

Terms & Conditions

1. This Service

The Trendle Analytics software application is provided by Lock Softwares Ltd to you. Your use of this Service and any additional services introduced by Us and contained within constitutes acceptance by You of these Terms & Conditions.

In accessing and using any Lock Softwares Ltd product or Service as a customer on a free trial basis or as part of a subscription account package, you are agreeing to the following terms and conditions (the "Agreement"). Additional contractual terms may apply to some Services so it is important that you are familiar with all of the terms applicable to Your use of Our Service.

The Trendle Analytics Software is wholly owned by Lock Softwares Ltd whose registered number is 09797840 and registered address is at Suite 010, Hurlingham Studios, Ranelagh Gardens, SW63PA, London, UK. This Agreement constitutes an agreement between You (including all subscribed Users of your Trendle Analytics account) and Us governing Your use of the Service. This Agreement supersedes any prior agreements between You and Us (including but not limited to any previous version of this Agreement).

We reserve the right to update or change this Agreement without notice. Any new features that augment or enhance the current Service, including the release of new tools or resources, shall be subject to this Agreement and the failure of Lock Softwares Ltd to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Violation of any of the terms below may result in the suspension or termination of Your Account or License to use the Service. Whilst We prohibit unauthorised conduct and content on the Service as indicated below, You may be exposed to such materials and You agree to use the Service at Your own risk and We shall not be liable in such event. This Agreement was last updated on 18/07/2017.

2. Definitions

2.1. "Confidential Information" has the meaning set out in clause 11.3;

2.2. "Effective Date" means the date the account was created;

2.3. "Renewable Period" means the contract duration of any subscription;

2.4. "Intellectual Property Rights" means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register the same (present, future and contingent), and including all renewals, extensions, revivals and all accrued rights of action);

2.5. "Insolvency Event" means: in relation to a corporate entity, any of the following events:
(i) a petition is presented applying for an administration order to be made in respect of the other party or a petition is presented or notice is given or an order is made or an effective resolution is passed for the liquidation or winding up (or any similar judicial process) of the other party;
(ii) the other party seeks or enters into any composition or arrangement for the benefit of its creditors or convenes a meeting for the purpose of making such arrangement or composition or suffers or permits any distraint or distress proceedings or an encumbrancer takes possession or an administrative receiver or a receiver or manager is appointed of all or any part of its assets or undertaking or if it takes or suffers any similar action in consequence of debt or a judgment is entered and is not paid out within seven days; or
(iii) the other party ceases or threatens to cease to carry on its business or substantially the whole of its business or disposes of its undertaking or stops payment or threatens to stop payment of its debts as and when they fall due or is deemed to be unable to pay its debts as they fall due within the meaning of section 123 Insolvency Act 1986; 1.6. "Order Form" means the documentation whether physical or on-line confirming an order with Lock Softwares Ltd which sets out the requested Service, the Subscription Term, payment schedule and payment due dates as agreed between the parties;

2.6. "Service" means all products or services provided by Us, ordered by you either under a free trial or via an Order Form and made available by Us to you online via our Website a detailed description of which can be found on the Website.

2.7. "Software" means all human readable, machine operable and all other forms of the software which comprise the Services and incorporating all forms of any modifications made to it by Lock Softwares Ltd from time to time;

2.8. "Subscription Term" means the duration for which you subscribe to the Service comprising of the Initial Period and the Renewal Period;

2.9. "We", "Us", "Our" or "Lock Softwares" means Lock Softwares Ltd whose registered number is 09797840 and whose registered address is at Suite 010, Hurlingham Studios, Ranelagh Gardens, SW63PA, London, UK;

2.10. "Website" means www.locksoftwares.de or www.trendledeals.com or www.trendle.io or such other website on which we may make the service available;

2.11. "User" means the individuals for whom a subscription has been ordered and who are authorised by you to access and use the Service; and

2.12. "You" or "You" means you, the person using our products, Service or visiting our Website.

