



ATELIER
TECHNOLOGY

Enterprise jewellery software in the cloud

Terms & Conditions

This document sets out the Terms and Conditions ("Terms") on which Atelier Technology Limited (Company No. 08959344) of 21 Tollgate, Chandlers Ford, Eastleigh, Hampshire, SO53 3TG ("Atelier") provides users with access to certain operational, trading and management services through the www.enterprise.atelier.technology website ("Website").

Please read these terms carefully before using the website and the Atelier services. You acknowledge and agree that by clicking on "I accept" on behalf of a nominated company or organisation (in these terms, the "User"), you agree that your company or organisation will be bound by these terms and that as a User You warrant and represent that you have full capacity and authority to enter into this agreement on behalf of the User company or organisation.

If you do not accept these terms, you will not be able to use the website and the services. You are advised to print and retain a copy of these terms for future reference.

1. The website & the services

1.1. The Website is owned and managed by Atelier Technology Limited (Company No. 08959344) of 21 Tollgate, Chandlers Ford, Eastleigh, Hampshire SO53 3TG

1.2. Atelier shall provide the User with the services as described on the Website, which allow the User to develop, browse, screen, track and collaboratively manage its jewellery business development ("Services"). The Services typically include the following key features:

- 1.2.1. the facility to add accounts for "Collaborators (meaning the User's employees and nominated representatives in associated companies) by nominating such individuals to create individual user accounts which permit them to access the Services on behalf of the User;
- 1.2.2. the facility to create or access "Openings", meaning descriptions of a purchase or design opportunity that the User is seeking to fill (note the demand side User retains full control over invited parties, selected by the demand-side User, as described on the Website);
- 1.2.3. the facility to upload "User Information", meaning information about the User organisation or any Opening;
- 1.2.4. the ability to publish and export Openings where they can be displayed to potential "Customers" (meaning demand-side User companies seeking commercial engagement with supply-side Users registered with Atelier) and/or "Suppliers", (meaning supply-side User companies seeking commercial engagement with demand-side Users registered with Atelier);
- 1.2.5. access to view the "Profile" of any Customer or Supplier registered on Atelier which means the information submitted by a Customer or Supplier through the Services which may include a summary of the Customer or Supplier's commercial activity, manufacturing capability, technical or product skills, product or sample range, pricing and engagement history (note Customers cannot view other Customers Profiles, and Suppliers cannot view other Supplier's Profiles);
- 1.2.6. a comparison tool to compare Suppliers for a specific Opening, and the facilitation and management of communications between the User and its Collaborators, and any Supplier, with respect to an Opening; and

1.2.7.any other features and functionalities provided by Atelier to the User from time to time.

1.3.For the avoidance of doubt, Atelier's obligations shall be limited only to the provision of the Services and do not in any way include acting on the User's behalf. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the User and Atelier, appoint either party as the agent of the other, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

1.4.Atelier may from time to time add, modify, suspend or cease (temporarily or permanently) the provision of any element of the Services upon notice to the User.

1.5.Atelier shall have no obligation to notify the User in the event of an unplanned service downtime. In the event of a planned service downtime in respect of the Services or the Website, Atelier shall use its reasonable endeavours to notify the User in advance provided that Atelier is able to do so.

2. Registration & collaborators

2.1.In order to use the Services, the User shall first be required to register with Atelier by completing the two-step online registration form on the Website.

2.2.Atelier shall send the User a confirmation email ("Confirmation Email") once it has accepted and confirmed the User's registration. The User's contract to use the Services on these Terms ("Contract") commences on the date of the Confirmation Email.

2.3.Atelier reserves the right to conduct verification and security procedures in respect of all information provided by the User to Atelier. If Atelier has reason to believe that the information provided by the User to register and use any of the Services breaches or is likely to breach any of the provision in these Terms, Atelier at its sole discretion may take any action that it deems appropriate including without limitation, to terminate the User's Contract.

