

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions:

Add-On additional paid functionality and/or services made available by Little Green Button in respect of the Application;

Add-On Commencement Date has the meaning given to it in clause 3.4.3;

Add-On Fees the fees payable by you to Little Green Button for the Add-On(s) in accordance with clause 12 of these Conditions and as set out on Little Green Button's website (as varied in accordance with these Conditions);

Add-On Order Confirmation has the meaning given to it in clause 3.4.3;

Add-On Term any Subscription Term for an Add-On;

Affiliate each member of your Group to whom Little Green Button agrees to provide access to the Services in accordance with these Conditions;

App Provider ToU has the meaning given to it in clause 8.1;

Applicable Data Protection Laws means:

- (a) if and to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
- (b) if and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Little Green Button is subject, which relates to the protection of personal data;

Applicable Laws means:

- (a) if and to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom;

- (b) if and to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Little Green Button is subject;

Application	the on-screen panic button software downloadable as a Configuration File or a Mobile Application and the accompanying Management Portal (including any updates or supplements to it);
Application Commencement Date	has the meaning given to it in clause 3.2.3;
Application Fees	the fees payable by you to Little Green Button for the Application in accordance with clause 12 of these Conditions and in accordance with the Subscription Plan you are on from time to time (as varied in accordance with these Conditions);
Application Order Confirmation	has the meaning given to it in clause 3.2.3;
Authorised User Limit	the total number of Authorised Users who will have access to the Application being the maximum number of users specified in the relevant Subscription Plan you have selected;
Authorised Users	those employees, agents and independent contractors who are authorised by you (or, as appropriate, Affiliate) to use the Services;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Conditions	these terms and conditions as amended from time to time in accordance with clause 22.7 and/or clause 22.9;
Confidential Information	information that is proprietary or confidential in nature or is either clearly labelled as confidential information or identified as Confidential Information in clause 15.7 or clause 15.8;

Configuration File	the .exe file downloaded to your and/or an Authorised User's desktop computer to run and use the Application;
Contract	the order by you and the supply of the Services by Little Green Button in accordance with these Conditions;
EU GDPR	the General Data Protection Regulation ((EU) 2016/679);
Fees	the Application Fees and/or the Add-On Fees (as the context requires);
Group	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;
Heightened Cybersecurity Requirements	any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either you or an Authorised User (but not Little Green Button) relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148)), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time;
Hosting Provider	the third party providing the Hosting Services, being Amazon Web Services as at the Application Commencement Date or such other hosting provider engaged for the hosting of Application in the future;
Hosting Services	the internet hosting service chosen by Little Green Button;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up,

goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Little Green Button

Little Green Button Limited registered number 11668338 whose registered office is at 1a St. Nicholas Court, North Walsham, Norfolk NR28 9BY;

Management Portal

the portal to be used by your administrator to configure and manage your profile for the Services which is accessed via the Application on a desktop computer only (or at such other address or location as notified by Little Green Button to you from time to time);

Mobile Application

the mobile telephone application used to run the Application and any updates and/or supplements to it;

Order Confirmation

means either the Application Order Confirmation and/or the Add-On Order Confirmation (as the context requires);

Purpose

the purposes for which Your Personal Data is processed, as set out in clause 14.3;

Services

the services to be provided by Little Green Button to you under the Contract and Little Green Button's obligations under the Contract including the provision of the Application and/or Add-On(s) (as the context requires);

Subscription Plan

means the payment plans for the Application which outline:

- (a) the particular products/services to be provided

by Little Green Button to you in respect of the Application;

- (b) the access limitations and restrictions that apply to the products/services for which you have subscribed including, the number of Authorised Users;
- (c) the Application Fees payable and the frequency with which they must be paid,

as applicable, references to your Subscription Plan will mean the Subscription Plan to which you initially sign up and any other Subscription Plan you agree to sign up to;

Subscription Term

has the meaning given to it in clause 4.2;

Support Ticket

a request for support issued by you in accordance with clause 11.2;

Trial Period

a trial period of 21 days in respect of the Application only commencing on and including the Application Commencement Date;

UK GDPR

has the meaning given to it in the Data Protection Act 2018;

Vulnerability

a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly;

Your Data

the data inputted by you, the Authorised Users or Little Green Button on your behalf for the purpose of using the Services or facilitating your use of the Services;

Your Personal Data

any of Your Data which is personal data, including the personal data set out in clause 14.3;

Your System

the desktop and/or mobile telephone (as appropriate) used by you and/or the Authorised Users for downloading and using the Application and any Add-On (as the context requires).

