

REQUEST FORM DATA FEEDS

1. Applicant details:

Debtor number : _____
Company name : _____
Contact person : _____
Address : _____
City : _____
Phone number : _____

2. Hereby I request PF Concept to activate the following data feeds:

☐ **Price feed** XML / JSON*

☐ **Print price feed** XML / JSON*

☐ **Stock feed**** XML / JSON*

Approval PF Concept:

Date

Signature

*cross out what does not apply.

** Make sure you check if activation of a stock feed is really necessary. In case you are using a webshop provider this is often not necessary. In addition this activation also requires approval from the PF Concept country manager.

3. Agreement:

By signing this request form I declare to agree with the accompanying conditions of use.

Date

Signature

CONDITIONS OF USE FOR THE DATA FEEDS

Applicability and structure

1. PF Concept International Coöperatief U.A., having its registered office at Kabelweg 1, 2371 DX in Roelofarendsveen ("**PF Concept**") makes one or more data feeds available to you (the "**Customer**"), which are used by PF Concept in order to give the Connected Party access to relevant information about its products, e.g. prices, stock, sizes, as well as direct links to this information (the "**Feeds**"). These Conditions of Use (the "**Conditions of Use**") are applicable to each visit to and use of the Feeds.

Use of the Feeds

2. Customer may only use the Feeds in order to obtain relevant information about PF Concept's products, in connection with the sale of these products.
3. In addition to these Conditions of Use, Customer shall comply with the usage guidelines, limitations of use, and instructions issued by PF Concept.
4. Customer shall at all times use the most recent information from the Feeds when using the Feeds to offer the PF Concept products to customers via the internet.
5. Customer may not request Feeds disproportionately often if this would result in the data feeds that are offered by PF Concept to its customers becoming inaccessible or hard to access.

Completeness, accuracy and currency of the Feeds

6. PF Concept makes the Feeds available to Customer in their current state ("*as is*"), without any guarantees.
7. Information provided by PF Concept via the Feeds is solely intended as general information and does not constitute advice or an offer. PF Concept uses all due care when compiling the information it provides via the Feeds and updates it regularly. The information or part of it may nonetheless be incomplete, inaccurate, or not or no longer current. PF Concept consequently expressly does not guarantee that the information it provides via the Feeds is complete, accurate and current at all times. If in doubt, Customer should contact PF Concept in order to verify this.
8. PF Concept does not warrant that the use of the Feeds does not infringe any third-party intellectual property rights or is not unlawful towards third parties in other respects.

Changes in the Feeds

9. PF Concept reserves the right to adapt the Feeds, including the URL, the structure and the content, at its own discretion. PF Concept shall notify Customer at least two weeks before making any changes therein. PF Concept does not compensate the costs, if any, incurred by Customer or a third party as a result of these changes.

Availability of the Feeds

10. PF Concept does not guarantee that the Feeds are available at all times. It may happen that (part of) the Feeds are temporarily unavailable, for instance due to technical maintenance, technical faults, or a DDoS attack. PF Concept shall notify Customer in advance by email of any scheduled technical maintenance as a result of which (part of) the Feeds will be temporarily unavailable. If the Feeds are temporarily unavailable for other reasons, customer shall be informed of this by PF Concept by email within a reasonable period of time as well.

Confidentiality and security

11. Customer is not allowed to disclose information of which the nature or the circumstances indicate that it is confidential, including at any event the URL of the Feeds and information in the Feeds about prices and stock ("**Confidential Information**"), to third parties without the prior written consent of PF Concept.
12. Customer shall only disclose Confidential Information to its employees and third parties hired by Customer if and to the extent that this is necessary for the performance of the Agreement. This duty of confidentiality does not apply where (i) disclosure is required by law, or (ii) the information is already in the public domain without the duty of confidentiality having been breached. The fact that a Feed is offered via the internet without an access code does not indicate that it is in the public domain.
13. Customer shall take all necessary technical and organisational security measures to prevent third parties gaining access to the Confidential Information.
14. Customer shall promptly notify PF Concept if a third party is suspected of gaining, or has actually gained, access to Confidential Information in breach of these Conditions of Use.
15. Where Customer uses the services of a webshop provider in connection with its webshop, it may disclose the URL of the Feeds to this provider, but solely if and to the extent necessary to enable a link between the webshop and the Feeds. In that case, Customer may only make these Feeds available to the webshop provider subject to the following conditions:
 - a. The webshop provider may only use the Confidential Information in order to enable a link between the webshop and the Feeds;
 - b. The webshop provider may not disclose the Confidential Information to third parties;
 - c. The webshop provider shall take all necessary technical and organisational security measures to prevent third parties from gaining access to the Confidential Information;
 - d. The webshop provider shall promptly notify PF Concept if a third party is suspected of gaining, or has actually gained, access to Confidential Information in breach of these Conditions of Use.

Customer warrants to PF Concept that the webshop provider shall comply with these conditions.

16. Customer may not retrieve, or try and reconstruct or to gain access to the URLs of XML feeds offered by PF Concept to other customers via the internet.

Intellectual property rights

17. All intellectual property rights to the Feeds are owned by PF Concept and its licensors. PF Concept grants Customer for the duration of the Agreement a non-transferable, non-exclusive, and non-sublicensable licence to use the Feeds to the extent explicitly permitted in these Conditions of Use. Any other use of the Feeds requires the prior written consent of PF Concept.
18. Customer may not use the trade names or trade mark rights of PF Concept, its group companies, or its licensors without the express prior written consent of PF Concept.

Termination of the Feeds

19. If PF Concept suspects that Customer acts in breach of the Conditions of Use, including Article 4 (Update obligation), Article 5 (DDoS prohibition), Articles 12 through 16 (Confidentiality and security), Article 18 (Intellectual property rights), PF Concept shall be allowed to take all necessary measures, including to immediately discontinue supplying the Feeds to Customer. This right is without prejudice to any other rights PF Concept may have under an agreement or otherwise.
20. PF Concept may decide to discontinue offering XML feeds to customers, including the Feeds to Customer, at any time, without giving reasons. PF Concept shall notify Customer thereof at least two weeks before doing so.
21. If PF Concept decides to discontinue offering the Feeds, regardless of the reason, it shall in no event owe Customer any compensation in connection with this.

Liability

22. PF Concept shall not be liable for any damages resulting from the use (or inability to make use) of the Feeds. Among other things, it rejects all liability if it has failed to notify Customer, in accordance with these Conditions of Use, of any change in or of the non-availability or discontinuation of the Feeds. This exclusion of liability does not apply to the extent that any damage is caused by any wilful misconduct or gross negligence on the part of PF Concept.
23. Customer agrees to fully indemnify PF Concept against any and all third-party claims, including from webshop providers, due to damage caused by using the Feeds.

Miscellaneous

24. These Conditions of Use are governed by and shall be interpreted in accordance with Dutch law. Any disputes between Customer and PF Concept shall be exclusively submitted to the competent court in the district of Amsterdam.
25. If any provision of these Conditions of Use is null and void or is nullified, the other provisions of these Conditions of Use shall remain in full force and effect, and PF Concept and Customer shall enter into consultation in order to agree new provisions to replace the void or nullified provision(s), as the case may be, with the tenor of the void or nullified provision being taken into consideration as much as possible.

PF Concept International Coöperatief U.A.