



Subscription Licence Terms and Conditions

for the provision of

SourceDogg Online Sourcing Solution

Supplier Portal



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

SECTION 1 – Definitions

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

Affiliates are all holding companies, subsidiaries and associated 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 Supplier Portal Service.

Contract is the contract that is formed between the Registered User and Sourcedogg for the use of the SourceDogg Supplier Portal 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 Supplier Portal Service.

Effective Date is the date the Registered User accepts these Terms or the SourceDogg Supplier Portal Service is activated by the Registered User, whichever is the earlier date.

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

Privacy Policy is SourceDogg's privacy policy available at <https://www.sourcedogg.com/company-legal-agreements/> and which forms part of these Terms.

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

SourceDogg Supplier Portal Service is the provision of an online venue for 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 Supplier Portal Service.

Site is the website www.sourcedogg.com.

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

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, a company registered in the Republic of 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 Supplier Portal Service by Registered Users.
2. By submitting a registration application to SourceDogg or accessing or using the SourceDogg Supplier Portal Service or any of SourceDogg's sites, tools or applications a Registered User is accepting these Terms.
3. These Terms (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. In the event of any dispute SourceDogg retains the final right to declare whether a supplier is a Registered User and whether they may use the SourceDogg Supplier Portal Service.

SECTION 4 - Formation of Contracts

1. No Supplier registration application shall be binding upon SourceDogg until accepted by SourceDogg.
2. 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 Supplier Portal Service; or

- c. Until a registration application is accepted by SourceDogg, it may reject any Order in its absolute discretion for any reason.

SECTION 5 –Registration

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 Supplier Portal 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. Registration for the use of the SourceDogg Supplier Portal Service shall be free of charge.
6. In relation to the Authorised Users, the Registered User undertakes that:
 - a. it shall ensure that each Authorised User has his own secure password for his use of the SourceDogg Supplier Portal Service and that each Authorised User shall keep his password confidential;
 - b. that all Authorised Users use the SourceDogg Supplier Portal Service in accordance with these Terms and shall be responsible for any Authorised User's breach of this agreement;
 - c. it shall permit SourceDogg to audit the SourceDogg Supplier Portal 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;

SECTION 6 – 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 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 Supplier Portal 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, 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 service.
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 Supplier Portal Service and for maintaining a means, external to the SourceDogg Supplier Portal Service for recovering lost data.

SECTION 7 – 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



<https://www.sourcedogg.com/company-legal-agreements/>

3. SourceDogg shall, in providing the SourceDogg Supplier Portal 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 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 under these Terms. We shall not (a) modify your data; or (b) access your data except as necessary to provide the SourceDogg Supplier Portal 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 Supplier Portal 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 Supplier Portal Service being used by SourceDogg 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

SECTION 8 –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 9 - Use of SourceDogg Supplier Portal 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 Supplier Portal Service.
2. The Registered User agrees that it will only use the SourceDogg Supplier Portal Service and all software, applications and tools (provided by SourceDogg) as part of the SourceDogg Supplier Portal 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. Not attempt to or use the SourceDogg Supplier Portal 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. Not falsely advertise or publish or post inaccurate information via the SourceDogg Supplier Portal Service;
 - g. Not create a link to the Site from any other website or document without the prior written consent of SourceDogg.
 - h. Not publish, distribute and/ or disseminate via the SourceDogg Supplier Portal 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. Not post, transmit or otherwise send via the SourceDogg Supplier Portal Service or the Site any unlawful, fraudulent, harassing, libellous, or obscene Information of any kind;
 - j. Not post, transmit or otherwise send via the SourceDogg Supplier Portal 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. Not modify, adapt, translate, or reverse engineer any portion of the SourceDogg Supplier Portal Service or Site, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the SourceDogg Supplier Portal Service or Site;
 - l. Not reformat or frame any portion of the web pages that are part of the SourceDogg Supplier Portal Service or Site;
 - m. Not post or transmit to the Site material that infringes on any copyright, patent or intellectual property right;
 - n. Not remove any copyright, trademark or other proprietary rights notices contained in or on the SourceDogg Supplier Portal Service or Site;
 - o. Not disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation;
 - p. Not harvest or attempt to harvest any contact information from users of the Site or the SourceDogg Supplier Portal Service by electronic or other means;
 - q. Not monitor or attempt to monitor activity on the Site;
 - r. Not 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 Supplier Portal Service, other accounts, computer systems or networks connected to the SourceDogg Supplier Portal Service;
 - s. Not create a false or misleading identity by which to represent on the Site or the SourceDogg Supplier Portal 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. Not undertake any load testing of any kind on the SourceDogg Supplier Portal Service.
3. The Registered User accepts that;
- a. SourceDogg has the right to monitor the SourceDogg Supplier Portal 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 Supplier Portal 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 Supplier Portal Service;
 - e. in the use of the SourceDogg Supplier Portal 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 Supplier Portal 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 Supplier Portal 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 10 - 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 Supplier Portal Service by the Registered User in any way.
2. SourceDogg shall use reasonable endeavours to ensure that the Site and the SourceDogg Supplier Portal Service is functioning properly and is safe and secure at all times however it is unable to guarantee the continuous operation of the SourceDogg Supplier Portal 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 Supplier Portal Service and Site may be interfered with as a result of technical issues or numerous factors outside 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 Supplier Portal Service or as a result of any interruption of the availability of the SourceDogg Supplier Portal Service or access to the Site or any degradation of their technical characteristics.
4. As information transferred via the SourceDogg Supplier Portal 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 Supplier Portal Service.
6. The Registered User acknowledges that functionality in the software supporting the SourceDogg Supplier Portal 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 Supplier Portal 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 Supplier Portal 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 Supplier Portal Service.
10. Subject to clauses 12 and 13 of this Section 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, the provision and use of the SourceDogg Supplier Portal 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 10, SourceDogg accepts no 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 Supplier Portal Services or Site by the Registered User.
4. If the SourceDogg Supplier Portal 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 12.
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.

SECTION 11 – 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 by the Registered User via the SourceDogg Supplier Portal Service, or in respect of any breach or alleged breach of the intellectual property rights of a third party related to the content transmitted by the Registered User via the SourceDogg Supplier Portal Service.
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 Supplier Portal 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 12 – Representations, Warranties

1. SourceDogg warrants that it has full power and authority to provide the SourceDogg Supplier Portal Service and to grant the Registered User the rights contained in these Terms.
2. SourceDogg undertakes that the SourceDogg Supplier Portal Service will be performed and with reasonable skill and care.
3. The undertaking at clause 2 of this Section 12 shall not apply to the extent of any non-conformance which is caused by use of the SourceDogg Supplier Portal Service contrary to SourceDogg's instructions, or modification or alteration of the SourceDogg Supplier Portal Service by any party other than SourceDogg or its duly authorised contractors or agents.

SECTION 13 – Term - Termination - Suspension For Breach

1. The Contract commences on the Effective Date and shall continue in force until terminated in accordance with these Terms.
2. 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.
3. 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 Supplier Portal Service. Such action includes suspension or termination of the Registered User's use of the SourceDogg Supplier Portal Service.

4. 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 Supplier Portal Service.
5. 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.
6. 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 Supplier Portal 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.
7. The Registered User may terminate the Contract between it and SourceDogg at any time on 30 days' prior written notice.
8. On termination of the Contract for any reason:
 - a. all rights and licences to use the SourceDogg Supplier Portal 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. 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 14 - 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 Additional 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 Additional 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 Supplier Portal 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 subcontract 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.