



Urban Seller

Terms and Conditions

Welcome to Urban Seller. We encourage you, our Customers, to read carefully and become familiar with our terms and conditions. Urban Seller reserves the right to correct and make the necessary changes to these terms of use at any time.

This Terms and Conditions (“Agreement”) sets out the legal agreement between you, collectively the “Customer” and Urban Seller SA, as the “Company”, registered in Geneva, Switzerland, under the company number CH-478.179.849, with registered office at, Switzerland - 6 Chemin de la Californie, Vesenaz, 1222 Geneva, for the use of Urban Seller’s Product and the Services.

By accessing and using the Urban Seller Website, you accept and agree to be bound by these Terms and the Privacy Policy, which can be found on the Website. If you do not agree to these Terms, you should not access or use the Website. In addition, when accessing Urban Seller Website, you shall be subject to any posted guidelines or rules applicable to the Website, which may be posted and modified from time to time.

By selecting the "Book a Demo" or "Try It Now" option the Customer acknowledges that the Customer has read, understands, and agrees to be bound by the terms of this Agreement. Notwithstanding the foregoing, Customer's use of the Service shall bind them and any employees, agents or subcontractors who access the service to the terms and conditions of this Agreement.

If a Customer does not agree with any of the terms or conditions of this Agreement, Customer is not authorised to use the Product or Services for any purpose whatsoever and must discontinue any and all use.

Definitions

"Customer Data" meaning all the data, being inputted and linked to the Product or/and Services e.g. EBAY or Amazon Marketplace Web Services, email accounts, etc., by the Customer, in accordance with its rights, defined below in this agreement.

"Confidential Information" means all the information which will be marked or designated or manifestly confidential or confirmed in writing to be confidential within seven days of its disclosure.

"Intellectual Property or IP Rights" means patents, trade/services marks, database rights, object code, procedures manuals and related documentation, know-how, trade or business names, domain names and other similar rights or obligations, whether capable of registration or not in any country.

“Product” and “Services” means the software and the services to be provided by the Company to the Customer including some or all of its products and the services via the website, <https://dashboard.urbanseller.com> or the additional professional customer service, including but not limited to the platform, each a “Product”, and any other services Company agrees to perform for the Customer under this Agreement including yet not limited to Support Services.

“Standard Support Hours” are outlined on the Company website. The Company reserves the right to amend these hours at any time and without notice. It is the responsibility of the Customer to ensure that it is aware of the hours of operation.

“Critical Issue Support Hours” means any hours outside of Standard Support Hours. Which the company reserves the right to set out in a specific clause, when signing up or manage the subscription to each individual customer.

“Support Services” the support and maintenance of the Company Software provided by Company. The Support Services contained in the Service is outlined on the relevant Product website page.

“Professional Customer Services” are the additional outsources customer support services Urban Seller provides through the website. Further individual agreement will set out the rules, the terms and conditions of use, applying to those.

Licence

In consideration of the payment of the Subscription Plan and Fees by the Customer, Company agrees to provide a limited, non-exclusive, non-transferrable and royalty-free licence to the Customer for the use of the Product and the provision of any other ancillary Services pursuant to this Agreement for the agreed Term.

Term

This Agreement is effective and enforced from the Customer Subscription and Registration date and it will be effective indefinitely unless and until either party terminates the Agreement.

Customer can cancel the Service at any time subject to a minimum of fourteen (14) days' written notice. If written notice to cancel is provided fourteen (14) days in advance of the next billing date, Customer's account will be cancelled at the end of the then relevant period and Customer will not be charged Subscription Fees again. For the avoidance of doubt, termination by Customer must be provided within 14 days of the next billing date. Customer will not receive a refund for any Subscription Fees already paid to Company. Written notice can be provided via email to privacy@urbanseller.com

Company can, in its sole and absolute discretion, terminate this Agreement at any time.

Description of the Product and the Service

The functionality of the Product and the Service varies on the subscription plan you have chosen. Please refer to www.urbanseller.com for more information on the features included in your Subscription Plan. In the event of any significant changes to the functionality of your service or change to the terms and conditions of this Agreement, you will be informed via email or through an in-Product alert to the changes in the specification or the revised Terms and Conditions. Customer's continued use of the Product and its Service shall, in itself, constitute acceptance of any change.