- 1.2 Clause headings shall not affect the interpretation of the Contract.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires:
- 1.5.1 words in the singular shall include the plural and in the plural shall include the singular;
 - 1.5.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - 1.5.3 a reference to writing or written includes e-mail but not fax; and
 - 1.5.4 any words following the terms **including**, **include**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 References to clauses are to the clauses of these Conditions.
- 1.7 The terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the Applicable Data Protection Laws.
- 1.8 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.9 In these Conditions, **termination** shall mean **termination** or **expiry** as appropriate.
2. **OUR CONTRACT WITH YOU**
- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any demos, descriptive matter or advertising issued by Little Green Button are issued or published for the sole purpose of giving an approximate idea of the Services described in it. They shall not form part of the Contract or have any contractual force.

- 2.3 You should print a copy of these Conditions or save them to your computer for future reference.
- 2.4 The Services are designed for use by businesses, not consumers. You warrant and represent that you are acquiring the right to access and use the Services for the purposes of a business and are not dealing with Little Green Button as a consumer.
- 2.5 The Services are panic alarm systems designed to assist with protecting people at work. The Services are not intended to replace proper systems, planning and procedures to protect people at work or to notify the relevant authorities in the event of an emergency which you remain solely responsible for.

3. **PLACING AN ORDER AND ITS ACCEPTANCE**

- 3.1 To sign up to use the Application, follow the onscreen prompts. You will be given options as to the Subscription Plan you wish to subscribe to.
- 3.2 In respect of the Application:
 - 3.2.1 after you have placed your order, you will receive an email from Little Green Button acknowledging that Little Green Button has received it, but please note that this does not mean that your order has been accepted;
 - 3.2.2 acceptance of your order will take place in accordance with clause 3.2.3; and
 - 3.2.3 Little Green Button's acceptance of your order takes place when Little Green Button sends an email to you to accept it (**Application Order Confirmation**), at which point and on which date (**Application Commencement Date**) the Contract will come into existence.
- 3.3 The Application Order Confirmation will provide you with an activation code and a QR code for you to activate your account with Little Green Button and will allow for you and your Authorised Users to access the Application subject to these Conditions.
- 3.4 If you wish to purchase an Add-On, the following process shall apply:
 - 3.4.1 using the Management Portal, please follow the onscreen prompts to purchase an Add-On;
 - 3.4.2 acceptance of your order will take place in accordance with clause 3.4.3; and
 - 3.4.3 Little Green Button's acceptance of your order takes place when Little Green Button sends an email to you to accept it (**Add-On Order Confirmation**), at which point and on which date (**Add-On**

Commencement Date) we will commence the supply of the Add-On to which your order relates.

3.5 Signing up for the Services in accordance with:

3.5.1 clause 3.1 in respect of the Application; or

3.5.2 clause 3.4.1 in respect of an Add-On,

in each case is an offer by you to sign up for the Services subject to these Conditions.

3.6 You may only sign up to use the Services using the methods set out in these Conditions.

3.7 The order process on the site allows you to check and amend any errors before submitting your order to Little Green Button. Please check your order carefully before confirming it. You are responsible for ensuring that your order contains true, complete and accurate information.

3.8 If Little Green Button sets up your account for the Services on your behalf, you will be able to check that the information inputted is correct. You are responsible for ensuring that the order contains true, complete and accurate information.

3.9 The Contract will relate only to those Services from time to time confirmed in any Order Confirmation.

3.10 If Little Green Button is unable to supply you with the Services for any reason, Little Green Button will inform you of this by email and Little Green Button will not process your order.

4. **COMMENCEMENT AND TERM**

4.1 The Contract shall commence on the Application Commencement Date.

4.2 Unless terminated earlier in accordance with clause 20 or this clause 4, the Contract shall continue for the Trial Period (if applicable) and shall automatically extend for a period of 12 months (**Subscription Term**) at the end of the Trial Period and at the end of each Subscription Term on the same terms (unless you have upgraded your Subscription Plan in the case of the Application and/or purchased Add-On(s)).

4.3 If you wish to purchase an Add-On part way through a Trial Period or a Subscription Term, your subscription for an Add-On (as the context requires) will run concurrently with the Trial Period or Subscription Term (as the context requires) and shall automatically extend in accordance with clause 4.2.

- 4.4 You may terminate the Contract at the end of the Trial Period or the relevant Subscription Term on providing Little Green Button with written notice to this effect or cancelling your Subscription Plan via the Management Portal.
- 4.5 You may cancel any Add-On at the end of the relevant Subscription Term on providing Little Green Button with not less than 30 days' written notice prior to the end of the Subscription Term to this effect or cancelling via the Management Portal. If you have purchased the Application and wish to continue with your Subscription Plan, please inform Little Green Button of this and the Contract will continue for the Application but your subscription to any Add-On will terminate.
- 4.6 If you terminate your Subscription Plan and/or any Add-On part way through the Trial Period or a Subscription Term, you will still be able to access the Application and/or any Add-On (as the context requires) for the remaining period of the Trial Period or Subscription Term (as appropriate) but you will not be entitled to a refund (pro-rata or otherwise) of the Fees for the remainder of the Subscription Term.
- 4.7 At the end of the Trial Period (if applicable) or Subscription Term, Little Green Button will deactivate your subscription and you and the Authorised Users will not be able to use or run the Application and any Add-On on Your System.
- 4.8 At the end of an Add-On Term, Little Green Button will deactivate the relevant Add-On.

