



Uniqodo Limited, 225 Shoreditch High Street, London, E1 6PN

UNIQUODO LIMITED ("UNIQUODO") IS WILLING TO ENGAGE YOU AS A DISTRIBUTOR AND PROVIDE ACCESS TO THE UNIQUODO SOFTWARE, AND ANY ASSOCIATED SERVICES, ON THE FOLLOWING TERMS AND CONDITIONS FOR DISTRIBUTORS (THE "DISTRIBUTOR TERMS"). YOU MUST READ THESE DISTRIBUTOR TERMS CAREFULLY BEFORE USING THE UNIQUODO SOFTWARE. THESE DISTRIBUTOR TERMS CONSTITUTE AN EFFECTIVE, LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND UNIQUODO. BY CLICKING 'I AGREE' OR 'SUBMIT', USING THE UNIQUODO SOFTWARE OR OTHERWISE INDICATING AGREEMENT (INCLUDING BY ELECTRONIC MEANS), YOU AGREE TO THESE DISTRIBUTOR TERMS. IF YOU DO NOT AGREE TO THESE DISTRIBUTOR TERMS, YOU SHOULD NOT CLICK 'I AGREE' OR 'SUBMIT' AND SHOULD IMMEDIATELY MAKE NO FURTHER USE OF THE UNIQUODO SOFTWARE.

1. INTERPRETATION

1.1. The following definitions apply to these Distributor Terms:

"Business Day" means a day other than a Saturday, Sunday or public holiday in England;

"Distributor" means an entity which publishes Voucher Codes and promotes Merchants and/or their products under Uniqodo's terms and conditions for Distributors. By entering these Distributor Terms, you will become a Distributor;

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

"Licence": the licence granted under clause 3.1;

"Merchant" means an online retailer which has entered Uniqodo's terms and conditions for Merchants (or any equivalent terms and conditions);

"Merchant Materials" means the trade marks, goodwill and other get up of any Merchant, and any other Intellectual Property Rights, information and materials (including advertising content) that may be made available to you by use of the Uniqodo Software;

"Uniqodo" means Uniqodo Limited (company number 08869189);

"Uniqodo API" means the Uniqodo Distributor Tools and Uniqodo's application programming interface for the management, distribution and tracking of, amongst other things, the use of Voucher Codes;

"Uniqodo Interface" means the Uniqodo intranet used by (i) Uniqodo to provide its services and to provide access to the Uniqodo API and Voucher Codes (ii) online Merchants and Distributors (including you) to publish Voucher Codes and promote Merchants and/or their products;

"Uniqodo Distributor Tools" means buttons and widgets and any other linking method Uniqodo produces for distributors to use to put vouchers on their website or app;

"Uniqodo Software": means the Uniqodo API and the Uniqodo Interface;

"Voucher Code": means a code which can be redeemed by the bearer as part of an online purchase in order for the bearer to obtain a discount to the purchase price, or another other benefit;

1.2. A "person" includes a natural person, corporate or unincorporated body.

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Uniqodo Limited "Uniqodo" is a limited company registered in England with the company number 08869189 and the VAT number GB 198 1198 65 and registered office address of Uniqodo Limited, 1 Gayfere Place, London, SE25 6DY.



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1.3. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and references to one gender are references to the other genders.

1.4. The words "include" and "including" (or similar) shall be deemed to have the words "without limitation" after them.

2. YOUR USE OF THE UNIQODO SOFTWARE

2.1. Your access to the Uniqodo Software shall be limited to you. You will be allocated a username and password by Uniqodo.

2.2. You shall keep your password confidential. Uniqodo shall not be liable for any losses or damage suffered by you due to the disclosure of any passwords.

2.3. You will properly integrate the Uniqodo API promptly after entering these Distributor Terms. You must not disable any integration of the Uniqodo API while these Distributor Terms remain in force.

3. LICENCE OF UNIQODO SOFTWARE AND SUB-LICENCE OF MERCHANT MATERIALS

3.1. Subject to your continued compliance with these Distributor Terms, Uniqodo hereby grants you a licence to use the Uniqodo Software and Voucher Codes in accordance with these Distributor Terms.

3.2. The Licence is revocable, non-exclusive, non-transferable and non-sublicensable.

3.3. The Licence is granted to you only. You shall not share the Uniqodo Software with any third party.

3.4. You shall not use the Uniqodo Software to:

3.4.1. provide services to third parties; or

3.4.2. build a product or service which competes with the Uniqodo Software.