3. Description of Service

3.1. The Service shall be provided to you as set out in the applicable Subscription page. Any new features which are subsequently added to the Service during the Term shall also be, unless agreed otherwise in writing, subject to this Agreement.

3.2. We take all reasonable steps to ensure that the Service is available and functioning fully at all times. However, We cannot guarantee that the Service will be continuously available as the Service may be unavailable from time to time due to either (a) scheduled downtime for Service upgrades and/or maintenance; and/or (b) any circumstances which are beyond Our control such as technical failures.

3.3. We will not accept under any circumstances the liability for any loss of customer data whether that be through general use, hacking or server failure.

3.4. We will operate one weekly backup of the subscription account data and the server itself.

4. Free trials

4.1 We offer a free trial of Our Trendle Analytics solution. The free trial period is for 30 days and includes use of all services for free for the exception of the following: (a) email packages may not be purchased for free, (b) FBA Refunds feature will require a valid payment method to be entered in order to use the feature during the free trial period.

4.2 Trial or offer periods or discount vouchers are offered at our sole discretion and are subject to withdrawal and change at any time and without notice.

4.3 These Terms and Conditions apply to all trial or offer period accounts.

4.4 Only 1 free trial period is allowed per customer of this service. Any Users creating any subsequent accounts in order to benefit from another the free trial will have access to their account blocked until a valid payment method is entered and payment for the relevant services has been made.

4.5. Right of Refusal. We have the right to accept or decline trial and paid account requests in its sole discretion with no obligation to detail the reasoning behind such decision.

5. Eligibility

You must be a minimum age of 18 to register on and use the Service. By registering and using the Service you warrant that you are 18 or older and understand your obligations under these Terms & Conditions.

6. Registration and Account Integrity

6.1 As part of the registration process you will need to create an account, including a username in form of an email address and password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or email and password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.

6.2 If for any reason you suspect that your username and password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username and password or other details.

6.3. In order to subscribe to our Service, each account must be connected to an individual person. In the circumstance where you are an organisation, each account must be assigned to an individual employee at that organisation. We cannot accept any subscriptions where accounts are registered or run through automated methods.

6.4. You must provide your full legal name, a valid email address and any other information requested by Us in order to complete the signup process and license.

6.5. You are responsible for maintaining the security of your account login information (username & password). We cannot and will not be liable for any loss or damage from failure to comply with this security obligation. You must notify Us immediately in the event of loss of your username and password.

6.6. We hereby grants you a limited, non-transferrable, non-exclusive licence to use and access the Service solely for your internal business purposes provided that you shall not: (a) licence, sub-licence, sell, resell, rent, lease, transfer, assign, distribute or otherwise exploit the terms of this licence or make the Service available for access or use by any person(s) other than the Users, save as for is expressly permitted by this Agreement or authorised by Us; (b) use the Service to process any data unlawfully or for any third party; (c) allow any unauthorised access to, or use of, the Service. You must notify us immediately in the event that you become aware of any such unauthorised access to, or use of, the Service; (d) modify, adapt, decipher, decompile, reverse engineer or otherwise attempt to determine the source code of the Software which makes up the Service except as otherwise expressly permitted by law; (e) use the Service in an unlawful manner including, but not limited to, the infringement of any third party intellectual property rights or use of the Service in breach of any third party's privacy rights; (f) use the Service in a manner that interferes or disrupts with the provision of the Service by Lock Softwares Ltd to third parties; (g) use the Service to upload, store or transmit any malicious code or other similar harmful software such as viruses, malware or trojan horses; (h) use the Service to make any transmission, display or publication of any material which is of a defamatory, offensive, abusive or menacing character to any other person; or (i) use the Service for any transmission, display or publication of any material in breach of the Data Protection Act 1998 (or any amending statute) dealing with data protection or similar legislation in any other country of any material which is confidential or is a trade secret.

