Terms of Service

invtri, a trade name of Ruposhi Global Limited · Company No. 14162541 · VAT GB452154219

Version 13 November 2026 (2026-11-13). This is the current version.

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These Terms of Service consist of five parts: Part A (Website Terms), Part B (Perpetual Software Licence Terms), Part C (Managed Service Terms, for the Seller Growth Programme), Part D (Platform Trial Terms), and Part E (invtri Supply Terms). By using this website, purchasing a licence, purchasing managed services, requesting a trial, or connecting or ordering through invtri Supply, you agree to the applicable parts of these Terms.

Part A — Website Terms of Use

A1. About invtri

invtri is a trade name of **Ruposhi Global Limited**, a company registered in England and Wales under company number **14162541**. Registered address: Iveco House, The Junction, Station Road, Watford, WD17 1ET ("we", "us", "our", "the Licensor", "the Service Provider").

invtri is a multichannel e-commerce listing platform (the "Software") designed to help businesses automate product listings, synchronise inventory, manage pricing, track orders, and connect supplier feeds across multiple sales channels.

A2. Use of This Website

By accessing invtri.com (this "Website"), you agree to these Terms of Service. If you do not agree, please do not use this Website. This Website is provided for informational purposes and to facilitate purchases of our Software and services.

We may update these Terms at any time by posting the revised version on this page. Material changes will be indicated by updating the "Last updated" date. Your continued use of the Website after any changes constitutes your acceptance of the revised Terms.

This clause A2 applies to use of this Website. Changes to a licence or service you have bought are governed by clause G7.

A3. Business Use

The Software and services offered through this Website are intended for business use only. By purchasing a licence, managed services, or requesting a trial, you warrant and represent that you are acting in the course of your business and not as a consumer within the meaning of the Consumer Rights Act 2015. If you are a sole trader, partnership, or unincorporated entity, you confirm that the Software is being acquired for business purposes and not for personal, domestic, or household use.

As you are not a consumer, you agree that regulations 9(1), 9(2) and 11(1) of the Electronic Commerce (EC Directive) Regulations 2002 do not apply. These Terms are available to print or save at invtri.com/terms, and the version you accept is recorded with your order.

A4. Relationship Between These Terms and Formal Agreements

Where a formal Perpetual Software Licence Agreement or Managed Service Agreement has been executed between the parties, the terms of that signed agreement shall prevail over these Terms of Service to the extent of any inconsistency. Where no formal agreement has been executed (for example, where the purchase is made through the online checkout), these Terms of Service constitute the binding agreement between the parties.

Part B — Perpetual Software Licence Terms

These terms apply when you purchase a licence for the invtri platform, whether through the online checkout or by separate agreement.

B1. Licensing Model

invtri is offered under a **perpetual software licence** with managed hosting. You pay a one-off licence fee for the perpetual right to use the Software. We host, maintain, and operate the platform on our managed infrastructure on your behalf. A separate recurring monthly hosting fee covers hosting, platform updates, and security patches.

The licence fee and the hosting fee are separate charges. The licence fee pays for the perpetual right to use the Software. The hosting fee pays for the ongoing hosted environment through which the Software is delivered.

B2. Licence Grant

Subject to payment of the licence fee in full (or the first instalment, where instalment payments have been agreed), we grant you a **non-exclusive, non-transferable, non-sublicensable, revocable** licence to access and use the Software for your internal business purposes via our hosted platform.

The licence is perpetual: it does not expire, and it continues for as long as you comply with these Terms. If hosting stops, your access is paused but the licence does not end (clause B5). **It does not mean the licence is irrevocable or unconditional.**

The licence is limited to the number of authorised users specified in your order and does not extend to any affiliate, subsidiary, parent company, or third party unless expressly agreed in writing. An authorised user is an individual employee or contractor of your business whom you allow to use the Software for your business. Each authorised user must have their own login, which must not be shared with or used by anyone else.

The licence is a right of remote access to the hosted Software only. You have no right to receive any copy of the Software in object code or source code form, nor to install, deploy, or host the Software on your own or any third party's systems.

B3. Licence Fee and Payment

The licence fee is a one-off payment, payable in full before activation of your licence key, unless instalment payments have been agreed under clause B4. No access to the Software shall be provided until the required payment has been received and cleared.

The licence fee is non-refundable. Once the licence key has been activated, no refund, credit, pro-rata reimbursement, or set-off shall be payable under any circumstances, including termination, dissatisfaction, change of business circumstances, or cessation of your business, except as expressly provided in clause B14 (limited performance warranty).

Fees in GBP are stated inclusive of Value Added Tax (VAT) at the prevailing UK rate. Fees in USD and EUR are stated before tax; any tax due is calculated at payment from your billing address and shown before you pay. The VAT amount, if any, will be itemised on invoices.

If you provide a VAT number to apply the reverse charge, you confirm it is valid and belongs to you; if it is not, we may invoice you for the VAT. If you are outside the UK, you are responsible for any local taxes, duties or withholding.

Late payments may incur interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until actual payment, together with any fixed sum and reasonable costs recoverable under that Act.

B3A. Order Acceptance and Price Errors

(a) Your order is an offer to buy. A contract is formed when we send you an order confirmation by email after your payment has been received.

(b) We may decline an order before activation, in which case we will refund any amount paid.

(c) If a price or description shown at checkout is obviously wrong, we are not bound by it: we may cancel the order and refund you in full before activation, or offer you the correct price.

(d) Your licence allocations (SKU capacity, channels, add-ons, supplier profiles, users and other limits) are those stated in your order confirmation. Later changes to our packages or prices do not change your order.

B3B. Partner Offers

(a) Discounts and partner-only packages offered through a partner (such as A1TechDeals) are available only to genuine sellers of that partner who enter a valid code.

(b) We may verify your eligibility with the partner, sharing your seller email address and order reference for that purpose.

(c) If you are not eligible, we may cancel the order before activation with a full refund, or invoice you the difference between the price you paid and the standard price.

(d) Partner offers cannot be combined with any other offer.

B3C. Your Business Location and Tax

(a) Online orders are available to businesses (including sole traders) established in the United Kingdom, to VAT-registered businesses established in the European Union, to businesses established in the United States, and to businesses established in the other countries listed at checkout. Businesses established elsewhere may contact us for a quotation.

(b) The currency and tax treatment of your order are set by the country where your business is established: UK orders

are priced in GBP including UK VAT; EU orders are priced in EUR before tax and are supplied under the reverse charge, which requires a valid EU VAT number; US orders and orders from the other countries listed at checkout are priced in USD before tax. Tax is calculated by our payment provider from the billing address you enter at payment and is added where it applies. If your business is outside the United Kingdom, you are responsible for any tax due in your own country on your order.

(c) You must give accurate business details, including your business name, address, telephone number and, where required, VAT number. We may check them against your billing details, your payment card and official VAT registers, and we may hold activation of your licence while we do so.

(d) If any detail is inaccurate, we may cancel the order and refund you before activation, or invoice you for any difference in price or tax, including any VAT we become liable to pay.