2.4.These Terms shall apply to any and all Collaborators who access and use the Website and the User Services through the User's account. The User acknowledges and agrees:

2.4.1.all Collaborators must use the corporate email address allocated to them by the User when creating a Collaborator profile;

2.4.2.Atelier may allocate the User "Admin" or "Member" accounts with varying levels of access, and the User shall comply (and ensure each Collaborator complies) with any directions of Atelier relating to the establishment and use of such Collaborator accounts;

2.4.3.only one person may log-on to the Website and/or access the Services using any one Collaborator account at any one time; and

2.4.4.the User is directly liable to Atelier at all times for the acts or omissions of its Collaborators.

2.5.The User shall, and shall ensure its Collaborators, keep any User and Collaborator usernames and passwords ("Logins") safe and secure to ensure that they are not used without the User's permission. The User must immediately notify Atelier if it has reason

to believe that there has been unauthorised use or access to the User's Logins and/or the User's profile on the Website. The User shall be solely responsible and liable for any breaches of these Terms arising out of or resulting from use of the User's Logins to access the Services and/or the Website, whether such use is authorised by the User or not.

2.6. At any time upon notice to the User, Atelier may require the User to execute any further documents to confirm the User's acceptance of, or give full effect to, these Terms.

3. User obligations

3.1. The User shall at all times use the Services and the Website in accordance with these Terms.

3.2. The User shall ensure that its use of the Services and/or the Website, including the submission of any information, data, images, videos, audio, files, links to external websites, communication between Collaborators and with Customers and/or Suppliers, and all other material of any format ("Submissions"):

3.2.1. comply with all applicable laws and legislations, including, but not limited to, the US Fair Credit Reporting Act 1971 (15 U.S.C. § 1681 et seq);

3.2.2. do not infringe any intellectual property rights or other proprietary rights of any third party;

3.2.3. not reasonably be deemed to:

- publish Products or Samples (meaning items of jewellery available for purchase or manufacture) that are not at the time of publishing available as master Samples
- publish Openings that do not correspond to actual unfulfilled sample or product opportunities;
- publish Openings with the aim of harvesting Suppliers for any reason other than legitimate engagement;
- publish Openings that direct Suppliers to apply through means that are not supported by Atelier and the Website;
- publish Openings on behalf of a company without their knowledge and consent;
- request payments from Suppliers; and
- transmit "junk mail", or "chain letters", or unsolicited mass mailing, messaging or "spamming";
- be offensive, illegal, inappropriate or in any way:
 - promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - harass or advocate harassment of another person;
 - display pornographic or sexually explicit material;
 - promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
 - promote any illegal activities;
 - provide instructional information about illegal activities, including violating someone else's privacy;
 - create computer viruses or implement any form of software or scripts onto the Website that have the appearance of coming from a user or Supplier (for the avoidance of doubt, this shall not apply to API use);

- promote or contain information that you know or believe to be inaccurate, false or misleading;
- engage in the promotion of contests, sweepstakes and pyramid schemes, without our prior written consent;
- exploit people in a sexual or violent manner;
- invade or violate any third party's right to privacy
- register any further User accounts for the purpose of circumventing User limitations which have been created by the Website such as hiding direct competitors' Product and pricing information from both Users;
- and the User hereby indemnifies Atelier for all losses, liabilities, costs and expenses (including but not limited to legal costs) suffered or incurred by Atelier which arise directly or indirectly from a breach by the User of this clause 3.2.

3.3. Unless otherwise explicitly stated by Atelier, Atelier does not vet, verify the accuracy, correctness and completeness, edit or modify any Submissions or any other information, data and materials created, used and/or published by the User on the Website to determine whether they may result in any liability to any third party. The User hereby warrants that the User has the right to use all such information and material.

3.4. Atelier reserves the right to refuse to publish any Submissions, or to at any time remove or edit a Submission (in whole or in part), if Atelier has reason to believe that the User's use of the Services and/or the Website breaches these Terms.

