



## Conditions of Use

This document contains the conditions of use for this site and the services it offers. Please Contact Us (<http://www.digitalprosumer.co.uk/contact.html>) if you have any questions.

### 1. Introduction

This agreement, which incorporates all the following policies (collectively the 'Policies'), set out the terms on which Digital Prosumer offers you access to our sites, services, applications and tools (collectively 'Services'):

- Vault Rulebook
- Exchange Rulebook
- Assignment of Database Rights Agreement
- Privacy Notice
- Cookie Policy

You agree to comply with all the above when using our Services. You are entering into a contract with Digital Prosumer. This User Agreement is effective upon acceptance for users who accept it through registration of a Digital Prosumer account.

### 2. Scope

Digital Prosumer is an online exchange that allows users to sell their data and other users to buy data.

Digital Prosumer itself does not sell or offer for sale any data on the exchange. The contract for the sale is directly between buyer and seller. While we may help in facilitating the resolution of disputes, Digital Prosumer has no control over and does not guarantee the existence, quality, safety or legality of the data offered for sale nor do we guarantee payment by a buyer.

### 3. Usage

To use the Services you must be over the age of 18 years at the time you first register for the Vault. While using or accessing the Services you agree to not:

- post, list or upload content or items in inappropriate categories or areas on our sites;
- breach or circumvent any laws, third party rights or our policies;
- infringe the copyright, trademark or other rights of third parties;
- use our Services if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our Services;
- fail to pay for items purchased by you, unless you have a valid reason for not paying, for instance if the data bought does not correspond to the description of the data;

- fail to deliver data sold by you, unless you have a valid reason for not delivering the data, for instance no payment by the buyer
- manipulate the price of data offered for sale or interfere with other user's listings;
- post false, inaccurate, misleading, defamatory, or libellous content;
- transfer your Digital Prosumer account and user ID to another party without our consent;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Digital Prosumer, or the interests or property of Digital Prosumer users;
- use any robot, spider, scraper or other automated means to access our Services for any purpose;
- bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any Digital Prosumer application or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- copy, modify, or distribute rights or content from our Services or Digital Prosumer's copyrights and trademarks;
- copy, reproduce, reverse engineer, modify, create derivative works from, distribute, or publicly display any content (except for your information) from our Services without the prior express written permission of Digital Prosumer and the appropriate third party, as applicable;
- commercialise any Digital Prosumer application or any information or software associated with such application; or
- harvest or otherwise collect information about users, such as email addresses, without their consent.

If you are registering with Digital Prosumer as a business entity, you represent that you have the authority to legally bind that entity. If you are trading as a business on Digital Prosumer, you must comply with all applicable laws relating to online trading for the site you are selling on (please see Listings, Items and the Law for more information on the legal requirements for selling in the UK).

We will commence supplying our services to you as soon as you accept this User Agreement. Unless you and Digital Prosumer agree otherwise, you will not be able to cancel this User Agreement under the Consumer Protection (Distance Selling) Regulations 2000 (or any equivalent legislation in your jurisdiction) once the supply of the services has commenced.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or to modify or discontinue Digital Prosumer Services.

## 4. Abusing Digital Prosumer

Without limiting other remedies, we may limit, suspend, or terminate our Services and user accounts, restrict or prohibit access to, and your activities on, our Services, cancel bids and remove listings, delay or remove hosted content, remove any special status associated with the account, reduce or eliminate any discounts, and take technical and legal steps to keep you from using our Services if:

- we think that you are creating problems or possible legal liabilities;
- we think that such restrictions will improve the security of the Digital Prosumer community or reduce our or another Digital Prosumer user's exposure to financial liabilities;

- we think that you are infringing the rights of third parties;
- we think that you are acting inconsistently with the letter or spirit of the Policies or abuse our employees or users;
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us;
- or you fail to make full payment of any fees due for our Services by your payment due date.

When a buyer or seller issue arises we may consider the user's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement, and to do the right thing for both buyers and sellers.

## 5. Offering Data for Sale

When offering data for sale on the Exchange, you agree to comply with the Exchange Rules and that:

- Listing your data as available for sale on the Exchange constitutes a legally binding offer to buyers on the Exchange to sell the data. Therefore, you are committed to sell the data to any buyer who meets your conditions for sale, for instance paying at least the minimum price you asked for, who is not a buyer who you stipulated you do not want to do business with;
- You are responsible for the accuracy, content and legality of the data offered for sale and agree to list in accordance with Exchange Rules;
- Digital Prosumer does not guarantee that your data is searchable and that it is shown as available for sale on the Exchange all the time;
- When you sell data you enter into a legally binding contract with the buyer to sell the data;
- You may only use the contract provided by the Exchange, as stipulated in the Exchange Rules, for selling the data and you will not amend the contract, except amendments allowed by the Exchange Rules.

## 6. Purchase Conditions

When buying data, you agree to comply with the Exchange Rules:

- When you buy data you enter into a legally binding contract with the seller to buy the data;
- You may only use the contract provided by the Exchange, as stipulated in the Exchange Rules, for buying the data and you will not amend the contract, except amendments allowed by the Exchange Rules.

## 7. Restricting Funds

To protect against the risk of liability, Digital Prosumer may continue to request, that PayPal restrict access to funds in a seller's PayPal account based on certain factors, including, but not limited to, selling history, seller performance, riskiness of the listing category, or the filing of a case. This may result in PayPal determining to restrict funds in your PayPal account in order to manage PayPal's risk exposure pursuant to PayPal policies.

## 8. Liability

We try to keep Digital Prosumer and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Bid update and other notification functionality in Digital Prosumer's Services may not occur in real time. Such functionality is subject to delays beyond Digital Prosumer's control.

We (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us arising, directly or indirectly from:

- your use of or your inability to use our Services;
- pricing, postage or other guidance provided by Digital Prosumer;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing, or linking to, our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- damage to your hardware device from the use of any Digital Prosumer Service;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing Digital Prosumer section;
- the duration or manner in which your listings appear in search results as set out in the Listing conditions section; or
- your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer. You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites. Although we use techniques that aim to verify the accuracy and truth of the information provided by our users, user verification on the internet is difficult. Digital Prosumer cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our sites. Nothing in this User Agreement or the Policies shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

## 9. Compensation

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this User Agreement, your improper use of Digital Prosumer's Services or your breach of any law or the rights of a third party.

## 10. Legal Disputes

If a dispute arises between you and Digital Prosumer, we strongly encourage you to first contact us directly. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed in all respects by the laws of England and Wales. You and Digital Prosumer both agree to submit to the exclusive jurisdiction of the English Courts.

## 11. General

If any provision of this User Agreement or the Policies is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under this User Agreement or the Policies in accordance with the below (but without your prior express consent), provided that we assign the User Agreement or the Policies on the same terms or terms that are no less advantageous to you.

Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement or the Policies.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may amend this User Agreement or the Policies at any time by email or by posting the amended terms on the Digital Prosumer site. All amended terms shall automatically be effective 30 calendar days after they are initially posted.

This User Agreement or the Policies may not be otherwise amended except through mutual agreement by you and an Digital Prosumer representative authorised to do so.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement or the Policies. A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement or the Policies but this does not affect any right or remedy of a third party specified in this User Agreement or which exists or is available apart from that Act.

The User Agreement and the Policies are the entire agreement between you and Digital Prosumer and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement, Content, Liability, Compensation, Legal disputes and the release contained in this General section.

Legal notices shall be served by registered mail to [Name and Address of Company - *forthcoming*]

We shall send notices to you by email to the email address you provide to Digital Prosumer during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

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