5. **AUTHORISED USER ACTIVATION**

- 5.1 If the Authorised User proposes to use the Application on a desktop computer, the Authorised User will:
- 5.1.1 download the Configuration File from <https://www.littlegreenbutton.com/downloads/> (or such other address as provided by Little Green Button from time to time);
 - 5.1.2 download and install the Microsoft.Net Framework (v2 or later); and
 - 5.1.3 activate the Authorised User's account by following the onscreen prompts and entering the activation code provided by Little Green Button.
- 5.2 If the Authorised User proposes to use the Application as a Mobile Application, the Authorised User will:
- 5.2.1 download the application from the Google Play store or the App Store as appropriate; and

- 5.2.2 activate the Authorised User's account by following the onscreen prompts and entering the activation code or scanning the QR code provided by Little Green Button.

6. APPLICATION AND ADD-ON LICENCE

- 6.1 Little Green Button grants to you and the Authorised Users (and, as appropriate, each of your Affiliates) a non-exclusive licence (subject to clause 16.3 and any App Provider ToU) for the Trial Period (if applicable) or Subscription Term to use the Application and any Add-On solely on Your System.

- 6.2 You shall in all circumstances:

- 6.2.1 procure that each Authorised User and/or Affiliate complies with these Conditions as if it were you;
- 6.2.2 be liable for the acts and omission of each Authorised User and/or Affiliate as though they were your acts and omissions; and
- 6.2.3 be liable for the acts and omissions of each Authorised User and/or Affiliate that would cause you to breach your obligations under these Conditions.

- 6.3 In relation to scope of use:

- 6.3.1 for the purposes of clause 6.1, use of the Application and any Add-On shall be restricted to use of the Application and/or any Add-On (as the context requires) in object code form for your (and, as appropriate, each Affiliate's) internal business operations;
- 6.3.2 the number of Authorised Users accessing the Application and/or any Add-On shall not exceed the Authorised User Limit;
- 6.3.3 you (and, as appropriate, each Affiliate) and Authorised Users may not use the Application and/or any Add-On other than as specified in clause 6.3.1 without the prior written consent of Little Green Button, and you acknowledge that additional fees may be payable on any change of use approved by Little Green Button;
- 6.3.4 no person other than an Authorised User may use the Application and/or any Add-On;
- 6.3.5 only your administrator may access the Management Portal and you should not attempt to access the Management Portal for any other customer;

- 6.3.6 you may make as many backup copies of the Application and/or any Add-On as may be necessary in each case for its lawful use and you shall record the number and location of all copies of the Application and/or any Add-On and take steps to prevent unauthorised copying; and
- 6.3.7 except as expressly set out in these Conditions, you and the Authorised Users have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Application and/or any Add-On in whole or in part.

7. APPLICATION AND ADD-ONS

- 7.1 If you and/or an Authorised User downloads or streams the Application and/or any Add-On onto any telephone, computer or other device not owned by you and/or the Authorised User, you and/or the Authorised User must have the owner's permission to do so. You and/or the Authorised User will be responsible for complying with these Conditions, whether or not you and/or the Authorised User own the telephone, computer or other device.
- 7.2 From time to time, updates to the Application and/or Add-Ons may be made available and such updates may:
 - 7.2.1 improve, update or upgrade existing functionality or services;
 - 7.2.2 introduce new functionality or services;
 - 7.2.3 reflect changes to technology or market practice; or
 - 7.2.4 ensure that the Services remain compliant with all applicable laws, legal obligations or regulations.
- 7.3 Where an update is made available it will either be:
 - 7.3.1 added automatically to your Subscription Plan;
 - 7.3.2 made available to you subject to you upgrading your Subscription Plan; or
 - 7.3.3 made available to you purchase as an Add-On using the Management Portal.
- 7.4 If you wish to upgrade your Subscription Plan, please contact Little Green Button.
- 7.5 For the avoidance of doubt, if you do not take the update to the Application or any previously purchased Add-On(s), you may continue to use the Application or any

previously purchased Add-On(s) in accordance with these Conditions but certain new features may not be available to you.

