

By checking the box to accept the user agreement and the applicable general terms and conditions, and by making the payment that initiates the subscription, you are entering into this user agreement and the applicable general terms and conditions. Furthermore, with each payment of your periodic invoice, you reaffirm your agreement to these terms. Our user conditions and the applicable general terms and conditions are applicable to all our users with an active e-tailize subscription, unless otherwise agreed upon. This includes:

1. Services
  2. Prices and other conditions
  3. e-tailize Conditions
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## 1. Services

### **Connect**

Our Software-as-a-Service (“SaaS”) services include the provision of e-tailize's Connect module. This is an integration software that makes it possible to centrally manage products for multiple marketplaces. It is also possible to connect to your website or fulfillment software. The integrations connected to the Connect module can be found on our website [here](#). The functionalities that are included can be found in the table at [this](#) page on our website.

As indicated in the table, your price includes an unlimited number of marketplaces, products, integrations, projects, and orders. We apply a fair-use policy.

### **Boost**

Our Software-as-a-Service (“SaaS”) services include the provision of the Boost module of e-tailize. The Boost module includes the Connect module plus Advertize. The features included can be found in the table on [this](#) page on our website. The Advertize integrations may differ from the Connect module.

### **Growth**

Our Software-as-a-Service (“SaaS”) services include the provision of the Growth module of e-tailize. The Growth module includes the Boost module plus Analyze. The features included can be found in the table on [this](#) page on our website. The Analyze integrations may differ from the other modules.

### **Translation service, as add-on to the above services**

Users are given the opportunity to have their product versions and product descriptions translated through our translation service that is based on AI.

An agreement with e-tailize can start on any day of a month and is entered into for a **definite period** of time or for an **indefinite period**.



### **Definite period**

If one of the two discount packages is chosen, the agreement lasts for a set period of 3 or 6 months. The second day of the next calendar month will be the formal start date of your contract term unless you subscribe at the second day of a month. So, if you subscribe on the 28<sup>th</sup> of March for a 3-month period, your contract commences on the 28<sup>th</sup> of March but your contract term will start at the 2<sup>nd</sup> of April. We will invoice the 2<sup>nd</sup> day of each calendar month. In the previous example the invoice dated 2<sup>nd</sup> April will contain the advance fee payment for 3 months as well as a pro rata amount for the 4 days the service has been used in the previous month March. Your contract will automatically renew for the same period, unless written cancellation is given before the next period starts. In the above example, cancellation must be made no later than July 1st to end the contract on July 2nd.

### **Indefinite period**

An agreement that has been entered into for an indefinite period (if one of the two discount packages has not been chosen) can be terminated by written notice at the end of the billing period – and before the new period starts. When a customer enters into an indefinite agreement that starts within a period of 4 days before the second day of the following month, the customer is obligated to pay for both these remaining days and for the period that runs from the second day of the following month until the first day of the next month. For example, if the start date is March 29, the customer must pay for the days from March 29 through April 1, and for the period from April 2 through May 1. The regular invoicing for this full period will then occur on May 2.

For customers who start their agreement outside the specific term of 4 days before the second day of the next month, the costs for the remaining days of the month in which the agreement starts will be billed. Subsequently, an invoice is sent on the next second day of the month for a full period.

## 2. Prices and other conditions

The (estimated) yearly turnover of the total of orders that (will) come in at e-tailize - via the user-connected integrations (excluding CMS/WMS links like: WooCommerce, Shopify, etc.) - determines the applicable price tier with monthly fees.

| Tier | Revenue* (€)                    | Connect (€) | Boost (€) | Growth (€) |
|------|---------------------------------|-------------|-----------|------------|
| 1    | 0<br>up to<br>100.000           | 99          | 119       | 149        |
| 2    | 100.000<br>up to<br>250.000     | 149         | 185       | 225        |
| 3    | 250.000<br>up to<br>500.000     | 249         | 285       | 325        |
| 4    | 500.000<br>up to<br>1.000.000   | 349         | 399       | 449        |
| 5    | 1.000.000<br>up to<br>2.500.000 | 475         | 525       | 600        |
| 6    | 2.500.000<br>up to<br>5.000.000 | 625         | 675       | 750        |
| 7    | 5.000.000 +                     | 825         | 900       | 975        |

\*Revenue through the connected marketplaces marketplaces.

