

END USER LICENSE AGREEMENT (EULA)

Fresh Relevance maintains a EULA, which is subject to change from time to time in Fresh Relevance's sole discretion.

You agree that:

1. Your login details are personal to you and you will keep them confidential and not share them.
2. If you suspect unauthorized use of your login details, you will immediately change your password and notify your support contact.
3. If you suspect a personal data breach, you will immediately notify your support contact.
4. You will cooperate with your support contact if they are investigating any complaint, data breach, or other problem.
5. You will comply with the relevant data protection laws that apply to you and your data subjects such as shoppers.
6. If your work is not yet covered by a Data Processing Addendum (DPA) or equivalent, you should get the Data Processing Addendum on the [Fresh Relevance Legal Documents page](#) signed and returned to us.
7. If you are doing marketing that requires consent, your data subjects must have given valid consent.
8. Your data subjects must be informed about the Fresh Relevance cookies that are described at the "Cookie details" link on the [Fresh Relevance Legal Documents page](#).
9. Your data subjects must be informed about how their data will be used: information about this should be on or linked from any each of your data collection forms, and on your privacy or terms and conditions page.

You agree that you will not

1. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Fresh Relevance platform or services;
2. use the Fresh Relevance platform or services in connection with any fraudulent or harmful purpose or activity, in a manner that causes or is likely to cause offense, in a manner that infringes the intellectual property rights of any third party or that violates any applicable law.
3. use the Fresh Relevance platform or services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code.
4. bypass, breach or disable any security device, copy control or digital rights management tool, or other protection used by the Fresh Relevance Solution or permit, induce or assist anyone else to do so
5. interfere with or disrupt the integrity or performance of the Fresh Relevance platform or services
6. access or use the Fresh Relevance Properties for purposes of developing, producing, marketing, distributing, licensing or selling any product or service that may compete with the Fresh Relevance Solution.

This EULA is entered into between

Fresh Relevance Limited, a company registered in England with Company Number 0775404 and with its registered office at Kenneth Dibben House, Enterprise Road, Southampton Science Park, Southampton, SO16 7NS ("**Fresh Relevance**")

and

[.....], a company registered in [.....] with [Company Number.....] and with its registered office [.....] ("**Customer**");

Customer agrees (a) that it is responsible for making this EULA available to all people who use the Fresh Relevance System on its behalf, and (b) it is responsible for itself and themselves abiding by the terms.

ON BEHALF OF CUSTOMER

By:

Print Name:

Title: