Subscription Licence Terms and Conditions

for the provision of

Sourcedogg Online Sourcing Solution

The following terms and conditions govern the way in which SourceDogg provides the SourceDogg Service and grants access to its Site, services applications and tools.

SECTION 1 – Definitions

1. In these Terms the following words shall have the following meaning:

Additional Services are those services which may be offered by SourceDogg in addition to the SourceDogg Service (all as defined below).

Additonal Terms are those additonal terms and conditions issued by SourceDogg and which govern the provison of the Additional Services.

Affiliates are all holding companies, subsidiaries and assocaited companies of SourceDogg;

Authorised Users are those employees, agents and independent contractors of the Registered User who are authorised by the Registered User to use the SourceDogg Service.

Billing Period is a period of selected duration between each scheduled payment. i.e. monthly, annually, etc.

Contract is the contract that is formed between the Registered User and Sourcedogg for the use of the SourceDogg Service in accordance with Section 4 below.

Data is the data inputted by the Registered Users, Authorised Users, or SourceDogg on the Registered User's behalf for the purpose of using or facilitating the use of the SourceDogg Service.

Effective Date is the date an Order is accepted by SourceDogg in accordance with these Terms or the SourceDogg Service is activated by the Registered User, whichever is the earlier date.

Initial Period is a period of selected duration commencing on the Effective Date.

Registered Users are those buyers, bidders and suppliers who have applied to use the SourceDogg Service and whose application has been accepted by SourceDogg in accordance with these Terms.

Order is an order form submitted by a Registered User to SourceDogg to purchase User Subscriptions for use of all or any of the SourceDogg Service and/or the provision of Additional Services.

Privacy Policy is SourceDogg's privacy policy available at http://www.sourcedogg.com/privacy-security/ and which forms part of these Terms.

Renewal Period is each period of selected duration commencing on the expiry of the Initial Period.

SourceDogg is a trading name of and in these terms and conditions shall mean Big Dogg Technologies Ltd of Galway Technology Centre, Mervue Business Park, Galway, Ireland.

SourceDogg Service is the provision of an online venue for buyers to conduct online procurement and for bidders and suppliers to submit information, quotations and tenders via the Site or such other website notified by SourceDogg from time to time and includes all services, applications and tools provided by SourceDogg for this purpose.

Set of Credentials is a set comprising a Username and Password granted to a Registered User which allows that Registered User access to the SourceDogg Service.

Site is the website www.sourcedogg.com.

Subscriber is any Registered User of the SourceDogg Service who wishes to use the SourceDogg Service in its capcity as a buyer**.**

Subscription Fees are those fees payable by a Registered User to SourceDogg for the User Subscriptions as detailed in the Order or otherwise confirmed by SourceDogg.

Subscription Term is the Initial Period and any Renewal Period.

Terms are these terms and conditions and include the Privacy Policy and Terms of Use.

Terms of Use are the terms and conditions for use of the Site which can be viewed at http://www.sourcedogg.com/terms-of-use/

User Subscriptions are the user subscriptions purchased by a Registered User pursuant to these Terms which entitle Authorised Users to access and use the SourceDogg Service in accordance with these Terms.

2. In these Terms words in the singular shall include the plural and vice versa, one gender shall include all other genders.

SECTION 2 – Information about SourceDogg

1. SourceDogg as referred to in these Terms is Big Dogg Technologies Ltd, a company registered in Ireland under company number: 475185 and with its registered office at Galway Technology Centre, Mervue Business Park, Galway, Ireland Its main trading address is Galway Technology Centre, Mervue Business Park, Galway, Ireland. Its VAT number is 9732383G.
2. SourceDogg is a trading name of Big Dogg Technologies Ltd. To contact SourceDogg, please use the address given above or email at support@sourcedogg.com

SECTION 3 – Contract Formation

1. These Terms will apply to and govern the use of the SourceDogg Service by Registered Users.
2. By submitting a registration application or an Order to SourceDogg or accessing or using the SourceDogg Service or any of SourceDogg's sites, tools or applications a Registered User is accepting these Terms.
3. These Terms (and where applicable the Additonal Terms) and the Terms of Use constitute a legally binding agreement between the Registered User and SourceDogg and shall apply to the exclusion of any other terms and conditions of the Registered User.
4. Where a Registered User requires Additional Services from SourceDogg the provision of the Additional Services shall also be governed by the Additional Terms.
5. In the event of any dispute SourceDogg retains the final right to declare whether a buyer, bidder or supplier is a Registered User and whether they may use the SourceDogg Service.

SECTION 4 -quotations, orders and formation of contracts

1. Quotations for Subscription Fees by SourceDogg are subject to withdrawal and alteration at any time before acceptance by a Registered User and are automatically withdrawn unless a relevant Order is placed by the Registered User no later than 30 days after the date of the quotation by SourceDogg or such other date as may be specified in that quotation.
2. No Order or registration application shall be binding upon SourceDogg until accepted by SourceDogg.
3. Acceptance of a registration application by SourceDogg shall take place on the earlier of:
   a. the date of SourceDogg's email confirming that the registration is acceptable; or
   b. the date that the Registered User activates and commences use of the SourceDogg Service.

4. Acceptance of an Order shall take place on the earlier of the following:
   a. the date that the Order is expressly accepted or confirmed by SourceDogg by email, or
   b. the date that the Registered User activates and commences use of the SourceDogg Service following the placing of an Order or registration application.
5. Until an Order or registration application is accepted by SourceDogg, it may reject any Order in its absolute discretion for any reason.

SECTION 5 –Registration and Subscriptions

1. The Registered User hereby expressly represents and warrants that it is not acting as a consumer and it has full power and authority to legally bind any entity on whose behalf it is purporting to act.
2. The Registered User shall identify the person(s), within its organisation, who is(are) entitled to receive the Set of Credentials.
3. The Registered User shall ensure that the Set of Credentials are kept secret at all times and assumes full responsibility for any use of the SourceDogg Service accessed and made through the Set of Credentials assigned to it.
4. The Registered User shall immediately notify SourceDogg by email at support@sourcedogg.com of any unauthorised use of its Set of Credentials or any other breach of security, connected with the use of such Set of Credentials, that it might become aware of.
5. Where a Registered User does not wish to use the SourceDogg Service to purchase services or goods from other Registered Users then its registration for use of the SourceDogg Service shall be free of charge.
6. Where a Registered User wishes to use the SourceDogg Service to purchase services and/or goods from other Registered Users then it shall only be entitled to do so if it first registers with SourceDogg as a Subscriber and places an Order for the number of User Subscriptions it requires.
7. Subject to the Subscriber purchasing the User Subscriptions in accordance with these Terms, SourceDogg hereby grants to the Subscriber a non-exclusive, non-transferable right to permit the Authorised Users to use the SourceDogg Service during the Subscription Term solely for the Subscriber's internal business operations.
8. In relation to the Authorised Users, the Subscriber undertakes that:
   a. the maximum number of Authorised Users that it authorises to access and use the SourceDogg Service shall not exceed the number of User Subscriptions it has purchased from SourceDogg at any time;
   b. it will not allow or suffer any User Subscription to be used by more than one individual

Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the SourceDogg Service;

c. it shall ensure that each Authorised User has his own secure password for his use of the SourceDogg Service, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;

d. that all Authorised Users use the SourceDogg Service in accordance with these Terms and shall be responsible for any Authorised User's breach of this agreement;

e. it shall maintain a written, up-to-date list of current Authorised Users and provide such list to SourceDogg within 5 Business Days of SourceDogg's written request;

f. it shall permit SourceDogg to audit the SourceDogg Service in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter and this right shall be exercised in such a manner as not to substantially interfere with the Subscriber's normal conduct of business;

g. if any of the audits referred to in this Section 5 reveals that any password has been provided to any individual who is not an Authorised User, then without prejudice to SourceDogg's other rights, the Subscriber shall promptly disable such passwords and SourceDogg shall not issue any new passwords to any such individual; and

h. if any of the audits referred to in this Section 5 reveal that the Subscriber has underpaid Subscription Fees to SourceDogg, then without prejudice to SourceDogg's other rights, the Subscriber shall pay to SourceDogg an amount equal to such underpayment as calculated in accordance with SourceDogg's then current prices within 7 Business Days of the date of the relevant audit.

SECTION 6 – Additional User Subscriptions

1. Subject to these Terms, the Subscriber may, from time to time during any Subscription Term, purchase additional User Subscriptions and SourceDogg shall grant access to the SourceDogg Service to such additional Authorised Users in accordance with these Terms.

2. If the Subscriber wishes to purchase additional User Subscriptions, the Subscriber shall notify SourceDogg in writing. SourceDogg shall evaluate such request for additional User Subscriptions and respond to the Subscriber with approval or rejection of the request.

3. If SourceDogg approves the Subscriber's request to purchase additional User Subscriptions, the Subscriber shall, within 30 days of the date of SourceDogg's invoice, pay to SourceDogg the Subscription Fees for such additional User Subscriptions and, if such additional User Subscriptions are purchased by the Subscriber part way through the Initial Period or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the relevant period using the applicable licence rate at the commencement of the Initial Period or Renewal Period.

SECTION 7 – Confidentiality and data protection

1. The Registered User shall treat any information it acquires about other Registered Users, their business and suppliers in the strictest confidence at all times and whilst the same remains confidential and shall not disclose this information to any third party except as required by these Terms, or by law.