B3D. Promotional Codes

(a) A promotional code gives the discount shown at checkout and in your order confirmation, on the items stated there. It never applies to hosting fees.

(b) Only one code can be used per order. A code cannot be combined with a partner offer or any other offer.

(c) A code may have conditions, such as an end date, a limit on the number of uses, one use per customer, or the packages and currencies it applies to. We may change or withdraw a code at any time before an order is placed; this does not affect orders already placed.

(d) Codes have no cash value and cannot be applied after an order is placed.

(e) A code offered after you buy does not entitle you to a refund or a price adjustment (see B6).

(f) If a code was used when its conditions were not met, we may cancel the order before activation with a full refund, or invoice you the difference between the price you paid and the standard price.

B4. Instalment Payments

Where we have agreed to accept payment of the licence fee in instalments (including via iwocaPay or other financing arrangement), the following additional terms apply:

(a) The licence key may be activated upon receipt of the first instalment, on the express condition that the licence remains **provisional** until the full licence fee has been received and cleared.

(b) If any instalment payment is not received by its due date, we may immediately suspend your access to the Software without notice. If payment is not received within seven (7) days of the due date, we may terminate this agreement with immediate effect and permanently revoke the licence key.

(c) Upon termination for non-payment of instalments, no refund of any instalment already paid shall be due.

(d) Time of payment is of the essence for all instalment payments.

(e) Where you pay through iwocaPay, iwoca Ltd pays us the full amount and your repayments are owed to iwoca under your agreement with them. If iwoca reverses, withholds or recovers any payment made to us, the amount becomes immediately due from you and paragraphs (b) to (d) apply.

B5. Hosting Fee

The hosting fee is payable monthly in advance at the rate applicable to your licence tier. If the hosting fee is not received within fourteen (14) days of the due date, we may suspend your access to the Software until payment is received in full. If the hosting fee remains unpaid for more than thirty (30) days after the due date, or you ask us to stop hosting, hosting ends and your access is paused. This does not end your licence. We keep your data for ninety (90) days after hosting ends, and our support team will send you a copy on request during that time. After ninety (90) days we securely delete it. If you restart hosting within ninety (90) days, you continue where you left off; after that, you can re-import your data.

Annual adjustment: The hosting fee is adjusted automatically on 1 April each year by the percentage increase in the UK Consumer Prices Index (all items) published by the Office for National Statistics, or by 3%, whichever is higher. If the ONS stops publishing this index, we will use the official index that most closely replaces it.

Cost adjustment: We may also increase the hosting fee on not less than sixty (60) days' written notice if the costs of providing the hosted service increase, including hosting, cloud and data centre charges; data storage and transfer; third-party software, data and API charges; energy; exchange rate changes; and new or increased taxes, duties or levies. The increase will be no more than is reasonably needed to cover the higher costs. Our notice will state the new fee, the date it applies from and the reason. If you do not accept it, you may ask us to stop hosting before that date, and your licence continues; otherwise the new fee applies from that date.

B6. No Price Protection Between Models

The licence fee reflects the value of a perpetual licence at the date of purchase. We may offer the Software to other parties at different prices, under different pricing models (including subscription, pay-per-use, freemium, or free), and under different terms. You have no claim for refund, price adjustment, or compensation arising from the availability of the Software to others on different terms.

B7. What You Receive

Upon payment and activation, you receive: access to the Software on our hosted platform; your allocated package configuration (SKU capacity, sales channels, supplier profiles, user accounts, and other allocations as specified in your order); a comprehensive onboarding manual and documentation; and all platform updates and security patches for the lifetime of the agreement while hosting is active. Your package includes the number of core channels stated in your order, chosen from the core channels listed at checkout. Premium channels, extra core channels and other channel add-ons are available as described in clause B7A unless your package includes them. One Amazon allocation covers one Amazon region, as set out in clause B7A(c). One Mirakl allocation covers every Mirakl-powered storefront on which you hold your own approved seller account. One Shopify allocation covers one Shopify store that you own.

The perpetual licence includes Basic support: help documentation and email support for platform faults, with a target first response within 1 to 2 business days (Monday to Friday, 9:00am to 5:00pm UK time, excluding English and Welsh bank holidays). Basic support does not include training, set-up (other than the free listing migration below) or how-to assistance.

Free listing migration: every licence includes free assisted listing migration. On request, we import your live listings and stock levels from your connected marketplaces, using the data each marketplace's API provides, so you can go live without re-keying them. You can also use the built-in Import Listings tool yourself.

The perpetual licence does not include dedicated technical support, training, consultancy, or bespoke development. These services may be purchased separately under Part C (Managed Service Terms) or as ad-hoc work at our then-current rates.

B7A. Channel Add-ons

(a) Channel add-ons are one-off purchases that add channel allocations to your licence: extra core channels, Amazon (one region), Amazon FBA & MCF and Mirakl Marketplaces. They form part of your licence for as long as it remains in force and are not Add-On Modules under clause B13, so they cannot be withdrawn under that clause.

(b) Channel add-ons are payable before activation (or under clause B4 where instalments are agreed) and are non-refundable once activated, on the same basis as the licence fee.

(c) One Amazon allocation covers one Amazon region only, as Amazon groups its marketplaces: Europe (including the United Kingdom), North America or the Far East. Amazon FBA & MCF requires the Amazon channel.

(d) Add-ons and upgrades after your original purchase are arranged by support ticket at the prices current at that time. An upgrade to a higher package is charged at the difference between the current price of your package and the current price of the new package.

(e) Each channel depends on its marketplace (clause B20). A marketplace's approval, fees and changes are outside our control.

(f) Each channel allocation connects one seller account that you own on that marketplace (for Amazon, in one region; for Shopify, one store). Accounts belonging to any other person or business are not covered.

(g) Your channels and Amazon region are fixed when your licence is activated. We may agree to swap a channel or region by support ticket at our discretion; a swap replaces an allocation and never adds one, and we may charge a reasonable administration fee.

(h) Channel add-on fees are payable whether or not any marketplace approves, keeps, limits or suspends your seller account or API access. You should check that you are eligible to sell on a marketplace before buying its add-on.

(i) If a marketplace permanently withdraws API access for all sellers, so that a channel can no longer be connected, we may at our discretion offer to move that allocation to another available channel of equal or lower price. This is your sole remedy; no refund, credit or compensation is payable.

(j) After an upgrade, your hosting fee changes to the rate for the new package from the next billing date. No refunds or credits are given for downgrades or for allocations you do not use.

(k) In these Terms, "marketplace" includes Shopify, and your "seller account" on Shopify means a Shopify store that you own.

B8. Bring Your Own Key (BYOK)

The platform operates on a Bring Your Own Key (BYOK) model. You are solely responsible for obtaining, maintaining, and paying for your own marketplace seller accounts and API credentials (Amazon SP-API for your Amazon region, eBay, TikTok Shop, OnBuy, Temu, A1TechDeals, a Shop API key per Mirakl-powered storefront where your licence includes the Mirakl Marketplaces channel, and the credentials of your own app on your Shopify store where your licence includes the Shopify channel), your own supplier trade accounts and FTP/SFTP feed access, and your own product data provider subscriptions (e.g. Icecat, UPCitemdb) where applicable.

