

Temu | Data Access Portal Terms of Use

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If you request to access publicly accessible data on Temu (the “**Data**”), your use of the Portal and Data is subject to these Terms of Use. These Terms of Use are an agreement between you and Whaleco Technology Limited, an Irish company (“**Temu**” or “**us**”). By clicking to accept these Terms of Use, you agree to be bound by them and if you breach them, your access to the Data may be revoked by Temu. Please read them carefully, including the limitation of liability set out in Clause 3.

1. Definitions

- a. In these Terms of Use:
 - i. “**Affiliated Organisation**” means the organisation with whom you are affiliated, as identified in the Data Request;
 - ii. “**Research**” means the research detailed in the Data Request that was approved by Temu;
 - iii. “**Data Request**” means the application you submitted to access the Data that has been accepted by Temu;
 - iv. “**Portal**” means the online portal which Temu directs you to in order to apply for and access the Data;
 - v. “**Publication**” means any written, printed, or electronic material containing the results of the Research which is intended for public dissemination, distribution, or display or to be provided to any third party;
 - vi. “**Personnel**” means employees, officers, agents, representatives and/or professional advisers;
 - vii. “**Term**” means the period of access to the Data, as set out in the Data Request that was approved by Temu; and
 - viii. “**you**” means the qualified researcher whose request to access the Data has been approved by Temu.

2. Access and Use of the Data

- a. To use the Portal and have access to the Data, you must register an account by completing the registration process. You shall properly maintain and use your account, and you shall bear the sole and full responsibility and liability for any operation, action or commitment performed, taken or completed through your account, regardless of whether such operations, actions or commitments are undertaken by you or a third party (including your employees, contractors, or agents).
- b. You agree that:
 - i. you will only access and use the Data and Portal for the purposes of undertaking the Research and for no other purposes unless agreed in writing by Temu;
 - ii. without limiting clause 2.b.i, you will not access or use the Data or the Portal for: (1) developing or making available any services, products or for any commercial purposes; (2) personal use; or (3) any conduct that would be illegal or harmful to Temu’s services or harmful, damaging or abusive to Temu’s users;
 - iii. you will not attempt to identify any individuals in the Data, including by combining the Data with other datasets, or by otherwise attempting to de-anonymise, de-aggregate or de-pseudonymise the Data;
 - iv. you will not provide, disclose, reproduce, transfer, license or sell the Data, or otherwise make the Data or the Portal accessible, in part or in whole, to anyone else, except that you may make the Data available to third parties where you are required to do so under applicable law, provided that, to the extent possible under applicable law, you notify Temu in advance of sharing the Data;

- v. you will not make or use any copies or records of the Data in whatever form (including via screenshots of the Portal, written, oral, visual or electronic form);
 - vi. in using the Data, you will comply with all applicable laws and regulations including ensuring that the Data is processed in accordance with General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and any other laws relating to the use of personal data, privacy and cybersecurity; and
 - vii. without limiting clause 2.b.vi, you will implement appropriate technical and organisational measures to ensure a level of security appropriate to risk and protect against destruction, loss or unauthorised access to the Data, including keeping your log-in details and password for the Portal (“**Log-in Details**”) confidential and secure.
- c. You represent that (i) you have all requisite power, authority, consents and capacity to enter into these Terms of Use, grant the rights, licenses, permits and authorizations in these Terms of Use, and perform your obligations under these Terms of Use; and (ii) the information you submitted in the Data Request is true, accurate and complete in all respects.
 - d. If at any time any of the information included in the Data Request ceases to be true, accurate or complete, you must: (i) immediately notify Temu; and (ii) Temu may revoke your access to the Portal and the Data without notice.