The fees will be invoiced in advance as further described above and below. Invoices will be sent the 2<sup>nd</sup> day of each calendar month. A €2 fee per product translation will be invoiced in the following calendar month.



### **Why do we calculate our price based on (estimated) turnover?**

At e-tailize we want to make the current price, but also the future price of our platform, as predictable and transparent as possible for our customers. In addition, companies that generate more turnover also use more functionalities and resources. That is why we choose to reduce all factors that contribute to determining the price to one variable: turnover.

### **Important to know:**

- You are permitted to engage multiple projects within your e-tailize environment, **CONDITIONALLY** - if all these companies share identical Chamber of Commerce numbers. We maintain the authority to impose supplementary subscription fees for numerous (unique) Chamber of Commerce numbers registered to your account. Such companies will be billed as individual subscriptions, each subject to their respective pricing tiers.
- We apply a fair use policy. If excessive use is made of the integrations, number of products, number of orders, number of projects or number of freeriding companies, e-tailize reserves the right to charge extra costs for this pro rata or to apply a higher price tier.
- We reserve the right to change the price tiers. We will inform our users one month in advance when we do this and what the new prices will be.
- Within our agreements, the right of withdrawal (herroepingsrecht) is excluded, once undertaken - obligations cannot be unilaterally revoked.
- We will make reasonable efforts to assist with your onboarding on new marketplaces but are only responsible for ensuring that the integrations with those marketplaces on our website function properly or are fixed promptly if malfunctioning.
- If the customers revenue that comes in at e-tailize changes drastically, e-tailize is allowed to change the tier in the upcoming month and we will inform you about this change before the next billing period.
- If your current tier is or becomes incorrect, you are allowed to contact e-tailize to re-discuss your tier. It is the customers responsibility to make sure the tiers are still correct.
- If e-tailize or a customer notice that an incorrect tier has been invoiced - refunds or credits can only be applied to the last sent invoice.

### **When one of the two discount packages is chosen:**

We offer four standard types of discounts:

- 10% discount when a minimum of 3 months is purchased.
- 20% discount when a minimum of 6 months is purchased.

**Conditions:**

- The discount applies to the fees to be paid in advance. The discount does not apply to the fee for using the Translation service.
- Signing up for a discount period of 3 months leads to an advance fee payment of 3 months and signing up for a discount period of 6 months leads to an advance fee payment of 6 months. These agreements with a definite or fixed period cannot be cancelled by the user prior to the end of the term.
- Signing up for an indefinite period: no discount applies and the monthly fees will be paid in advance.
- A discount that falls outside one of these two types will still have to meet the conditions.
- Invoicing: all payments due in advance will be invoiced upon activation of the subscription. Or if it is not the first invoice - on the 2nd day of a calendar month. The fee for using the Translation service will be invoiced the 2<sup>nd</sup> day of the following calendar month.
- Payments can only be made only by direct debit. The relevant invoice amounts will be automatically debited from the IBAN account number or Credit Card within 14 days of the invoice date. The user must ensure that there is always sufficient balance in its bank account to pay amounts due. If a paid amount is reversed, e-tailize is entitled to block the account if appropriate.
- When making a chargeback for the first time, no additional costs will be charged. Every time after that €50 will be charged. After three Chargebacks, the customer will be placed on e-tailize's blacklist - which means that their subscription will be cancelled per the end of the current term, and they are not able to ever purchase an e-tailize subscription again.



### **3. Terms and Conditions**

The e-tailize Terms and Conditions apply to our services, to the exclusion of any other terms and conditions. The terms of this user agreement take precedence over the e-tailize Terms and Conditions. The e-tailize Terms and Conditions can be found on the e-tailize website [here](#).