- 7.6 The Application or any previously purchased Add-On(s) will work with the current or previous version of the operating system (as it may be updated from time to time) but your use of the Application or any previously purchased Add-On(s) on a previous version will be at your own risk and Little Green Button will not offer support in accordance with clause 11 where you run the Application or any previously purchased Add-On(s) on a previous version of the operating system.
- 7.7 You may (provided that you have the requisite administrative powers) disable certain functionality in respect of the Application and/or any Add-On from time to time using the Management Portal.
- 7.8 You acknowledge and agree that in order to purchase Add-Ons, you must have the Application.

8. **MOBILE APPLICATION**

- 8.1 The ways in which you can use the Mobile Application may be controlled by [Google Play Store rules and policies](#) and the [Apple App Store's terms](#) (together, **the App Provider ToU**).
- 8.2 If and to the extent that any conflict or inconsistency between these Conditions and the App Provider ToU arises, the App Provider ToU will take precedence over these Conditions.
- 8.3 In order to use the Mobile Application, your device must comply with the minimum device compatibility requirements as may be:
- 8.3.1 set out in the App Provider ToU as updated from time to time;
 - 8.3.2 as set out on the product page for the Mobile Application on the [Apple App Store](#) or the [Google Play Store](#) (as the context requires) from time to time; or
 - 8.3.3 otherwise communicated to you in writing by Little Green Button from time to time.

9. **YOUR OBLIGATIONS**

- 9.1 You shall:
- 9.1.1 only use the Application and/or any Add-On at one site owned and/or used by you unless you are subscribed to the "Forest" Subscription Plan;

- 9.1.2 provide Little Green Button with all necessary co-operation in relation to the Contract and all necessary access to such information as may be required by Little Green Button in order to provide the Services, including but not limited to Your Data, security access information and configuration services in order for Little Green Button to provide the Application and/or any Add-On;
- 9.1.3 without affecting your other obligations under these Conditions, comply with all applicable laws and regulations with respect to your activities under these Conditions;
- 9.1.4 carry out all of your other responsibilities set out in these Conditions in a timely and efficient manner and in the event of any delays in your provision of such assistance as agreed by the parties, Little Green Button may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 9.1.5 keep a complete and accurate record of the number of Authorised Users accessing the Application and/or any Add-On on Your System, and produce such record to Little Green Button on request from time to time;
- 9.1.6 ensure that the Application and/or any Add-On is installed on Your System only;
- 9.1.7 obtain and maintain all necessary licences, consents, and permissions necessary for Little Green Button, its contractors and agents to perform their obligations under these Conditions;
- 9.1.8 use all reasonable endeavours to prevent any unauthorised access to or use of the Application and/or any Add-On and notify Little Green Button as soon as it becomes aware of any unauthorised use of the Application and/or any Add-On by any person;
- 9.1.9 be responsible for ensuring that your computer, device and/or Your System has the requisite hardware and software requirements (in addition to the requirements in clause 7 and clause 8.3);
- 9.1.10 ensure that Your System has a suitable internet connection to download and run the Application (except in the case of a desktop computer which will still be able to run the Application and/or an Add-On in the event of internet connection being lost) and/or any Add-On;
- 9.1.11 ensure that the Authorised Users use the Services in accordance with these Conditions and shall be responsible for any Authorised User's breach of these Conditions; and

9.1.12 be, if and to the extent permitted by law and except as otherwise expressly provided in these Conditions, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Little Green Button's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

9.2 You shall not:

- 9.2.1 attempt to access any other customer's Management Portal;
- 9.2.2 use the Services to build a product or service which competes with the Services in any way;
- 9.2.3 use the Services to provide services to third parties except the Authorised Users (or, as appropriate, each Affiliate);
- 9.2.4 licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users (or, as appropriate, each Affiliate);
- 9.2.5 use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Application, any Add-On or any operating system;
- 9.2.6 infringe Little Green Button's Intellectual Property Rights or those of any third party in relation to your use of the Services, including by the submission of any material (if and to the extent that such use is not licensed by these terms);
- 9.2.7 transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Services;
- 9.2.8 use the Services in a way that could damage, disable, overburden, impair or compromise Little Green Button's systems or security or interfere with other users; and
- 9.2.9 collect or harvest any information or data from the Services or any of Little Green Button's systems or attempt to decipher any transmissions to or from the servers running the Services.

10. ACCOUNT MANAGER

- 10.1 If you have the “Forest” Subscription Plan, you will have the benefit of a dedicated account manager.
- 10.2 A Little Green Button account manager will remotely assist with the deployment and adoption of the Services in your organisation as well as liaise with Little Green Button’s support and financial teams for any technical or billing queries that might arise (or provide such other services as notified by Little Green Button to you from time to time).