2. The Registered User shall allow other Registered Users the opportunity to have their data and information removed from the Registered User's database and to review any information that it may have collected and is holding about that Registered User.

3. The Registered User shall fully comply with all applicable data protection laws with regard to the information and data held by it on other Registered Users, suppliers and SourceDogg.

4. The Registered User shall not disclose any information acquired in respect of another Registered User to any third party without SourceDogg's prior written consent and the written consent of the Registered User to whom such information relates.

5. The Registered User shall treat all information about SourceDogg's processing capabilities, technology, interface features, and the notices and updates sent by SourceDogg as confidential information. The Registered User shall not disclose this information to any third parties or use such information in any way except to support the use of the SourceDogg Service.

6. The Registered User shall keep the Registered User's Set of Credentials and all other user names and passwords, details, other confidential information provided by SourceDogg and other Registered Users, buyers/potential buyers, and all bids or quotations provided by itself or other Registered Users in confidence and shall not disclose such information to any third party unless required to do so by law or with the consent of persons to whom the information relates.

7. The Registered User shall keep all technology, software, manuals and documentation provided by SourceDogg or other Registered Users in confidence and, if requested, shall return the same to SourceDogg at the conclusion of any e-RFx.

8. The Registered User shall ensure that all information which it provides to SourceDogg is complete and accurate and shall keep such information up-to-date at all times, promptly updating its Registered User profile with any changes.

9. The Registered User agrees that It is solely responsible for confirming the accuracy of any data posted or received via the SourceDogg Service and for maintaining a means, external to the SourceDogg Service for recovering lost data.

SECTION 8 – Data

1. SourceDogg shall only make available to view by other Registered Users such information as the Registered User chooses to disclose by way of their business profile on the Site.

2. SourceDogg shall treat all registration data and other information submitted by the Registered User in accordance with its Privacy Policy a copy of which is available to view or download at http://www.sourcedogg.com/privacy-security/

3. SourceDogg shall, in providing the SourceDogg Services, comply with its Privacy Policy relating to the privacy and security of the Data as such Privacy Policy may be amended from time to time by SourceDogg in its sole discretion.

4. By placing an Order or otherwise accepting these Terms the Registered User expressly consents to SourceDogg collecting, storing and using its personal information in accordance with these Terms and its Privacy Policy.

5. The Registered User shall own all right, title and interest in and to all of its Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Data.

6. SourceDogg shall have the right to access to your account and to use, modify, reproduce, distribute, display and disclose your data solely to the extent necessary to provide the service in response to your support requests. You have the right to opt out of this grant of access permission at any time during the subscription term. We shall not (a) modify your data; or (b) access your data except as necessary to provide the SourceDogg services, to prevent or address service or technical problems, or at your request in connection with your customer support matters.

7. If SourceDogg processes any personal data on the Registered User's behalf when performing its obligations under these Terms, the Register User shall be the data controller and SourceDogg shall be a data processor and in any such case:
   a. the Registered User acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Registered User and the Authorised Users are located in order to carry out the SourceDogg Service and SourceDogg's other obligations under these Terms;
   b. the Registered User shall ensure that it is entitled to transfer the relevant personal data to SourceDogg so that SourceDogg may lawfully use, process and transfer the personal data in accordance with these terms on the Registered User's behalf;
   c. the Registered User 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;
   d. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

8. The Registered User acknowledges and expressly consents to its data which is submitted via the SourceDogg Service being used by Source Dogg from time to time in the preparation of high level statistical reporting. SourceDogg shall ensure that such reporting contains only anonymous, aggregated data forms so as not to identify the Registered User or relate any specific data to it. Unless otherwise agreed, Sourcedogg will normally keep submitted information on its files for a period of six years and then destroy it

9. The Registered User further expressly consents to SourceDogg retaining all marketing rights to publish the Registered User's name and identity both in writing and verbally, for marketing purposes. SourceDogg may also seek the Registered User's permission to publish quotations, endorsements, success stories and case studies, and will not publish these without the Registered User's approval of the final version.

SECTION 9 –Third party providers

1. The Registered User acknowledges that links to third party websites from the Site are provided by SourceDogg as a means of assistance only and that by doing so SourceDogg does not purport to endorse the site, its contents or any goods or services offered on it.

2. SourceDogg makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions

completed, and any contract entered into by the Registered User, with any such third party.

3. Any contract entered into and any transaction completed via any third-party website is between the Registered User and the relevant third party, and not SourceDogg. SourceDogg recommends that the Registered User refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website

SECTION 10 - Use of SourceDogg Service

1. The Registered User shall provide SourceDogg with all necessary co-operation and all necessary access to such information as may be required by SourceDogg to provide the SourceDogg Service.

