in question has direct control. You will not, therefore, be in breach of these Terms and Conditions if, for example, other users of a website on which you establish a link to Multiply post content such as comments that violate the above criteria.

## 11 Links to other content

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept

## 9 Our intellectual property rights and licence

9.1 We grant you a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Multiply to manage your products and prices on marketplaces, websites and price comparison sites for business purposes, subject to these Terms and Conditions, as long as you are the holder of a current Subscription, or during a trial period.

9.2 Subject to the licence granted to Us under sub-Clause 12.3, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third-party rights in that User Content and the terms of any licence under which you use such Content).

9.3 All other Content included in Multiply (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

9.4 By accepting these Terms and Conditions, you hereby undertake:

9.4.1 Not to copy, download or otherwise attempt to acquire any part of Multiply;

9.4.2 Not to disassemble, decompile or otherwise reverse engineer Multiply;

9.4.3 Not to allow or facilitate any use of Multiply that would constitute a breach of these Terms and Conditions; and

9.4.4 Not to embed or otherwise distribute Multiply on any website, FTP server or similar.

## 10 Links to Multiply

10.1 You may link to the location where Multiply is hosted provided that:

10.1.1 You do so in a fair and legal manner;

10.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

responsibility or liability for such third-party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

## 12 User Content

12.1 You agree that you will be solely responsible for any and all User Content that you create or upload using Multiply. Specifically, you agree, represent and warrant that you have the right to create or upload the User Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 14.

12.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 12.1. You will be responsible for any loss or damage suffered by Us as a result of such breach.

12.3 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. By creating or uploading User Content, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating Multiply.

12.4 If you wish to remove User Content, you may do so either within Multiply (with limited removal capabilities) or by requesting the deletion of the entirety of your data. Removing User Content also revokes the licence granted to Us to use that User Content under sub-Clause

12.5 You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).

12.6 We will use appropriate security precautions to ensure that your User Content is not accessible to anyone other than Users you have authorized and to Our employees, agents and contractors for the sole purpose of operating Multiply and providing related services to you. Our employees, agents and contractors are bound to Us by a confidentiality agreement for this purpose.

## 13 Intellectual property rights and User Content

All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licenced by the relevant User. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

## 14 Acceptable usage policy

14.1 You may only use Multiply in a manner that is lawful and that complies with the provisions of this Clause 14. Specifically:

14.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;

14.1.2 You must not use Multiply in any way, or for any purpose, that is unlawful or fraudulent;

14.1.3 You must not use Multiply to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind;

14.1.4 You must not use Multiply in any way, or for any purpose, that is intended to harm any person or persons in any way; and

14.1.5 Before you link, authorize Us to link or cause to be linked any Third Party Service with Multiply (for example, when you enter your credentials to a marketplace in Multiply so that Multiply may access your account on that marketplace), you must ensure that you are duly authorized to do so by the owners or operators of the Third Party Service and that the linking between the Third Party Service and Multiply is compliant with all applicable laws and regulations. If and when you lose the required authorizations or when the linking ceases to be compliant with any applicable law or regulation, you must immediately (i) de-activate this linking and (ii) inform us in writing. You remain fully responsible at all times for your obligations to any third party whose services you have linked with Multiply.

14.1.6 By offering the ability to link a Third Party Service with Multiply, We make no representation to you that linking the Third Party Service and Multiply is authorized or tolerated by the entities offering the Third Party Service. Multiply merely offers a technical capability. Your right to use the capability depends on your contractual relationship with the entities offering the Third Party Services and applicable laws and regulations.

14.2 The following types of User Content are not permitted on Multiply and you must not create, submit, communicate or otherwise do anything that:

14.2.1 is obscene, deliberately offensive, hateful, or otherwise inflammatory;

14.2.2 promotes violence;

14.2.3 promotes or assists in any form of unlawful activity;

14.2.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

14.2.5 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

14.2.6 is calculated or otherwise likely to deceive;

14.2.7 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;

14.2.8 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 14.2);

14.2.9 implies any form of affiliation with Us where none exists;

14.2.10 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or

14.2.11 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

14.3 We reserve the right to suspend or terminate your Account and/or your access to Multiply if you materially breach the provisions of this Clause 14 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:

14.3.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Multiply (for more details regarding such cancellation, please refer to sub-Clause 8.9);

14.3.2 Remove any of your User Content which violates this Acceptable Usage Policy;

14.3.3 Issue you with a written warning;

14.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

14.3.5 Take further legal action against you as appropriate;

14.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or

14.3.7 Any other actions which We deem reasonably appropriate (and lawful).

14.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

## 15 Publicity

You agree that We may identify you as a recipient of Our services and use your logo in sales presentations, marketing materials and press releases and to display a brief customer profile on our website for promotional purposes.

## 16 Problems with Multiply

If you have any questions or complaints regarding Multiply, please email Us at [contact@multiply.cloud](mailto:contact@multiply.cloud) or by using any of

the methods provided on Our contact page at <http://multiply.cloud/en/contact/>.

## 17 Disclaimers, indemnity and liability

17.1 No part of Multiply or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to the conduct of your e-commerce activities, whether on your own website or on third-party sites such as marketplaces and price comparison websites.