You are responsible for obtaining and keeping every approval, seller account and API credential needed for each channel, for complying with each marketplace's seller and API terms, and for all fees charged by marketplaces or other third parties (including API, fulfilment and selling fees). We do not provide, hold, guarantee or manage any marketplace account, approval or API access, and nothing in these Terms is a promise that any marketplace will approve you or continue to give you access. Your Shopify plan decides which store and customer data your app can access.

We do not provide or manage your marketplace accounts, supplier relationships, or third-party subscriptions. Your use of third-party services is governed by the terms of each respective provider. We shall not be liable for any loss arising from the failure, unavailability, modification, or discontinuation of any third-party service.

If you stop using our platform, your marketplace accounts and supplier relationships continue unaffected.

B8A. No Refunds for Third-Party Matters

No refund, credit, set-off or compensation is payable, and we are not liable, for any of the following: (a) a marketplace or other third party refusing, suspending, limiting, restricting or closing your account; (b) a third party changing, limiting, rate-limiting, suspending or withdrawing its API, data feed or service; (c) outages or errors of any third-party service; (d) changes to any third party's fees, policies or terms; (e) a channel or service being unavailable in your country or region; (f) lost, expired, revoked or invalid credentials. Your fees remain payable in full in each case.

B9. Restrictions on Use

You shall not, and shall ensure that your authorised users do not: copy, modify, adapt, translate, reverse-engineer, decompile, disassemble, or create derivative works based on the Software, except to the extent that applicable law allows this and does not permit it to be excluded by agreement; sublicence, rent, lease, lend, sell, distribute, or make the Software available to any third party; share or transfer login credentials or licence keys to any unauthorised person; access or use the Software to develop a competing product or service, or for competitive analysis, or help any third party to do so; use any bot, scraper, crawler or other automated means to access, copy or extract data or content from the Software, other than through features or interfaces we provide for that purpose; frame or mirror any part of the Software; attempt to gain unauthorised access to any part of the Software or its underlying systems; remove, alter or obscure any proprietary notice, watermark or account identifier shown in the Software or its documentation; conduct security or penetration testing without written consent; publish performance or benchmark test results without written consent, except as part of an honest review or assessment allowed by clause B9A(b); or exceed the number of authorised users specified in your order.

B9A. Recordings, Reviews and Competitors

(a) **You shall not publish, share or make available to anyone outside your business any recording, screenshot, stream or copy of the whole or a substantial part of the Software, its screens, workflows or documentation (for example, a walkthrough of the Software), unless we have agreed in writing.** You may record the Software for use only within your own business, for example to train your staff.

(b) Nothing in these Terms prevents you from publishing an honest review, rating, assessment or opinion of the Software, including screenshots or short clips that illustrate it, provided that it does not show the whole or a substantial part of the Software or its documentation, or anyone else's personal data, login details or API keys.

(c) By placing an order or requesting a trial, you confirm that you are not, and are not acting for, a business that develops or sells multichannel listing or inventory management software that competes with the Software, unless we have agreed otherwise in writing. If this confirmation is untrue, we may refuse or cancel your order or trial, or terminate under clause B17.

(d) You must tell us promptly if you know or suspect that a login has been shared or misused, or that any part of the Software or its documentation has been recorded, copied or published in breach of these Terms.

B10. Acceptable Use
You shall not use the Software to: list counterfeit, prohibited, restricted, or illegal products; manipulate marketplace search rankings, reviews, ratings, or pricing in breach of marketplace terms; process orders for goods illegal in your jurisdiction; violate any marketplace's seller terms of service; engage in activity that could result in suspension of our relationship with any third-party provider; or harvest or scrape marketplace data in breach of marketplace terms.

B11. Licence Audit
We may, upon not less than fourteen (14) days' written notice, audit your use of the Software to verify compliance, including the number of authorised users. You shall co-operate with any such audit. If an audit reveals excess usage, you shall promptly pay applicable additional fees and reimburse our reasonable audit costs. No more than one audit in any twelve-month period, unless a previous audit identified a breach.

B12. Intellectual Property
All intellectual property rights in the Software, including all updates, enhancements, modifications, and derivative works, are and remain our exclusive property. The licence does not constitute a sale, transfer, or assignment of any intellectual property rights. All rights not expressly granted to you in these Terms are reserved by us. The invtri name and our logos are our trade marks: you may use the invtri name to refer accurately to the Software, but you may not use our logos, or our name in any other way, without our written consent.

Your data (including product data, order data, supplier data, and any other data entered by you or your authorised users) remains your property at all times. We shall not use, sell, or disclose your data except as necessary to provide the Software or as required by law. We may collect and use anonymised, aggregated usage data for improving the Software, provided it does not identify you.

We retain the unrestricted right to licence, sell, distribute, or make available the Software to any other person or entity, under any brand name, on any commercial terms, and to modify, enhance, fork, or create derivative versions for any purpose.

B13. Updates and Add-On Modules
We may release updates (security patches, bug fixes, performance improvements, new features) at our sole discretion. Updates to the version licensed to you are included at no additional charge. We determine the timing, content, scope, and frequency of all updates. You have no right to demand any particular update or feature.

We may develop and release **Add-On Modules** that extend the Software beyond the core functionality. Add-On Modules are separate from the base Software, not included in the licence fee, and may be offered on subscription, one-off, or per-transaction pricing. The base Software continues to function fully without any Add-On Module. We shall not move any core functionality into an Add-On Module.

We may discontinue any Add-On Module on thirty (30) days' notice. Pre-paid Add-On Module subscription fees are refunded pro-rata from the date of discontinuation.

B14. Warranties and Disclaimers
We warrant that: (a) we have the right and authority to grant the licence; and (b) for a period of **ninety (90) days** from the date of activation (the "Warranty Period"), the Software will perform materially in accordance with the product documentation current at the date of activation.

If you notify us in writing of a material non-conformance during the Warranty Period, we shall, at our option, use reasonable endeavours to repair the issue, provide a workaround, or re-perform the affected function. If we are unable to remedy a material non-conformance within a reasonable time, we may terminate the agreement and refund the licence fee actually paid. **These are your sole and exclusive remedies** for breach of this warranty.

This warranty does not apply to issues arising from: use of the Software outside this agreement or the documentation; any third-party service or marketplace; modification by anyone other than us; or third-party technology changes.

Save as expressly stated, the Software is provided "as is" and "as available." To the fullest extent permitted by law, we exclude all other warranties, representations, conditions, and terms (whether express or implied by statute, common law, or otherwise), including any implied warranties of satisfactory quality, fitness for a particular purpose, merchantability, accuracy, reliability, or non-infringement.