3.5. The User shall not:

3.5.1. at any time use the Services and/or the Website with the purpose of impersonating another User or person; and

3.5.2. use the information made available to the User through its use of the Services and/or the Website for any purpose other than in connection with the legitimate pursuit of commercial interests exclusively with the publishing party;

3.5.3. do anything whatsoever which shall or is likely to impair, interfere with, damage, or cause harm or distress to any person or all or any part of any computer, computer network, telecommunications service or infrastructure.

3.6. Atelier takes breaches of the Terms, and in particular, this clause 3, very seriously and therefore reserves the right to take any action that Atelier deems necessary. This can include, without limitation, suspension or termination of the User's use of the Services and/or access to the Website. In certain circumstances Atelier may choose to instigate legal proceedings as appropriate if there is any illegal use of the Services and/or the Website, or disclose information to any third party who is claiming that any material posted or uploaded onto the Website constitutes a violation of their intellectual property rights or of their right to privacy or if the material is posted without that third party's prior consent. The User shall promptly notify Atelier if it is aware of any or any suspected breaches of this clause 3 by its Collaborators.

4. User interaction (with other Users)

4.1. The User shall ensure that any Opening it publishes through the Website contains the sufficient information to allow a Customer or Supplier to make an informed decision as to applying for the role in question.

- 4.2. The User warrants and represents that the information provided pursuant to clause 4.1 and in respect of the User Information shall be correct, complete, accurate and up to date. In the event the information in the Opening or the User Information is incorrect, incomplete, inaccurate or out of date, then the User must immediately take all necessary steps to rectify such information.
- 4.3. The User shall at all times use the Services and the Website in accordance with the applicable law and legislation and in particular, all applicable data protection, engagement and anti-discrimination legislation.
- 4.4. The User is solely responsible for the use of the Services and its internal management of the jewellery business development process, for each Sample, Product or Supplier search the User undertakes and any Opening advertised by the User through the Website.
- 4.5. The User acknowledges that Atelier does not have any control of and therefore can not reasonably accept any liability in respect of the behaviour, response or actions of other Users. Atelier does not warrant, represent or guarantee that the User will be able to fill the Opening using the Services.
- 4.6. The User shall at all times keep all information including without limitation, the Customer or Suppliers' Profiles, communication and correspondences between the User, Atelier and other Users, and all information relating to Customers or Suppliers and the business development secure and confidential.
- 4.7. The Services shall be personal to the User organisation and the User has no right whatsoever to resell the Services to any third party for any reason without the express written approval of Atelier.
- 4.8. The User acknowledges and agrees that it is the User's responsibility to ensure it enters into any necessary contractual arrangements with Suppliers (whether for temporary, casual, contract or permanent engagement). The terms of engagement and any contractual arrangements shall be negotiated and agreed directly between Users. In the event there is a dispute between Users and any Customer or Supplier (whether it relates to trading dispute, the contractual arrangements between the parties or otherwise) – collectively, a "Dispute" - the User agrees Atelier is not liable for any loss or damage suffered by the User resulting from any such Dispute and the User hereby releases and holds harmless Atelier from any such loss or damage or any liability in relation to any Dispute.
- 4.9. The User hereby indemnifies Atelier against all losses, liabilities, costs and expenses (including but not limited to legal costs) suffered or incurred by Atelier which arise directly or indirectly from any Dispute, or any breach by the User of clause 4.3.

5. Fees

- 5.1. There is currently no fee to access the Website and Services.
- 5.2. We reserve the right to introduce payment for these primary Services at any time.
- 5.3. We may from time to time introduce additional optional Services that registered Users can opt into. We will always ask you for confirmation and payment method before allowing you to engage with these Services. These optional services will never in anyway condition, hinder or detract from the primary Services provided free of charge.

- 5.4. Payment for the optional Service(s) will take place via a third party billing platform. We do not keep or store any of your payment details. You will receive an invoice from Atelier Technology Ltd in respect of your payments.
- 5.5. All Fees are exclusive of VAT and all other taxes or duties, and are non-refundable for any reason whatsoever.
- 5.6. Atelier may offer Users the option to purchase additional products and services that are supplied by third parties as set out on the Website. Use of such products by the User shall be governed by the relevant third party's terms and conditions, a copy of which shall be available from the Website. The Users shall comply with such third party's terms and conditions.

6. Termination

- 6.1. You may terminate your use of this site at any time by emailing administration@atelier.technology with a request to terminate registration.
- 6.2. You will not be entitled to a refund for any fees owed for Services opted into prior to termination, although you will not be charged beyond the month of termination.
- 6.3. Atelier shall be entitled to suspend and/or terminate the User's access and use of the Website and/or the Services:
- 6.3.1. if Atelier's network providers and suppliers cease providing Atelier with their services; or
 - 6.3.2. if Atelier has reason to believe that the User has breached any of the provisions of these Terms.
- 6.4. Upon termination of the User's Contract in accordance with this clause 6, the User may no longer access or use the Services and the Website.

7. Warranties

- 7.1. The User hereby warrants that (a) the User has the right and capacity to enter into and be bound by these Terms; and (b) the User shall comply with all applicable laws regarding the User's use of the Services and the Website; and (c) the User agrees to abide by the rules and reasonable directions of Atelier relating to the Website as may be provided by Atelier from time-to-time.
- 7.2. Atelier relies on other service providers (such as network provider, data centres, telecommunication providers) to make the Services and the Website available to the User. Whilst Atelier takes all reasonable steps available to it to provide the User with a good level of service, Atelier does not guarantee that such service shall be fault free or uninterrupted at all times. Atelier therefore shall not be liable in any way for any losses the User may suffer as a result of delays or failures of the Services and Website as a result of Atelier's service providers.
- 7.3. Except as expressly set out herein, to the maximum extent permitted by law, Atelier expressly excludes all representations, warranties, obligations and liabilities in connection with the Services and the Website, including but not limited to the warranties of merchantability, non-infringement of intellectual property, accuracy, completeness, fitness for a particular purpose, and any warranties arising by statute or otherwise in law

or from course of dealing, course of performance, or use of trade are hereby excluded and disclaimed.

7.4. Atelier may display or provide links or other interaction with third party websites and third party advertising banners on the Website ("Third Party Websites"). In particular, the Services may also provide the User with the opportunity to connect and publish Openings and other User Information through Third Party Websites and other third party services such as social and business networking sites. Use of any such Third Party Websites and services shall be at the risk of the User and subject to the terms and conditions of the Third Party Website provider.

8. Limitation of liability

8.1. Subject to clauses 8.2 and 8.3, the maximum aggregate liability of Atelier (including its respective agents, sub-contractors or representatives) under, arising from or in connection with the provision of the Services and/or these Terms, whether arising in contract, tort (including negligence) or otherwise, shall not exceed a sum equivalent to the total Fees received by Atelier for a period of twelve (12) months preceding the event giving rise to liability.

8.2. To the extent permitted by law, Atelier expressly excludes:

8.2.1. all conditions, warranties and other terms whether expressed or which might otherwise be implied by statute or common law;

8.2.2. any liability for indirect or consequential loss which are losses incurred as a side effect of the main loss or damage;

8.2.3. loss of profit;

8.2.4. loss of income or revenue;

8.2.5. loss of business or contracts;

8.2.6. loss of data;

8.2.7. loss of goodwill and reputation;

8.2.8. loss of expectation;

8.2.9. loss of opportunity; or

8.2.10. loss arising out of or in connection with wasted management or office time;

8.2.11. arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to the User's tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

8.3. Nothing in these Terms shall serve to limit or exclude Atelier's liability for death or personal injury resulting from Atelier's negligence or any liability for fraudulent misrepresentation.