Free Trial Period

When you select the "Try It Now" option on the Website, your registration within the Service of the Product will start, you will be provided with a Free Trial Period, for 14 days. The use of the Product and its Service will be on a non-exclusive, non-transferable and royalty-free basis in accordance with all the terms of this Agreement with the exception of the payment of Subscription Plans during that period. The Free Trial Period may be extended by Company in its sole and absolute discretion.

In case that you wish to continue to use the Product and the Services after the expiration of the Free Trial Period, you must (prior to the end of the Free Trial Period); (a) have correctly completed all the information relating to payment of the Subscription Plan in the payment section of the product; (b) have provided valid bank card (either credit or debit card) details for payment of the Subscription plans; (c) have chosen

a subscription plan to sign up to for use of the Product and the Services; and (d) paid the correct amount owed for activating your subscription plan to the Product and the Service.

At the end of the Free Trial Period, the access to the services data and the platform features will be terminated until a correct subscription plan is chosen and being billed and paid.

Subscription plan and Invoicing

The Service is billed in advance every thirty (30) days. To obtain the then relevant advance payment discounts, Customer retains the option to select to pay for six months in advance and such payments will cover one hundred and eighty (180) days while annual payments in advance will cover a period of three hundred and sixty-five (365) days. Where Customer selects to choose the 6 months' bundle, Customer will continue to be billed on such payment cycles unless amended in the payment section of the Service or else have been stated and define by both parties – the Company and the Customer.

Company will automatically charge your nominated credit card and you hereby authorize Company to deduct such payments in advance with the prevailing rate of the Service at the time of registration ("Subscription Plan"). Company reserves the right to amend its pricing structure at any time, however, any change to the amount to be charged to your card on a recurring basis excluding Discounts will be communicated to you in advance. From time to time, Company may offer certain discounts, promotional codes or

other offers (“Discounts”). All such Discounts are provided at the sole and absolute discretion of Urban Seller and such Discounts may be amended or supplemented at any time and without notice to Customer, even where such amendments would change the recurring fee charged to Customer’s credit card.

Where you upgrade your Service subscription in a particular period, an additional fee will be charged on a pro-rate basis for the additional services, and thereafter you will be charged the full service fee on a recurring basis. IF YOU DOWNGRADE OR CANCEL YOUR SERVICE, NO REFUNDS ARE ISSUED INCLUDING ANY ADVANCE PAYMENTS.

All our prices are quoted excluding VAT or other sales taxes. If you are located outside of the EU, or you have a valid VAT number which you supply to us, then we will not charge you VAT. If you are not VAT registered and are located within the EU, we will charge you VAT at the current rate of the stated currency. It is your legal obligation that the VAT number you supply us is valid.

It is Customer’s responsibility to ensure that the registered credit card has sufficient funds to allow the Fees charge to be processed and it is the responsibility of Customer to ensure valid and up to date credit card details are provided at all times. Failure to do so may result in a missed payment and any failure to pay the Fees may result in Urban Seller suspending Customer’s access to the Platform. As soon as a payment is missed or there is an amount overdue on Customer’s account,

Urban Seller shall be entitled to suspend or cancel Customer's access to the Platform at any time and without notice.

Partnership

The Urban Seller's Website contains a section entitled "Partners". This is part of the Company Partnership Program ("Referral Partnership Program"). This Program is governed by a separate agreement ("Partnership Agreement") that can be found on the Website or requested via email: partners@urbanseller.com. Customer's participation within the Referral Partnership Program does not take effect on the same day as this Agreement. Customer's Partnership Program participation will only commence on the day on which customers accepts the terms and conditions of the Partner Program Agreement, by filling and signing the related Application Form.

If a Customer enters into a Partnership Agreement, this Agreement will be automatically terminated. However, termination of the agreement will not constitute a termination of this Agreement including, but not limited to, Customers' obligations and the payment of the Subscription plan.