2. The Registered User agrees that it will only use the SourceDogg Service and all software, applications and tools (provided by SourceDogg) as part of the SourceDogg Service strictly in accordance with these Terms and that it will:
   a. not copy or modify the software;
   b. not decompile, disassemble, translate or reverse engineer the software;
   c. retain all proprietary and copyright notices of SourceDogg and its suppliers and licensors in the software;
   d. maintain the software in the strictest confidence and not disclose the software to any third parties and only to employees who have the need to know and to use the software and then only as permitted by these Terms and subject to the same obligations of confidentiality as those contained in these Terms.
   e. attempt to or use the SourceDogg Service, or the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others;
   f. falsely advertise or publish or post inaccurate information via the SourceDogg Service;
   g. create a link to the Site from any other website or document without the prior written consent of SourceDogg.
   h. publish, distribute and/ or disseminate via the SourceDogg Service or the Site any harmful, obscene, indecent, unlawful, libellous, profane, defamatory, infringing, inappropriate, hateful, or racially, ethnically or otherwise objectionable material or information;
   i. post, transmit or otherwise send via the SourceDogg Service or the Site any unlawful, fraudulent, harassing, libellous, or obscene Information of any kind;
   j. post, transmit or otherwise send via the SourceDogg Service or the Site harmful material or information that contains harmful material in any form such as, but not limited to, the following: viruses, Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
   k. modify, adapt, translate, or reverse engineer any portion of the SourceDogg Service or Site, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the SourceDogg Service or Site;
   l. reformat or frame any portion of the web pages that are part of the SourceDogg Service or Site;
   m. post or transmit to the Site material that infringes on any copyright, patent or intellectual property right;
   n. remove any copyright, trademark or other proprietary rights notices contained in or on the SourceDogg Service or Site;
   o. disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation;
   p. harvest or attempt to harvest any contact information from users of the Site or the SourceDogg Service by electronic or other means;
   q. monitor or attempt to monitor activity on the Site;
   r. use any device or technology or any other means to gain unauthorized access or attempt to gain unauthorized access to password-protected portions of the Site, to the SourceDogg Service, other accounts, computer systems or networks connected to the SourceDogg Service;
   s. create a false or misleading identity by which to represent on the Site or the SourceDogg Service for the purpose of misleading others as to the identity of the sender or the origin of a message or to harvest or otherwise collect information about others;
   t. undertake any load testing of any kind on the SourceDogg Service.

3. The Registered User accepts that;
   a. SourceDogg has the right to monitor the SourceDogg Service and the Site and to disclose any Information necessary to operate the Site, in order to protect SourceDogg, its Registered Users and others and to comply with legal obligations or governmental requests;
   b. SourceDogg has the right to refuse to post or to remove any information posted on the Site, in whole or in part, for any reason at any time;
   c. any quotations and/or bids submitted through the Site by the Registered User are valid quotations and bids without qualification,

except for data entry errors and as such are binding on the Registered User;

d. unethical behaviour in the use of the SourceDogg Service is prohibited and the Registered User shall notify SourceDogg without delay if it witnesses practices that are counter-productive to the fair operation of the SourceDogg Service;

e. in the use of the SourceDogg Service, it remains the Registered User's sole responsibility to comply with all governmental laws, statutes and regulations (e.g. EU Procurement Rules, competition law, anti-discrimination Laws, anti-bribery laws, data protection laws or false advertising);

f. the Registered User shall only submit information and data via the SourceDogg Service or the Site if the Registered User has the right to reproduce, disclose, and distribute such information and data;

g. the Registered User shall defend, indemnify, and hold SourceDogg harmless against all losses, liabilities, claims, demands, damages, costs and expenses suffered or incurred by SourceDogg in respect of any third party claim alleging that the information and or data submitted by the Registered User via the SourceDogg Service infringes the intellectual property laws or rights of others. In the event of SourceDogg being made aware of such a claim, SourceDogg shall promptly notify the Registered User in writing and may take such action as it deems appropriate in its sole discretion.

SECTION 11 - Liability

1. The Registered User will inform SourceDogg of any laws, regulations and/or any other provisions, whether existing or which may come into force within the Territory, if such laws, regulations and/or provisions are likely to preclude or prohibit the operation of the SourceDogg Service by the Registered User in any way.

2. SourceDogg shall use reasonable endeavours to ensure that the Site and the SourceDogg Service is functioning properly and is safe and secure at all times however it is unable to guarantee the continous operation of the SourceDogg Service or access to the Site and does not provide any warranty or representation in this regard.