11. SUPPORT SERVICES

- 11.1 If you and/or the Authorised Users experience technical difficulties with the Services, before raising a Support Ticket, you and/or the Authorised Users shall seek to resolve the issue:
 - 11.1.1 internally and with your IT provider; and
 - 11.1.2 by consulting Little Green Button’s [support webpage](#) (or by visiting such other URL and/or support guide as notified by Little Green Button to you from time to time).
- 11.2 If you are still experiencing technical difficulties, provided that you have complied with clause 11.1, you and/or the Authorised Users may:
 - 11.2.1 raise a [Support Ticket](#) (or by visiting such other URL and/or ticket system operated by Little Green Button as notified by Little Green Button to you from time to time); and
 - 11.2.2 if the [Support Ticket](#) does not resolve the technical difficulties, call Little Green Button on such number as provided on the [support webpage](#) from time to time to raise the issue.
- 11.3 You will provide Little Green Button with remote access to Your System for Little Green Button to deal with Support Tickets.
- 11.4 Little Green Button will provide you with support in accordance with its service levels as notified to you from time to time. Little Green Button shall be entitled to amend these service levels from time to time provided that such amendments do not result in a materially worse level of support being provided.

12. FEES

- 12.1 You shall pay the Fees to Little Green Button in accordance with this clause 12.

- 12.2 You will not pay any Application Fees for the Trial Period.
- 12.3 On the first day of the Subscription Term, you will provide Little Green Button with up-to-date and complete credit card details (via the Management Portal), bank details for direct debit purposes (via the Management Portal) or approved purchase order information acceptable to Little Green Button and any other relevant valid, up-to-date and complete contact and billing details.
- 12.4 If your order is for the Application, if you provide:
- 12.4.1 your credit card details to Little Green Button, you hereby authorise Little Green Button to bill such credit card on the first day of the Subscription Term following the expiry of the Trial Period for the Application Fees payable in respect of the Subscription Plan you are on and subject to clause 4.2, on each yearly anniversary of that date for the Application Fees payable in respect of your Subscription Plan;
 - 12.4.2 your bank details to set up a direct debit, your designated bank account will be charged automatically on the first day of the Subscription Term following the expiry of the Trial Period for the Application Fees payable in respect of the Subscription Plan you are on and subject to clause 4.2, on each yearly anniversary of that date for the Application Fees payable in respect of your Subscription Plan; and
 - 12.4.3 your approved purchase order information to Little Green Button, Little Green Button shall invoice you on or after the first day of the Subscription Term following the expiry of the Trial Period for the Application Fees payable in respect of the Subscription Plan you are on for the Subscription Term and subject to clause 4.2, at least 30 days prior to each yearly anniversary of the date of the Subscription Term, Little Green Button shall invoice you for the Application Fees payable in respect of your Subscription Plan for each Subscription Term and you will pay each invoice within 30 days after the date of such invoice.
- 12.5 If your order is for an Add-On, if you provide:
- 12.5.1 your credit card details to Little Green Button, you hereby authorise Little Green Button to bill such credit card on the Add-On Commencement Date for the Add-On Fees payable for the period commencing on the Add-On Commencement Date up to and including the end of the Subscription Term in advance and subject to clause 4.2, on each yearly anniversary of the Subscription Term date for the Add-On Fees;

- 12.5.2 your bank details to set up a direct debit, your designated bank account will be charged automatically on the Add-On Commencement Date up to and including the end of the Subscription Term for the Add-On Fees payable and subject to clause 4.2, on each yearly anniversary of the Subscription Term for the Add-On Fees payable; and
 - 12.5.3 your approved purchase order information to Little Green Button, Little Green Button shall invoice you on or after the Add-On Commencement Date for the Add-On Fees payable for the period commencing on the Add-On Commencement Date up to and including the end of the Subscription Term and subject to clause 4.2, at least 30 days prior to each yearly anniversary of the date of the Subscription Term Little Green Button shall invoice you for the Add-On Fees payable for each Subscription Term and in each case you will pay each invoice within 30 days after the date of such invoice.
- 12.6 For any failed or cancelled payments of the Fees, Little Green Button may charge a £20.00 administration fee.
- 12.7 Little Green Button shall be entitled to increase the Fees, at the start of each Subscription Term upon 30 days' prior notice to you.
- 12.8 If Little Green Button has not received payment within 30 days of the due date for payment, and without prejudice to any other rights and remedies of Little Green Button:
 - 12.8.1 Little Green Button may, without liability to you, disable your access to all or part of the Services and Little Green Button shall be under no obligation to reactivate the Services while the invoice concerned remains unpaid; and
 - 12.8.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 12.9 If you wish for purchase order numbers to be used it is your obligation to provide such purchase order numbers in time for invoices to be issued (no later than five Business Days in advance of the invoice being issued), otherwise they will be issued without purchase order numbers and payment will still be expected in accordance with these Conditions.
- 12.10 All amounts and fees stated or referred to in these Conditions:
 - 12.10.1 are, subject to clause 19.4, non-cancellable and non-refundable; and

12.10.2 are exclusive of value added tax, which shall be added to Little Green Button's invoice(s) at the appropriate rate.