Information we collect

By using the Website and the Product Urban Seller provides, Customer consents to its contact information to be used by Urban Seller to send updates about the Product and the Service including but not limited to changes to the Services description and changes in the Terms and Conditions.

Company may also send to you details of other Products and Services from Company that Company, in its sole discretion, determines that it may be of interest to you.

Customer agrees Urban Seller to use and publish the information they submit in marketing and promotional materials, including but not limited to case studies, event materials, presentations, website, videos, tweets and any other media.

In use of the Service, Customer agrees to grant Company a non-exclusive, transferable, royalty-free, worldwide and fully paid-up license to use the Customer Data for the purposes of analysis and development, including IP development (“Company Development”). Any such Company Development shall be fully owned by Company and Customer hereby agrees that it shall have no rights or claims whatsoever over Company Development and waives any and all rights and claims, including any moral rights, over the Company Development whether now known or hereafter devised

When a Customer provides any feedback, advice, comment, instruction or any other verbal or written communication directly or indirectly to Urban Seller about the Product and the Services (“Customer Feedback”), Customer hereby grants to Urban Seller a non-exclusive, transferable, royalty-free, worldwide and fully paid-up license in and to the Customer Feedback.

Customer Data includes payment information. Company does not store complete payment information, this data is maintained by our payment processing providers, Stripe and

PayPal, both of whom are Payment Card Industry (“PCI”) compliant. Urban Seller will retain details such as your billing address, email, telephone number and partial credit or debit card details including the expiry date, the last four digits of the card number and the name on the card. Company does not retain full card numbers or CVV codes. This information is retained solely for the purposes of Customer Service and in no way is this information shared with any third party or used for any other purpose than for Customer and technical support.

Intellectual Property Rights

Ownership of IPR: Except for the rights granted to You defined in these Terms and Conditions of use, all rights, title and interest in and to all Our patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights in or related to the Product, the Service(s), including the Website, and any part of it (collectively, “Intellectual Property Rights”) shall belong to and remain exclusively with Urban Seller. We are the owner or the licensee of all Intellectual Property Rights in Our Website, and the content or material published on it. Those works are protected by copyright laws and treaties around the world. Customer must not use any part of the content on Our Website for commercial purposes without obtaining a license to do so from Us or Our licensors. Further, Urban Seller claim no intellectual property rights over the content Customer upload or provide to the Product and the Service(s).

Grant of License to Us: We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Product and the Service(s) or Website or otherwise use any suggestions, enhancement requests, recommendations or other feedback Urban Seller receives from Customer.

Unless You notify Us otherwise by an e-mail to privacy@urbanseller.com, You agree to grant Us a royalty-free, worldwide, transferable license to use Your trademark or logo to identify You as Our customer on Our Website and/or marketing collateral.

Urban Seller may obtain and aggregate technical and other data about Customer's use of the Product and the Services that is non-personally identifiable with respect to You ("Aggregated Anonymous Data"), and We may use the Aggregated Anonymous Data to improve, support and operate the Product and the Services. For clarity, You are not identified as the source of any Aggregated Anonymous Data and no Personal Data is collected as a part of Aggregate Anonymous Data.

Grant of License to Customer: Urban Seller's Product and the Service names, and logos used or displayed on the Product and the Services or Website are Urban Seller's registered or unregistered trademarks (collectively, "Marks"), and You may only use such Marks to identify You as a user of the Product or the Services You have subscribed to, and/or requested to use.

Reservation of Rights: All rights not expressly provided to You herein are reserved.

Data Protection

Customer has its own rights in order to protect data, title and interest in and to all of the customer data inputted by Customer, or on Customer's behalf (including by Company) for the purpose of using the Product and the Services and Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

Urban Seller follows its own protection procedures for Customer Data in compliance with the Data Protection Acts 1988 to 2003. Also, due to the changes which will be enforced on 25th of May, 2018, the Company will adopt the GDPR compliance.

In the event of any loss or damage to Customer Data within the Product and the Services, the Customer's sole and exclusive remedy shall be for Company to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by Company. Company shall not be responsible for any direct or indirect loss, destruction, alteration or disclosure of Customer Data caused by any third party.

