



TERMS OF USE

last amended 2017-01-20

Welcome to PriceZag.com, a SaaS platform.

This document governs your use of PriceZag. By accessing, using, communicating or interacting with PriceZag you accept ALL conditions of this entire agreement.

Before registering an account, please refer particularly to [2. ACCEPTANCE OF THESE TERMS OF USE](#), [4. LIMITS OF USE](#), [5. REGISTRATION](#), [7. MEMBERSHIP AND PAYMENTS](#), [24. CLASS ACTION WAIVER](#), and [25. DISPUTES / ARBITRATION](#).

SUMMARY OF THIS DOCUMENT:

1. [DEFINITIONS](#)
2. [ACCEPTANCE OF THESE TERMS OF USE](#)
3. [DESCRIPTION OF THE PLATFORM](#)
4. [LIMITS OF USE](#)
5. [REGISTRATION](#)
6. [YOUR ACCOUNT](#)
7. [MEMBERSHIP AND PAYMENTS](#)
8. [CONTENT](#)
9. [EMAILS, PHONES AND NOTIFICATIONS](#)
10. [GRANT OF LICENSE](#)
11. [LIABILITY FOR CONTENT](#)
12. [THIRD PARTY WEBSITES AND SERVICES](#)
13. [BLOCKING AND REMOVAL OF CONTENT](#)
14. [DISCLAIMER](#)
15. [LIMITATION OF LIABILITY](#)
16. [INDEMNIFICATION](#)
17. [DATA PROTECTION, PRIVACY AND COOKIES](#)
18. [CHANGES TO THE PLATFORM AND ACCOUNTS](#)
19. [TERMINATION](#)
20. [ASSIGNMENT TO THIRD PARTIES](#)
21. [SEVERABILITY](#)
22. [ENTIRE AGREEMENT](#)
23. [THIRD PARTY RIGHTS](#)
24. [CLASS ACTION WAIVER](#)
25. [DISPUTES / ARBITRATION](#)
26. [APPLICABLE LAW AND JURISDICTION](#)
27. [DISCLOSURES](#)

1. DEFINITIONS

“**Price Zag**”, “PriceZag”, “we”, “our”, or “us”, refers to the provider of the services available at pricezag.com.

The “**Platform**”, “Our Website”, or “pricezag.com”, refers to all services, tools, applications, software, and data provided by PriceZag and available at pricezag.com, its [subdomains](#) and all related tools.

A “**User**”, or “**You**” refers to a person or company, accessing, uploading, downloading, or viewing data, on or from, our Platform.

A “**Registered User**” refers to a User who successfully created an account using the Sign Up form on pricezag.com as long as this account remains valid and active.

The “**Account**” refers to the tools, features and information related to a Registered User.

The “**Membership**” refers to the benefits granted to a Registered User by PriceZag for the monthly subscription fee for a specific plan of services as described on our website.

The “**Data**” or “**Content**” of our Platform refers to all information of any type, available on our Platform, including, but not limited to statistics, graphics, price amounts, stock and inventory.

The “**Data**” or “**Content**” of a Website or of a Competitor refers to all public information of any type, available on the Website of a Competitor.

A “**Competitor Website**” refers to the third party to which public information is accessed automatically by PriceZag as a result of a User submitting one of their URL addresses to our Platform.

A “**Crawler**” refers to automated software used by PriceZag to extract public information from Websites, as described in [12. THIRD PARTY WEBSITES AND SERVICES](#).

A “**URL**” or “URL address” refers to the web location of a page on a website, such as the address of a product sold by a competitor. “<https://pricezag.com/terms>” is the URL address of these terms of use on our website.

A “**Ticket**” refers to all content posted or uploaded to our Platform for messaging purposes. Tickets typically include messages and files.

2. ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use govern your use of the Platform and all related services provided by PriceZag. Please read these Terms of Use and all related Terms very carefully.

These Terms of Use, together with our [Privacy Policy](#) and all other terms and conditions available on our Platform, or specifically referred to in any of those documents, constitute a legally binding agreement (the “Agreement”) between you and PriceZag in relation to your use of the Platform.

If you do not agree to any of the provisions set out in those documents, you should not use the Platform nor any of the Services we provide.

By accessing or using the Platform, registering an Account, or by viewing, accessing, streaming, uploading or downloading any information or content from or to the Platform, you represent and warrant that you have read, understood, and accepted the Terms of Use, [Privacy Policy](#), and all related documents, and that you are either 18 years of age or more, or you are 13 years of age or more and have your parent(s)' or legal guardian(s)' permission to use the Platform.

IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE [24. CLASS ACTION WAIVER](#) AND [25. DISPUTES / ARBITRATION](#), IT AFFECTS HOW DISPUTES ARE RESOLVED.

3. DESCRIPTION OF THE PLATFORM

The Platform is a “Software As A Service” tool that monitors public information of online stores on the behalf of its Users (typically other retailers). The Platform is an alternate way for businesses to visit their Competitors Websites and follow the price of products they may have in common. The Platform uses automated browsers to visit the websites and provides tools for data analysis and alerts.

For Web Crawling and the way we access information on External Websites, please refer to [12. THIRD PARTY WEBSITES AND SERVICES](#).