13. **YOUR DATA**

- 13.1 You shall own all right, title and interest in and to all of Your Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all of Your Data.
- 13.2 Little Green Button shall follow its archiving procedures for Your Data as set out in its back-up policy as may be notified to you from time to time and as such document may be amended from time to time by Little Green Button in its sole discretion. In the event of any loss or damage to Your Data, your sole and exclusive remedy against Little Green Button shall be for Little Green Button to use reasonable endeavours to restore Your Data that is lost or damaged from the latest back-up of Your Data maintained by Little Green Button in accordance with the archiving procedure described in its back-up policy. Little Green Button shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party.
- 13.3 Little Green Button shall, in supplying the Services, comply with its privacy and security policy relating to the privacy and security of Your Data (as may be notified to you from time to time). Such privacy and security policy may be amended from time to time by Little Green Button in its sole discretion.

14. **DATA PROTECTION**

- 14.1 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Laws.
- 14.2 The parties have determined that, for the purposes of the Applicable Data Protection Laws, Little Green Button shall process Your Personal Data as a processor on your behalf.
- 14.3 The scope, nature and purpose of processing by Little Green Button, the duration of the processing and the types of personal data and categories of data subject are set out herein:

Description	Details
Subject matter of the processing	For the provision of the Services under these Conditions.

Duration of the processing	For so long as Your Data is held by Little Green Button pursuant to clause 14.6.6 of these Conditions.
Nature and purposes of the processing	Your Data shall be collected, stored, used and deleted as necessary in the course of the delivery of the Services under these Conditions.
Type of personal data	The names, addresses, telephone numbers and email addresses of the Authorised Users and technical data in relation to the Authorised Users such as IP address, login data, location, browser type and version and type of device and operating system an Authorised User uses to access the Services.
Categories of data subject	Authorised Users being employees, agents and your independent contractors.

- 14.4 Should the determination in clause 14.2 change, then the parties shall work together in good faith to make any changes which are necessary to this clause 14.
- 14.5 Without prejudice to the generality of clause 14.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of Your Personal Data to Little Green Button and lawful collection of the same by Little Green Button for the duration and purposes of the Contract.
- 14.6 Without prejudice to the generality of clause 14.1, Little Green Button shall, in relation to Your Personal Data:
- 14.6.1 process Your Personal Data only on your documented instructions, which shall be to process Your Personal Data for the Purpose, unless Little Green Button is required by Applicable Laws to otherwise process Your Personal Data and where Little Green Button is relying on Applicable Laws as the basis for processing Your Personal Data, Little Green Button shall notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Little Green Button from so notifying you on important grounds of public interest (Little Green Button shall inform you if, in the opinion of Little Green Button, your instructions infringe Applicable Data Protection Laws);

- 14.6.2 implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Your Personal Data and against accidental loss or destruction of, or damage to, Your Personal Data;
- 14.6.3 ensure that any personnel engaged and authorised by Little Green Button to process Your Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 14.6.4 assist you insofar as this is possible (taking into account the nature of the processing and the information available to Little Green Button), and at your cost and written request, in responding to any request from a data subject and in ensuring your compliance with your obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 14.6.5 notify you without undue delay on becoming aware of a personal data breach involving Your Personal Data;
- 14.6.6 at your written direction, delete or return Your Personal Data and copies thereof to you on termination of the Contract unless Little Green Button is required by Applicable Laws to continue to process Your Personal Data and for the purposes of this clause 14.6.6, Your Personal Data shall be considered deleted where it is put beyond further use by Little Green Button; and
- 14.6.7 maintain records to demonstrate its compliance with this clause 14.
- 14.7 You hereby provide your prior, general authorisation for Little Green Button to transfer Your Personal Data outside of the UK (or EEA to the extent that the EU GDPR applies to the processing) as required for the Purpose, provided that Little Green Button shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, you shall promptly comply with any reasonable request of Little Green Button, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).
- 14.8 Little Green Button uses a Hosting Provider and you consent to the use of the Hosting Provider as a third-party processor.