Urban Seller will, in providing the Product and the Service comply with its Privacy Policy relating to the Privacy and security of the Customer Data available its Website or such other website address as may be notified to you from time

to time, as such document may be amended from time to time by Company in its sole discretion.

If Urban Seller processes any personal data on the behalf of a Customer when performing its obligations under this Terms and Conditions, the parties agree and acknowledge their intention that Customer shall be the data controller and Company shall be a data processor and in any such case: (a) Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where Customer is located in order to carry out the Product and the Service and Company's other obligations under this Agreement; (b) Customer shall ensure that it is entitled to transfer the relevant personal data to Company so Company may lawfully use, process and transfer the personal data in accordance with this Agreement on your behalf; (c) Customer shall ensure that the relevant third parties have been informed of, and have given their consent to such use, processing, and transfer as required by all applicable data protection legislation; and (d) each party shall take appropriate technical and organisational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

Further information regarding Customer and Company Data will be stated and defined in the Urban Seller's Privacy Policy which can be found on the Website.

Company's Obligations

Urban Seller will provide an instruction to enable Customers to make use of the Product and the Services as Company reasonably considers appropriate. There is no obligation on Company to provide direct setup and any direct setup by Company will be done in its absolute discretion.

Urban Seller will take all reasonable steps to ensure that all Customer Data under Company's control is kept secure in accordance with good industry practice and good work ethics.

For the purposes of the Data Protection Acts 1988 - 2003 and Directive 95/46/EC, and the latest GDPR policy, where the provision of any part of the Service requires Company to process personal data supplied by the Customer as data controller, then Company shall act only on instructions from the Customer as data controller and shall only carry out processing on the Customer's instructions.

Client's Obligations

Customer will be solely responsible for the configuration of the Product and the Services correctly according to guidelines supplied by Company. Customer will also fully comply with all relevant Terms and Conditions on the third party marketplaces or accounts that Customer links or associates with their Company account(s) or Service(s).

Customer will fully comply with all applicable laws and regulations when performing its obligations under this Agreement and obtain all third party consents, licences and

rights reasonably required in order to allow Company to perform the Product and the Services.

Where the Customer's own employees undertake work which impacts upon the performance of the Product and the Service, then the Customer undertakes to use sufficiently qualified and competent employees to ensure that the Product and the Services are not adversely affected or delayed.

If the Customer fails to perform any of its obligations under this Agreement Then Company will not be responsible for any delay, cost increase or other consequences arising from such failure, and the Customer will reimburse Company for any costs or expenses incurred by Company due to such failure. Urban Seller will not be responsible for any matter arising from a lack of appropriate IT knowledge or experience on the part of any of the Customer's employees.

While Urban Seller will provide the tools available to configure VAT and other sales taxes in the software, the Customer is solely responsible for VAT and other sales tax compliance in the various jurisdictions where the Customer trades and despatches its Products or Services.

If Customer does not subscribe to the Product and the Service following expiry of the Free Trial Period or if Customer's Subscription Plan is terminated for any reason, it is Customer's responsibility to disconnect any marketplace accounts from the Product and the Services.

If the Platform has been use to administer the illegal and/or immoral information, Urban Seller reserves the right to terminate the use and the further access to the Service,

without any refund, and also alert enforcement agencies, as a guide, please refer to eBay's or Amazon's prohibited listing policy.

Support Services

Support Services are included in the Product and the Service; however, the level of the service will be dictated by the Subscription Plan chosen by Customer. The prevailing Support Services for Customer's relevant Service will be outlined on the website.

Urban Seller will use best endeavours to resolve any critical support issues within 24 working hours. A Critical issue is defined as a problem which prevents the Customer from trading and effects all facilities of using the system. Any other issues will be dealt with on a strictly first come first served basis. If a problem raised is defined as a feature request, then Urban Seller will not commit to a time frame in relation to a resolution with regards to this problem.

The Customer will not hold Urban Seller responsible with any losses resulting in either the use of the system or connecting it to any Customer online accounts.

