

# Target Applications Limited- Terms and Conditions for Service Provision

## 1. Definitions

"Target Applications Limited", a company registered in Scotland under company number SC369841 whose registered office is at Bigholm, Threepwood Road, Beith, North Ayrshire KA15 2JT and operators of the CX-Feedback Application.

"Client" refers to the person, firm, or organisation to whom Target Applications Limited provides Services, as described in the Service Agreement.

"Service Agreement" refers to the written agreement between the Client and Target Applications Limited outlining the scope and cost of Services to be provided.

"Services" refers to the work undertaken by Target Applications Limited for the Client as described in the Service Agreement.

"Confidential Information" refers to any information, whether in oral, written, electronic, or other formats, disclosed by one party to the other, which is not publicly available and is considered to be confidential.

"Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK including the Data Protection Act 2018 and UK GDPR, and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

"Data Subject" means the identified or identifiable living individual to whom personal data relates.

"Personal Data" means any information relating to a person a Data Subject who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number or location data.

"Subscription" means the single year annual amount paid by the Client for access to the Target Applications software.

## 2. Service Provision

- 2.1. Target Applications Limited agrees to provide the Services to the Client as detailed in the Service Agreement. Any changes or additions to the Services must be agreed upon in writing by both parties.
- 2.2. The Client agrees to provide all necessary information and materials required for Target Applications Limited to complete the Services in a timely manner.
- 2.3. Target Applications Limited will use reasonable efforts to complete the Services within the timeframe agreed upon in the Service Agreement, but cannot guarantee completion by a specific date.

### **3. Payment**

- 3.1. The Client agrees to pay Target Applications Limited the fees as set out in the Service Agreement.
- 3.2. Target Applications Limited will issue an invoice to the Client as agreed upon in the Service Agreement. All invoices are due for payment within 30 days of the invoice date.
- 3.3. Late payments may incur interest charges at a rate of 4% per annum above the Bank of England base rate, calculated on a daily basis from the due date until the date of actual payment.

### **4. Intellectual Property**

- 4.1. All Intellectual Property Rights created by Target Applications Limited in the course of providing the Services will remain the property of Target Applications Limited, unless otherwise agreed upon in writing by both parties.
- 4.2. The Client will have a non-exclusive, non-transferable licence to use any Intellectual Property Rights created by Target Applications Limited during the course of providing the Services, solely for the purpose for which the Services were provided.

### **5. Confidentiality**

- 5.1. Both parties agree to keep all Confidential Information confidential and not to disclose it to any third party without the prior written consent of the other party.
- 5.2. The obligation of confidentiality will not apply to information that is already in the public domain, is received from a third party who is not bound by a similar obligation of confidentiality, or is required to be disclosed by law.

### **6. Liability**

- 6.1. Target Applications Limited's total liability to the Client for any claim arising out of or in connection with the provision of the Services, whether in contract (excluding tort and negligence) or otherwise, will be limited to the amount paid by the Client for the Services.
- 6.2. Target Applications Limited will not be liable for any indirect, consequential, or special loss or damage, loss of profit, business, revenue, or goodwill, arising out of or in connection with the provision of the Services.

### **7. The Client's Data**

- 7.1. Target Applications Limited uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run their Services. Although Target Applications Ltd owns the code, databases, and all rights to the CX-Feedback Application, The Client retains all rights to their Data. All data storage provided by any third parties exists in the EU or UK in line with current legal regulations.
- 7.2. Target Applications Limited may place information concerning The Client on a database for internal use only. Target Applications Ltd will never disclose The Client's details to any third party unless required to by law.
- 7.3. While Target Applications Limited backs up Data daily, it does not warrant the reliability or quality of these backups. Target Applications Ltd is not responsible for any Data corruption or loss. The Client can download all data from the application at any time.

- 7.4. Target Applications Ltd is not responsible for inaccuracies in the production of charts, graphs, tables or any reports from The Client's Data.

## **8. Subscription**

- 8.1. The Client can subscribe to use the CX-Feedback application. Subscriptions are payable annually in advance of each subscription period.
- 8.2. There will be no refund given for the cancellation or termination of a subscription. The Client can cancel at any time, and Target Applications Limited will take no further payments.

## **9. Application Performance**

- 9.1. A beta feature is part of the Application that CX-Feedback has developed and released for testing and feedback purposes. The Client understands and accepts that there may be errors and inaccuracies with beta features inherent at this stage of development.
- 9.2. Neither party is liable for delays in meeting its obligations due to any cause outside its reasonable control, including acts of God, riots, wars, malicious acts of damage, fires, electricity supply failure, or Government authority.

## **10. Limitation of Liability**

- 10.1. If The Client is not satisfied with the Service, their sole and exclusive remedy is to terminate these Terms.

## **11. Data Protection**

- 11.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.2. The Client and Target Applications Ltd acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Target Applications Ltd are the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 11.3. The Client will ensure that the Client has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Target Applications Ltd for the duration and purposes of this Agreement.
- 11.4. Target Applications Ltd shall, in relation to any Personal Data processed in connection with the performance by Target Applications Ltd of its obligations under this Agreement:
- (a) process that Personal Data only on the Client's written instructions unless Target Applications Ltd are required by the laws of the UK to process Personal Data (Applicable Laws). Where Target Applications Ltd are relying on laws of the UK as the basis for processing Personal Data, Target Applications Ltd shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Target Applications Ltd from so notifying the Client;
  - (b) notify the Client immediately if, in its opinion, an instruction infringes this Regulation (Data Protection Act 2018)

- (c) ensure that Target Applications Ltd have in place appropriate technical and organisational measures, reviewed and approved by the Client, when requested, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of Target Applications Ltd' systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Target Applications Ltd);
- (d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (e) not transfer any Personal Data outside of the UK and European Economic Area unless the Client's prior written consent has been obtained.

- 11.5. Target Applications Ltd may not appoint any third party processor of Personal Data under this agreement without the Client's prior written consent. In the event that the Client consents to Target Applications Ltd appointing a third-party processor of Personal Data under this agreement, Target Applications Ltd confirm that Target Applications Ltd will enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this document. Target Applications Ltd shall remain fully liable for all acts or omissions of any third-party processor appointed by Target Applications Ltd.
- 11.6. Target Applications Ltd will, at all times for the duration of the agreement, maintain the appropriate insurance required by law, through a reputable company, to cover its liabilities under the terms of this agreement.

## **12. Termination**

- 12.1. Either party may terminate the Service Agreement by providing written notice to the other party if the other party breaches any material term or condition of these Terms and Conditions and fails to remedy the breach within 30 days.

## **13. Force Majeure**

- 13.1. Neither party shall be liable for any delay or failure to perform its obligations under the Service Agreement or Proposal due to circumstances beyond its reasonable control, including but not limited to acts of God, terrorism, war, industrial disputes, fire, or natural disasters.

## **14. Governing Law and Jurisdiction**

- 14.1. These Terms and Conditions, and any disputes or claims arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales. Both parties agree to submit to the exclusive jurisdiction of the courts of England

and Wales in relation to any disputes or claims arising out of or in connection with this agreement.