- 14.9 Little Green Button uses Chargebee Inc., Stripe Payments UK Ltd and GoCardless Ltd to process payments from you under the Contract and you consent to the use of Chargebee Inc., Stripe Payments UK Ltd and GoCardless Ltd as third-party processors.
- 14.10 Little Green Button uses Freshdesk (provided by Freshworks Inc.) for dealing with Support Tickets and you consent to the use of Freshworks Inc. as a third-party processor.
- 14.11 Little Green Button confirms that it has entered or (as the case may be) will enter into a written agreement with the Hosting Provider, Chargebee Inc., Stripe Payments UK Ltd, GoCardless Ltd and Freshworks Inc. substantially on the Hosting Provider's, Chargebee Inc.'s, Stripe Payments UK Ltd's, GoCardless Ltd's and Freshworks Inc.'s standard terms of business and Little Green Button confirms that those standard terms and conditions reflect and will continue to reflect the requirements of the Applicable Data Protection Laws.
- 14.12 You hereby provide your prior, general authorisation for Little Green Button to appoint replacement or additional processor to process Your Personal Data to those set out in clause 14.8, clause 14.9, and clause 14.10 provided that Little Green Button shall:
- 14.12.1 ensure that the terms upon which it appoints such processors comply with the Applicable Data Protection Laws and are consistent with the obligations imposed on Little Green Button in this clause 14;
 - 14.12.2 remain responsible for the acts and omissions of any such processor as if they were the acts and omissions of Little Green Button; and
 - 14.12.3 inform you of any intended changes concerning the addition or replacement of the processors, thereby giving you the opportunity to object to such changes on the grounds that such changes constitute an actual or likely breach of the Applicable Data Protection Laws.
- 14.13 Either party may, at any time on not less than 30 days' notice, revise this clause 14 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to the Contract, but only in respect of such matters which are within the scope of the Amended Terms.

15. **CONFIDENTIALITY**

- 15.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract.

- 15.2 A party's Confidential Information shall not be deemed to include information that:
- 15.2.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 15.2.2 was in the other party's lawful possession before the disclosure;
 - 15.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 15.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 15.3 Subject to clause 15.5 and clause 15.6, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.
- 15.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.
- 15.5 It is acknowledged and agreed that to receive the full benefit of the Services, Little Green Button may, with your consent, disclose your Confidential Information to third parties.
- 15.6 A party may disclose Confidential Information if and to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, if and to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 15.7 You acknowledge that details of the Services and the results of any performance tests on the Application constitute Little Green Button's Confidential Information.
- 15.8 Little Green Button acknowledges that Your Data is your Confidential Information.
- 15.9 No party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 15.10 The provisions of this clause 15 shall survive termination of the Contract, however

arising.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 You acknowledge that all Intellectual Property Rights in the Application and any Add-On belong and shall belong to Little Green Button or the relevant third-party owners (as the case may be).
- 16.2 You shall have no rights in or to the Services other than as set out in these Conditions.
- 16.3 The Application includes open-source software (as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>)) in its code in the form of the [MIT License](#) and the licence granted to you pursuant to clause 6.1 is subject to such terms.

17. LITTLE GREEN BUTTON DISCLAIMERS

- 17.1 Little Green Button does not warrant that the use of the Application and/or any Add-On will be uninterrupted or error-free or that the Application and/or any Add-On will meet any Heightened Cybersecurity Requirements.
- 17.2 You acknowledge that the Application and/or any Add-On is provided by Little Green Button on an “as is” basis.
- 17.3 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services have not been developed to meet your individual requirements.
- 17.4 Little Green Button:
 - 17.4.1 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - 17.4.2 shall not be prevented from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to the Services.
- 17.5 The Services are designed to minimise risk to your Authorised Users and Little Green Button does not give any guarantee, warranty, representation and/or assurance that the Services will always work correctly and/or guarantee the safety of your Authorised Users.

17.6 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

17.7 Little Green Button has the right to amend the specification of the Services at any time.

18. **INDEMNITY**

18.1 You will indemnify Little Green Button against an amount equal to:

18.1.1 all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that Little Green Button does or will incur or suffer; and

18.1.2 all claims or proceedings made or brought or threatened against Little Green Button by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses Little Green Button does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,

in each case arising out of or in connection with your use of the Services.

18.2 Little Green Button will be under an obligation to mitigate, or procure the mitigation of, any of the losses, liabilities, costs, damages and expenses to which the indemnity in clause 18.1 applies.

19. **LIMITATION OF LIABILITY**

19.1 You acknowledge that Little Green Button shall not be liable for the accuracy of any content on the Application and/or any Add-On.

19.2 For the avoidance of doubt, Little Green Button does not owe you, any Authorised User and/or Affiliate any duty of care in respect of the Services.