We may release new tools and resources of the Platform, release new versions of tools and resources, or introduce other services and/or features for the Platform. Any new services and features will be subject to these Terms of Use, even if they are not amended, as well as to any additional terms of use that we may release for those specific services or features.

4. LIMITS OF USE

Subject to your strict compliance with these Terms of Use and our [Privacy Policy](#), PriceZag grants its Registered Users a limited, personal, non-exclusive, revocable, non-assignable and non-transferable right and license to use the tools and access the information provided by our Platform.

This license and all other rights mentioned in these Terms of Use are conditional upon Your strict compliance with these Terms of Use and Guidelines, including, without limitation, the following:

- (i) You must not adapt, copy, republish, make available or otherwise communicate to the public, display, transfer, share, distribute or otherwise use or exploit any Content on or from the Platform, except (a) where such Content is your own Data and not is not part of a Ticket, or (b) as permitted under these Terms of Use.

- (ii) You must not copy or capture, or attempt to copy or capture, any graphic Content from the Platform or any part of the Platform, except when explicitly allowed by the nature of our tools, such as Download of Spreadsheet or Printing of Graphic Statistics.
- (iii) You must not use any Content (other than Your Data) in any way that is designed to create a separate content service or that replicates any part of the Platform offering.
- (iv) You must not employ any techniques or make use of any services, automated or otherwise, designed to aggregate, repurpose, republish, misrepresent, alter Content from the Platform, or otherwise make use of any Content from the Platform, including without limitation by the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to perform any action on the Platform, except by using our API within the limits we allow. You must not offer or promote the availability of any such techniques or services.
- (v) You must not use our software in a way that would let it access private information or information that would not otherwise be available to the public, such as, for example, by providing a URL address to a Website page that is not publicly listed, by adding or altering the argument(s), protocol, port, or any part of a URL, or by making our software submit a form or request any data in a way that normally requires human interaction or approval.
- (vi) You must not use our Platform in a way that would impede or prevent a Website or Competitor from maintaining their services, or that would have any impact on the cost, security, reliability, or accuracy, of their data, statistics, and other information, such as, for example, by adding too many URLs of a same Website to our Platform.
- (vii) You must use our Platform resources with consideration of proportions. Your activity and the activity of our software resulting from your use of the Platform should be proportional to the size of your business, and you should not monitor more URLs than necessary.
- (viii) You must not use our Keywords Monitoring feature in a way that would impede a Website or Competitor in any material, intellectual, or commercial context, or if prohibited by law.
- (ix) You must not provide us with a URL address of API for us to connect to (commonly referred to as “Your API”), if you do not have full ownership and control over the security, confidentiality, and reliability of the systems related to this URL.
- (x) You must not use the platform if you agreed with a third party to any condition limiting your use of any tool or service we provide. You are responsible for informing the third party of your use of the Platform.
- (xi) You must not use the Platform in any way that is contrary to its concept or incompatible with its purpose, as described by our documents, pages, and/or guidelines, including but not limited to this agreement.
- (xii) You must not enter for a same product in your Account, URL addresses of pages listing different products or on which the offer differs from a website to another.
- (xiii) You must not alter or remove, attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Platform or any Content appearing on the Platform (other than Your Content).
- (xiv) You must not, and must not permit any third party to, copy or adapt the object code of our Platform or any of the Apps or Services, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Platform, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content other than Your Content.
- (xv) You must not conduct any research related to the design of any of our tools or attempt to understand, decrypt, analyze, or study, our algorithms or any part of our software.

- (xvi) You must not use our Platform to upload, post, store, transmit, display, copy, distribute, promote, contribute to, make available or otherwise communicate:
- any Content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes or contributes by any means to violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in PriceZag's reasonable discretion;
 - any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
 - any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise illegal or unlawful in PriceZag's reasonable opinion;
 - any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which or might overburden, impair or disrupt the Platform or servers or networks forming part of, or connected to, the Platform, or which does or might restrict or inhibit any other User's use and enjoyment of the Platform; or
 - any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.
- (xvii) You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.
- (xviii) You must not rent, sell or lease, access or referral to the Platform, or any Content on the Platform.
- (xix) You must not sell or transfer, or offer to sell or transfer, with or without financial compensation, any PriceZag Account to any third party without the prior written approval of PriceZag.
- (xx) You must not refer or invite to the Platform someone susceptible to violate any of the conditions of these Terms of Use based on the reasonable knowledge we may expect you to have about this person. PriceZag reserves the right to terminate Your Account if such referrals are repeated.
- (xxi) You must not Refer or send an Invitation to yourself, or register multiple Accounts, unless specifically authorized by PriceZag.
- (xxii) You must not define any password on the Platform that is identical or similar to the password of any of the email addresses or phone credentials provided or associated to PriceZag, or that have been provided or associated to our Platform in the past.
- (xxiii) You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by PriceZag or any User; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or Account which you are not authorized to access; attempt to scan or test the vulnerability of PriceZag's servers, system or network or attempt to breach PriceZag's data security or authentication procedures; attempt to interfere with the Website or the Services by any means including, without limitation, hacking PriceZag's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of PriceZag under these Terms of Use, PriceZag reserves the right to investigate any situation that

appears to involve any of the above, and may report such matters to, and co-operate with, appropriate law enforcement authorities in prosecuting any Users, persons or companies who have participated in any such violations.