Indemnity

If use of the Product and the Service(s) by Customer has become, or in Urban Seller's opinion is likely to become, the subject of any IP Claim (defined below), We may at Company's own option and expense (a) procure for Customer the right to continue using the Product and the Service(s) as set forth hereunder; (b) replace or modify the Product and the

Service(s) to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Urban Seller, terminate Customer Subscription to the Product and the Service(s) and repay the Customer, on a pro-rated basis, any Subscription Fees Customer have previously paid the Company for the corresponding unused portion.

After a subscription has been terminated, Urban Seller reserves the right to delete all the customer information.

Indemnification by Urban Seller: Subject to Customer compliance with these Terms and Conditions, Urban Seller will indemnify and hold Customer harmless, from and against any claim brought against Customer by a third party alleging that the Product and the Service(s) the Customer subscribed to infringes or misappropriates such third party's valid patent, copyright, or trademark (an "IP Claim"). Urban Seller shall, at company expense, defend such IP Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys, provided that (a) Customer shall promptly notify Urban Seller of the threat or notice of such IP Claim; (b) Company have or will have the sole and exclusive control and authority to select defence attorneys, defend and/or settle any such IP Claim; and (c) Customer fully cooperate with the Company in connection therewith. Urban Seller will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Customer; (ii) modification of the Product and the Service(s) by anyone

other than Urban Seller; or (iii) the combination, operation or use of the Product and the Service(s) with other hardware or software where the Product and the Service(s) would not by themselves be infringing.

Urban Seller's sole, exclusive and entire liability to Customer and constitute Customer sole remedy with respect to an IP Claim brought by reason of access to or use of the Product and the Service(s) by You.

Indemnification by Customer:

Customer shall indemnify and hold Company harmless against any claim brought by a third party against Urban Seller, and their respective employees, officers, directors and agents arising from or related to use of the Product and the Service(s) by Customer in breach of this Agreement or matters which Customer have expressly agreed to be responsible pursuant to these Terms and Conditions; provided that Urban Seller promptly notify You, as Customer of the threat or notice of such a claim.

The Customer shall defend, indemnify and hold harmless Company against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the usage of the Product and the Service(s) Urban Seller provides.

Customer SHALL NOT - distribute viruses, copy the website or any materials, text, images, etc. do not copy the software and its features.

Do not show and/or post any harmful, violence or sexual suggestions, picture, content. Customer promises to use the system in accordance with the local laws. If requested by any authority, we will supply information relating to any governmental or legal investigation.

Limitation on Liability

Customer uses the Product and the Service at their own risk. To the fullest extent permitted by law, Company shall not be liable for any direct, indirect, consequential, incidental or special damage or loss of any kind including but not limited to, loss of profits, loss of business, loss of or corruption of data however caused.

Nothing in this Agreement shall exclude or in any way limit either party's liability for death and personal injury resulting from negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.

Subject to the Terms and Conditions contained herein, Company shall not be liable under or in connection with this Agreement for: (a) loss of income; (b) loss of business profits or contracts; (c) business interruption; (d) loss of the use of money or anticipated savings; (e) loss of information; (f) loss of opportunity, goodwill or reputation; (g) loss of, damage to or corruption of data; or (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

Company's maximum aggregate liability under or in connection with these Terms and Conditions, or any collateral contract, whether in contract, tort (including negligence) or otherwise (including any liability for the acts or omissions of its employees or agents), shall be limited to a sum equal to the total Subscription Fees paid to Company since Customer's first registering for the Product and the Service or in the twelve (12) month period immediately preceding the date the cause of action arose.

Company does not warrant that the Product and the Service (s) offered herein will not infringe third party intellectual property rights.

This Agreement sets out the full extent of Company's obligations and liabilities in respect of the supply of the Product and the Service(s). In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Company except as specifically stated in these Terms and Conditions. Any condition, warranty, representation or other term concerning the supply of the Service offered by Company which might otherwise be implied into, or incorporated in, this Agreement or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

Customer acknowledges the Customer alone is responsible for the information and data Customer holds, as well as that arising from the use of the Product and the Service (s) and Customer assumes sole responsibility for the security of such

information. Customer acknowledges that Customer alone is responsible for forecasting and calculating any damage Customer is liable to suffer in the event of any problem arising in the performance of the Product and the Service (s). Consequentially, Customer acknowledges that it is Customer's responsibility to insure its business against all risks which Customer regards as appropriate having regard to Customer's own individual circumstances and the Terms and Conditions of this Agreement.

