

# Terms of Use

## 1. Introduction

These Terms of Use govern access to and use of the platform or software-as-a-service available via the login page (**SaaS**).

The SaaS is owned and operated by dunnhumby Limited (company number 02388853), registered office: 184 Shepherds Bush Road, London W6 7NL (**dunnhumby**).

## 2. Definitions

In these Terms of Use:

- **User** means an individual who uses the SaaS.
- **SaaS Outputs** means data points, reports, analyses, and deliverables generated or obtained through access to or use of SaaS.

## 3. Acceptance of these Terms of Use

These Terms of Use are between the User and dunnhumby. By clicking “Accept and continue” on the login page, the User confirms that:

- Their access to and use of the SaaS is authorised by a client of a dunnhumby group member (**Client**) under a contract between the Client and the relevant dunnhumby group member (**Client Contract**).
- The SaaS is provided to the Client under the Client Contract, not to the User personally, and the User accesses it only as an authorised user of that Client.
- The User agrees to these Terms of Use.

If the User cannot confirm the above, they should not complete the login process or access the SaaS.

## 4. Updates to these Terms of Use

dunnhumby may update these Terms of Use at any time by posting the updated version on the SaaS or via the login page. Updated Terms of Use apply from the date they are posted.

## 5. Login credentials

The User must use their own assigned ID and password to access the SaaS. The User must keep these secure and not share them with anyone else.

## 6. Acceptable use

The User must use the SaaS in accordance with (i) these Terms of Use, (ii) the Client Contract, (iii) the Acceptable Use Policy in the Annex to these Terms of Use, and (iv) all reasonable instructions from dunnhumby from time to time.

dunnhumby may suspend the User’s access to the SaaS without notice if the User breaches these Terms of Use. Access may also be affected if the Client’s rights to use the SaaS are suspended or terminated under the Client Contract.

## 7. Intellectual Property

All intellectual property rights in the SaaS and SaaS Outputs are owned by dunnhumby or its licensors.

## 8. Disclaimer

To the maximum extent permitted by applicable law, dunnhumby and dunnhumby group members provide the SaaS and SaaS Outputs to the User on an “as is” and “as available” basis and do not give any warranties, undertakings or guarantees or make any representations to the User in relation to them.

To the maximum extent permitted by applicable law, dunnhumby and dunnhumby group members group have no liability to the User for any loss, damage or claim arising out of or in connection with the SaaS or the SaaS Outputs, or the User’s access to, use of, reliance on, or inability to use them.

This Disclaimer does not limit any rights or remedies the Client may have under the Client Contract.

## 9. Governing law and disputes

These Terms of Use and all contractual and non-contractual disputes or claims arising out of or connected with them (**Disputes**) shall be governed exclusively by the laws of England and Wales, without regard to conflict of law principles. The courts of England shall have exclusive jurisdiction over all Disputes.

## Annex: Acceptable Use Policy

1. The User must not access or use the SaaS in any way that is unlawful, fraudulent, infringing, harmful, offensive, discriminatory, defamatory or in bad faith, including:

- a) for any unlawful purpose or to assist in any unlawful activity, such as processing any unlawful material or communications;
- b) (b) to transmit deceptive or misleading information or materials for any purpose which is likely to deceive or mislead another person;
- c) (c) to advance any type of financial scam;
- d) (d) to distribute invasive or unsolicited advertising, promotions or spam (**Spam**) or to use a third party's site or services to send Spam in relation to dunnhumby's or dunnhumby's suppliers' or customers' services or network;
- e) (e) to transmit obscene, inappropriate, offensive, abusive or threatening information or to assist or encourage such activity or purpose;
- f) (f) to invade or violate the privacy rights of any person including by unlawful processing of personal data or unlawfully harvesting or collecting information about any person;
- g) (g) to infringe or encourage the infringement of dunnhumby's rights or the rights of another person, including violation of any IPRs; and
- h) (h) for any activities that dunnhumby determines to be harmful to dunnhumby group members, retailers, other users of SaaS, dunnhumby business partners, dunnhumby service providers and the reputation or goodwill of any of them.

2. The User must not use the SaaS to violate or otherwise compromise the security or integrity of the SaaS or any other dunnhumby services, including:

- a) attempting to access or use log-in credentials or an account without permission;
- b) attempting to breach any security or authentication measures used by any system or account, such as by trying to circumvent passwords;
- c) attempting to probe, scan, or test any part of any system or network used by dunnhumby to identify vulnerabilities, limitations or evade filtering capabilities;
- d) modifying or interfering with any part of the SaaS or other dunnhumby services, such as disabling any part or interfering with the reliability of any part of the operations of dunnhumby or any third party;
- e) decompiling, reverse engineering or disassembling the SaaS or attempting to do so;
- f) any act or omission which has the potential to negatively impact dunnhumby's operations or any other person's business including complaints or retaliation, such as being the target of a denial of service attack (DoS);
- g) to distribute viruses, worms, Trojan horses, malware, corrupted files or other harmful components, materials or code, including where the same would be harmful to other users or third parties;
- h) using any part of the SaaS or other dunnhumby services for the purposes of unlawful or fraudulent collection of any data or information including personal data, financial data or authentication credentials (phishing);
- i) impairing or interfering with the SaaS or other dunnhumby services as provided to or accessed by any other person, host, or network, such as by means of probing, scanning, testing, overloading, mailbombing, flooding, crashing or denial of service attack (DoS) attacks;
- j) forging any TCP/IP packet header or any part of the header information in an email or newsgroup posting or falsifying any protocol;
- k) for any high-risk use where failure or fault could lead to death or serious bodily injury of any person, or to severe physical or environmental damage;
- l) not taking any action which may directly or indirectly result in dunnhumby's or another person's IP space being listed in an abuse database;
- m) interfering with any billing mechanism which tracks use of the virtual machine and the software hosted and operated by the virtual machine; and
- n) using bots or automation to run bulk reports or generate bulk SaaS Outputs.