3. Liability

- a. Temu does not give any representations, warranties or undertakings in relation to the Data or Portal, including in relation to the Data’s accuracy, completeness, quality or, the Portal’s or Data’s fitness for purpose, title or non-infringement. Any representation, condition or warranty which might be implied or incorporated into these Terms of Use by statute, common law or otherwise is excluded to the fullest extent permitted by law. You acknowledge that the Portal and the Data will not be error-free or made available on an uninterrupted basis. Your use of the Portal and the Data, your account, and the services provided by Temu is at your own risk.
- b. Nothing in these Terms of Use shall be deemed to limit or exclude any liability that cannot be limited or excluded under applicable law.
- c. Subject to clause 3.b, Temu will not be liable to you for any of the following losses arising out of or in connection with these Terms of Use or use of the Data (in each case, whether in contract, tort (including negligence) or otherwise): (i) any loss of profits, business, opportunity, goodwill, reputation, interruption of business or use, customers or revenue; (ii) anticipated savings, margin or wasted expenditure; (iii) loss or corruption of data; or (iv) any indirect or consequential loss or damage.
- d. Temu shall not, under any circumstances, assume any liability for the inability to perform or for the delay in performing any obligations under these Terms of Use due to any event beyond our reasonable control (including, internet connectivity failures, computer system failures, communications system failures, power failures, computer viruses, worms or trojans, hacking, epidemics, strikes, labour disputes, riots, uprisings, disturbances, fires, floods, storms or other acts of god, explosions, wars, government actions, judgments or orders from international or domestic courts).
- e. Subject to clauses 3.b , 3.c and 3.d, Temu’s aggregate liability to you arising out of or in connection with these Terms of Use (whether in contract, tort (including negligence) or otherwise) shall be limited to \$100 (USD).

4. Indemnity

- a. You shall defend, indemnify, and hold harmless Temu, its Affiliated Organization, employees , officers, directors, partners, shareholders, advisers, agents, licensors, suppliers, and contractors (collectively, the “**Indemnified Party**”) against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs

- (calculated on a full indemnity basis) (however remote and without a duty to mitigate) arising out of or in connection with (i) your access to or use of the Portal or the Data and (ii) your and your Personnel's breach of these Terms of Use.
- b. Without any prejudice to clause 4.a above, if Temu has actual indications that you or your Personnel violate or breach any provision of these Terms of Use, the applicable laws, or any third party rights (including but not limited to third party intellectual property rights and data protection rights), Temu shall be entitled to take one or more of the following measures to the extent permissible under the applicable laws:
- i. seek damages or compensation from you in accordance with these Terms of Use;
 - ii. suspend, restrict, limit or terminate part or all of your use or access to the Portal and Data;
 - iii. suspend your account;
 - iv. suspend or terminate these Terms of Use; and
 - v. any other measures we deem appropriate to remedy the violation.

5. Portal

- a. Temu will not charge any fees for your use of the Portal.
- b. You agree that in using the Portal, you will not:
- i. engage in any conduct that is likely to cause a security breach of your account or Log-In Details;
 - ii. obtain another user's Log-In Details, or other security information;
 - iii. use a third party's Log-In Details, conceal your true IP address, or otherwise impersonate or misrepresent your identity or your affiliation with any person or entity;
 - iv. violate or interfere with the proper functioning or security of any computer network;
 - v. run any form of auto-responder or "spam" on the Portal, any process that runs or is activated while you are not logged into the Portal, or any process that otherwise interferes with the proper functioning of the Portal (including by placing an unreasonable load on the Portal's infrastructure through overloading, "flooding," "mail bombing" or crashing the Portal);
 - vi. potentially harm the Portal, including but not limited to the violation of any security features of the Portal, use of manual or automated software or other means to access, "crawl," "scrape," or "spider" any page, data, or portion of or relating to the Portal or the introduction of viruses, worms or similar harmful code into the Portal;
 - vii. decompile, reverse engineer, or otherwise obtain the source code or underlying ideas or information of or relating to the Portal; and
 - viii. attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this list.

6. Confidentiality

- a. Without prejudice to clause 2.b.iv, you shall:
- i. not during the term of these Terms of Use or at any time thereafter, disclose to any person any non-public information, documents, data, content, materials concerning the business, assets, affairs, customers, clients or suppliers of Temu, including the Data (the "**Confidential Information**"), except as permitted in clause 2.b.iv;
 - ii. treat the Confidential Information as secret and confidential and follow any written instructions provided by Temu for the proper handling of the Confidential Information;
 - iii. ensure that you have appropriate security measures and procedures to protect the confidentiality of the Confidential Information. At Temu's request, you must immediately return or permanently destroy and delete Confidential Information, including copies of such Confidential Information stored in backups, archives or other offline locations;

- iv. not use the Confidential Information for any purpose other than to exercise your rights and perform your obligations under or in connection with these Terms of Use; and
- v. notify Temu as soon as reasonably possible and in any event within 48 hours from discovery if you become aware of any unauthorised access to the Portal, or any other unauthorised access, copying, use or disclosure in any form of any of the Confidential Information, and you shall assist Temu with mitigation efforts relating to such unauthorised access, copying, use or disclosure.