B15. Limitation of Liability
Our total aggregate liability under or in connection with these Terms (whether in contract, tort including negligence, breach of statutory duty, misrepresentation, restitution, or otherwise) shall not exceed: (a) in respect of claims arising from or relating to the Hosting Services, the **total hosting fees actually paid by you in the twelve (12) months preceding the event giving rise to the claim**; and (b) in respect of all other claims, the **total licence fee actually paid**

by you.

We shall not be liable for: loss of profits, revenue, business, contracts, or anticipated savings; loss of data or corruption of data; loss of goodwill or reputation; loss of opportunity; wasted management or staff time; or any indirect, consequential, special, incidental, or punitive loss or damage, howsoever arising, even if we have been advised of the possibility.

Nothing in these Terms excludes liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any liability which cannot be excluded by applicable law.

B16. Indemnification

You shall indemnify, defend, and hold harmless Ruposhi Global Limited, its directors, officers, employees, and agents against all claims, costs, and losses arising from: your use of the Software; your breach of these Terms; your violation of any law or third-party terms; any claim by a third party arising from your activities using the Software; any misuse of BYOK services; any products listed, sold, or distributed by you; or any breach of the acceptable use policy.

B17. Termination

We may terminate this agreement and revoke the licence with immediate effect if you: breach any material term and fail to remedy within fourteen (14) days of written notice (where the breach is capable of remedy); breach any of the restrictions in clause B9 or B9A, or clause B12 (intellectual property) or G2 (confidentiality); give us a confirmation under clause B9A(c) that is untrue; become insolvent or enter administration, receivership, or liquidation; undergo a change of control without our consent; use the Software for any unlawful purpose; share access credentials with unauthorised persons; exceed the authorised user limit and fail to remedy within fourteen (14) days of notice; or fail to pay the licence fee, or any instalment of it, where payment is more than thirty (30) days overdue. Unpaid hosting fees pause your access under clause B5 and are not a reason to end the licence. Publishing or disclosing our confidential information, or any recording, screenshot or copy in breach of clause B9A(a), is a material breach that cannot be remedied.

Upon termination: all rights cease; the licence key is deactivated; you must cease all use; you must destroy or return all materials. No refund of the licence fee is payable on termination (except under clause B14). We keep your data for ninety (90) days following termination, and our support team will send you a copy on request during that time. After that period we securely delete it.

B18. Suspension

We may suspend your access immediately and without prior notice if we reasonably believe that: your use poses a security risk; you are in breach of clause B9, B9A, B12 or G2; your activities may result in legal liability for us; we are required to suspend by law; or any payment is overdue. We will notify you as soon as practicable and provide an opportunity to remedy. If the issue is not remedied within fourteen (14) days, we may proceed to terminate, except that unpaid hosting fees are dealt with under clause B5 and do not end the licence. This clause does not limit our right to terminate immediately under clause B17. Suspension does not constitute termination and does not give rise to any claim for refund, compensation, or damages.

B19. Infrastructure, Server Moves and Restores

(a) We host the Software on third-party data centres, cloud platforms and infrastructure that we choose, and may change, replace or upgrade them at any time, provided that core functionality is not materially diminished. We are not obliged to name our providers except as required by data protection law.

(b) We may move, rebuild or restore your account, your data and the Software from one server, data centre or provider to another for technical, security, capacity, performance, cost or recovery reasons. A planned move is scheduled maintenance under clause B25. In an emergency, such as a security incident or an infrastructure failure, we may move or restore without notice.

(c) If a move changes our server addresses, you may need to update any allowlist that you or your suppliers keep (for example for FTP or SFTP feed access). We will tell you in advance where we can.

(d) Before a new hosting provider processes personal data for you, we will tell you, and you may object on reasonable data protection grounds (clause G1). If we cannot resolve your objection, you may ask us to stop hosting; your licence continues (clause B5).

(e) We keep routine backups of your data at intervals and by methods we decide. If data is lost or corrupted, our sole obligation is to use reasonable endeavours to restore it from the most recent available backup. Changes made after that backup may need to be synced again from your channels or entered again.

(f) We are not liable for failure or disruption of third-party infrastructure beyond our reasonable control.

B20. Technology Dependencies

The Software depends on third-party technologies (operating systems, frameworks, database engines, cloud services). If any such technology reaches end-of-life, is discontinued, or changes in ways that affect the Software, we shall not be liable for resulting loss of functionality. We will use reasonable endeavours to adapt to successor technologies where commercially practical. If any marketplace or integration partner modifies or discontinues its API or service, we shall not be liable for resulting loss of functionality.

We may change, suspend or remove an integration where a third party changes or withdraws its API or service, subject to clause B7A(i).

B21. Customer's Duty to Verify Platform Outputs

The Software is an automation tool. **You assume sole responsibility for the results obtained from the use of the Software and for the conclusions drawn from such use.** You must independently verify all prices, stock levels, listings, order data, fulfilment instructions, and other outputs generated or processed by the Software before acting on them or allowing them to be published to any marketplace, sent to any supplier, or relied upon in any business decision. We shall have no liability for any loss, damage, cost, or expense arising from your reliance on unverified platform outputs, including pricing errors, stock discrepancies, incorrect listings, overselling, underselling, data mismatches, or erroneous order processing.

B22. No Liability for Business or Trading Losses

To the fullest extent permitted by law, we shall have no liability for any business losses, trading losses, financial losses, commercial damages, shipping costs, inventory losses, marketplace fees or penalties, supplier charges, or any other loss of any kind arising from the operation or malfunction of the Software, including (without limitation) losses arising from: incorrect pricing, stock, or listing data published to any marketplace; delayed or failed synchronisation of data between the Software and any marketplace, supplier, or third-party service; any period of unavailability, downtime, or degraded performance of the Software; any interaction between the Software and third-party services, marketplaces, or APIs; or any error or omission in any information, instructions, feeds, or data provided by you or on your behalf in connection with the Software. This clause applies whether the relevant event was caused by a defect in the Software, a configuration error, a third-party service failure, or any other cause, and is in addition to (and without limiting) the general limitation of liability in clause B15.

B23. Marketplace Consequences

We are not liable for any marketplace account suspension, restriction, warning, penalty, fee, or other adverse consequence imposed by any marketplace or third-party platform arising from or connected to your use of the Software, including (without limitation) consequences arising from listing errors, pricing errors, stock discrepancies, late dispatch, policy violations, intellectual property claims, product condition disputes, or any other cause whether or not the Software contributed to the relevant event. You are solely responsible for ensuring that your use of the Software and all activities conducted through the Software comply with the terms of service, seller policies, and acceptable use policies of each marketplace and third-party platform you connect to.

B24. Data Security Boundaries

We implement appropriate technical and organisational security measures to protect the Software and data hosted on our platform. However, we are not responsible for: any security breach, data loss, data corruption, unauthorised access, or disclosure caused by your own actions or omissions (including weak passwords, shared credentials, failure to maintain credential security, or compromised BYOK API keys); any breach, outage, or data incident affecting third-party platforms, marketplaces, or services connected to the Software; any data loss or corruption caused by your misconfiguration of the Software, incorrect feed data, or erroneous instructions; or any loss, destruction, alteration, or disclosure of your data caused by any third party. You are solely responsible for the security of your own BYOK credentials, marketplace accounts, supplier accounts, and any third-party services you connect to the Software.