- (xxiv) You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an Account in the name of another person or company.
- (xxv) You must not stalk, exploit, threaten, abuse or otherwise harass any Person, Company, or any PriceZag employee.
- (xxvi) You must not use or attempt to use another person's Account, password, or other information, unless you have express permission from that other person.
- (xxvii) You must not collect or attempt to collect personal data, or any other kind of information about other Users, including without limitation, through spidering or any form of scraping.

You agree to comply with the above conditions, and acknowledge and agree that PriceZag has the right, in its sole discretion, to terminate Your Account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending Users to the relevant authorities.

5. REGISTRATION

You are not obliged to register to use the Platform. However, access to most Services is only available to Registered Users (hereinafter the “**Members**”).

REGISTERING AN ACCOUNT ON OUR PLATFORM CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS OF USE. You should see a check box in our Sign Up form allowing you to insist of the fact that you agree to these terms. If you do not see this check box, you should not register. The Sign Up form should not be modified or used in any way that would allow you to Register without checking this check box. REGISTERING AN ACCOUNT WITHOUT READING THIS AGREEMENT THOROUGHLY IS AT YOUR OWN RISK. Please refer to [2. ACCEPTANCE OF THESE TERMS OF USE](#).

The right to register an Account on the Platform may not be granted to every person or company. PriceZag reserves the right to refuse Registration to anyone or terminate any Account, in their sole discretion.

PriceZag may provide access to a “Dummy Account”. This account has no password, is only offered as an example for demonstration purposes and it comes with strictly no guarantee. All data you post or upload to this account, as well as any modification you may have done, may be deleted by PriceZag at any time, and all data downloaded or viewed from this account is subject to errors or inaccuracy. No User can claim any right related to the Dummy Account.

PriceZag may provide free and limited trial accounts. These accounts require no payment and are limited in features and time. PriceZag has no obligation to provide such accounts. By registering a such account you agree to all obligations of this entire agreement and understand that this type of account comes with strictly no guarantee. Users of free trial accounts may have the possibility to upgrade their plan to a regular membership.

In some cases, Users may be offered with the opportunity to refer someone to our Platform. A virtual compensation may be granted once the new User you referred (hereinafter the “**Guest**”) has made a successful payment to Register on the Platform. This compensation may appear as a dollar amount (or other currency) in your account balance but is never to consider as real money. Compensations earned in relation to referral can only be used to purchase our services and no

refund of any kind will be granted. NO REFERRAL FEE WILL BE GRANTED IF THE GUEST DID NOT USE THE LINK WE PROVIDED THEM BY EMAIL TO SIGN UP OR IF THEY ALERTED OUR CODE(S) OR COUPON(S) IN ANY WAY. The Guest is responsible for verifying that the coupon applied. The Guest has no obligation of accepting your invitation or make a payment. Users shall not abuse, harass or sue any person or company for any matter related to referrals. Please refer to [4. LIMITS OF USE](#) and make sure the means by which you refer someone respect all conditions.

If you register an account after being referred by one of our Users, you may benefit of a deduction for the Sign Up fee using a coupon code WE provide you by email as a link. This deduction may only apply to the first month of service and we encourage you to read the amounts displayed when submitting our Sign Up form before you agree.

6. YOUR ACCOUNT

When you register to use the Platform, you will provide us with your email address, and will choose a password for Your Account. You must ensure that all email addresses, phone numbers, and all personal information you provide is, and remains, valid. Your email address and any other information you chose to provide about yourself will be treated in accordance with our [Privacy Policy](#).

You are solely responsible for maintaining the confidentiality and security of your login credentials, password, and all information available on Your Account, including, but not limited to, email addresses and phone numbers, statistics and logs, payment and billing information, and for maintaining the security of the email account(s), phone(s) and other electronic devices, associated to Your PriceZag Account or used to access our Platform, and you will remain responsible for the use of your login credentials and password, information received from us to your email account and phones, and all information and activity emanating from Your Account, whether or not such activity was authorized by you.

If your login credentials or password are lost or stolen, or if you believe that Your Account has been accessed by unauthorized third parties, you are advised to notify PriceZag in writing, and should change your password and/or email address associated to Your Account, at the earliest possible opportunity.

We reserve the right to accept, reject, cancel, and terminate the Account or the registration of an Account to any User, person or company in our sole discretion. Although we do not discriminate any race, gender, religion or sexual orientation. We ask our Members to follow an ethic of respect of laws, morals, and confidentiality.

We reserve the right to terminate any Account if the activity or inactivity of its Member raises any type of suspicion on our side, in our sole discretion, or if the contact information provided does not allow us to reach this Member, for any reason such as but not limited to email spam filtering or blocking by the provider of the email address.

You may terminate Your Account at any time as described in the [19. TERMINATION](#) section below.

7. MEMBERSHIP AND PAYMENTS

PriceZag provides various “Plans” for its services. Each plan has fees, specifications, and limitations, described both in the page of Sign Up (typically our home page) and in your account.

PriceZag services are provided as a monthly subscription renewed automatically. Your payment card is charged of the monthly fee the same day of each month IN ADVANCE. This day (hereinafter “**Billing Day**”) is initially determined by the day you registered the account. When the days of a month do not extend to the Billing Day, the last day of the month will be used. For example if you Sign Up on January 31, the next charge will be on February 28 or 29, and the next one of March 31. BY REGISTERING AN ACCOUNT ON PRICEZAG YOU AGREE TO CHARGE YOUR CARD EVERY MONTH OF THE AMOUNT INDICATED IN THE SIGN UP FORM. If you do not see this amount you should not sign up.

