

## Cresco Data Management Portal Terms and Conditions of Use

### Terms

Cresco Data (“we” or “our”) welcomes you to our Cresco Data Management Portal (PORTAL), available via <http://app.crescodata.com>. Please read these terms and conditions of use carefully and accept them before you start to use the PORTAL.

### Definitions

All definitions are for the purpose of this policy and when using The Cresco Data Management Portal.

“Account” is defined as the Merchant’s account on the Publishing Destination. A single Account is linked to a user name and password or an ID. A Merchant can have multiple Accounts on Publishing Destinations. An Account is linked to a single country

“Account Data” is information required from the Merchant in order to deliver the Cresco Data services. This includes Customer and company information, Publishing Destination details and log-ins

“Active Merchants” are defined as Merchants that are set to Active in “The Cresco Data Management Portal”

“Administrator ” (Admin) is a user access level that is created by Cresco Data. An Admin must be a single person nominated by The Customer or Agency at the time of on-boarding via The Statement of Work.

An Administrator has the ability to:

- Create new Merchants Accounts
- Create new Users related to that Customer Account
- The ability to reset passwords.

“Agency” an Agency is a third party engaged by The Customer to manage their Publishing Destination Accounts

“Agency Access” has the ability to create new merchants under one Customer profile and view all merchants created by users under the same Agency. Agency Access also allows the creation of Users to have access to a specific merchant account.

“Marketplace Access” is a user access level that allows Marketplaces support to access your Cresco Data Account to troubleshoot settings and mappings, to help you to onboard products to their Marketplace.

“Merchant Access” is a user access level that allows a user access to one or many merchants as defined by the “Administrator Access” of a Customer

“CrescoData Branded App” is a whitelabelled solution Cresco Data hosted app, that is available on a Marketplace App store for installation. Allowing Marketplaces a self-service solution to onboard new merchants on to their Marketplace.

“CrescoData Branded Portal” is a whitelabelled solution created by Cresco Data for companies looking to onboard merchants on to one or many eCommerce Marketplace channels.

“Category Attributes” are attributes that are specific to a Publishing Destination’s individual category.

“Category Tree” is the structure that Publishing Destinations define how products are to be listed on their platform

“CrescoData Marketplace Mapper” is defined as a step-by-step feature that allows you to map “Source data” to the taxonomy of a “Publishing Destination”.

“CrescoData Management Portal” is defined as the online graphical user interface where Cresco Data Customers can view their Cresco Data Services.

"CrescoData Platform" means Cresco's cloud-based commerce software platform that allows The Customer and Merchants to automate, map and synchronize the transmission of Product and Order Data to and from Publishing Destinations, and all related Services.

"Customer Data" is information required from the Customer in order to deliver the Cresco Data services. This includes Customer and company information. Publishing Channel details and log-ins.

"Customer Platform" means the Customer Platform that enables brands, retailers, marketplaces and manufacturers ("Merchants") to manage their products and stock across multiple Publishing Destinations.

"CMM" is an acronym for "The CrescoData Marketplace Mapper".

"gSheets" is a solution that automates the synchronisation of product, price and stock data from a Google Sheet to one or many Publishing Destinations.

"GMV" or gross merchandise volume means listing price shown on the website, multiplied by the number of items sold. This includes tax and discounts but excludes vouchers and shipping. This is also considered as Gross Revenue

"Integration Diagnostics" is a summary of how data flow through The CrescoData Platform. This is categorised to allow the review of common responses including success, warnings and errors.

"Leaf Category" is the lowest level of category within a category tree. Data published toMarketplaces includes the Leaf Category

"Marketplace" An online marketplace platform that enables sellers to connect with buyers.

"Merchants" are the sellers: brands, retailers and manufacturers that use The Customer Platform and may directly or indirectly utilise the CrescoData Platform as a Service as part of the Merchant's business arrangement with The Customer.

“MP” is an acronym for “The CrescoData Management Portal”

“Order Data” Order data is the data that is sent from a Publishing Destination surrounding the purchase of a product. This includes but not restricted to: Product ID, sale price RRP, shipping label information

“Order” An Order is defined as the purchase record of a product or multiple products sent from a Publishing Destination. This includes but not restricted to orders that are fulfilled, cancelled or returned.