7. Data Protection

- a. You acknowledge and agree that if the Data is subject to the GDPR, you determine your own means and purposes of processing the Data and so are an independent controller.
- b. If you:
 - i. receive a communication from any regulatory authority or any audit or investigation from a regulatory authority, in each instance which relates to the Data; or
 - ii. are subject to: (1) a personal data breach that impacts the Data, or (2) a fine by any regulatory authority or any claim, proceedings or complaint by a data subject which relates to the Data,
 you will notify Temu as soon as reasonably possible and in any event within 48 hours from discovery.
- c. If Temu receives a request from a data subject under applicable law in respect of their personal data which is part of the Data, you will provide all reasonable assistance necessary for Temu to respond to the data subject.
- d. If you are located outside of the European Economic Area in a jurisdiction that has not obtained an adequacy decision by the European Commission, then you will process the Data in compliance with the obligations imposed on data importers by module one of the European Commission's standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in annex to Commission Decision 2021/914 which, as last amended, are available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj, and which are incorporated herein by reference. These standard contractual clauses are completed as follows:
 - i. For the purpose of Section II, Clause 11, the optional language is not used;
 - ii. For the purpose of Section II, Clause 13, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, acts as competent supervisory authority;
 - iii. For the purposes of Section IV, Clauses 17 and 18, Option 1 and Option (b) applies respectively and the EU Member State is Ireland;
 - iv. For the purposes of Annex I(A): the data exporter is Whaleco Technology Limited and you are the data importer;
 - v. For the purposes of Annex I(B), the transfer details are as follows: transfer of the Data you requested in your Data Request, which can be a one-time Data transfer or an ongoing transfer for real-time Data; the Data is processed as described in these Terms of Use; you will retain the Data only for as long as needed for the purposes identified in your Data Request;
 - vi. For the purposes of Annex I(C), the competent supervisory authority is the Data Protection Commission in Ireland; and
 - vii. For the purposes of Annex II, the technical and organization measures are those described in our [Data Access Portal Privacy Policy](#), "Data Security and Retention" section.

8. Publications

- a. You shall not include the Data or any other Confidential Information in a Publication without Temu's prior written consent.
- b. You agree to provide Temu with a copy of the Publication reasonably in advance (and in any event at least seven (7) days before the planned publication of the Publication).

- c. You shall only use Temu's name in a Publication to identify the source of the Data used to conduct the Research and shall not otherwise use Temu's name, branding, or logo without Temu's prior written consent. You shall not indicate, directly or indirectly, that Temu in any way endorses or agrees with the Research, the Publication or any results, conclusions or opinions set out therein.
- d. You agree that following publication of the Publication, Temu shall have the right use the Publication on a worldwide, royalty-free, non-exclusive, sublicensable (though multiple tiers), perpetual and irrevocable basis for product improvement, marketing, training and technical purposes.

9. Rights in the Data and the Portal

- a. All intellectual property rights in the Data and Portal throughout the world belong to Temu or licensors of Temu and the rights in the Data and Portal are licenced (not sold) to you. You acknowledge that you have no intellectual property rights in, or to, the Data and Portal other than the right to use them in accordance with the terms of these Terms of Use.

10. Amendments to these Terms of Use

- a. We may amend these Terms of Use at any time, and will notify you of the proposed amendments to these Terms of Use by email or another durable medium. The revised Terms of Use will take effect no less than fifteen (15) days from the date of such notification. Please check these Terms of Use whenever you use the Data or Portal to ensure you understand the terms that apply at that time. Your continued access and/or any continued use of any Data after such changes enter into effect, constitutes your agreement to and acceptance of all such changes.