If a charge on your card fails, for any reason, such as but not limited to, card expiration, card blocked for fraud, funds unavailable, or any error in the payment systems, we will notify you by email and interrupt all service provided by our Platform to You approximately 48 hours later. We will retry the charge on your card multiple times for about a week before giving up. If the charge is successful before we give up the service is activated again and the Billing Day remains the same. If you update your card and make a successful payment after we gave up, the Billing Day is set to the day of this new charge.

PriceZag does not have access to your full credit card number and you shall not provide us with this number by any other means than by submitting it in the relevant payment forms on pricezag.com using secure network connection, equipment, and software. Payments are handled by Stripe.com and PriceZag declines all responsibility for any consequence related to failure, error, negligence, or fraud, by or on Stripe systems or employees.

PriceZag may offer you the option to “prepay” the service by charging your card of the amount you expect to spend using our services. This option allows you to make sure the payment goes through on time and therefore avoid any interruption of the service following a charge failure. There is no obligation to use this feature and all funds prepaid for future periods are refundable AFTER DEDUCTION OF ALL PAYMENT PROCESSING FEES CHARGED BY OUR FINANCIAL INSTITUTIONS, including both the payment fees applied during prepay and the refund fees.

PriceZag may offer you the possibility to Upgrade your Membership from your current active plan to another plan offering more benefits for a higher fee. Upgrading your Membership is the technical and legal equivalent of Signing Up for this new plan at the exception that (i) the ratio of the fee of your previous plan for the remaining period will be deducted from the first payment (ii) all data of your account will be preserved. The Membership is upgraded as soon as the charge is successful, the Billing Day becomes the date of this payment, and the monthly fee to be charged for all future months will be the regular fee of the new plan.

You can Downgrade your Membership from your current active plan to another plan offering less benefits for a lower fee. This Downgrade is only possible if your current use of our services fits into the limitations of the new plan. You may have to, for example, delete some products from your account in order to have no more than the maximum number of products allowed by the new plan. The downgrade will only take effect at the next Billing Day at which the charge will correspond to regular monthly fee of the new plan. If your use of our services does not fit in the new plan at the Billing Day, the current plan will be renewed and the downgrade is cancelled. We only process Downgrades manually and they must be requested by sending us a Ticket using our messaging feature in your account.

All amounts related to any fee for the purchase of our services are in U.S. Dollars (USD) unless specified otherwise. If you do not fully understand the amount, recurrence, or any other details of a fee, please contact us for clarification before making any purchase.

Both You and PriceZag agree to make all necessary endeavors to reverse any error of transaction that may have occurred, such as, for example, any charge of incorrect amount, by issuing a refund or making another payment, regardless of the party or reason that caused the error. The

error must be reversed no later than 15 days after being notified to the other party.

For changes in price of our services, please refer to [18. CHANGES TO THE PLATFORM AND ACCOUNTS](#).

For referrals and coupons, please refer to [5. REGISTRATION](#).

For cancellations and fees related to termination of account, please refer to [19. TERMINATION](#).

8. CONTENT

PriceZag does not claim any ownership rights in the Content you Upload to our Platform, and you hereby expressly acknowledge and agree that such Content remains your sole responsibility.

The data provided by PriceZag in relation to Competitors Websites constitutes solely a listing of public information that our automated software interprets with the best of its abilities and with all its imperfections which you should expect. This interpretation constitutes an ESTIMATION about the product pages accessed on the Websites and all information related to prices, inventory, keywords, or any other type of Data retrieved and/or extrapolated from External Websites must be verified by you manually in a web browser before making any conclusion or taking any action.

Whilst PriceZag uses reasonable endeavors to insure integrity, accuracy, quality, authenticity, and availability of its Content, of the interpretation of Data, and of the Content uploaded by the Users, PriceZag does not have any obligation on, and cannot guarantee the integrity, accuracy, quality, authenticity, or availability of any Content or service. No refund, credit, interest, settlement, modification of conditions, or compensation of any kind will be issued in the event of a failure or unavailability of any system or feature of the Platform, or in the event of any corruption of data hosted or provided by the Platform, or in the event of lateness or delays in providing or accepting any service or Content.

Our Platform may limit, restrict or block automatically or manually the access to the Content, the bandwidth and/or frequency of requests made to our network, the availability or communication of Data from or to any External Service or Yourself, or any transfer of information at any time, to or based on, ip address, email address, phone number, Account, Account statistics or parameters, Website hostname, domain name or URL address, or on any credentials or means of identification. For example, the number of URLs of Competitors you can add in a certain amount of time, and/or the number of requests you can make using our API, may be subject to automatic limitations. We also limit the total number of URLs you can have of the same domain name to the number of products of your plan. These limitations are subject to variations or change. You may not expect PriceZag to overwrite any of these limitations.

PriceZag makes available in your Account a tool of communication (hereinafter “Tickets”) between Registered Users and Us. All content posted by you or us to these Tickets, including but not limited to all messages and files, is strictly confidential. You must not publish, capture, or otherwise make available to the public any content related to these Tickets, whether posted by you or us. For security purposes, we do not handle Account related matters over email, unless a material limitation prevents you from accessing your Account. You must only discuss such matters by creating or responding to a Ticket in your Account on the Platform.

