

ZigZag Global Terms of Service

Last modified: 5th December 2016

Welcome to ZigZag

Thanks for using our products and services ("Services"). The Services are provided by ZigZag Global Ltd ("ZigZag"), located at Winchester House, 19 Bedford Row, London WC1R 4EB. Registered in England and Wales - Company Registration No. 9404819.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services can vary, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services and those additional terms become part of your agreement with us if you use those Services.

ZigZag works with retailers ("The Retailer") to help manage logistics and returns via a software platform ("Software").

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services, for example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content that you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure or alter any legal notices displayed in or along with our Services.

Our Services including labels we produce and catalogue feeds from retailers display some content that is not ZigZag's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please do not assume that we do.

In connection with your use of the Services, we may send you service announcements, tracking information, administrative messages and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Privacy and Copyright Protection

ZigZag's Privacy Policies explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that ZigZag can use such data in accordance with our Privacy Policies, and in order to provide a service to you.

The user:

- (a) acknowledges and agrees that third parties participating in the provision of the Services, including, but not limited to the providers of labels, payment processing providers and carriers, may have access to and use the personal data of consumers as strictly and solely for the provision of the Services;
- (b) shall ensure that consumers have been informed of, and have given their consent to the use, processing, and transfer of their personal data;
- (c) acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the retailer is located in order to carry out the Services and ZigZag's other obligations under this agreement;
- (d) shall ensure that the Retailer is entitled to transfer the relevant personal data to ZigZag so that ZigZag may lawfully use, process and transfer the personal data in accordance with this agreement on the Retailer's behalf;
- (e) acknowledges and agrees that ZigZag may use anonymous data for the purposes of analysis, including, but not limited to, market intelligence.

ZigZag may capture and store your IP address.

About Software in our Services

When a Service requires or includes downloadable software or labels, this software may be updated automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

ZigZag gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by ZigZag as part of the Services. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ZigZag in the manner permitted by these terms. You may not copy, modify, distribute, sell or lease any part of our Services or included software, unless laws prohibit those restrictions or you have our written permission.

The user shall not: duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means or attempt to reverse compile, nor may you reverse engineer or attempt to extract the source code of that software, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

- (f) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (g) use the Services to provide services to third parties; or
- (h) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or
- (i) attempt to obtain, or assist third parties in obtaining, access to the Services other than as provided by the terms of this agreement.

The user acknowledges and agrees that ZigZag owns all intellectual property rights in the Services, including, but not limited to the Software. Except as expressly stated herein, this agreement does not grant the Retailer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Software.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we would be sorry to see you go. ZigZag may also stop providing Services to you or add or create new limits to our Services at any time.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about our Services.

Other than as expressly set out in these terms or additional terms, neither ZigZag nor its suppliers or distributors makes any specific promises about the Services. For example, we do not make any commitments about delivery times by third party suppliers, the content within the Services, the specific functions of the Services or their reliability, availability or ability to meet your needs. We provide the Services "as is".

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for our Services

When permitted by law, ZigZag and ZigZag's suppliers and distributors will not be responsible for lost profits, revenues or data, financial losses or indirect, special, consequential, exemplary or punitive damages.

To the extent permitted by law, the total liability of ZigZag and its suppliers and distributors for any claims under these terms, including for any implied warranties, is limited to the amount that you paid us to use the Services (or, if we choose, to supplying you with the Services again).

In all cases, ZigZag and its suppliers and distributors will not be liable for any loss or damage that is not reasonably foreseeable.

We recognise that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumers' legal rights which may not be waived by contract.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify ZigZag and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page.

We'll post notice of modified additional terms in the applicable Service. Changes will not apply retrospectively and will become effective no earlier than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

These terms govern the relationship between ZigZag and you. They do not create any third party beneficiary rights.

If you do not comply with these terms and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The courts in some countries will not apply British law to some types of disputes. If you reside in one of those countries, then where British law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that the laws of the United Kingdom (UK), excluding the UK's choice of law rules, will apply to any disputes arising out of or relating to these terms or the Services. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in the UK, then your local jurisdiction and venue will apply to such disputes related to these terms. Otherwise, all claims arising out of or relating to these terms or the services will be litigated exclusively in the federal or state courts of the UK, and you and ZigZag consent to personal jurisdiction in those courts.

For information about how to contact ZigZag, please visit our contact page.