11. Termination

- a. These Terms of Use will terminate at the end of the Term. Following termination of these Terms of Use, Temu make revoke your access to the Portal and the Data.
- b. Temu may unilaterally terminate your use of the Portal and/or any access to the Data for convenience with 30 days' advance written notice. When terminating these Terms of Uses with you, Temu will provide a reason for the termination. Notwithstanding the aforementioned, Temu may suspend or terminate your use of the Portal and/or any access to the Data immediately if (a) Temu is subject to a legal or regulatory obligation which requires us to terminate these Terms of Use with you in a manner which does not allow us to abide by the 30-day notice period; or (b) under an imperative reason pursuant to applicable law; or (c) we can demonstrate that you have repeatedly infringed the terms of these Terms of Uses.
- c. Temu reserves the right to revoke your access to the Data and terminate these Terms of Use for any reason without notice.
- d. If you want to terminate these Terms of Use, you may do so by ceasing to access or use the Data and the Portal.
- e. Clauses 8, 3, 6, 7, 9, 11, 12 and 13 will survive termination of these Terms of Use.

12. Sanction

- a. *Import and Export Compliance.* In using the Portal and Data, you agree to comply with all applicable import and export control laws, statutes, and regulations in your performance of these Terms of Use, including the requirements of the Export Administration Regulations, 15 C.F.R. 730-774, and the Office of Foreign Assets Control ("OFAC") regulations, Chapter V to 31 C.F.R., et seq., and other similar export control laws ("**Economic Sanctions Laws**"). This includes but is not limited to you refraining from sourcing any items from: (i) any origin subject to a comprehensive embargo by the U.S. Department of State or Treasury including for purposes of these Terms of Use, Iran, Syria, Cuba, and North Korea as well as the Crimea,

the so-called Donetsk People's Republic ("DNR") and the Luhansk People's Republic ("LNR") regions of Ukraine (including Sevastopol) ("**Embargoed Countries**"; (ii) any person or entity located in, or entity owned by an entity located in, any destination subject to a comprehensive embargo; (iii) any person or entity listed on the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the U.S. Government (parties listed (ii) and (iii) collectively, "**Embargoed Targets**"). This clause will apply regardless of the legality of such a transaction under local law. You represent and warrant that (i) you and your Affiliated Organisation are and always have been in compliance with all Economic Sanctions Laws against Embargoed Countries and Embargoed Targets; (ii) you and your Affiliated Organisation are not and have never been an Embargoed Target or otherwise subject to any Economic Sanctions Laws; (iii) neither you nor any of your Affiliated Organisation are (a) directly or indirectly owned or controlled by any person currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC or any other similar list maintained by any governmental entity, or (b) directly or indirectly owned or controlled by any person who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity; (iv) you shall promptly notify us if you or any of your Affiliated Organisation becomes directly or indirectly owned or controlled by any person described in subsection (iii) immediately above; (v) neither you nor any of your Affiliated Organisation or your or any of their officers, directors, managers, agents, or employees is a person who (a) is currently the subject of any investigation by OFAC or any other governmental entity imposing economic sanctions or trade embargoes ("Sanctions Investigation(s)"), or (b) is directly or indirectly owned or controlled by any Person who is currently the subject of a Sanctions Investigation; (vi) you shall promptly notify us if (a) you or any of your Affiliated Organisation, or any of your or their officers, directors, managers, agents, or employees becomes the subject of any Sanctions Investigation, or (b) any person who directly or indirectly owns or controls you or any of your Affiliated Organisation becomes the subject of any Sanctions Investigation.

13. General

- a. *Notices.* If you need to notify Temu in relation to these Terms of Use, please email partner@temu.com.
- b. *No partnership.* No agency, partnership, joint venture or other relationship is intended or created by your use of the Data.
- c. *Entire agreement.* These Terms of Use contain the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings between the parties, whether oral, written, electronic or implied.
- d. *Severance.* If any court or relevant authority decides that any provision of these Terms of Use is invalid, unlawful or unenforceable, its application in any other circumstances and the remaining provisions will not be affected. Further, the provision that has been deemed to be invalid or ineffective shall be enforced to the greatest extent permitted by law.
- e. *Headings.* The heading at the beginning of each paragraph is for reference purposes and in no way defines the scope or extent of such paragraph.
- f. *Waiver.* If Temu delays or does not enforce its rights against you, that does not waive that, or any other, right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- g. *Assignment.* You may not assign or novate these Terms of Use.
- h. *Cumulative Remedy.* Except as otherwise expressly provided herein, the rights and remedies under these Terms of Use are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

- i. *Governing law.* These Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Irish law, without reference to the rules on conflict of laws or the Convention on Contracts for the International Sale of Goods (CISG).
- j. *Jurisdiction.* Temu and you irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Use, their subject matter or formation.