6.7. You are responsible for ensuring that the Users comply with the terms of this Agreement and that Users do not access or use the Service in breach of this Agreement.

6.8. Where you have signed-up for a subscription account, you may not transfer your concurrent licence to use and access the Service to any third party;

6.9. You may not use your account for any illegal or unauthorised purpose. You must not, during your use of this Service, violate any laws in your jurisdiction (including, but not limited to copyright laws).

6.10. You agree to indemnify Lock Softwares Ltd against all and any losses, costs and expenses Lock Softwares Ltd may incur as a result of any breach by you of this clause 4.

7. Pricing, Plans and Features, Payment and Credit Control, Cancellation

7.1 For current pricing and plans please see the pricing page located on our website.

7.2 We reserve the right to change pricing, plans and the features offered at any time and without notice to you.

7.3 We offer rolling monthly accesses (called monthly) contracts and one off purchases (called extras) which incur a one time fee and have a defined usage.

7.4 Automatic Emails feature is an extra where you can purchase a defined number of email allowance at a set price. Once bought, this allowance has no time limit and can be used over any time period. No refunds are offered.

7.5 We may offer one or several monthly subscriptions to which you can choose to subscribe to or not. Only pro-rata refunds are issued in case of upgrading subscription levels. No refund nor pro-rata refund is issued for downgrading plan. The new subscription price will be applied from the next billing cycle. Features and usage limitations will be applied from the moment of change of subscription. In case of subscription upgrades, the features and usage limitations of the newly subscribed to plan will be available immediately and the pro-rata adjustment will also be implemented immediately.

7.6. You shall be billed for the Service on the date of Renewal Period of Your subscription term.

7.7. We reserve the right to suspend or terminate access to the Service upon seven (7) days written notice to you in the event of late or non-payment of Our invoices.

7.8. Notwithstanding the payment schedule for the Services to which you have subscribed, certain Services may incur additional charges which will be invoiced monthly to you.

7.9. Upon cancellation of an account, payment is to be made up to the end of the billing period you are in. Under no circumstances shall any refunds for non-use of the Service be given due to early termination of the Service by you without cause.

7.10 All services are billed monthly in advance, for the exception of FBA Refunds feature which is billed at the end of the billing cycle month.

7.11 Your billing cycle date begins on the date you created your account. Once your free trial account period is completed, you will be immediately charged for the necessary full account. Your monthly payment will be due from that date each month onwards.

7.12 It is a condition of use that a valid debit or credit card is provided at all times in order for your account to remain active.

7.13 Where a credit or debit card payment request is made by us and is declined by your card company or bank (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and a valid credit or debit card is associated with your account or accounts.

7.14 You may cancel your account or accounts at any time.

7.15 Cancellation should be done by “cancel account” in your Settings.

7.16 Cancellation by any other means, including (but not limited to) telephone call, fax, text or instant message is not valid.

7.17 No refunds will be provided for remaining unused days under a monthly account or annual accounts.

7.18 Users have the ability to upgrade or downgrade their accounts and the services offered at any time.

7.19 Where an account is downgraded the applicable user will be responsible for all the data within the account and any loss of data caused by the downgrading and removal of any service within the account connected to the downgrade.

7.20 We are not liable nor responsible for any negative impact, including account suspension and warnings from Amazon for misuse of the Automatic Customer Emails feature. Technical aspects of this feature remain in accordance with Amazon’s TOS. It is the Users responsibility to ensure all campaigns created within Trendle Analytics software to comply with the latest Amazon Terms Of Service.

7.21 We are not liable nor responsible for any suspension or damage of the Users Amazon Seller Central account in case of FBA Refunds complaints from Amazon. We continually update our software and processes to stay up to date with Amazon’s TOS to the best of our knowledge and ability.

7.22 We are not liable nor responsible for any over spend or campaign performance issues with regards to the Advertising Performance feature. The User is sole responsible to ensure the manual changes and the settings for the automatic algorithms are set properly.