9. Intellectual property rights

- 9.1. Atelier and its licensors own all rights in the intellectual property rights relating to the Services and the Website, including but not limited to all software forming part of the Website ("Software"). Those works are protected by copyright laws and treaties around the world. Nothing in this Agreement will serve to transfer from Atelier to the User any of the Software or Website, and all right, title and interest in and to the Software and the Website will remain exclusively with Atelier and/or Atelier's licensors. All rights in and to the Software and the Website not expressly granted to the User are reserved by Atelier and the relevant third party licensors.
- 9.2. The User may print off one copy and may download extracts of any pages from the Website solely for use by the User; and the User may draw the attention of other Users to Submissions or materials posted on the Website. The User must not use any part of the submissions of other users and all materials on the Website for any purpose other than accessing the Website or obtaining a benefit from the Services in accordance with these Terms.
- 9.3. The User shall not, and shall procure that Collaborators shall not: (i) modify, translate, create or attempt to create derivative copies of or copy the Software or the Website in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Software or the Website to source code form; (iii) distribute, sub-licence, assign, share, timeshare, sell, rent, lease, transmit, grant a security interest in or otherwise transfer the Software or the Website or the User's right to use the Software or the Website.
- 9.4. The User warrants that the User owns or has the right or licence to use the intellectual property rights in the User Information, the Openings, all Samples, all Products, all information and materials provided by the User to Atelier.
- 9.5. If Atelier are notified that you have published infringing material on your store, Atelier reserve the right to remove such material without any notice to you, and take any further action that Atelier may deem necessary to protect ourselves from any and all proceedings being brought against us by third parties.
- 9.6. The User agrees that any "Logo" (meaning User identifying text, mark or other recognisable graphic symbol) that you publish to your Profile may be used from time-to-time by Atelier for the online promotion of the Website and Services, exclusively on the Website homepage.
- 9.7. The User hereby grants Atelier, a perpetual, sub-licensable, worldwide, royalty-free licence to publish and make available on the Website the User "Public Information" (meaning information that the User has uploaded, and then taken definitive action to make public, such as a design request or a sample upload), Openings and all other information and material provided by the User to Atelier in respect of the Services, for the purpose of providing the Services to the User.
- 9.8. Atelier undertake to make all reasonable efforts to update the information on the Website and provide accurate information such as commodity or currency pricing, Atelier make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date. Users are advised to verify the information provided directly with one another before transacting.
- 9.9. The User hereby indemnifies Atelier against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of any infringement of any intellectual property right by the use or possession of the User

Information, Openings, and all other information and material provided by the User to Atelier.

10. Data: protection & privacy policy

- 10.1. The User and Atelier shall comply with the Data Protection Act 1998 and all other successor legislation and regulation in the performance of the obligations set out under these Terms.
- 10.2. Atelier processes personal data (as such term is defined in the Data Protection Act 1998) which it collects in the course of providing the services in accordance with its standard Privacy Policy which is accessible on the Website.
- 10.3. For personal data which is processed by Atelier on the User's behalf as part of the Services, Atelier will act strictly in accordance with the User's instructions by following such processing and security obligations as are contained in these Terms. The User confirms that it is solely responsible for ensuring that any such processing and security obligations comply with all applicable data protection law and legislation. The User hereby indemnifies Atelier against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of the User's failure to comply with this clause 10.

11. Data: Collection

- 11.1. Atelier commit to protect Users' sample, product, order & any other company data using the best available industry standard encryption to protect your business critical data.
- 11.2. By using the Website the User agrees to Atelier collecting data about your company's trading relationships, behaviour and connections.
- 11.3. Depending on which Services you use, Atelier collect different kinds of information from or about you. Atelier collect the content and other information you provide when you use our Services, including when you sign up for an account, create or share, and message or communicate with others. This can include information in or about the content you provide, such as the type of product you are designing or the date a file was created, or the price quoted. Atelier also collect information about how you use our Services, such as the types of content you view or engage with or the frequency and duration of your activities.
- 11.4. Atelier also collect content and information that other people provide when they use our Services, including information about you or your company, such as when they send a message to you, or when they respond to a price negotiation or design request.
- 11.5. Atelier collect information about the people and companies you are connected to and how you interact with them, such as the people you communicate with the most or the companies you trade most frequently with.
- 11.6. Atelier collect information from or about the computers, phones, or other devices where you install or access our Services. Atelier may associate the information Atelier collect from your different devices, which helps us provide consistent Services across your devices. Here are some examples of the device information Atelier collect: Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers; Device locations, including specific geographic locations, such as through GPS, Bluetooth, or

WiFi signals; Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.

