SUPPLEMENTAL TERMS FOR MIRAKL PLATFORM

These terms govern Customer's access to and use of the Mirakl Platform and are made supplemental to the agreement between Mirakl and Customer (the "Agreement") governing Customer's access to and use of the Mirakl Cloud Services. All capitalized terms not defined herein shall have the meaning ascribed to them in the General Terms of Use or, if applicable, in an Order Form.

1.   DEFINITIONS

Customer Platform
means an online e-commerce platform operated by Customer for its own business needs through which Sellers can sell products and/or services to end-customers.

Mirakl Platform
means any of the following Cloud Services:

- Mirakl Marketplace Platform (MMP);
- Mirakl Platform for Services (MPS);
- Mirakl Dropship Platform (MDP);
- Mirakl One Creditor (M1C);
- Mirakl Catalog Platform (MCP);
- Mirakl Catalog Platform Advanced (MCP Advanced);
- Mirakl Catalog Manager (MCM); or
- Mirakl Catalog Manager Advanced (MCM Advanced).

Seller
means a third-party individual or legal entity who may offer and sell products and/or services on the Customer Platform.

2.   MIRAKL PLATFORM DESCRIPTION

The Mirakl Platform is a SaaS platform software that allows Customer to onboard, manage, and offer third-party products and services through Customer's own e-commerce website and under Customer's exclusive control.

Customer's relationship with all Authorized Users, including Sellers, is solely and exclusively between Customer and such party.

3.   PAYMENTS

Customer shall be solely and exclusively accountable to Sellers and is responsible for all payments made to Sellers. In this regard, Customer shall ensure consistency between payments received from end-customers and payments made to Sellers based on the data available on the Cloud Services.

4.   DISCLAIMER

MIRAKL EXPRESSLY EXCLUDES ANY AND ALL LIABILITY FOR ALL PRODUCTS AND/OR SERVICES MANAGED, OFFERED, AND/OR SOLD THROUGH THE MIRAKL PLATFORM.

5.   MIRAKL INVOICING ADD-ON

The Mirakl Invoicing add-on entitles Customer to configure and generate invoices using a rule engine. As further described in the Documentation, Customer can fully customize the content of those invoices, either directly within the Cloud Services, or through a request submitted via the Mirakl support portal. To that extent, Customer agrees and acknowledges that Customer is solely and exclusively liable for the compliance of those invoices with applicable law.

6.   MIRAKL DELIVERY MANAGER ADD-ON

If subscribed to by Customer in an Order Form, Mirakl Delivery Manager enables Customer to activate the "Order status automation" feature. Customer hereby acknowledges and agrees that since tracking information provided by Mirakl Delivery Manager is provided by third-party carriers, Mirakl has no control whatsoever on such information; and therefore, disclaims any warranties with respect to the accuracy of such tracking information. Customer's use of, and reliance upon, such information, remains Customer's sole and exclusive responsibility.

Mirakl's provision of Mirakl Delivery Manager is dependent on services provided by a third-party subcontractor. If such third-party functionality or services become unavailable, Mirakl may have to suspend or discontinue provision of this add-on.

7. MCM ADVANCED AND MCP ADVANCED

If subscribed to by Customer, MCM Advanced and MCP Advanced allow Customer to employ AI-based enhancements for its product descriptions, displays, and categorization management.

Customer acknowledges that use of such features relies on AI-based technology, and it is Customer's sole decision whether to and employe use such features, and to validate the resulting outcomes before use. Mirakl does not control the outcomes resulting from such AI-based technology, and Mirakl disclaims all warranties of any kind (whether express or implied) with respect thereto. Customer is and remains exclusively responsible for its selection and use of such third-party based enhancements and the output thereof.