B25. Scheduled Maintenance

We may perform scheduled maintenance on the Software from time to time, which may result in temporary periods of reduced performance or unavailability. We will use reasonable endeavours to provide at least 48 hours' advance notice of scheduled maintenance via email to the address associated with your account and to schedule maintenance outside of core business hours (Monday to Friday, 9am to 5pm UK time) where reasonably practicable. We shall not be liable for any loss, damage, or inconvenience arising from scheduled maintenance, provided reasonable notice has been given. Emergency maintenance required to address security vulnerabilities, critical defects, or infrastructure failures may be performed without advance notice.

B26. Fair Use and Resource Limits
The hosting fee covers normal business use of the Software within the parameters of your licence tier (SKU capacity, number of channels, number of users, and sync schedules as specified in your order). If your usage materially exceeds what is reasonable for your licence tier — including excessive API calls, abnormally high bandwidth consumption, storage usage significantly beyond the norm for your tier, or automated processes that place disproportionate load on our infrastructure — we may contact you to discuss upgrading to an appropriate tier or adjusting your usage. If excessive usage is not resolved within fourteen (14) days of written notice, we may apply reasonable usage limits or throttling to protect the performance of the platform for all users, or charge for the extra usage at our current rates, as stated in our notice. Sustained excessive usage that is not remedied may be treated as a material breach.

B27. Chargebacks and Payment Disputes
If you initiate a chargeback, payment dispute, or payment reversal through your bank, card issuer, or payment provider in respect of any amount validly charged under these Terms, the chargeback does not constitute cancellation or termination of this agreement. Your obligations under these Terms (including payment obligations and the hosting fee) continue in full. You shall be liable for any chargeback fees, administrative costs, or penalties incurred by us as a result of such dispute. We may immediately suspend your access to the Software upon becoming aware of a chargeback and may terminate this agreement if the dispute is not resolved within thirty (30) days. If a chargeback is found in your favour by the card issuer or payment provider, we will comply with the decision and restore any amounts due to you.

B28. Feedback and Suggestions
If you or any of your authorised users provide us with any suggestions, ideas, feedback, feature requests, enhancement proposals, or other recommendations relating to the Software (collectively, "Feedback"), you grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sublicensable licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Feedback in any form, media, or technology, without any obligation of attribution, compensation, or confidentiality. Feedback shall not be considered your confidential information. You acknowledge that we are free to use Feedback for any purpose, including developing, improving, or marketing the Software or any other product, without any obligation to you.

Part C — Managed Service Terms (Seller Growth Programme)

These terms apply when you purchase a managed service package (6-month or 12-month), whether through the online checkout or by separate agreement. The managed service is a separate product from the perpetual software licence.

C1. Relationship to the Licence
The managed service and the perpetual software licence are **two separate products**. You may purchase either product alone or both. Termination or expiry of the managed service does not affect any perpetual licence you hold. Where you hold a perpetual licence and that licence is terminated, the managed service terminates automatically.

C2. Scope of Services
The managed service includes: platform setup and configuration (marketplace connections, pricing engine, sync schedules, user accounts); supplier setup (up to 4 suppliers, including FTP/SFTP feed configuration); comprehensive training and knowledge transfer for your nominated Data Owner; customer service reply templates; returns, refunds, and A-to-Z claims guidance; account health and protection guidance; supplier order and returns guidance; blocked EAN database (loaded into the platform); access to our product database within the platform; and ongoing support for the duration of the service term.

Ongoing support includes: up to 20 support tickets per month; up to 2 hours of scheduled Teams meetings per month; 1 business day email response target during service hours (Monday to Friday, 9:00am to 5:00pm UK time, excluding English and Welsh bank holidays); platform troubleshooting; and growth guidance.

C3. Service Boundaries (What Is Not Included)
The managed service does not include: processing refunds or returns on your behalf; placing supplier orders for you; writing product listings; PPC or advertising management; stock purchasing decisions; individual product pricing decisions; guaranteeing marketplace or supplier account approval; custom software development; third-party integration beyond standard capabilities; phone support (except scheduled Teams meetings); support on weekends or bank holidays; same-day response; support exceeding ticket or meeting limits; or any VAT, tax, legal, or compliance advice.

C4. Fixed Term and No Break Clause
The managed service runs for a **fixed term of six (6) or twelve (12) months** from the commencement date, as specified in your order. **The service term is a fixed and committed term. You have no right to terminate before the end of the service term, and the monthly fee is payable in full for each month of the service term, regardless of your level of use.** Delays or failures by you (including failure to provide credentials or access) do not suspend, extend, or reduce the service term or the fees payable.

C5. Early Termination Payment
If we terminate the managed service due to your breach, or if you abandon, repudiate, or purport to terminate before the end of the service term, the monthly fees for the **unexpired remainder of the service term become immediately due and payable as a debt**. The parties acknowledge this represents the agreed price for the fixed-term commitment, not a penalty.

C6. Fees and Payment
The monthly fee is payable monthly in advance. Fees in GBP are stated inclusive of VAT; fees in USD and EUR are stated before tax, and any tax due is shown before you pay. Late payment (14+ days overdue) may result in suspension of managed services (not platform access). Interest on overdue payments accrues at 8% above the Bank of England base rate per the Late Payment of Commercial Debts (Interest) Act 1998.

C7. Expiry
The managed service expires automatically at the end of the service term. No notice is required. The managed service does not renew automatically. Continuation beyond the service term requires a new written agreement.

C8. Your Obligations
You shall: nominate a dedicated Data Owner for training and day-to-day management; ensure the Data Owner has practical knowledge of UK business structure, VAT, marketplace policies, and e-commerce operations; provide timely access to credentials, accounts, and information; and ensure all information provided is accurate and complete. The managed service is a support service, not an outsourced operation. You retain full responsibility for all business decisions.

C9. Change Requests
Work outside the scope of the managed service requires written agreement on scope, timeline, and fees. Additional work is charged at £350 + VAT per half-day (minimum charge, up to 4 hours of work), unless otherwise agreed.

C10. Materials and IP
All templates, documentation, guidance materials, training materials, processes, and data provided under the managed service (including the blocked EAN database and product database) are and remain our intellectual property or that of our licensors. Such materials are licensed to you on a non-exclusive, non-transferable basis for your internal business use only, and may not be resold, redistributed, published, sublicensed, or otherwise made available to any third party without our prior written consent.

C11. Managed Service Liability
Our total liability in connection with the managed service is capped at the monthly fees paid in the preceding 12 months. We shall not be liable for loss of profits, data, goodwill, or indirect or consequential losses. Nothing excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

You shall indemnify and hold us harmless against all claims, costs, and losses arising from: your marketplace, supplier, or other business activities; your breach of these Terms; your violation of law or third-party terms; any third-party claim arising from your use of guidance, templates, or materials provided; or any products listed, sold, or distributed by you.