11.7. Atelier receive information about you and your activities on and off The Website from third-party partners, such as information from a partner when Atelier jointly offer services or from an advertiser about your experiences or interactions with them.

12. Data: Use

12.1. Atelier provide a free of charge service to create more efficient ways for jewellery companies to work together. Atelier use all of the information we collect to help us provide and support and improve our Services:

12.1.1. Atelier are able to deliver our Services, personalise content, and make suggestions for Users by using this information to understand how Users interact with our Services and the people or companies you're connected to and interested in on our Services.

12.1.2. Atelier also use information collected to provide shortcuts and suggestions to Users. For example, we are able to suggest that if you like Product A you may also like Product B.

12.1.3. Atelier conduct surveys and research, test features in development, and analyse the information collected to evaluate and improve products and services, develop new products or features, and conduct audits and troubleshooting activities.

12.1.4. Atelier use User information to send Users relevant marketing communications, communicate with Users about our Services and let Users know about Atelier policies and terms. Atelier also use User information to respond to Users when contacted by Users.

12.1.5. Atelier use the information collected to improve our advertising and measurement systems in order to serve Users relevant adverts on and off our Services and measure the effectiveness and reach of adverts and services.

12.1.6. Atelier use the information collected to help verify accounts and activity, and to promote safety and security on and off of our Services, such as by investigating suspicious activity or violations of our terms or policies. Atelier work hard to protect your account using teams of engineers, automated systems, and advanced technology such as encryption.

12.1.7. Atelier use cookies and similar technologies to provide and support our Services and each of the uses outlined and described in this section of our policy. Read our Cookie Policy to learn more.

12.1.8. People and companies use our Services to connect and work with others. Atelier make this possible by sharing User information in the following ways: When Users share and communicate using our Services, Users choose the audience who can see what you share. For example, when you post a new design, you select the Suppliers you invite to the job, which could be a restricted selection or the entire network depending on your choice. Similarly, when you send messages you also choose the people you send photos to or message.

12.1.9. Public information is any information you share with a public audience, as well as information in your Public Profile. This information will be visible to all

registered users of different Classes, but not companies of your same class –i.e. your competition.

- 12.1.10.If the ownership or control of all or part of our Services or their assets changes, Atelier may transfer your information to the new owner.
- 12.1.11.Atelier work with third party companies who help us provide and improve our Services or who use advertising or related products, which makes it possible to operate our company and provide free services to jewellery companies around the world. Atelier may from time to time need to share User data with Advertising, Measurement and Analytics Services (non-identifiable information only).
- 12.1.12.Atelier want our advertising to be as relevant and interesting as the other information you find on our Services. With this in mind, we use all of the information collected about you and/or your company to show you relevant adverts. Atelier do not share information that identifies Users (identifiable information is information like company name or email address that can by itself be used to contact you or identifies who you are) with advertising, measurement or analytics partners. Atelier may provide these partners with information about the reach and effectiveness of their advertising without providing information that personally identifies you, or if we have aggregated the information so that it does not personally identify you. For example, we may tell an advertiser how its advert performed, or how many people viewed their advert(s) or installed an app after seeing an advert, or provide non-personally identifying demographic information (such as jewellery buyer, in New York, who works for a retailer with 200 stores) to these partners to help them understand their audience or Customers, but only after the advertiser has agreed to abide by our advertiser guidelines.
- 12.1.13.Atelier transfer information to vendors, service providers, and other partners who globally support our business, such as providing technical infrastructure services, analysing how our Services are used, measuring the effectiveness of adverts and services, providing customer service, facilitating payments, or conducting academic research and surveys. These partners must adhere to strict confidentiality obligations in a way that is consistent with this Data Policy and the agreements we enter into with them.
- 12.1.14.Atelier store data for as long as it is necessary to provide products and services to you and others, including those described above. Information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide products and services.
- 12.1.15.Users can delete your account any time. When you delete your account, Atelier delete all associated information with your account. If you do not want to delete your account, but want to temporarily stop using the Website, you may deactivate your account instead. To learn more about deactivating or deleting your account, please email administration@atelier.technology.
- 12.1.16.Atelier may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have a good faith belief that the law requires us to do so. This may include responding to legal requests from jurisdictions outside of the United Kingdom where we have a just cause to believe that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognised standards. Atelier may also access, preserve and share information when we

