

RSS WEBSITE TERMS AND CONDITIONS

Retail Spotter Solutions (RSS)

Effective date: 5 September 2026

1. Who we are

This website is operated by The Ministry Group Elevation Ltd, a private limited company trading as Retail Spotter Solutions (RSS).

Company number: 16273971

Registered office: 3rd Floor, 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE

Registered in: England and Wales

Email: info@retailspottersolutions.com

Website: <https://www.retailspottersolutions.com/>

2. Scope of these Terms

These Terms and Conditions govern your access to and use of the RSS website, including pages, information, forms, links, downloads and other website content made available by RSS.

By using the website, you agree to comply with these Terms. If you do not agree with them, you should not use the website.

These Website Terms do not themselves create an RSS Client service relationship, appoint RSS as your agent, require RSS to accept an application, or oblige RSS to provide Buyer Opportunities or any other Client service.

3. Business use of RSS services

RSS Client services are intended for businesses and persons acting wholly or mainly for purposes connected with a trade, business, craft or profession. They are not intended to be purchased by consumers acting wholly or mainly outside a business purpose.

A person submitting an application on behalf of a business must be authorised to provide the information submitted and, where applicable, to make or progress commercial decisions for that business.

4. Website information and service descriptions

RSS aims to keep website information accurate and reasonably up to date. However, website content is provided for general information and may be changed, corrected, suspended or removed from time to time.

References on the website to Standard, Premium, Buyer Opportunities, Sales Assurance, catalogues, product promotion, handover support, pricing or other RSS services are summaries only. The detailed rights and obligations of an accepted Client are governed by the Client Services Agreement and any application, service-level selection or pricing acceptance expressly incorporated into that relationship.

Catalogue inclusion, product promotion or product pitching may be described on the website as possible additional benefits. Unless expressly stated otherwise in a written agreement with RSS, these activities are supplementary, subject to availability and are not guaranteed.

Nothing on the website is legal, financial, tax, regulatory or professional advice. You should obtain your own advice where appropriate for your business or products.

5. Applications and approval process

Submitting an RSS Client application does not mean that the application has been accepted and does not, by itself, create a Client service relationship or require payment.

The current RSS process is:

- the applicant submits the Client application;
- RSS reviews the application and may accept or reject it at its discretion;
- if the application is accepted, the RSS Client Services Agreement is completed;
- RSS then sends the applicable payment link or payment instructions;
- the Client makes the required payment; and
- the RSS service starts after the required contractual and payment steps have been completed.

RSS may request further information before deciding whether to accept an application. RSS may refuse an application where it reasonably considers the business, products, information supplied, legal position, operational requirements or proposed use of the service unsuitable.

An applicant must ensure that information submitted is accurate, complete and not misleading, and must update RSS if material information changes before the application is accepted.

6. Client Services Agreement takes priority

If RSS accepts an application, the Client service relationship is governed by the separate RSS Client Services Agreement together with any accepted application, service-level selection and pricing acceptance.

If there is any inconsistency between these Website Terms and the Client Services Agreement in relation to an accepted Client service, the Client Services Agreement will take priority.

The Client Services Agreement governs matters including Buyer Opportunities, Standard and Premium service levels, Sales Assurance, Sample and Sale or Return obligations, reporting, non-response, fees and deductions, non-circumvention, suspension, termination, credit and liability.

7. Payments

RSS does not require payment merely because an application has been submitted. Where RSS accepts an application and the Client Services Agreement has been completed, RSS may provide a payment link or bank payment instructions.

Payments may be processed through a third-party payment service provider or through RSS's banking provider, depending on the payment method used at the time. The relevant payment page or instructions will identify the provider or account to be used.

Any third-party payment provider may apply its own terms, privacy information, security checks or payment procedures. RSS is not responsible for the independent operation of a third-party payment service, except to the extent that the law does not permit responsibility to be excluded.

8. Buyer Opportunities and commercial outcomes

RSS provides a business introduction service. Website references to qualified Buyer interest or Buyer Opportunities do not guarantee that any Buyer will place an order, stock a product, enter into a Sale or Return arrangement or complete any other commercial transaction.

RSS is not the buyer, seller or contracting party in transactions between Clients and Buyers. Commercial terms, pricing, orders, payment, delivery, returns, product compliance and any resulting contract are matters for the Client and Buyer, subject to the Client Services Agreement.

9. Information, images and materials you submit

If you submit information, product photographs, logos, documents or other materials through the website or an RSS-linked application form, you confirm that:

- you are entitled to submit them and to permit RSS to use them for the purposes described below;
- they are accurate so far as they relate to your business, products or application;
- they do not knowingly infringe another person's intellectual property, confidentiality, privacy or other legal rights; and
- they do not contain unlawful, malicious or misleading material.