We may, from time to time, invite or provide you with means to give us feedback regarding the Platform, and in such circumstances, any feedback you provide will be deemed non-confidential and PriceZag shall have the right, but not the obligation, to use such feedback on an unrestricted basis.

9. EMAILS, PHONES AND NOTIFICATIONS

For various reasons such as but not limited to, registration, alerts notifications or referral, you may be required to provide an email address, phone number, and/or other means of communication.

You are responsible for maintaining validity, security, confidentiality, availability, and personal access, to all email addresses, phone numbers, and other means of communication provided to us. PriceZag is not responsible for non-delivery, hacking, or data corruption of emails, SMS, or any other type of message due to the failure or filtering of a system such as but not limited to email or phone provider, network operator, or communication software. PriceZag is not responsible for any consequence arising from the failure to deliver any type of message.

PriceZag does not guarantee the delivery of any message or notification.

Users must not rely on receiving any communication message related to their account, such as but not limited to alert notifications or billing information. Users shall always verify all claims made by PriceZag's systems in any message or on the Platform, by reviewing and analyzing with their own tools the source of the information, such as for example the page(s) of Competitors Websites or any Price amount or Stock information.

For your convenience any without any guarantee, our Platform provides you with tools to limit the number of notifications and/or their allowed time range. If our notifications cause any disturbance in your personal life or business activities, we invite you to limit or disable them. In the event of failure of our tools or if you keep receiving messages from us despite having disabled such notifications, we invite you to contact us immediately.

10. GRANT OF LICENSE

By uploading or posting Your Content to the Platform, such as but not limited to Your Prices and URL addresses, you initiate an automated process to transcode your Content and direct PriceZag to store Your Content on our servers. To the extent it is necessary in order for PriceZag to provide you with any of the services, to undertake any of the tasks set forth in these Terms of Use and/or to enable your use of the Platform, you hereby grant PriceZag full access and use of this data.

By providing the URL addresses of Your own Website for us to monitor, You grant Us permission to access, store and use any and all data available at these addresses, by automated means such but not limited to the use of bots, botnets, scripts, apps, plugins, or extensions. PriceZag does not share this data with other Users but any User may monitor Your Website the way they monitor any other Competitor.

By providing the URL address of an API for us to connect to (commonly referred to as "Your API"), You grant Us permission to send to this address any and all Data related to your Account, at the exception of your login credentials. You are responsible for maintaining the security and confidentiality of the systems related to this address.

11. LIABILITY FOR CONTENT

You hereby acknowledge and agree that PriceZag (i) stores Content and other information at the direction, request and with the authorization of its Users, (ii) acts merely as a passive conduit and/or host for information publically available on Competitors Websites and/or provided by You, and (iii) plays no active role and gives no assistance in the use of the Data. You are solely responsible for all Content available through our Platform and for any decision or interpretation You make from this Content, and to the extent permissible by law, PriceZag excludes all liability

with respect to all Content (including Your Content) and the activities of its Users with respect thereto.

You hereby acknowledge and agree that PriceZag cannot and does not review the Content created or uploaded by its Users or retrieved by its software from any Website, and neither PriceZag nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Platform for Content that is inaccurate, inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Use or applicable law.

PriceZag and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from:

- (a) the access or download of Data by its software from Competitors Websites on your behalf, or any Content uploaded to the Platform by Users, including, but not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by Users of the Platform or retrieved from a Website.
- (b) any error in the currency conversions or exchange rates
- (c) any loss or corruption of Data. PriceZag may or may not backup the data store in the systems of its Platform.

By using the Platform, you irrevocably waive the right to assert any claim with respect to any of the foregoing against PriceZag or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

12. THIRD PARTY WEBSITES AND SERVICES

The Platform may provide you with access to, or may access on your behalf, third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services, (hereinafter “**External Services**”).

Our Web Crawlers (automated programs visiting external websites) are only designed to access public information related to products sold by online stores. We do not access nor retrieve any information from external websites that a human could not access using a web browser. The role of our crawlers is solely to automate a task you would otherwise perform manually, and to visit public pages of your Competitors Websites on your behalf. Our Platform should not be used for any other purpose. Please refer to [4. LIMITS OF USE](#) and make sure you are not misleading our software.

PriceZag may also access public information related to a website that is not available on the website itself, such as but not limited to, public listings, domain name whois, ip address and dns information, or hosting information. By submitting a URL address to our Platform you authorize PriceZag to access and use this public information.

Our crawlers visit each product page between one and five times a day depending on how often the price and stock change. You are responsible for all consequences your use of our service may have on an External Service. For example, adding too many URLs of the same website might create a noticeable load on some small systems.

PriceZag may offer you the option to monitor your own Website. This feature is only available on our selected plan(s) and is designed to relieve you from the task of updating your prices to our

platform regularly. You have no obligation to use this feature and the conditions and guarantees related to the crawling of your Website are the same as for the crawling of your Competitors Websites. We may limit the number of different domain names you can use for this feature because we consider that you only own a limited number of website(s). We do not guarantee the accuracy of the prices we extract from your website.