Customer acknowledges that all sales made by Customer as a result of using the Product and the Service (s), whether directly or indirectly, are made between Customer and the buyer directly, and Urban Seller accepts no responsibility for and is not a contractual party to same. Customer undertakes to abide by all legislative and regulatory provisions, including without limitation, all consumer protection, distance selling regulations and tax and indirect tax compliance.

Customer acknowledges and agrees that Company shall have no liability in the event that any third party operator makes changes to their service or their API for which render the Product and the Services or part of the Product and the Service offered obsolete or prevent access to the third party platform or service. Company shall have no liability for any decisions or actions of the third party platform operator or their consequences, whether they arise with or without warning and irrespective of the consequences.

Company is not liable for: (a) the integrity, completeness, precision, accuracy or updating of information or data

provided by the Product and the Service which is dependent upon third parties; or (b) information uploaded by Customer to the Product and the Service or to third party services such as Customer's Amazon and/or eBay marketplace (s).

In the event of breach of, or failure to comply with, the Terms and Conditions of use or access of a third party marketplace platform (including but not limited to Amazon and eBay), or due to general issues of seller performance (including, without limitation, feedback ratings) the marketplace operator may (at their discretion) terminate your access to and use of their marketplace (on either a temporary or permanent basis). Company accepts no liability for any such termination whether caused by use of the Product and / or the Service or otherwise.

Customer hereby acknowledges that whilst the Urban Seller Product regularly updates Customer's information, Company does not provide an absolute guarantee of a real-time connection with the third party marketplace and as a result, there may be a discrepancy in data provided by the Product and the Service, for example, between the number of products displayed as sold, and those actually sold. If products are oversold by you and the marketplace receives a request for a refund from the buyer, this may result in your access and use of the marketplace being suspended, on either a permanent or temporary basis. Urban Seller accepts no liability in such event. It is your sole responsibility to monitor your sales on all marketplaces on a regular basis.

Company shall not be liable for any fluctuations in exchange rates or currency conversions or for the accuracy, completeness or reliability of any information supplied to it by third parties.

Company shall use commercially reasonable endeavours to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned maintenance; or (b) unscheduled maintenance. Company does not accept any liability for any unavailability of the Service due to events outside of its control, including without limitation, network failures.

Urban Seller reserves the right to delete all the customer information if and when the Services are terminated.

Force Majeure

Both side have to be protected so a force majeure terms have to be outlined. Follow the Laws, A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; and (f) the acts,

decrees, legislation, regulations or restrictions of any government.

Fair Usage Policy

A fair usage policy shall apply to all unlimited features of the Product and the Services.

If one particular Customer usage of the system results in a degraded experience of other Customers, then Urban Seller reserves the rights to restrict or throttle the use with no penalty or refund from Urban Seller.

The Unlimited program does allow a review of the account at over 10 stores or channels connected or over 20 users. We may require the client to upgrade to the enterprise account with 30 days' notice.

Confidentiality

Company reserves the right to inform its employees, temporary workers, subcontractors or sub processors of any Confidential Information relating to Customer or Customer's business if such communication is necessary or desirable for Urban Seller's performance of its obligations arising from this Terms and Conditions, it being understood that Company will bring the confidential nature of this aforementioned information to such persons.

General

Client may not transfer or assign any or all of Customer's rights or obligations under these Terms and Conditions.

If Urban Seller fails, at any time during the Term of this Agreement, to insist on strict performance of any of Customer's obligations under these Terms and Conditions, or if Company fails to exercise any of the rights or remedies to which it is entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve Customer from compliance with such obligations. A waiver by Urban Seller of any default shall not constitute a waiver of any subsequent default. No waiver by Urban Seller of any provision of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

If any of the Terms and Conditions of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

This Agreement and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Product and the Service and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into this Agreement, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Agreement except as expressly stated in this Agreement.

Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Agreement.