You grant RSS a non-exclusive, royalty-free licence to use, copy, resize, format and share submitted product images, logos and product information only as reasonably necessary to assess an application and, if the application is accepted, to provide the RSS services. This may include Buyer-facing catalogues or promotional material where applicable. Any wider use remains subject to the Client Services Agreement and applicable law.

You remain responsible for the underlying accuracy, legality and rights associated with material you provide.

10. Intellectual property

Unless otherwise stated, the website and its original content, layout, branding, graphics, text, documents and other materials are owned by or licensed to RSS and are protected by intellectual property law.

You may view, print or download reasonable extracts for your own internal business evaluation of RSS services. You must not reproduce, republish, sell, license, distribute, alter or commercially exploit website content without prior written permission from RSS, except where the law allows it.

Retail Spotter Solutions, RSS branding and associated logos must not be used in a way that suggests endorsement, partnership or authority without RSS's written permission.

11. Acceptable use

You must not use the website, forms or linked RSS systems:

- for any unlawful, fraudulent or misleading purpose;
- to impersonate another person or business, or submit information without proper authority;
- to introduce malware, viruses, harmful code or other material intended to interfere with systems or data;

- to attempt unauthorised access to the website, servers, databases, forms or connected systems;
- to scrape, harvest or systematically extract website content or data by automated means where this is not permitted by law or by RSS;
- to infringe intellectual property, confidentiality, privacy or other rights; or
- in a way that could damage, overload, disable or materially disrupt the website or RSS operations.

RSS may restrict or block access where it reasonably believes these Terms have been breached or website security is at risk.

12. Third-party websites and services

The website may contain or link to third-party services, including Fillout, YouTube, Calendly, social-media pages, payment services, banking services or other external websites and tools.

Third-party services are operated independently and may have their own terms, privacy notices and technical requirements. RSS is not responsible for third-party content, availability, security, statements or practices merely because the website links to or embeds them.

A link or embedded feature does not necessarily mean that RSS endorses every statement, product or service provided by that third party.

13. Website availability and security

RSS aims to keep the website available and secure, but does not guarantee that it will always be available, uninterrupted, error-free or free from all technical issues.

RSS may suspend, withdraw, restrict or change all or part of the website for maintenance, security, operational, legal or business reasons. Where reasonably practicable, RSS may provide notice of significant planned changes, but is not obliged to keep every website feature available permanently.

You are responsible for using appropriate device security, browser updates and malware protection when accessing the internet.

14. Liability for website use

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

Subject to the paragraph above, and to the fullest extent permitted by law, RSS is not liable for loss arising solely from:

- temporary inability to access the website;
- reliance on general website information where the matter is governed by a separate Client Services Agreement or requires independent professional advice;
- third-party websites, embedded content or services outside RSS's reasonable control; or
- loss caused by a user's unlawful use, misuse of credentials, failure to protect its own systems or inaccurate information supplied by that user.

Where you become an accepted RSS Client, liability relating to the Client service is governed by the Client Services Agreement rather than this website liability section.

15. Access from outside the United Kingdom

The website may be accessed from outside the United Kingdom, and RSS may accept applications from businesses based outside the United Kingdom at its discretion.

Access to the website from a particular country does not mean that RSS offers every service in that country or that the service is suitable for every local legal or regulatory regime.

A business applying from outside the United Kingdom is responsible for checking and complying with laws that apply to its business, products, imports, exports, taxes, regulatory approvals and commercial activity in the places where it operates or supplies products.

RSS may decline or restrict a service where legal, regulatory, sanctions, payment, operational or practical considerations make it inappropriate to proceed.

16. Privacy and cookies

Personal information collected through or in connection with the website is handled in accordance with the RSS Website Privacy Policy.

The website may use necessary cookies and, where implemented, third-party features that use cookies or similar technologies. RSS will provide appropriate cookie information and consent controls where required by applicable law.

17. Changes to these Terms

RSS may update these Terms from time to time to reflect changes to the website, RSS operations, law, regulation or business practices. The latest version will be published on the website with its effective date.

Changes to these Website Terms do not by themselves amend an already executed Client Services Agreement. Any change to an existing Client service relationship will be dealt with under that agreement or by another legally effective method.

18. General legal provisions

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be treated as modified to the minimum extent necessary or, if that is not possible, removed. The remaining provisions will continue in effect.

A delay or failure by RSS to enforce a right under these Terms does not mean that RSS has waived that right.

Except where the law provides otherwise, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce them.

19. Governing law and jurisdiction

These Terms and any non-contractual obligations arising from or connected with them are governed by the law of England and Wales.

Subject to any mandatory law that cannot lawfully be excluded, the courts of England and Wales have exclusive jurisdiction over disputes arising from or connected with these Terms or use of the website.

20. Contact us

Questions about these Website Terms may be sent to:

Retail Spotter Solutions (RSS)

The Ministry Group Elevation Ltd

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Email: info@retailspottersolutions.com