PriceZag does not have or maintain any control over External Services, and is not and cannot be responsible for their content, operation, use, nor for the interpretation our software makes of their Content. By linking or otherwise providing access to any External Services, PriceZag does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by or through such External Services.

External Services may have their own terms of use and/or privacy policy, and may have different practices and requirements to those operated by PriceZag with respect to the Platform. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Services, which you use at your own risk. You are advised to make reasonable inquiries and investigations before accessing, linking your account with, providing us access to, entering into any transaction with, financial or otherwise and whether online or offline, any third party related to any External Services, such as by adding the URL address of a Competitor's Website to monitor.

You are solely responsible for taking the precautions necessary to protect yourself from fraud when using External Services, to protect your business from any misinterpretation of Content such as but not limited to inaccuracy of price or inventory, and to protect your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any External Services.

PriceZag disclaims any and all responsibility or liability for any harm resulting from your use of External Services, and you hereby irrevocably waive any claim against PriceZag with respect to the content or operation of any External Services.

13. BLOCKING AND REMOVAL OF CONTENT

Notwithstanding the fact that PriceZag has no legal obligation to monitor the Content nor Your activity on the Platform, PriceZag reserves the right to block, remove or delete any Content at any time, and to limit or restrict access to any Content, for any reason and without liability, including without limitation, if we have reason to believe that such Content does or might infringe the rights of any third party, has been used or uploaded in breach of these Terms of Use, our Guidelines, or applicable law, or is otherwise unacceptable to PriceZag in our sole discretion.

14. DISCLAIMER

THE PLATFORM, INCLUDING, WITHOUT LIMITATION, THE WEBSITE, THE APPLICATIONS AND ALL CONTENT AND SERVICES ACCESSED THROUGH OR VIA THE WEBSITE, THE APPLICATIONS OR OTHERWISE, ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS".

WHILST PRICEZAG USES REASONABLE ENDEAVORS TO CORRECT ANY ERRORS OR OMISSIONS IN THE PLATFORM AS SOON AS PRACTICABLE ONCE THEY HAVE BEEN BROUGHT TO PRICEZAG'S ATTENTION, PRICEZAG MAKES NO PROMISES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (EXPRESS OR

IMPLIED) REGARDING THE WEBSITE, THE APPLICATIONS, THE SERVICES OR ANY PART OR PARTS THEREOF, ANY CONTENT, OR ANY LINKED SERVICES OR OTHER EXTERNAL SERVICES. PRICEZAG DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR ANY PART OR PARTS THEREOF, THE CONTENT, OR THE SERVERS ON WHICH THE PLATFORM OPERATES ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL OR MISLEADING COMPONENTS. PRICEZAG DOES NOT WARRANT THAT ANY TRANSMISSION OF CONTENT UPLOADED TO THE PLATFORM WILL BE SECURE OR THAT ANY ELEMENTS OF THE PLATFORM DESIGNED TO PREVENT UNAUTHORIZED ACCESS, SHARING OR DOWNLOAD OF CONTENT WILL BE EFFECTIVE IN ANY AND ALL CASES, AND DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM IS LAWFUL IN ANY PARTICULAR JURISDICTION.

PRICEZAG AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, SPECIFICALLY DISCLAIM ALL OF THE FOREGOING WARRANTIES AND ANY OTHER WARRANTIES NOT EXPRESSLY SET OUT HEREIN TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES REGARDING NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WHERE THE LAW OF ANY JURISDICTION LIMITS OR PROHIBITS THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES AS SET OUT ABOVE, THE ABOVE DISCLAIMERS SHALL NOT APPLY TO THE EXTENT THAT THE LAW OF SUCH JURISDICTION APPLIES TO THIS AGREEMENT.

15. LIMITATION OF LIABILITY

IN NO EVENT SHALL PRICEZAG'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE GREATER OF 100 DOLLARS OR THE AMOUNTS (IF ANY) PAID BY YOU TO PRICEZAG DURING THE PREVIOUS TWELVE (12) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

PRICEZAG AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, SHALL HAVE NO LIABILITY FOR:

1. ANY LOSS OR DAMAGE ARISING FROM:
 - (a) YOUR INABILITY TO ACCESS OR USE THE PLATFORM OR ANY PART OR PARTS THEREOF, OR TO ACCESS ANY CONTENT OR ANY EXTERNAL SERVICES VIA THE PLATFORM;
 - (b) ANY CHANGES THAT PRICEZAG MAY MAKE TO THE PLATFORM OR ANY PART THEREOF, OR ANY TEMPORARY OR PERMANENT SUSPENSION OR CESSATION OF ACCESS TO THE PLATFORM OR ANY CONTENT IN OR FROM ANY OR ALL TERRITORIES;
 - (c) ANY ACTION TAKEN AGAINST YOU BY THIRD PARTY RIGHTSHOLDERS WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF SUCH THIRD PARTY'S RIGHTS RELATING TO YOUR CONTENT OR YOUR USE OF THE PLATFORM, OR ANY ACTION TAKEN AS PART OF AN INVESTIGATION BY PRICEZAG OR ANY RELEVANT LAW ENFORCEMENT AUTHORITY REGARDING YOUR USE OF THE PLATFORM;

(d) ANY ERRORS OR OMISSIONS IN THE PLATFORM'S TECHNICAL OPERATION, OR FROM ANY INACCURACY OR DEFECT IN ANY CONTENT OR ANY INFORMATION RELATING TO CONTENT SUCH AS, BUT NOT LIMITED TO, THE ACCURACY OF PRICES AND INVENTORY OF YOUR COMPETITORS;