3. The Registered User acknowledges that the operation of the SourceDogg Service and Site may be interfered with as a result of technical issues or numerous factors outide the control of SourceDogg. Accordingly, SourceDogg shall not be liable for any damage or loss sustained by the Registered User as a result of SourceDogg's inability, despite its reasonable efforts, to provide the SourceDogg Service or as a result of any interruption of the availability of the SourceDogg Service or access to the Site or any degradation of their technical characteristics.

4. As information transferred via the SourceDogg Service is principally an interaction between Registered Users, SourceDogg does not guarantee that such data will be free of viruses Trojan Horses or other code or defects that manifest contaminating or destructive properties.

5. The Registered User shall be solely responsible for any damages to its hardware device(s) or loss of data that results from the use of the SourceDogg Service.

6. The Registered User acknowledges that functionality in the software supporting the SourceDogg Service is subject to delays beyond SourceDogg's control including (without limitation) delays due to the Registered User's physical location or its wireless data service provider's network.

7. The Registered User acknowledges and agrees that SourceDogg provides the SourceDogg Service on behalf of its Registered Users in order to facilitate online sales and purchases between Registered Users but it is not involved in the actual transactions between Registered Users and SourceDogg accepts no responsibility for such transactions (except as set out in these Terms). Therefore SourceDogg shall not be liable for:

a. the content posted on the Site by any Registered User;

b. any services or items sold or purchased between Registered Users via the SourceDogg Service and Site;

c. the fulfilment of any transaction entered into between Registered Users;

d. any misrepresentations or statement made by any Registered User to another Registered User whether or not SourceDogg is communicating such statement on behalf of a Registered User.

8. The Registered User agrees that SourceDogg has no control over and therefore no liability for the quality, safety or legality of items or services advertised for tender or the accuracy of any listings on the Site or the ability of any Registered User to complete a transaction.

9. The Registered User acknowledges that SourceDogg does not hold title to, handle the physical distribution of and will not be held liable for failures of any components, materials or services which are the subject of sale or purchase facilitated by the SourceDogg Service.

10. Subject to clauses 12 and 13 of this Section 11, in no event shall SourceDogg or its service providers be liable to the Registered User whether in contract, tort or otherwise in connection with these Terms and the Contract, the provision and use of the SourceDogg Service

or Site for any of the following losses or damages howsoever caused and even if that loss or damage was foreseeable by or the possibility of it brought to the attention of SourceDogg:

a. direct or indirect loss of or damage to:
  a. profit;
  b. business;
  c. contract;
  d. opportunities;
  e. anticipated savings;
  f. data;
  g. goodwill;
  h. reputation;
  i. use;
b. indirect or consequential loss or damage; or
c. any claim against the Registered User by a third party.

11. Each of the sub-clauses in clause 10 above and each of the sub-paragraphs of clause 10 (a) constitute separate terms and the introductory wording of clause 10 shall be applied to each of them separately.

12. Nothing in these Terms shall limit or exclude SourceDogg's liability for: death or personal injury caused by SourceDogg's negligence or for fraud or fraudulent misrepresentation. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Where this is the case then to the extent required by law such exclusions and limitations shall not apply to the Registered User.

13. Subject to clauses 10 and 12 of this Section 11, SourceDogg's total liability to the Registered User or any third party in respect of all other losses arising under or in connection with these Terms or the use of the SourceDogg Services or Site by the Registered User shall not exceed the total Subscription Fees paid by the Registered User to SourceDogg in the 12 months prior to the date of the claim.

SECTION 12 – Indemnity

1. The Registered User undertakes to indemnify and hold SourceDogg and each of its subsidiaries/parent companies harmless from any liabilities, claims, damages, losses, costs (including legal costs) and expenses which SourceDogg may suffer or incur as a direct or indirect result of:
  a. the Registered User's failure to comply with these Terms or any failure to comply with any obligations which may be owed by the Registered User to another Registered User or any other third party;
  b. any claim, legal action or procedure brought by a third party against SourceDogg or one of its subsidiaries/parent or associated companies in respect of any illegal, offensive or otherwise violative content or information transmitted via the SourceDogg Service, or in respect of any breach or alleged breach of the intellectual property rights of a third party related to the content transmitted via the SourceDogg Service.

SECTION 13 - Invoicing - Payments

1. The Subscriber must pay all the Fees for which SourceDogg bill the Subscriber, together with any Value Added Tax and any other taxes (at applicable rates from time to time) which apply in relation to any Fees payable under this Section 13. SourceDogg will bill the Subscriber one billing period in advance for the Services.

2. The Subscriber shall upon registering with SourceDogg and in any event no later than the Effective Date provide SourceDogg with accurate, complete and valid credit card details or approved purchase order information and any other relevant billing and contact information required by SourceDogg and shall update this information immediately if there is any change to it. If the contact information provided is false or fraudulent, SourceDogg reserves the right to terminate access to the SourceDogg Service and the Site immediately without liability.