Part D — Platform Trial Terms

These terms apply when you request or use a free trial of the invtri platform.

D1. The Trial
We may, at our sole discretion, offer eligible businesses a trial of the platform for seven (7) days at no charge. The trial is for business evaluation purposes only and is not available to consumers. We may refuse, limit, suspend, extend, or withdraw any trial at any time without notice and without liability. One trial per business unless we agree otherwise in writing.

D2. Trial Environment
The trial runs in an evaluation environment which may differ from the licensed platform in features, capacity, and performance. We give no commitment as to availability, uptime, support, or response times during the trial.

D3. Your Responsibilities During the Trial
You are solely and fully responsible for your use of the trial and all of its functions, including: the accuracy and lawfulness of any data, feeds, or credentials you supply; compliance with the terms of any marketplace or third-party service you use; keeping your own backups of your data; and reviewing all outputs (including prices, stock figures, and listing content) before relying on them. All decisions and actions taken during or based on the trial are yours alone.

D4. Live Marketplace Connections
By default, trials operate in a test environment and do not publish to live marketplace accounts. If you choose to connect live marketplace accounts or to publish or synchronise live data during a trial, you do so entirely at your own risk, including the risk of pricing errors, overselling, listing changes, marketplace fees, penalties, or account suspension.

D5. No Warranty During the Trial
The trial is provided "as is" and "as available." To the fullest extent permitted by law, we exclude all warranties, representations, conditions, and terms in relation to the trial. Nothing in the trial constitutes advice of any kind.

D6. Trial Liability
You accept full responsibility for your use of the trial. To the fullest extent permitted by law, we shall have no liability for any loss or damage arising from the trial, including loss of profits, revenue, business, data, goodwill, or marketplace account standing. Our total aggregate liability in connection with any trial shall not exceed one hundred pounds (£100). Nothing excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

D7. Trial Indemnity
You shall indemnify us against all claims, costs, and losses arising from your use of the trial, your data, your products or listings, or your breach of these Terms or any third-party terms.

D8. Trial IP and Confidentiality
All intellectual property in the platform remains ours. You must not copy, modify, reverse-engineer, or create derivative works, except to the extent that applicable law allows this and does not permit it to be excluded by agreement; share trial access with any third party; or publish benchmarks or comparative analysis without our prior written consent, except as part of an honest review or assessment allowed by clause B9A(b). Clauses B9 and B9A apply to your use of the trial in the same way as they apply to a licence. Trial access is for your internal evaluation only.

D9. Trial Data
Unless you enter into a licence agreement, we will delete your trial data within fourteen (14) days of the end of the trial. You may request an export in CSV format within that period. Personal data is handled in accordance with our Privacy Policy.

D10. End of Trial
Trial access ends automatically after seven (7) days unless extended by us in writing. Continued use requires a licence agreement and an accepted order. These trial terms do not form part of any licence agreement, and neither party is obliged to proceed after a trial.

Part E — invtri Supply Terms

These terms apply when you connect invtri Supply in your invtri portal or buy products through it. invtri Supply is an optional, complimentary product supply service: you buy the products from us, and we deliver them to the address on your order. Part A and the General Provisions also apply. Your licence to use the Software is governed by Part B.

E1. About invtri Supply
(a) invtri Supply is a catalogue of products that we, Ruposhi Global Limited trading as invtri, offer for sale inside the Software to holders of a paid invtri licence. When you order a product through invtri Supply, you buy it from us: we are the seller, and this Part E, together with Part A and the General Provisions, is the contract of sale.

(b) invtri Supply is an optional, complimentary service that we offer alongside your licence. It is not part of the Software licence under Part B, it is not an Add-On Module under clause B13, and no part of your licence fee or hosting fee is paid for it. You are not required to connect invtri Supply or to order anything through it, and you may stop using it at any time. Nothing in this Part E changes your licence, your licence allocations or your hosting fee, except as stated in clause E2(d).

(c) We deal only with you, the licence holder whose account places the order. Where you resell the products, your customers are your customers: we have no contract with them, and you remain the seller to them (clause E10).

E2. Who Can Use invtri Supply, and How You Accept These Terms

(a) invtri Supply is available to businesses (including sole traders) established in the United Kingdom that hold an active paid invtri licence with active hosting, for delivery to addresses in the United Kingdom. It is not available during a trial (Part D) and is not available to consumers (clause A3). There is no licence or hosting fee for invtri Supply: you pay only for the products you order.

(b) You connect invtri Supply from your invtri portal. By connecting it, and again each time you press Order & Pay, you confirm that your business meets paragraph (a) and you accept this Part E in the version current at that time. We record the account, the user, the time and the version accepted.

(c) We may refuse, suspend or disconnect invtri Supply for any account at any time, including where your hosting is paused (clause B5), your licence is suspended or terminated (clauses B17 and B18), a payment to us is overdue or disputed, or we reasonably suspect misuse of invtri Supply or a breach of these Terms. Orders you have already paid for are delivered or refunded under this Part E.

(d) invtri Supply uses one of your package's supplier profiles. Products that you list from the catalogue count toward your SKU allocation; the rest of the catalogue does not.

E3. Changes to the Catalogue and to invtri Supply

(a) The catalogue changes constantly. We may add, change or remove products, brands, prices, stock and product content at any time without notice. When a product is removed, its stock is set to zero on your channels and the product is shown as discontinued in the Software so that you can delist it. We do not promise that any product will remain available, at any price, for any period.

(b) We may change how invtri Supply works, suspend it, or stop, remove or withdraw invtri Supply or the option to connect it, in whole or in part, at any time, at our sole discretion, for any reason and without notice. Where we reasonably can, we will tell you in advance. invtri Supply is a complimentary service, so no refund, credit or compensation is payable for a change, suspension, removal or withdrawal; your licence and hosting continue unaffected; and a change to or withdrawal of invtri Supply is not a change to, or removal of, any functionality of the Software licensed under Part B. Orders already paid for are delivered or refunded under this Part E.

E4. Prices, Stock and Product Content

(a) Catalogue prices are in pounds sterling and are shown both before and including VAT. Delivery to addresses in the United Kingdom is included in the price (clause E6). The price you pay is the catalogue price at the time your Order & Pay invoice is raised.

(b) Stock and prices are updated regularly (normally every hour) and are checked again when you press Order & Pay. Between updates, the figures shown in the Software are indicative only. You set your own selling prices and margins on your channels, and you are responsible for them (clause B21). We are not liable if a catalogue price or stock figure changes before you order, or if a sale you have made on your channel cannot be fulfilled from the catalogue.

(c) If a price or description shown is obviously wrong, we are not bound by it: we may cancel the affected order before dispatch and refund you in full, or offer you the correct price.

(d) Product content (titles, descriptions, images, brands, categories, weights and product codes) comes from our suppliers and from third-party data sources, including Open Icecat under the Open Icecat open content licence. We provide it to help you list. We do not warrant that it is complete, accurate or current, and you must check it before publishing it (clause B21). Open Icecat content may be used only under the Open Icecat licence: you need your own free Open Icecat account, and the content must not be used to train or operate generative artificial intelligence. Product images and text may be subject to the rights of brand owners and other third parties; you are responsible for your own use of them on your channels.