3.5. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Uniqodo Software and shall notify Uniqodo promptly of any such unauthorised access or use.

3.6. Voucher Codes are provided to you by Uniqodo on behalf of the respective Merchant.

3.7. Uniqodo may modify, suspend or discontinue any part of the Uniqodo Software or otherwise make any changes it considers desirable to the Uniqodo Software.

3.8. Uniqodo reserves the right to charge a licence fee (or other fee) for access to the Uniqodo Software or the provision of any associated services. Any such charges will be imposed on reasonable notice and may be subject to additional terms and conditions.

3.9. Subject to your continued compliance with these Distributor Terms, Uniqodo hereby grants you a non-exclusive, royalty free, worldwide sub-licence to use the Intellectual Property Rights in the Merchant Materials to the extent necessary for you to promote Merchants and their products in accordance with these Distributor Terms.

3.10. The above sub-licence may be revoked or suspended by Uniqodo, in part or in full, at any time.

4. WARRANTIES

4.1. Each of the parties warrants to the other that, while these Distributor Terms are in force:

4.1.1. it has full power and authority to enter into these Distributor Terms and that it holds all licences and approvals necessary for the performance of its obligations under these Distributor Terms;

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4.1.2.it will perform its obligations under these Distributor Terms using reasonable skill and care;

4.1.3.it will not make any false, misleading or disparaging representations or statements regarding the other party.

4.2.You warrant to Uniqodo that, while these Distributor Terms are in force:

4.2.1.except as otherwise provided in these Distributor Terms, you will not use the Intellectual Property Rights of Uniqodo or any Merchant without the prior written consent of Uniqodo or the respective Merchant;

4.2.2.you will comply with all applicable laws and regulations, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, the Data Protection Act 1998, the Code of Conduct for Voucher Codes published by the Internet Advertising Bureau, the CAP Code and any other applicable advertising standards and any applicable laws or regulations relating to consumer protection and fair trading ("Applicable Law");

4.2.3.you will not do or omit to do any act which may cause Uniqodo to be in breach of any of its obligations under Applicable Law; and

4.2.4.you will comply with the terms, conditions or other rules of Merchants and any associated third party advertising network.

5. YOUR RELATIONSHIP WITH MERCHANTS

5.1.You agree that you have not entered and will not enter any agreement, understanding or other form of arrangement (whether express or implied, direct or indirect) with any Merchant whereby you are prevented from or incentivised against freely promoting other online retailers, or which otherwise has the object or effect of reducing competition amongst online retailers for promotion by Distributors.

5.2.At any Merchant's reasonable written request, Uniqodo may terminate or suspend the sub-licence at clause 3.9 and/or terminate or suspend your access to all or any of part of the Uniqodo Software at its sole discretion.

6. PROPRIETARY RIGHTS

6.1.Uniqodo and/or its licensors own all Intellectual Property Rights in the Uniqodo Software and the Merchant Materials. Other than as expressly set out in these Distributor Terms, Uniqodo does not grant you any Intellectual Property Rights in respect of the Uniqodo Software, the Merchant Materials or any other materials unless expressly provided in these Distributor Terms or a signed written agreement between you and Uniqodo.

6.2.You may not copy, decompile, reverse engineer, create derivative works of, modify, change, alter or otherwise deal in any way with the Uniqodo Software (or attempt to do any of the foregoing). You may not remove any proprietary notices attached to the Uniqodo Software.

7. CONFIDENTIALITY

7.1.In this clause, "Confidential Information" means any information that is clearly labelled or identified as confidential or ought reasonably be treated as being confidential. Confidential Information includes the Uniqodo Software. Confidential Information excludes any information which:

7.1.1.is or becomes publicly known other than through a breach of these Distributor Terms or other obligation of confidentiality;

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- 7.1.2. was in the receiving party's lawful possession before the disclosure;
 - 7.1.3. is lawfully disclosed to the receiving party by a third party who is not subject to a restriction on disclosure;
 - 7.1.4. is independently developed by the receiving party and that independent development can be shown by written evidence; or
 - 7.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 7.2. Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party unless that third party is subject to an equivalent duty of confidentiality. Neither party shall use the other's Confidential Information for any purpose other than the implementation of these Distributor Terms.
- 7.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents or independent contractors in breach of the terms of these Distributor Terms.
- 7.4. This clause 7 shall survive termination of these Distributor Terms for a period of 5 years.