“Product Attributes” means attributes that are not specific to a Marketplaces category and are common across all products.

"Product Data" means all information and materials related to Merchants' products and brands that are uploaded, processed or otherwise stored in the Cresco Data Platform, or that The Customer directs Cresco to collect on its behalf of its Merchants, including image files, text, stock availability, templates, product descriptions, order data, trade and service marks and other related information.

“Personal Information” information that may be used to readily identify or contact you as an individual person, such as: name, address, email address, or phone number. Personal Information does not include information that has been anonymised such that it does not allow for the ready identification of specific individuals.

"Publishing Destination" means the third party commerce platforms, marketplaces, commerce sites, search engines, shopping sites, social commerce channels, digital ad networks and other third party channels supported by Cresco from time to time that are the subject of the Services, as set out in each Statement of Work.

“Responses” means the message Cresco Data receive based on the publishing of data to a platform destination. Responses are broken down into success, warnings and errors.

“Services” means collectively, the Services available via the Cresco Data Platform and associated API access modules.

“Source Data” The Source Data is defined as the platform, website, system or files where Cresco Data obtains the Account Data. This could consist of The Customer Platform or a combination of The Customer Platform and other Sources.

“Support Services” means the maintenance and support services set forth in the Cresco Data Support Policy.

“Taxonomy” means the structure in which Marketplaces define how products are listed. This includes categories, attributes and values.

“User” means Customer’s directors, officers, employees, contractors and any other end Users who are issued a user login and password pursuant to Section 4.1 (Passwords) for access and use of the Cresco Data Platform.

“User Acceptance Testing” means the set of pre-agreed user acceptance test cases that have been put together to test that the components or deliverables conform to the applicable specifications as set out in The Statement of Work.

## 1. Reliance on Information Posted & Disclaimer

The material & information contained on our PORTAL is provided for general information purposes only and does not constitute legal or professional advice and should not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this PORTAL and to the fullest extent permitted by laws of Singapore, we exclude all liability for loss or damages direct or indirect arising from use of this PORTAL.

## 2. Information about us

We are a company registered in Singapore. Our registered office is located at: 120 Lower Delta Road #10-09 Cendex Centre Singapore 169208.

### 3. Intellectual property rights

The content, materials and/or applications displayed on this PORTAL including without limitation all materials, editorial materials, information, graphs, photographs, illustrations, artworks, drawings, other graphic materials, names, logos, trademarks and other intellectual property and all intellectual property rights in our PORTAL are all protected by copyright laws and treaties around the world. All such rights are reserved.

You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate any content, materials and/or applications without our prior written consent. If you print off, copy or download any part of our PORTAL in breach of these terms of use, your right to use our PORTAL can cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Save for the above, we do not grant any licence or right in, or assign all or part of, the intellectual property rights in the content, materials and/or applications incorporated in to our PORTAL.

### 4. Our liability

The material displayed on our PORTAL is provided without any guarantees, conditions or warranties as to its accuracy. To the maximum extent permitted by law, we, and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

To the maximum extent permitted by law, we exclude completely any and all liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our PORTAL or in connection with the use, inability to use, or results of the use of our PORTAL and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Where the law implies a warranty in to these Terms and Conditions, which may not lawfully be excluded, our liability for breach of such warranty shall be limited at our option to any of the following:

(a) In the case of services, to either supplying the services again or payment of the cost of having the services supplied again.

## 5. Information about you and your visits to our PORTAL

We process information about you in accordance with our Customer Data Security Policy, a copy of which is at <https://crescodata.com/security-policy/>. By using our PORTAL, you consent to such processing and you warrant that all data provided by you and/or your Merchants is accurate.

We undertake to use any confidential or disclosed information only for the purpose for which it was disclosed to us, to treat and safeguard any confidential or disclosed information as private and confidential, to ensure the proper and secure storage of all confidential and disclosed information, not to, without the prior written consent of the discloser, disclose or reveal any confidential or disclosed information to a third party: other than:

- a) Third party service providers who provide hosting, back-up, storage, virtual infrastructure, payment processing, analytics and insights, and other services for us. These service providers may have access to or process your Information for the purpose of providing those services for us. In all cases the third party providers comply with GDPR.
- b) Where required by law or by a governmental or regulatory body to do so.