7.23 Data represented throughout Our software does not constitute legal nor financial nor any other professionally certified nor binding information

8. Modifications to the Service and Prices

8.1. We reserve the right to increase and decrease prices at any time. In most cases, notice will be given of at least 30 days in advance of any price changes. In the event that you do not agree to any price change of which you are notified, you may terminate this Agreement within the aforementioned 30 day notice period on written notice to Us.

8.2. In order to fulfil Our obligations in managing and upgrading the Service, We may at any time amend the Service and any documentation relating thereto for any reason including, but not limited to: legal, technical, or business considerations.

8.3. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Lock Softwares Ltd or any Lock Softwares Ltd product.

9. Support

9.2. A support ticket may be raised by you at any time but you acknowledge that We will only respond during UK business working days.

9.1 Technical support is provided via email and such other means as we decide in order to provide a proper service to users.

9.2 We reserve the right not to provide a full technical support service to free or trial account users.

10. Code and Data Ownership

10.1. Any data entered in your live account database or uploaded to the Service remain yours at all times and can be supplied if needed as a digital file upon request.

10.2. We do not pre-screen any content, but reserve the right to refuse or remove any content available via the Service although you acknowledge and accept that We are not obliged to monitor such content as a standard part of the Service provided.

10.3. We house all Software on servers which are either owned by Us or leased from third parties base within the European Union.

10.4. The Lock Softwares Ltd code will not be accessible for any subscription accounts.

10.5. We shall have the right to collect and analyse data and other information in relation to your use, provision and performance of the Services and We will be free to (i) use such data and information (during the term of the agreement and thereafter) in an aggregated and anonymised form to create reports and improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Lock Softwares Ltd offerings, and (ii) in connection with its business disclose data and information on an aggregated and anonymised basis to third party commercial partners and investors.

10.6 You warrant that any content provided by you does not belong to a third party whose rights have been violated by the content being posted on to the Service. Furthermore, if any content is owned by a third party you agree to pay all royalties, fines and settlements owed to that party, without seeking any contribution from us.

10.7 We do not condone or encourage in any way the posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content.

10.8 Where notified of such breaches by the owner of such content we will remove the content from the Service as soon as practicable. But only where we can reasonably ascertain the true owner of such content.

10.9 If as the owner of such content you believe that your rights have been infringed you should contact us as soon as possible and provide all relevant information in writing.

11. Confidentiality

11.1. We will at all times be committed to ensuring the confidentiality of information. Any information submitted by the customer will only be used by Us in accordance with the instructions of the customer or in accordance with the terms of this agreement.

11.2. To the extent necessary to implement the provisions of this Agreement each party may disclose the Confidential Information to those of its employees and sub-contractors as may be reasonably necessary to perform its obligations under this Agreement, provided that before any such disclosure each party shall make those employees and sub-contractor aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees and sub-contractors with this clause 11.

11.3. Each party agrees and undertakes that during the term of this Agreement and thereafter it will keep confidential, and will not use for its own purposes, any information of a confidential nature (including without limitation trade secrets and information of commercial value) which may become known to that party from the other party ("Confidential Information") nor without the prior written consent of the other party disclose to any third party any Confidential Information unless the Confidential Information: (a) is in the public domain at the Effective Date of this Agreement; (b) is already known to that party at the time of disclosure; (c) becomes public knowledge other than by breach of this Agreement; or (d) subsequently comes lawfully into the possession of that party from a third party who is under no obligation of confidentiality.

11.4 Users can freely add content to the Service. We do not monitor or assume any responsibility for content posted onto the Service. If at any time we decide to monitor the Service on any occasion it does not mean that we assume responsibility for removing any content or the conduct of any users at the time or in the future.

