TERMS AND CONDITIONS

Hurricane Terms and conditions

Contractual Framework

These terms and conditions ("Terms") set forth the conditions of the use by you ("User") of the Hurricane Landed Cost and Compliance Engine programming interface ("API") provided by Hurricane Modular Commerce Limited ("Hurricane") through one or more User intermediaries ("User Service Partner(s)") and with whom User has entered into a contract for services ("User Contract").

All rights and contractual remedies of User shall be contained in the User Contract to which Hurricane is not a party and under which it owes no obligations to the User.

Licence

Subject to these Terms Hurricane hereby grants the User a non-exclusive, non-transferable licence ("Licence") of the API to use the API through its own web-based application for the Term and throughout the Territory as those terms are described in the Services Agreement ("Access Agreement") entered into between Hurricane and User Service Partner. The Licence permits the User's own customers to use the API to view landed costs information through the User's application. The Licence will terminate automatically upon termination of the Access Agreement for whatever reason or forthwith upon written notice of termination being delivered by Hurricane to User.

Restrictions on the Licence

The User hereby agrees and undertakes (a) not to publish or share any API Key; (b) not to translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the API (including, but not limited to the User creating software which has materially the same functionality as the API); (c) not to export, extract, re-utilise or copy any of the information or data sets, or any part thereof, retrieved from the API for any purposes whatsoever, except for the purpose of providing landed cost information to its own customers to support individual ecommerce transactions; (d) to supervise and control use of the API in accordance with the terms of this Agreement; (e) not to display the API Key on a public bulletin board, file transfer protocol ('ftp') site, internet site, chat room, file sharing site, instant messaging service or by any other unauthorised means; (f) not to use the API for immoral, illegal or for any other purpose which may be determined threatening, abusive or harmful including but not limited to the creation or transmission of any virus, worms, Trojan horse, cancel-bot or any other destructive or contaminating program; (g) not to remove copyright notices or other forms of proprietary notice from the API or any other materials provided by Hurricane; (h) immediately on termination or discontinuance of the Licence for whatever reason cease exploitation of the application that uses the API and remove any and all references to the API; and (i) not to pre-fetch, cache, index, copy, re-utilise, extract or store any API Data, except in relation to a specific transaction for which it has been extracted.

Warranties and Liability

The User acknowledges that all its contractual rights and remedies are owed by its User Service Partner as specified in the User Contract and not Hurricane. Without prejudice to the foregoing User further acknowledges that the API is provided "as is" without any warranty of any kind either express or implied including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, accuracy, reliability, title, interference with quiet enjoyment and non-infringement. Hurricane does not warrant that neither the API nor the API Data will be error-free. Hurricane does not process data for excisable goods. In particular, User accepts and acknowledges that the information provided through the API (including the API Data) is an estimation only and its accuracy (and all calculations related thereto) is dependent upon the information (including SKUs, country of origin, rules of origin, product descriptions and all other required information) provided to Hurricane by User or User Service Partner on its behalf ("Input Information"). User shall ensure that all Input Information is in the format specified by Hurricane.

User or its customer or the person ordering goods will be the importer of record and in no circumstance will Hurricane act as the importer of record nor be liable in any way for the information provided in any customs declaration.

Hurricane shall not be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with these Terms for (a) any loss of revenues, profits, contracts, business or anticipated savings; (b) any loss of goodwill or reputation; or (c) any special, indirect or consequential losses in any case, whether or not such losses were within the User's contemplation at the date of commencement of the Licence , suffered or incurred by the User arising out of its use of the API

Nothing in these Terms shall limit the liability of either party for death or personal injury arising from that party's negligence, or for fraud.

Intellectual Property

The API and all other copyright, trademarks and other intellectual property rights subsisting in or used in connection with the API (including but not limited to all images, documentation, content, text, code, calls or other identifiable material relating to the API) are and remain the sole and exclusive property of Hurricane, and User acknowledges that no title to any rights is transferred to it or any third party. All rights not expressly granted in these Terms are reserved by Hurricane.

Hurricane hereby grants to the User a non-exclusive, non-transferable, royalty-free licence to use its name and trade marks for the purpose of complying with its obligations under the Terms.

Confidentiality

The API, each individual component of the API, any API documentation and all data or information generated by the API are confidential to the parties and their advisers During the term of this licence and thereafter, User undertakes to Hurricane that it will keep confidential and not use or disclose to any person, except to its professional representatives or as may be required by law or any legal or regulatory authority, any such confidential information.

Dispute resolution

The formation, interpretation, and performance of these Terms and any disputes arising thereto shall be governed by the substantive and procedural laws of England without regard to its rules on conflicts or choice of law. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts of England and Wales and User hereby submits to the personal jurisdiction of such courts.

Acceptance of these terms

User acknowledges that its duly authorised representative has read and understood these Terms. By using the API, User agrees to be bound by these Terms.

Contacting Hurricane

If User has any questions about this Agreement, its authorised representative should contact us at legal@hurricanecommerce.com