3. The Subscriber will be liable for the Fees from the day on which SourceDogg first make the Services available to the Subscriber unless SourceDogg notify the Subscriber otherwise. Unless stated otherwise, all prices quoted by us and listed in our website are exclusive of VAT and all Fees that appear on the Subscriber bill are exclusive of VAT. SourceDogg may alter the Subscriber billing date or billing frequency.

4. If the Subscriber provides its credit card details to SourceDogg, the Subscriber hereby authorises SourceDogg during the Subscription Term to bill such credit card as follows:
  a. on the Effective Date for the Subscription Fees payable in respect of the Initial Period; and
  b. on each Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
  c. SourceDogg shall invoice the Subscriber prior to the payment date for the Subscription Fees payable in respect of each Renewal Period,

5. SourceDogg are entitled to calculate Fees for any period in order to bring the Subscriber account into line with a billing cycle, and for that purpose SourceDogg reserve the right to add the whole or part of any month's (or other billing period's) Fees to future bills.

6. SourceDogg does not limit how much data its Customers can store on the platform or the amount of bandwidth used as part of the Service. This is subject to the proviso that Customers

abide by SourceDogg's Fair Use Policy. The following items are considered misuse:

(a) use that affects SourceDogg's ability to provide the Service to other users;

(b) use that is not purely for the Customers own enterprise;

(c) use for activities that are or could reasonably be considered unlawful;

(d) use that adversely affects SourceDogg's company, customers, employees, or SourcDogg's reputation or the reputation of the service it provides.

SourceDogg reserves the sole right to decide what constitutes a violation of the Fair Use Policy and the appropriate severity of any corrective action to be applied. If SourceDogg determines that you are in breach of the terms of service, SourceDogg may furnish you with a warning, usage limitations, account suspension or account termination with no refund. SourceDogg may also provide you with a limited time period in which to take corrective action. If you do not resolve the issue, SourceDogg may take steps to resolve the issue independently. If your account is suspended or terminated for violation of the Fair Use Policy, SourceDogg will does not accept responsibility for any related data loss.

7. Additional Services will be charged for in accordance with the Additional Terms.

8. To dispute an invoice, the Subscriber must contact SourceDogg in writing no later than ten (10) days after the billing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

9. Subject to any validly disputed invoice under these Terms all sums due to be paid to SourceDogg by the Subscriber shall be paid in full without any deduction, set-off or deduction of any kind.

10. Without prejudice to any other rights and remedies of SourceDogg, unpaid Subscription Fees (except those Subscription Fees under reasonable and good faith dispute) are subject to interest at 1.5% or the maximum permitted by law per month on any outstanding balance, both before as well as after any judgement together with all costs and expenses incurred by SourceDogg in enforcing and collecting the same.

11. Without prejudice to its other rights and remedies where any payment is overdue from the Subscriber, SourceDogg shall be entitled, at its absolute discretion, without liability to the Subscriber, to disable the Subscriber's password, account and access to all or part of the SourceDogg Services and shall be under no obligation to provide any or all of the SourceDogg Service while the invoice(s) concerned remain unpaid.

12. Without prejudice to its other rights and remedies where any payment is overdue from the Subscriber, SourceDogg are entitled to charge the Subscriber a reasonable administration fee and/or penalty fee if the Subscriber payment collection fails or the Subscriber otherwise default in making payments to us.

13. Save as expressly set out in this Agreement, the Subscriber shall not be entitled to withold payment as a result of faults and/or defects of the SourceDogg Service.

14. Except as provided for in these Terms Suscription Fees are non-refundable, and the number of User Subscriptions purchased during the Initial Period or any Renewal Period cannot be decreased until the date of the next Renewal Period.

15. SourceDogg shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to these Terms and/or the additional data storage fees payable pursuant to this Section 13 at the start of each Renewal Period upon reasonable prior notice to the Subscriber and any Order shall be deemed to have been amended.

16. All payments, fees and other charges are payable to SourceDogg in the currency set out in the Order and exclusive of all applicable local and foreign taxes, levies and assessments. The Subscriber shall be responsible for the payment of all such taxes, levies and assessments imposed on either the Subscriber or SourceDogg arising out of this Contract, excluding any tax based on SourceDogg net income.

17. If a Subscriber is required by any applicable law to deduct or withhold amounts otherwise payable to SourceDogg, the Subscriber agrees to pay the required amount to the relevant governmental authority and pay to SourceDogg, such additional amount as is necessary to ensure that the net amount actually received by SourceDogg free and clear of all taxes equals the full amount SourceDogg would have received had no such deduction or withholding been required.