E5. Orders, Invoices and Payment

(a) To buy a product, press Order & Pay on the order in the Software. We check the price and stock again and raise an invoice for the products and VAT, which you pay online by card. Your order is an offer to buy. A contract for the sale of the products is formed when we have received your payment and send you an order confirmation; until then we may decline the order, in which case any payment is refunded in full.

(b) We process an order only once it has been paid in full. We do not offer credit or payment on account for invtri Supply unless we agree otherwise in writing. We may limit the quantity of a product per order or per account.

(c) You receive a VAT invoice for every order, issued to the business that holds the licence.

(d) If a product cannot be supplied after you have paid, for example because it has sold out, we cancel that item, refund your card and send a credit note (clause E8, section 7). We are not liable for any loss on your own sale of that product (clause E11).

(e) Clause B27 (chargebacks and payment disputes) applies to invtri Supply invoices. We may suspend invtri Supply for your account while a dispute is open.

E6. Delivery

(a) We deliver to addresses in the United Kingdom only. Delivery is included in the price: there is no delivery charge and no per-order fee.

(b) Delivery times shown in the Software and on our website (from the next working day to three (3) working days, depending on the product) are estimates. Time of delivery is not of the essence. We are not liable for delay caused by our suppliers or couriers or by events beyond our reasonable control (clause G3); where an order is not delivered, your remedy is set out in clause E8, section 5.

(c) We deliver to the delivery address on the order as entered in the Software, which is normally the address from your marketplace order. You are responsible for its accuracy and completeness. Parcels that cannot be delivered, or that are refused or not collected, are dealt with under clause E8, section 6.

(d) Parcels are sent with a plain label and plain paperwork that show no business name: not ours, not our suppliers' and not yours. It is for you to check that this meets the rules of each marketplace you sell on (clause E10).

(e) The courier's tracking information is added to the order in the Software automatically, and the Software sends it to the marketplace as you have set for that channel. We are not responsible for how a marketplace treats the tracking information.

(f) An order may be sent in more than one parcel, from us or direct from one of our suppliers.

(g) Risk in the products passes to you on delivery to the address on the order. Ownership passes to you when we have received payment in full.

E7. Cancelling an Order

(a) You may ask to cancel an order by pressing Request Cancel on the order in the Software. If we can stop the order before dispatch, we cancel it, refund your card and send a credit note. Once an order has been dispatched it cannot be cancelled, and clause E8 applies instead.

(b) We may cancel an order, in whole or in part, before dispatch if a product is unavailable, if there was a pricing or content error (clause E4(c)), if we cannot verify your payment, or if your account no longer meets clause E2(a). We refund what you paid for the cancelled items.

E8. Returns and Claims

These rules cover products you buy from us through invtri Supply. You buy as a business, so the consumer rights to cancel an order and return goods do not apply (clause A3). To ask for a return or make a claim, use your invtri portal or email support@invtri.com, quoting the invtri Supply order number, within the time limits below. The delivery date is the date recorded in the courier's tracking.

1. Changed your mind. Within fourteen (14) days of delivery you may ask to return a product that is unopened, in its original packaging with the manufacturer's seals intact, and in the condition in which we delivered it. We charge a restocking fee of twenty per cent (20%) of the price you paid for the product. You pay for the return and are responsible for the product until it reaches us: send it within seven (7) days of receiving our returns reference (RMA), by a tracked service, to the address we give you, with the RMA shown on the parcel. When the product arrives and passes our inspection, we refund the price minus the restocking fee to your card and send a credit note. We may refuse a return that does not meet these conditions and send the product back to you at your cost.

2. Products we cannot take back unless faulty: software, licences, subscriptions and digital codes; products made, configured or ordered specially for you; sealed software, audio or video once the seal is broken; sealed products that cannot be returned for health or hygiene reasons once unsealed; and products that perish or expire quickly.

3. Damaged, missing or wrong products. Tell us within two (2) working days of delivery if a product arrives damaged, if a product or part is missing, or if the wrong product was delivered. Send photographs of the outer packaging, the delivery label, the inner packaging and the damage, and keep the product and all packaging until we close the claim. Once we confirm the problem, we replace the product or refund your card in full, and we collect the product at our cost where we need it back. We cannot accept these claims after two (2) working days, because our suppliers and couriers do not accept them from us after that time.

4. Faulty products. Tell us within fourteen (14) days of delivery if a product is faulty. We may ask for a description of the

fault, the serial number and photographs or a video, and we may follow the manufacturer's diagnostic process. If we confirm the fault, we repair or replace the product or refund your card, at our choice, and we pay for its return. After fourteen (14) days, a fault is dealt with under the manufacturer's warranty where the product has one, and we give you the details you need to make the claim. If we find no fault, we return the product to you and may charge our reasonable costs of testing and return.

5. Not delivered. If the tracking shows no delivery within seven (7) days after the estimated delivery date, tell us within a further seven (7) days. We check with the courier, then send the product again or refund your card.

6. Refused, uncollected and undeliverable parcels. If a parcel is returned to us or to our supplier because the address was wrong or incomplete, or because it was refused or not collected, we refund the price minus the twenty per cent (20%) restocking fee once the parcel is back and has passed our inspection.

7. Refunds and credit notes. Refunds are made to the card you paid with, and each refund comes with a credit note. A refund normally reaches your card within five (5) to seven (7) working days of being issued.

8. Your customers. Any rights your customers have against you, under consumer law or under the policies of the marketplace you sell on, are separate from these rules and are your responsibility. We do not deal with your customers or accept returns from them.

E9. Quality and Warranty

(a) We supply products as described by their manufacturers, in the condition stated in the catalogue. Our obligations under clause E8 (sections 3 and 4) and this clause E9 are your sole remedies for products that are damaged, missing, wrong or faulty and, to the extent the law allows, replace any other terms implied by sections 13 to 15 of the Sale of Goods Act 1979. Nothing in this Part E excludes the terms implied by section 12 of that Act (title).

(b) Where a product has a manufacturer's warranty, we pass its benefit on to you so far as we are able; the warranty is given by the manufacturer on its own terms, and we do not add to it. Where a product has no manufacturer's warranty, our liability for a fault that was present at delivery and is reported after fourteen (14) days is limited to the price you paid for the product.

(c) Products are supplied for resale or business use. We give no warranty that a product is suitable for your customer's purpose or for any particular marketplace, and no warranty about software or firmware supplied by a manufacturer.

E10. Your Channels and Your Customers

(a) You sell through your own marketplace accounts and stores. You choose what to list, where, at what price and with what description, and you must follow each marketplace's rules, including its rules on drop shipping, packaging and paperwork, brand approvals and restricted products. We make no promise that a marketplace will approve, keep or not restrict a listing or an account, and clauses B8, B8A, B10 and B23 apply.