19.3 Except as expressly stated in clause 19.5, Little Green Button shall not be liable to you whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with the Contract for:

19.3.1 loss of anticipated savings;

19.3.2 loss of profits;

19.3.3 loss of sales or business;

- 19.3.4 loss of agreements or contracts;
 - 19.3.5 loss of business opportunity;
 - 19.3.6 loss of or damage to goodwill;
 - 19.3.7 loss or corruption of data, software or information; and/or
 - 19.3.8 any indirect or consequential loss.
- 19.4 Except as expressly stated in clause 19.5, the total liability of Little Green Button, whether in contract, tort (including negligence) or otherwise and whether in connection with the Contract or any collateral contract, shall in no circumstances exceed a sum equal to the amounts paid or payable by you under the Contract.
- 19.5 The exclusions in clause 19.1 and clause 19.3 shall apply to the fullest extent permissible at law, but Little Green Button does not limit or exclude liability for:
- 19.5.1 death or personal injury caused by the negligence of Little Green Button, its officers, employees, contractors or agents;
 - 19.5.2 fraud or fraudulent misrepresentation; or
 - 19.5.3 any other liability which cannot be limited or excluded by applicable law.

20. **TERMINATION**

- 20.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 20.1.1 the other party fails to pay any amount due under these Conditions on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 20.1.2 the other party commits a material breach of any other term of these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 20.1.3 the other party takes any step or action in connection with it entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken

in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 20.1.4 the other party takes any step or action in connection with it applying to court for, or, obtaining a moratorium under Part A1 of the Insolvency Act 1986;
 - 20.1.5 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 20.1.6 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract have been placed in jeopardy.
- 20.2 It is acknowledged by you that you cannot terminate your subscription for the Application without also terminating your subscription for any Add-On.
- 20.3 Without affecting any other right or remedy available to it, Little Green Button may terminate the Contract on giving you not less than 14 days' written notice.
- 20.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 20.5 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 20.6 On termination for any reason:
- 20.6.1 all rights granted to you and the Authorised Users under the Contract shall cease;
 - 20.6.2 Little Green Button will deactivate your Subscription Plan and you and the Authorised Users will not be able to use or run the Application and/or any Add-On on Your System;
 - 20.6.3 you shall cease all activities authorised by the Contract;
 - 20.6.4 you shall immediately pay to Little Green Button any sums due to Little Green Button under the Contract; and
 - 20.6.5 you shall immediately destroy all copies of the Application and/or any Add-On then in your possession, custody or control and certify to Little Green Button that you have done so.

21. **FORCE MAJEURE**

21.1 **Force Majeure Event** means any circumstance not within Little Green Button's reasonable control including, without limitation:

- 21.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 21.1.2 epidemic or pandemic (including COVID-19);
- 21.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 21.1.4 nuclear, chemical or biological contamination or sonic boom;
- 21.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- 21.1.6 collapse of buildings, fire, explosion or accident;
- 21.1.7 any labour or trade dispute, strikes, industrial action or lockouts;
- 21.1.8 general unavailability of the internet;
- 21.1.9 non-performance by suppliers or subcontractors; and
- 21.1.10 interruption or failure of utility service.

21.2 If Little Green Button is prevented, impeded, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, Little Green Button shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

21.3 The provisions of this clause 21 shall apply whether or not a Force Majeure Event was foreseeable.

22. **GENERAL**

22.1 Little Green Button may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

22.2 You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Little Green Button.

- 22.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous contracts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.4 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 22.5 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 22.6 Nothing in the Contract seeks to limit or exclude either party's liability for fraud or fraudulent misrepresentation.
- 22.7 Little Green Button may need to change these Conditions from time to time (for example to reflect changes in law or best practice or to deal with additional features which Little Green Button introduces).
- 22.8 Little Green Button will give you at least 30 days' notice of any change of these Conditions by sending you an email with details of the change or notifying you of a change when you next start the Application.
- 22.9 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 22.10 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.11 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 22.12 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

- 22.13 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 22.14 Except as expressly provided in this Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 22.15 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. **NOTICES**

- 23.1 Notice given under the Contract shall be in writing, sent to such addresses as specified in the Contract (or to such other addresses as may be notified by the parties from time to time) and shall be delivered personally, sent by email or sent by pre-paid, first-class post or recorded delivery.
- 23.2 A notice is deemed to have been received:
- 23.2.1 if delivered personally, at the time of the delivery;
 - 23.2.2 in the case of email, 9.00 am the Business Day following transmission;
 - 23.2.3 in the case of airmail, five Business Days following posting; or
 - 23.2.4 in the case of prepaid first class post or recorded delivery two Business Days from the date of posting.
- 23.3 To prove service, it is sufficient to prove that the notice was transmitted by email, to the email address of the party or, in the case of post, that the envelope containing the notice was properly addressed.
- 23.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

24. **GOVERNING LAW AND JURISDICTION**

- 24.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 The parties irrevocably agree that the courts of England and Wales shall have

exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).