18. If a Subscriber pays by fraudulent means, SourceDogg reserves the right to immediately and permanently terminate access to the SourceDogg Service without liability and may notify the relevant authorities where it believes a criminal or fraudulent act has occurred.

19. The Subscriber agrees that SourceDogg may impose a reasonable administrative charge to restore archived data from delinquent accounts, such charge being due within 30 days from the date of SourceDogg's invoice for the same.

Free Trials:

20. Where the Registered User has been permitted by SourceDogg to use the SourceDogg Service

for a free 30 day trial period in order to sample the SourceDogg Service, these Terms shall be binding upon the Registered User from the date the Registered User activates and commences use of the SourceDogg Service except that any obligation to pay Subscription Fees shall not apply until the end of the free trial period and subject to the Registered User placing an Order with SourceDogg in accordance with these Terms.

21. At the end of any free trial period and where the Registered User does not place an Order with SourceDogg the Registered User's right to access and use the SourceDogg Service shall terminate and Section 15 clause 9 and its sub-clauses shall apply.

22. Where the Registered User places an Order at the end of the free trial period then a new Contract shall be formed in accordance with these Terms for the Subscription Term.

SECTION 14 – Representations, Warranties

1. SourceDogg warrants that it has full power and authority to provide the SourceDogg Service and to grant the Registered User the rights contained in these Terms.

2. SourceDogg undertakes that the SourceDogg Service will be performed and with reasonable skill and care.

3. The undertaking at clause 2 of this Section 14 shall not apply to the extent of any non-conformance which is caused by use of the SourceDogg Service contrary to SourceDogg's instructions, or modification or alteration of the SourceDogg Service by any party other than SourceDogg or its duly authorised contractors or agents.

4. If the SourceDogg Service does not conform with the foregoing undertaking, SourceDogg will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Registered User with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Registered User's sole and exclusive remedy for any breach of the undertaking set out in clause 2 of this Section 14.

5. Nothing in these Terms prevents SourceDogg from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.

6. SourceDogg, strives to uphold the highest levels of business ethics and personal integrity in all of its business transactions and interactions and encourages its Registered Users to do similar. SourceDogg's Code of Business Conduct and Ethics records its policy in relation to the equitable treatment of others and its support of ethical consumerism in its supply chain. Our Code of Business Conduct and Ethics is available to Registered Users, for review and reference, on request from support@sourcedogg.com.

7. With the exception of the Site online sourcing and procurement facility or services expressly provided by SourceDogg, SourceDogg does not operate, control or endorse any of the goods or services that are offered or sought on the Site. SourceDogg is not party to any agreement or contract between Registered Users.

8. Other than as expressly stated in these Terms the SourceDogg Service and other services provided under these Terms are provided on an "as is" basis without warranties of any kind, either expressed or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, title and/or non-infringement. all of which SourceDogg expressly disclaims.

SECTION 15 – Term - Termination - Suspension For Breach

1. The Contract commences on the Effective Date and shall continue in force for the Intial Period and shall continue thereafter for the Renewal Period(s) unless and until terminated in accordance with these Terms. Each Renewal Period shall be governed by the most current form of Terms then published on the Site which will supersede all previous versions.

2. The Subscriber may terminate the Contract upon 30 days prior written notice to expire no earlier than the end of the Initial Period or any Renewal Period thereafter.

3. Either party may terminate the Contract immediately upon written notice to the other where the other is in material breach of any of these Terms and either such breach is not capable of cure, or, if capable of cure, is not cured by the defaulting party within 30 days of the other party's notice to the defaulting party requiring cure.

4. SourceDogg reserves the right to take any action it deems necessary or appropriate in order to minimize the legal risk (if any) associated with the Registered User's use of the SourceDogg Service. Such action includes suspension or termination of the Registered User's use of the SourceDogg Service.

5. Without prejudice to any of its other rights and remedies, whenever SourceDogg has the right to terminate the Contract or has served notice to this effect on the Registered User it may suspend the Registered User's right to use the SourceDogg Service.

6. SourceDogg may terminate the Contract with immediate effect on written notice to the Registered User where:
   a. the Registered User has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Registered User is incorporated, resident or carries on business; or
   b. in any other circumstances provided for in these Terms.
7. On suspension or termination of the Contract SourceDogg may communicate such suspension or termination, and the reason for it, to those persons and entities who have been in recent contact with the Registered User through the SourceDogg Service in order to inform such persons and entities that further attempts to contact the Registered User via the Site are not possible unless or until the Registered User's registration is reactivated.
8. Where the Registered User is not a Subscriber then it may terminate the Contract between it and SourceDogg at any time on 30 days' prior written notice.
9. On termination of the Contract for any reason:
   a. all rights and licences to use the SourceDogg Service and all supporting software applications and tools shall automatically terminate;
   b. each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
   c. SourceDogg may destroy or otherwise dispose of any of the Registered User's Data in its possession unless SourceDogg receives, no later than ten days after the date of termination of the Contract, a written request for the delivery to the Registered User of the then most recent back-up of the Registered User's Data. SourceDogg shall use reasonable commercial endeavours to deliver the back-up to the Registered User within 30 days of its receipt of such a written request, provided that the Registered User has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Registered User shall pay all reasonable expenses incurred by SourceDogg in returning or disposing of the Registered User's Data.
   d. Termination of the Contract shall not affect those Terms and other provisions of the Contract which by their nature are deemed to survive such termination.