8. LIMITATION OF LIABILITY

- 8.1. This clause 8 sets out Uniqodo's entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you:
- 8.1.1. arising under or in connection with these Distributor Terms;
 - 8.1.2. in respect of any use made by you of the Uniqodo Software or any Voucher Codes;
 - 8.1.3. in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with these Distributor Terms.
- 8.2. Except as expressly and specifically provided in these Distributor Terms you assume sole responsibility for your use of the Uniqodo Software, for the results of, or conclusions drawn from, such use.
- 8.3. The Uniqodo Software is provided "as is" to the fullest extent permissible pursuant to applicable law. Uniqodo disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Uniqodo Software or the Voucher Codes, their use and the results of such use. Uniqodo specifically disclaims any warranty:
- 8.3.1. that the Uniqodo Software and its availability shall be uninterrupted or error-free;
 - 8.3.2. that defects shall be corrected;
 - 8.3.3. that there are no viruses or other harmful components;
 - 8.3.4. that the security methods employed shall be sufficient; or
 - 8.3.5. regarding correctness, accuracy, or reliability.
- 8.4. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from these Distributor Terms to the fullest extent permitted by law.
- 8.5. Nothing in these Distributor Terms excludes the liability of Uniqodo:
- 8.5.1. for death or personal injury caused by Uniqodo's negligence;
 - 8.5.2. for fraud or fraudulent misrepresentation; or
 - 8.5.3. any statutory liability not capable of limitation.

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8.6. Subject to clause 8.5, Uniqodo shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, pure economic loss, or losses arising out of the acts or omissions of any Merchant or third party advertising network, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under these Distributor Terms.

8.7. Subject to clause 8.5, Uniqodo's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these Distributor Terms shall be limited to £1,000.

9. DATA PROTECTION

9.1. In these Distributor Terms, the terms "data controller", "data processor", "data subject", "personal data", "process", "processing" and "sensitive personal data" have the meanings ascribed to them in the Data Protection Act 1998.

9.2. If Uniqodo processes any personal data on your behalf under these Distributor Terms, it is intended that you shall be the data controller and Uniqodo shall be a data processor.

9.3. If you provide any personal data to Uniqodo, you shall ensure that you are entitled to do so and that Uniqodo may lawfully process that personal data on your behalf as envisaged under these Distributor Terms and may transmit that personal data outside of the EEA.

9.4. Uniqodo shall take appropriate technical and organisational measures against unauthorised or unlawful processing of any personal data provided by you, or any accidental loss, destruction or damage of such data.

10. TERM AND TERMINATION

10.1. These Distributor Terms will continue until terminated in accordance with this clause 10. Either party may terminate these Distributor Terms on written notice to the other party.

10.2. Termination of these Distributor Terms will not affect any rights or remedies of either party which exist prior the termination. Clauses 6, 7, 8, 10, 11, 12, 13, 14, 15, 17 and 18 will survive termination.

10.3. On termination of the Agreement:

10.3.1. all licences and sub-licences will immediately terminate;

10.3.2. you will stop using the Uniqodo API;

10.3.3. each party will return or destroy (at the other party's option destroy) all confidential information in its possession within 5 Business Days; and

11. NOTICES

11.1. Notices given under these Distributor Terms will be in writing. Notices from Uniqodo will be displayed on the Interface and/or sent to from Uniqodo to any email address you provide to Uniqodo. Notices from you will be sent by email to Uniqodo Limited, 1 Gayfere Place, London, SE25 6DY.

11.2. A notice displayed on the Uniqodo Interface will be deemed delivered at the time of its display. A notice sent by email will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9 am on the first Business Day following despatch).

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12. WAIVER

A waiver of any right under these Distributor Terms is only effective if it is in writing.

13. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

Nothing in the Agreement, will constitute a partnership or joint venture between any of the parties, nor constitute any party the agent of the other. No party will have authority to bind the other.

14. SEVERANCE

If any provision (or part of a provision) of these Distributor Terms is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) shall remain in force.

15. ENTIRE AGREEMENT

These Distributor Terms constitute the whole agreement between the parties and supersedes any previous agreement between them. No other representation or statement, whether or not in writing will form a term of these Distributor Terms.

16. ASSIGNMENT AND SUB-CONTRACTING

You shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Distributor Terms, without the prior written consent of Uniqodo.

17. THIRD PARTY RIGHTS

These Distributor Terms do not confer any rights on any person or party (other than the parties to these Distributor Terms and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. GOVERNING LAW AND JURISDICTION

These Distributor Terms shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

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