12.1. We warrant that:

12.1.1 We have the right to provide the Service and any accompanying materials as contemplated under this Agreement and that each of the foregoing, and their provision in accordance with the terms of this Agreement, does not and will not infringe the Intellectual Property Rights or other rights of any third party;

12.1.2 the Service will operate and function as described on the website;

12.1.3 the Service will be provided with all due care, skill and diligence and by means of appropriately qualified and skilled personnel.

12.2. Although We do not warrant that the Service supplied hereunder shall be free from all unknown viruses, We warrant that We have checked the Software for the most commonly known viruses.

12.3. Except as expressly set out in this Agreement and subject only to clause 15.1, no implied conditions, warranties or other terms, including any implied term relating to satisfactory quality or fitness for any purpose, will apply to the Service or to anything else supplied or provided by Us under this Agreement.

13. Term and termination

13.1. This Agreement shall commence on the date upon which you first access the Service (the "Effective Date") and shall continue in full force and effect for the contract term unless terminated in accordance with the provisions of this clause. If you sign-up for a free trial period and do not wish to convert to a subscribed Service package, this Agreement shall automatically expire at the end of the free trial period.

13.2. You may terminate this Agreement without cause by cancelling your account within your account settings. Any outstanding fees will be billed.

13.4. We may terminate this Agreement without cause with one (1) days' or more prior written notice to you to take effect only on the anniversary of the Effective Date.

13.5. Without prejudice to any other rights to which it may be entitled:

13.5.1 either party may terminate this Agreement with immediate effect if the other party commits any material breach of any of the terms herein and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-clause 13.5.1 of the breach, such notice to refer to the notifying party's intent to terminate this Agreement unless the breach is remedied; or

13.5.2 either party may terminate this Agreement with immediate effect if the other suffers an Insolvency Event; or

13.5.3 in the case of a force majeure event either party may terminate this Agreement with immediate effect pursuant to that Clause.

13.6. We may, as an alternative to sub-clause 13.5.1 above, cancel your access to the Service with immediate effect if you are in material breach of any obligation in this Agreement.

13.7. Verbal, physical, written or other abuse (including threats of abuse or retribution) directed towards any Lock Softwares Ltd customer or employee will result in immediate account termination.

13.8. We reserve the right to terminate or suspend any or all of its customer accounts at will and if reasonably necessary. Discretion will be used, and action may be taken if needed to ensure server integrity for other customers.

13.9 As a user you agree not to do any of the following:

- Abuse, harass, threaten, stalk, defame or in anyway seek to violate the rights of another user or third party.

- Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.
- Use or harvest data provided by other users in a way that they would object to.
- Encourage illegal activity or activity that violates the rights of other Service users or third parties, whether individuals or organisations.
- Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.
- To pose as another user, third party or organisation employee for the purposes of obtaining user or third party information.
- To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.
- Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by us and users.
- Reframe or repurpose the Service or any content on it, remove, obscure or block any notices (and advertising as applicable) provided by us on the Service.
- Load or provide access to content on the Service or link to other content from the Service, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.
- Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.
- Use any robot, spider, scraper or other technical means to access the Service or any content on the Service.

13.10 If you breach these Terms & Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and to the Service. Such harm is difficult to quantify and as such you agree to pay us the sum of £50 for each and every individual email or other communication sent to a user or third party.

13.11 The above list in Claus 13.9 is not intended to be exhaustive. We reserve the right to remove (with or without notice) any content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of these Terms and Conditions.

14. Disclaimer

14.1 We are not responsible for the accuracy of any content on the Service, nor any advertisements placed on the Service.

14.2 We are not responsible for any links to third party websites from the Service and the inclusion of any link does not imply an endorsement of a third party website or service by us.

15. Limitation of Liability

We shall not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including loss of profits.

16. Indemnity

You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third party arising from your breach of these Terms & Conditions whilst using the Service or any other service provided by us.

17. Privacy

Use of the Service is also governed by our Privacy Policy, which can be found on our site.

18. Severability

The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

19. Waiver

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

20. Jurisdiction

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.