(e) ANY MATERIAL, INTELLECTUAL, OR FINANCIAL CONSEQUENCE ARISING FROM YOUR USE OF THE API, SUCH AS, BUT NOT LIMITED TO, CONSEQUENCES RELATED TO A MISTAKE OR NEGLIGENCE IN THE URL YOU PROVIDE OUR API FOR US TO SEND DATA TO;

(f) YOUR FAILURE TO PROVIDE PRICEZAG WITH ACCURATE OR COMPLETE INFORMATION, OR YOUR FAILURE TO KEEP YOUR ACCOUNT CREDENTIALS SUITABLY CONFIDENTIAL;

2. ANY LOSS OR DAMAGE TO ANY COMPUTER HARDWARE OR SOFTWARE, ANY LOSS OF DATA (INCLUDING YOUR CONTENT), OR ANY LOSS OR DAMAGE FROM ANY SECURITY BREACH; AND/OR
3. ANY LOSS OF PROFITS, OR ANY LOSS YOU SUFFER WHICH IS NOT A FORESEEABLE CONSEQUENCE OF PRICEZAG BREACHING THESE TERMS OF USE. LOSSES ARE FORESEEABLE WHERE THEY COULD BE CONTEMPLATED BY YOU AND PRICEZAG AT THE TIME YOU AGREE TO THESE TERMS OF USE, AND THEREFORE DO NOT INCLUDE ANY INDIRECT LOSSES, SUCH AS LOSS OF OPPORTUNITY.

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM MUST BE NOTIFIED TO PRICEZAG AS SOON AS POSSIBLE.

16. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless PriceZag, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- (i) any violation by you of these Terms of Use or our Guidelines.
- (ii) any third party claim of infringement of copyright or other intellectual property rights or invasion of privacy or any impeding in the business operations of such party arising from Your use or Our services or Linked Services;
- (iii) any activity related to Your Account, be it by you or by any other person accessing Your Account with or without your consent unless such activity was caused by the act or default of PriceZag.

17. DATA PROTECTION, PRIVACY AND COOKIES

All personal data that you provide to us in connection with your use of the Platform is collected, stored, used and disclosed by PriceZag in accordance with our [Privacy Policy](#). In addition, in common with most online services, we use cookies and activity analysis to help us understand how people are using the Platform, so that we can continue to improve the service we offer. Our use of cookies is explained in our [Privacy Policy](#). By accepting these Terms of Use and using the Platform, you also accept the terms of our [Privacy Policy](#).

PriceZag does not provide any information to you or anyone related to any Account, even Yours, or related to any Website our Platform may access to, except if obligated by law, besides the

information that is already available on our Platform through automated systems.

18. CHANGES TO THE PLATFORM AND ACCOUNTS

PriceZag reserves the right at any time and for any reason to suspend, discontinue, terminate or cease providing access to the Platform or any part thereof, temporarily or permanently, and whether in its entirety or with respect to individual territories only. In the case of any temporary or permanent suspension, discontinuation, termination or cessation of access, PriceZag shall use its reasonable endeavors to notify registered users of such decision in advance.

You hereby agree that PriceZag and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to you or to any third party for any changes or modifications to the Website, Applications and/or any Services that PriceZag may wish to make from time to time, or for any decision to suspend, discontinue or terminate the Website, the Services or any part or parts thereof, or your possibility to use or access the same from or within any territory or territories.

PriceZag may change the features of any type of Account, may withdraw or introduce new features, products or types of Account at any time and for any reason, and may change pricing from time to time. In the event of any increase of pricing, or any other cases where PriceZag proposes to make changes to any type of Account by which you are concerned and these changes are material and to your disadvantage, PriceZag will notify you of the proposed changes by sending an email to the current email address that we have for Your Account, at least six (6) weeks in advance. You will have no obligation to continue using the Platform following any such notification, but if you do not cancel Your Account as described in the [19. TERMINATION](#) section below during the six (6) week period, your continued use of Your Account after the end of this six (6) week period will constitute your acceptance of all changes we have introduced and your payment method will be charge the new amount. Please refer to [9. EMAILS, PHONES AND NOTIFICATIONS](#) and make sure we can always contact you using the email address you provided.

For the modifications in the Terms of Use, please refer to [22. ENTIRE AGREEMENT](#).

19. TERMINATION

You may terminate this Agreement by Cancelling our services using the relevant feature provided by PriceZag on the Platform **AND** notifying us of your desire to terminate the agreement by creating a ticket in your account, and thereafter by ceasing to use the Platform.

IF YOU ONLY USE THE CANCELLATION FEATURE WITHOUT REQUESTING US TO TERMINATE THIS AGREEMENT, THE AGREEMENT WILL REMAIN. The cancellation feature only provides a way to disable the renewal of the monthly services we provide.

If the billing period has not ended when you cancel our services, the services will remain available until the end of the period. If you wish to terminate the services immediately upon cancellation you must send us a Ticket after requesting the cancellation.

NO REFUND WILL BE ISSUED FOR THE REMAINING BILLING PERIOD UPON CANCELLATION OR TERMINATION, whether requested by You or PriceZag. Please refer to [7. MEMBERSHIP AND PAYMENTS](#) for more details.