(b) You are the seller to your customers and are responsible for your listings, your prices, your customer service, your returns policy and your legal obligations to them, including under consumer law. Our returns rules in clause E8 cover only what you send back to us.

(c) You indemnify us against claims, costs and losses arising from your listings, your sales to your customers, your use of product content, and your breach of this Part E or of any marketplace's or third party's terms, in the same way as under clause B16.

E11. Liability for invtri Supply

(a) Our total liability under or in connection with an invtri Supply order, however arising, is limited to the price you paid for that order.

(b) We are not liable for: loss of profits, revenue, business, contracts or anticipated savings; loss of goodwill or reputation; the price you charged your customer or any refund, compensation or costs you give them; marketplace fees, penalties, claims, chargebacks, restrictions or suspensions; or any indirect, consequential, special or incidental loss, however arising, even if we were advised of the possibility.

(c) Nothing in this Part E excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for breach of the terms implied by section 12 of the Sale of Goods Act 1979, or for any liability that cannot be excluded or limited by law.

(d) Clause B15 does not apply to invtri Supply orders; this clause E11 applies instead. Clauses B21, B22 and B23 apply to your use of the Software in connection with invtri Supply.

E12. Your Customers' Delivery Details

(a) To deliver an order we need the recipient's name, delivery address and telephone number from the order. We use them only to deliver the order and to deal with delivery problems and claims, and we share them only with the supplier and the courier delivering that order.

(b) We process these details on your behalf under clause G1 (data protection), with our suppliers and couriers as sub-processors for delivery. We delete them from the invtri Supply records thirty (30) days after delivery, unless a claim is open or the law requires us to keep them longer.

E13. General

(a) Part A and the General Provisions apply to invtri Supply. If this Part E conflicts with Part B, this Part E prevails for the sale and delivery of products, and Part B prevails for your use of the Software.

(b) We may update this Part E under clauses A2 and G7. The version you accept at Order & Pay applies to that order.

(c) Clauses E4(d), E8, E9, E10, E11 and E12 survive the end of invtri Supply for your account.

General Provisions (All Parts)

G1. Data Protection

To the extent that we process personal data on your behalf, you are the data controller and we are the data processor for the purposes of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. We shall: process personal data only on your documented instructions; ensure authorised persons are bound by confidentiality; implement appropriate technical and organisational security measures (including data isolation between licensees); notify you without undue delay of any personal data breach; assist you with data subject requests and your obligations under UK GDPR; and delete or return personal data on termination. We may engage sub-processors (including hosting and infrastructure providers) subject to equivalent data protection obligations. We shall not transfer personal data outside the United Kingdom without a lawful transfer mechanism.

Full data processing terms are set out in any applicable signed agreement. Where no signed agreement exists, these provisions constitute the data processing agreement between the parties.

G2. Confidentiality

Each party shall keep confidential all information of a confidential nature disclosed in connection with these Terms and shall not disclose it without the other party's written consent. You shall treat the Software, its architecture, operational methods, and all documentation as our confidential information. Confidentiality does not apply to information that: is or becomes publicly available through no fault of the receiving party; was already known before disclosure; is independently developed without reference to confidential information; or is required to be disclosed by law or court order.

G3. Force Majeure

Neither party shall be liable for delay or failure caused by events beyond reasonable control, including: acts of God, fire, flood, earthquake, storm; epidemic or pandemic; war, terrorism, riot; government action, sanction, embargo; internet, telecommunications, or power failure; cyber attack or denial-of-service attack; failure of third-party hosting or infrastructure; the withdrawal, suspension, change or failure of any marketplace or third-party API; discontinuation of third-party software dependencies; or labour disputes. A party affected by force majeure shall notify the other promptly and mitigate where possible. If a force majeure event continues for ninety (90) days, either party may terminate on thirty (30) days' notice. No refund of the licence fee is payable. Nothing relieves you of any obligation to pay sums due.

G4. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, except that we may also apply to the courts of any country where you are established, or where a breach takes place, for an injunction or other urgent relief to protect our intellectual property or confidential information.

G5. Dispute Resolution

Before commencing court proceedings (other than for injunctive or urgent relief), the parties shall attempt to resolve any dispute by negotiation in good faith. Either party may escalate by written notice, and the parties shall use reasonable endeavours to resolve within thirty (30) days. Nothing prevents either party from seeking urgent injunctive or interim relief at any time. You agree that a breach of clause B9, B9A, B12 or G2 may cause us harm for which damages alone would not be an adequate remedy, so we may seek an injunction or other equitable relief in addition to any other remedy.

G6. Entire Agreement
These Terms (together with any signed Perpetual Software Licence Agreement and/or Managed Service Agreement, the applicable order, and our Privacy Policy) constitute the entire agreement and supersede all prior negotiations, representations, and agreements. No reliance has been placed on any statement outside these Terms. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

G7. Variation
We may amend these Terms with thirty (30) days' written notice. Continued use of the Software after the effective date of any amendment constitutes acceptance. If you disagree, you may terminate; no refund of the licence fee is payable. No amendment shall remove or materially diminish the core functionality (supplier feed processing, pricing engine, stock synchronisation, price synchronisation, order tracking, listing management, and reporting). This limitation does not apply to changes required by third-party platform modifications, legal requirements, or security concerns.

G8. Severability
If any provision is held invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary or deemed deleted, without affecting the remaining provisions.

G9. Assignment
You may not assign, transfer, or subcontract any rights or obligations without our prior written consent. We may assign or transfer our rights and obligations to any successor in title or affiliate without your consent.

G10. No Waiver
No failure or delay in exercising any right shall constitute a waiver of that right.

G11. Third-Party Rights
No person other than the parties shall have rights under the Contracts (Rights of Third Parties) Act 1999.

G12. No Partnership
Nothing in these Terms establishes any partnership, joint venture, or agency relationship.

G13. Notices
All notices shall be in writing, delivered by hand, pre-paid first-class post, or email. Post is deemed received in two (2) business days; email on the next business day after sending.

G14. Survival
Clauses B3 (non-refundable fee), B6 (no price protection), B9 (restrictions), B9A (recordings, reviews and competitors), B12 (intellectual property), B14 (warranties), B15 (limitation of liability), B16 (indemnification), B21 (duty to verify outputs), B22 (no liability for business losses), B23 (marketplace consequences), B24 (data security boundaries), B28 (feedback), B3A(d) (order allocations), B3B (partner offers), B3C(d) (business details), B7A(h) and (i) (channel add-on fees and remedy), B8A (no refunds for third-party matters), C5 (early termination payment), C10 (materials and IP), C11 (managed service liability and indemnity), D6 (trial liability cap), D7 (trial indemnity), E4(d) (product content), E8 (returns and claims), E9 (quality and warranty), E10 (your channels and customers), E11 (liability for invtri Supply), E12 (delivery details), G1 (data protection), G2 (confidentiality), and G4 (governing law) survive termination.

Contact

For questions about these Terms or licensing, contact us at sales@invtri.com. For support, email support@invtri.com.

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