## 6. Viruses, hacking and other offences

You must not misuse our PORTAL by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our PORTAL, the server on which our PORTAL is stored or any server, computer or database connected to our PORTAL.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our UI or to your downloading of any material posted on it, or on any site linked to it by third party affiliates.

## 7. Links from our PORTAL

Where our UI contains links to other third party sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our PORTAL, we advise you to check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

All third parties mentioned in the above statement have been reviewed to ensure they are GDPR compliant and meet our internal security requirements. No data will be shared by these third parties.

## 8. Sharing Data with Marketplaces

If you are a Customer of CrescoData using a Neto app to connect to a Marketplace, the Product Data feed that you agreed to share with the Marketplace will be shared with the Marketplace. This is purely for support purposes. Your Source Data will not be shared with the Marketplace. CrescoData is not liable if the Marketplace chooses to alter that Product Data.

## 9. Jurisdiction and applicable law

This User Interface Terms and Conditions of Use are governed by and construed in accordance with the laws of Singapore (or in cases whereby you are contracted with Cresco Data Australia Pty Ltd, the laws of Australia). In the event that a dispute arises from these User Interface Terms and Conditions, you agree to submit to the non-exclusive jurisdiction of the courts of either Singapore or Australia.

## 10. Trade marks

CrescoData is a registered trade mark and any unauthorised reproduction, adaptation or modification thereof shall constitute trade mark infringement.



## 11. Security

CrescoData will deploy reasonable security precautions intended to protect against unauthorised access to any Customer Data and Product Data stored in the PORTAL in connection with Customer or its Users' operation of the PORTAL. CrescoData will exercise reasonable efforts to deploy corrections within the PORTAL for security breaches made known to CrescoData.

CrescoData will issue to Customer and/or authorise a Customer account manager to create and issue to each User, a user login and password for access and use of the PORTAL. The Customer and its Users are responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User to which it was issued. The Customer is solely responsible for any and all access and use of the PORTAL that occurs under Customer's account. Customer shall restrict its Users from sharing passwords.

## 12. Access Levels

### Administrators

All Customer, Marketplace and Agency Accounts must have an Administrator.

Administrators are created by CrescoData and have the ability to:

- Create Users in The CrescoData Branded Portal, to have access to all Merchants or a specific Merchant account, and to set permission levels.
- Reset passwords for Users.
- Set bulk product edit rules.

The responsibility of the Product Data published sits with the Administrator, not CrescoData.

The responsibility of the deletion of Users sits with the Administrator.

The Customer is liable for the Users that are created by Administrators, not CrescoData.

To change an Administrator, the current Administrator must email [support@crescodata.com](mailto:support@crescodata.com) with details of the new Administrator. Where the Administrator is unavailable to do this, the signatory on the Statement of Work can do it in their place.

### Passwords

Password changes are enforced every 90 days. Users will be requested to change their password. The Administrator, has the ability to force a password reset for a particular User.

## 13. Changing Source Data

The User acknowledges that they, and not CrescoData, are responsible for any text changes and/or errors when publishing text to channels. All rules should be reviewed before confirming and publishing.

The User acknowledges that they are responsible for any rule changes and that the Source Data is no longer the source of truth.

## 14. Permissions

By activating “Notifications” within your CrescoData Branded App or CrescoData Branded Portal settings, you acknowledge to opt-in to receiving daily status reports from CrescoData via email.

At any time you can turn off “Notifications” within your CrescoData Branded App or CrescoData Branded Portal settings to stop receiving emails from CrescoData.

You can also opt-out of Marketplaces accessing your data.

Upon accepting these Terms and Conditions, you acknowledge that you opt-in to receiving communication from CrescoData relating to any changes or improvements made to The CrescoData Service as well as receiving CrescoData newsletters.

## 15. Your concerns

If you have any concerns about material which appears on our PORTAL, please contact us at [security@crescodata.com](mailto:security@crescodata.com).

All product and application related information on our PORTAL should be viewed as guidelines and for information purposes only. We do not accept any liability for damages arising from the use of any of our products or information on such products, nor do we guarantee specific results, effects, benefits or improvements from using any of our products or information on such products.