

Reporting Platform Terms and Acceptable Use Policy

As part of your participation in the retail sales monitor (“RSM”), you may access and use this platform which allows you to upload data and view reports (“the Reporting Platform”). The data you upload and use of the RSM will be governed by the terms and conditions available at www.brc.org.uk/retailsales (“BRC Terms”).

The Reporting Platform is operated by KPMG LLP (“we”/“us”/“our”/“KPMG”). When accessing and using the Reporting Platform, the following terms will apply.

You acknowledge that the Reporting Platform is the property of KPMG or its licensors. You acknowledge that except for the limited rights granted to you by KPMG, you acquire no right or interest of any kind in or to the Reporting Platform.

We acknowledge that the organisation on whose behalf you access the Reporting Platform retains ownership of the data you upload to the Reporting Platform. You acknowledge that any other data or any reports you access through the Reporting Platform including via your dashboard is the property of the British Retail Consortium (“BRC”) and licensed to you in accordance with the BRC Terms.

You agree not to distribute, sublicense, rent, lease, or lend the Reporting Platform in whole or in part, or use it to offer hosting services to a third party. You agree not to disassemble, decompile, reverse engineer or in any other way modify the Reporting Platform and not to hack into or otherwise attempt to access other areas of the Reporting Platform or KPMG’s computers or networks to which you have not been granted access. You also agree not to work around any technical limitations in the Reporting Platform or restrictions in the Reporting Platform documentation.

Use of the Reporting Platform is restricted to your Authorised Users (as defined below). The BRC will direct KPMG to set up your user accounts for those of your agents, employees or contractors you wish to be able to access the Reporting Platform (each individual then being an “**Authorised User**”). You must not provide access to the Reporting Platform to any person other than your Authorised Users and you must tell us as soon as reasonably possible if any Authorised User no longer requires access to the Reporting Platform.

Authorised Users must keep their access credentials secure and must not disclose them to another person. You will be responsible for ensuring that the Authorised Users comply with these terms and will be responsible for any acts/omissions of the Authorised Users when using the Reporting Platform.

You agree to notify KPMG promptly if you become aware of any event or action which might reasonably impair the Reporting Platform’s security, such as improper access to the password of an Authorised User.

Any violation of any of these terms may result in suspension of your use and access to the Reporting Platform. KPMG will suspend your use and access to the Reporting Platform only to the extent reasonably necessary to prevent any material violations. Unless KPMG believes an immediate suspension is required, KPMG will provide reasonable notice before suspending your access to the Reporting Platform.

You and your Authorised Users not use the Reporting Platform:

- i. in a way prohibited by law, regulation, governmental order or decree;
- ii. to violate the rights of others;
- iii. to try to gain unauthorised access to or disrupt any service, device, data, account or network;
- iv. to spam or distribute malware;
- v. in a way that could harm the Reporting Platform or impair anyone else's use of it;
- vi. in any application or situation where failure of the Reporting Platform could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or
- vii. to assist or encourage anyone to do any of the above.

The Reporting Platform is not intended to be used as a store of data and you should ensure you have a copy and any required back-ups of any of your data used by the Reporting Platform.

KPMG does not guarantee that the Reporting Platform will be free from viruses but will ensure that it uses at all times up-to-date anti-virus software and services from a reputable provider in accordance with good industry practice to protect such platform. KPMG is not responsible for any damage caused by viruses. You are advised to use appropriate anti-virus software also.