17.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Multiply will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

17.3 We make reasonable efforts to ensure that the content contained within Multiply is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Multiply (and the content therein) is complete, accurate or up-to-date.

17.4 We do not guarantee any success in your sales efforts when using Multiply.

17.5 We are not a party to any of your transactions with third parties. When Multiply is configured in such a way that it sets your price (or any other datum), or causes your price (or any other datum) to be set, on your website, on a Third Party Service, or on any other medium, Multiply acts as a tool within your control and this price (or any datum) shall be construed to have been set by you.

17.6 The price changing actions taken by Multiply may interfere with the quantities of stock available as set on various Third Party Services which you have linked, or authorized to be linked, with Multiply, even if you do not use any of Multiply's features which are directly concerned with the management of your stocks. This is due to limitations and/or peculiarities of some Third Party Services which Multiply is designed to interact with. It is therefore your responsibility to use reasonable safety margins when assigning stocks to your various distribution channels. We recommend that you decrement your declared stocks by at least 1 on each distribution channel to take this limitation into account (use a higher number if other factors exist which require safety margins).

17.7 Most features of Multiply require that your upload data into Multiply and/or that you link Multiply to Third Party Services, for example by entering your Amazon credentials into Multiply.

17.8 When you link a Third Party Service by entering your credentials for the Third Party Service into Multiply, and until you remove these credentials or instruct to remove the Linked Third Party Service, you

17.8.1 authorize Us to use these credentials and communicate with the Third Party Service on your behalf for the purpose of providing any and all relevant features of Multiply to you; and

17.8.2 represent to Us that you are, at all material times, fully authorized by the providers and right holders of the Third Party Service to allow Us to have the credentials and perform on your behalf all functions against the Third Party Service required to provide all relevant features of Multiply to you.

## 18 Our liability

18.1 To the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Multiply or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in Multiply.

18.2 To the fullest extent permissible by law, We accept no liability for loss or damage that is not foreseeable.

18.3 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Multiply or any Content (including User Content) included in Multiply.

18.4 We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

18.5 We exercise all reasonable skill and care to ensure that Multiply is free from viruses and other malware. Subject to sub-Clause 16.2.1, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Multiply (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.

18.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Multiply resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

18.7 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

18.8 You must ensure you have read and comply with all user documentation We publish concerning Multiply, including regarding any change made to the software, as well as all relevant documentation of third-party services linked by or for

You to Multiply. It is your responsibility to ensure that you understand any warning or mention within either the user interface of Multiply or its documentation and, when in doubt, to immediately turn off any features relating to the automatic change of prices and contact Our customer support service.

18.9 The pricing of your Subscription reflects the limitations in liability expressed herein.

18.10 If you or any of your Users discover a defect in Multiply that you have any reason to suspect may have adverse consequences (for example, if the defect is likely to affect the prices Multiply sets for you), you must immediately inform us in writing of that fact, along with all relevant details so that we may fix the defect. In addition, you must immediately deactivate the feature that cause Multiply to automatically update your prices on all distribution channels, unless and until being informed in writing by Us that you may safely resume using the feature.

## 19 Viruses, malware and security

19.1 We exercise all reasonable skill and care to ensure that Multiply is secure and free from viruses and other malware. We do not, however, guarantee that Multiply is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 18.6.

19.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.

19.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Multiply.

19.4 You must not attempt to gain unauthorised access to any part of Multiply, the server on which Multiply is stored, or any other server, computer, or database connected to Multiply.

19.5 You must not attach Multiply by means of a denial of service attack, a distributed denial of service attack, or by any other means.

19.6 By breaching the provisions of sub-Clauses 19.3 to 19.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Multiply will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

## 20 Cookies

Multiply requires that your web browser be configured to accept cookies. If you do not wish to accept cookies, you may not use Multiply.

## 21 Data protection

21.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the

provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.

21.2 We may use your personal information to:

21.2.1 Reply to any communications that you send to Us;

21.2.2 Send you important notices, as detailed in Clause 22.

21.3 We will not pass your personal information on to any third parties without first obtaining your express permission to do so.

## 22 Communications from Us

If you have an Account, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to Multiply, and changes to your Account.

## 23 Other important terms

23.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

23.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

23.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

23.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

23.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

23.6 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

## 24 Changes to these Terms and Conditions

24.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you within two weeks after you receive a notification from Us by email informing you

of these changes if you have not objected to Us in writing, or on the date specified in the notification, whichever is later. If you object to the alterations, We are entitled to terminate all your existing Subscriptions within one week of receiving your written objection. You cannot assert any claims against Us because of any such termination. If following your objections we do not elect to terminate your Subscription, the contract will continue on the basis of the revision of these Terms and Conditions which was effective before the alteration in our notification.

24.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## 25 Contacting Us

To contact Us, please contact Us by email at [contact@multiply.cloud](mailto:contact@multiply.cloud), by using any of the methods provided on Our contact page on our website at <http://multiply.cloud>, or by registered mail to Our registered office.

## 26 Law and jurisdiction

26.1 These Terms and Conditions and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

26.2 Any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.