SECTION 16 - Miscellaneous Provisions

1. **Notice.** Any notice to be given under these Terms will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such e-mail was sent to the specified email address of the addressee with a successful delivered notification. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
   Notices to SourceDogg shall be sent to :
   Big Dogg Technologies Ltd
   Galway Technology Centre,
   Mervue Business Park,
   Galway, Ireland
   or
   support@sourcedogg.com
2. **Severability.** Should any provision of these Terms or the Contract be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction, the invalid or unenforceable provision shall be given no effect but the remaining provisions of this Agreement shall remain in full force and effect.
3. **Entire Agreement.** These Terms, the Privacy Policy, if applicable, the Additional Terms and Terms of Use and any other documents entered into pursuant to the Contract, constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between them with respect to the arrangements referred to in these Terms and the Contract. Where conflict arises between these Terms of use and any Additional Terms the Additonal Terms shall take precedence.
4. **Independent Contractors.** Nothing in the Contract shall constitute a partnership, joint venture, representative or agency relationship between the parties or be construed or have effect as constituting any relationship of employer and employee between the parties. Neither party shall have the authority to bind or pledge the credit of, or oblige, the other in any way without obtaining the other's prior written consent.
5. **Forward looking Statements.** Documents released by SourceDogg may contain forward-

looking statements concerning SourceDogg's product development. All statements that address activities, events or developments that we intend, expect, plan, project, believe or anticipate will or may occur in the future are forward-looking statements. These forward-looking statements are based on current expectations and are naturally subject to uncertainty and changes in circumstances that may cause actual product development to differ materially from those expressed or implied by such forward-looking statements. Factors that could cause the SourceDogg's product development to differ materially from those expressed in forward-looking statements include, without limitation, variation in demand, technological change, regulatory change and acceptance of the Company's products and services,. Many of these factors are beyond SourceDogg's control; therefore, future development may vary substantially from what SourceDogg foresees and releases from time to time, SourceDogg shall not be liable for any damage or loss sustained by the Registered User as a result of placing undue reliance on such forward-looking statements. SourceDogg does not have any intention or obligation to update forward-looking statements except as required by law.

6. **Force Majeure.** Neither the Registered User nor SourceDogg shall be liable in any way for loss, damage or expense arising directly or indirectly from any hindrance, failure or delay in performing any obligation under these Terms or any Additonal Terms caused by any circumstance beyond the affected party's reasonable control, which shall include war, terrorism, riot, vandalism, accident, breakdown or damage to machinery or equipment, acts of God, fire, flood, severe weather conditions, strike, lock-out or other industrial disputes, legislative or administrative interference or national crisis (each an "Event of Force Majeure"). If an Event of Force Majeure continues for more than 60 days either party may terminate the Contract on written notice to the other.

7. **Amendments to these Terms**
   a. SourceDogg reserves the right to vary or amend these Terms by publication of a notification or message on the Site or through an email or letter to Registered Users, using the email address. The amendments shall be deemed to have been accepted by the Registered User unless a written communication from the Registered User expressing refusal of the amendments is received within 15 days of the date of the notice.
   b. Where the Registered User refuses to accept the amendments made by SourceDogg, the

Registered User shall have 30 days from the date of SourceDogg's notification of the amendments to terminate the Contract.
   c. The Registered User's continued use of the SourceDogg Service shall represent its unconditional acceptance of the amendments to the Terms of Use in their entirety.

8. **Assignment**
   a. SourceDogg may at any time assign, transfer, charge or deal in any other manner with any of its rights under these Terms and may sub-contract any or all of its obligations under these Terms and the Contract.
   b. The Registered User may not at any time assign, transfer, charge or deal in any way with its rights and obligations under these Terms and the Contract without SourceDogg's prior written consent.

9. **Waiver** - Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with these Terms shall not constitute a waiver of such right or remedy or of any other rights or remedies.

10. **Governing Law - Jurisdiction.** These Terms and the Contract are governed by and shall be construed in accordance with Irish law. The parties irrevocably submit to the non- exclusive jurisdiction of the Courts of the Republic of Ireland.