

This Agreement contains the terms and conditions that govern the access and use of SocialOptic platforms and services (the 'Service').

Use

Services are provided by SocialOptic Ltd (the 'Supplier'). Subject to the terms of this Agreement, the Supplier hereby grants to the User a non-transferable, non-exclusive, licence to access and use the Service and Service Deliverables. Except for the rights specifically granted under this Agreement, the User is not given any right, title or interest in or to the Service.

Content and Access

The User is responsible for all Content posted and activity that occurs under their login, and commits not to use the Service for any illegal or unauthorised purposes.

The supplier maintains backups and works to ensure the integrity and availability of the Service and will provide system-level disaster recovery. The User is responsible for retaining back-up Data for any period of time as may be necessary to avoid loss or damage to the Data arising from the Services. The User shall hold the Supplier harmless from any claims or loss which could have been mitigated but for the Client's failure to do so. The Supplier will provide a Data Processing Addendum (DPA) to ensure compliance with the Data Use and Access Act 2025.

SocialOptic Ltd reserves the right, without obligation, to suspend accounts for reasons including, but not limited to, security threats, non-payment, or breach of terms, and to terminate this agreement for cause. All Content shall remain the User's sole property or the property of its respective legal owner. The Supplier shall have no liability for such Content. By uploading third party content, the User represents and warrants that to the best of its knowledge, it has obtained all necessary licences, permissions, consents and agreements necessary for the lawful use of such third party content by the Supplier and by third parties in accordance with this Agreement and in order for the Supplier to provide the Service.

The User acknowledges and agrees the Supplier does not control the Content posted by Users or third parties, and does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will the Supplier be liable in any way for any third party Content, including, but not limited to, any errors or omissions in any third party content, or any loss or damage of any kind incurred as a result of the use of any third party Content made available via the Service.

Upon termination of this Agreement for any reason, the Supplier shall provide the User with a period of thirty (30) days ("Transition Period") during which the User may access the Service solely to export and download User Content and Data in a structured, commonly used, and machine-readable format (such as CSV or JSON). Following the Transition Period, the Supplier shall, unless legally required to retain it, permanently and securely delete all User Data from its active systems in compliance with the Data Use and Access Act 2025.

Confidentiality

Each Party agrees to keep confidential, and not to use or disclose, other than as permitted by these Terms, any Confidential Information of the other Party unless the express consent of that Party is obtained in writing. Each Party who discloses Confidential Information of the other Party pursuant to these Terms must ensure that such recipients agree to maintain confidentiality and not disclose the Confidential Information to any other party.

Payment

In the event that any payment due is not made within 30 days of commencement of the Service, the Supplier will be entitled to levy interest and associated charges as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998, such late payment charges to be payable immediately by the Client on notification by the Supplier. In addition, the Client will reimburse the Supplier for any expenses reasonably incurred by the Supplier in the collection of such overdue payments.

Liability

The Supplier's total aggregate liability for direct losses shall be capped at 125% of the annual fee paid. The User expressly understands and agrees that the Supplier shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if the Supplier has been notified of the

possibility of such damages), beyond 125% of the annual fee paid. While the Supplier will run the system to the target SLAs, the Supplier assumes no responsibility for technical support or problems arising from or relating to third party systems.

Nothing in these Terms shall operate to exclude or limit the liability of either Party to the other for fraudulent misrepresentation or for death or personal injury arising out of its negligence nor for any other liability which cannot be excluded or limited by applicable law.

Disputes

Any dispute, controversy or claim arising (a 'Dispute') shall be resolved as provided in these conditions. Prior to the initiation of formal dispute resolution procedures, the Parties shall communicate as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute.

If the User and the Supplier are unable to resolve the Dispute within thirty days after the referral of the Dispute to them, then each Party will appoint a senior executive to negotiate the matter in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.

Force Majeure

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control. Such events include, but are not limited to, acts of God, flood, fire, war, terrorism, strikes, or the widespread failure of public infrastructure, the internet, or third-party hosting and communication services. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the Party not affected may terminate this Agreement by giving seven (7) days' written notice to the affected Party.

Variation of Terms

The Supplier reserves the right to update and change these Terms from time to time to reflect changes in the law, best practice, or modifications to the Service. We will provide the User with at least thirty (30) days' notice of any

SocialOptic Ltd, 2 Park Court, Pyrford Road, West Byfleet, Surrey KT14 6SD.

Registered in England and Wales No 6990426

socialoptic.com

material changes by posting a notice within the Service or by sending an email to the registered account holder. Any such changes will become effective upon the expiry of the notice period. The User's continued use of the Service after this period constitutes acceptance of the updated Terms. If the User does not agree to the changes, they must cease using the Service and may terminate the Agreement prior to the changes taking effect.

Governing Law

This Agreement is governed by the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

The Service look and feel are copyright ©2009-2026 SocialOptic Ltd. All rights reserved. You may not duplicate, copy, reverse engineer, or reuse any of the application or design elements without the express written permission of SocialOptic Ltd.