have just cause to believe it is necessary to: detect, prevent and address fraud and other illegal activity; to protect ourselves, you and others, including as part of investigations; or to prevent death or imminent bodily harm. For example, we may provide information to third-party partners about the reliability of your account to prevent fraud and abuse on and off of our Services. Information we receive about you, including financial transaction data related to purchases made on The Website, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm. Atelier also may retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other violations of our terms.

12.1.17. Atelier will notify you before we make changes to this policy and give you the opportunity to review and comment on the revised policy before continuing to use our Services.

13. The Service

13.1. When you create your account, you will be provided with access to our network of registered companies, and operational software to help you better interact with trading partners.

13.2. You may also, from time to time, wish to invite colleagues to join our Service, you can do so by following the link on your navigation panel.

13.3. If you are a manufacturer, brand or trading company, items loaded onto your account will be publicly available to purchasing companies via our search engine. Other companies of a similar "Class" (meaning a category assigned to a User company, which are; (A) component manufacturers selling component parts (B) finished goods manufacturers selling finished jewellery (C) trading companies buying and selling jewellery to other businesses (D) brands manufacturing, buying and selling finished jewellery to retailers and direct to consumer (E) retailers buying branded jewellery and finished jewellery, selling only direct to consumer) cannot see your items. Only users from companies in subsequent (meaning alphabetical order) Classes can view your items. Users will be able to decide which items are made public before uploading items, and Users have the ability to restrict access completely via the Manage Account link in your navigation panel (administration users only). Please contact us at administration@atelier.technology for our full InfoSec policy or in the event you require any other clarification on how we protect your business critical data.

13.4. If you are a retailer company, you will be able to search our network for items of jewellery or jewellery accessories. Atelier provides no guarantee that these items will be delivered as advertised, by using our service you agree to indemnify Atelier against future liabilities that may arise from misrepresentation of an item on The Website. See Limit of Liability section for further details.

13.5. All users should protect their login and security details with the utmost care. Do not use passwords that would be easy to guess for your competition. Industry best practice is a long continuous phrase such as "mynewlongandverydifficulttobreakpassword". Atelier Technology Ltd is not liable for any misuse of your data or contacts in the event your login and security details are compromised. See Limit of Liability section for further details.

14. General

- 14.1.If Atelier fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled to under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve the User from compliance with such obligations. No waiver by Atelier of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to the User in writing.
- 14.2.All notification and communication to Atelier should be sent to the contact details made available to the User on the Website.
- 14.3.If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 14.4.These Terms represent the entire agreement between the User and Atelier in respect of the User's use of the Website and shall supersede any prior agreement, understanding or arrangement, whether oral or in writing.
- 14.5.The User acknowledges that in entering into these Terms, the User has not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the Internet or in negotiation between the parties except as expressly set out in these Terms.
- 14.6.Atelier reserves the right to modify these Terms at any time. Any changes Atelier may make to this document in the future will be notified and made available to the User using the Website.
- 14.7.These Terms shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of English courts.