PriceZag may suspend your access to the Platform and/or terminate this Agreement at any time if:

- (i) you are in breach of any of the provisions of these Terms of Use or our Guidelines, including without limitation, the provisions of the following sections: [4. LIMITS OF USE](#) OR [8. CONTENT](#), or;
- (ii) PriceZag elects at its discretion to cease providing access to the Platform in the jurisdiction where you reside or from where you are attempting to access the Platform, including but not limited to the networks used to connect to our Platform, or;
- (iii) in other reasonable circumstances as determined by PriceZag at its discretion. If Your Account is suspended or terminated by PriceZag pursuant to any third party rights infringement, or for breaching any rule of these Terms of Use, you will not be entitled to any refund or transfer of the remaining balance and you may be obligated by PriceZag, by order of a court, or by law, to compensate for any consequences this infringement may have caused.

PriceZag does not guarantee the removal of any data related to the Websites of your Competitors upon Cancellation of the services. By adding any URL address to our platform, you allow us to store any data related to this Website for an unlimited period of time.

PriceZag may also store any data or information for a certain period of time in accordance with applicable laws and regulations and/or to protect our legitimate business interests. You are advised to save or back up any material that you have uploaded to Your Account before terminating Your Account, as PriceZag assumes no liability for any material that is irretrievably deleted following any termination of Your Account.

The provisions of these Terms of Use that are intended by their nature to survive the termination or cancellation of this Agreement will survive the termination of this Agreement, including, but not limited to, those Sections entitled [6. YOUR ACCOUNT](#), [8. CONTENT](#), [10. GRANT OF LICENSE](#), [11. LIABILITY FOR CONTENT](#), [14. DISCLAIMER](#), [15. LIMITATION OF LIABILITY](#), [16. INDEMNIFICATION](#), [19. TERMINATION](#), [20. ASSIGNMENT TO THIRD PARTIES](#), [21. SEVERABILITY](#), [22. ENTIRE AGREEMENT](#), [24. CLASS ACTION WAIVER](#), [25. DISPUTES / ARBITRATION](#), OR [26. APPLICABLE LAW AND JURISDICTION](#), respectively.

20. ASSIGNMENT TO THIRD PARTIES

PriceZag may assign its rights and (where permissible by law) its obligations under this Agreement, in whole or in part, to any third party at any time without notice, including without limitation, to any person or entity acquiring all or substantially all of the assets or business of PriceZag. You may not assign this Agreement or the rights and duties hereunder, in whole or in part, to any third party without the prior written consent of PriceZag.

21. SEVERABILITY

Should one or more provisions of these Terms of Use be found to be unlawful, void or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and/or enforceability of the remaining provisions of the Terms of Use, which will remain in full force and effect.

22. ENTIRE AGREEMENT

These Terms of Use, together with our Guidelines, [Privacy Policy](#), constitute the entire agreement between You and PriceZag with respect to your use of the Platform, and supersede any prior agreement between you and PriceZag. Any modifications to this Agreement must be made in writing.

PriceZag may modify any part of these Terms of Use at any time. In this case, we will notify you of the proposed changes by sending an email to the current email address that we have for Your Account at least six (6) weeks in advance. You will have no obligation to continue using the Platform following any such notification, but if you do not cancel Your Account as described in the [19. TERMINATION](#) section during the six (6) week period, your continued use of Your Account after the end of that six (6) week period will constitute your acceptance of all new Terms and Conditions of Use. Please refer to [9. EMAILS, PHONES AND NOTIFICATIONS](#) and make sure we can always contact you using the email address you provided.

23. THIRD PARTY RIGHTS

These Terms of Use are not intended to give rights to anyone except You and PriceZag. This does not affect our right to transfer our rights or obligations to a third party as described in the [20. ASSIGNMENT TO THIRD PARTIES](#) section.

24. CLASS ACTION WAIVER

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND PRICEZAG AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

Unless both You and PriceZag agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

25. DISPUTES / ARBITRATION

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF ANY PRICEZAG SERVICE, OR TO ANY SERVICE PROVIDED BY PRICEZAG WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THIS AGREEMENT.

You agree that arbitration will occur in the City of Los Angeles, United States, California, and to exclusive personal jurisdiction and venue in this city.

Without prejudice to the binding arbitration conditions, if any dispute about or involving PriceZag services was to occur in court, you agree that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of Los Angeles.

26. APPLICABLE LAW AND JURISDICTION

Except where otherwise required by the mandatory law of the United States, this Agreement is subject to the laws of the Federal of United States, excluding the principles of conflict of laws (international private law).

The foregoing provisions of this Applicable Law and Jurisdiction section do not apply to any claim in which PriceZag seeks equitable relief of any kind. You acknowledge that, in the event of a breach of this Agreement by PriceZag or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against PriceZag, including with respect to Your Content, and your only remedy shall be for monetary damages, subject to the limitations of liability set forth in these Terms of Use.

Please also review [25. DISPUTES / ARBITRATION](#) for our forum selection clause.

27. DISCLOSURES

You may contact us using our online form at <https://pricezag.com/contact>, or by writing to:

PriceZag – Legal
3110 Main Street – The Annex
Santa Monica, CA 90405
USA

.END OF THE DOCUMENT OF AGREEMENT.
