

TERMS AND CONDITIONS

IT IS AGREED THAT:

Your attention is particularly drawn to the provisions of clause 9 (Limitation of liability).

1. Our Contract With You

1.1 **Our contract.** These terms and conditions (**Terms and Conditions**) combined with the Application Form and/ or the Order Form (as defined in clauses 2.2 and 2.7 respectively) (along with any document referred to in the Order Form, Application Form or these Terms and Conditions) shall form the contract between us and you (**Contract**).

1.2 **Exclusion of other terms and conditions.** The terms of this Contract apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. If you provide a purchase order to us that purchase order (and any terms and conditions attached or referred to in it) shall be purely for your administrative purposes and shall not form part of the Contract.

1.3 Entire agreement.

1.3.1 This Contract constitutes the whole agreement and understanding of the parties as to the subject matter of this Contract and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Contract.

1.3.2 This Contract shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the parties preceding the date of this Contract and in any way relating to the subject matter of this Contract and to the exclusion of any representations that are not expressly stated in this Contract, except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the parties acknowledge that it has not entered into this Contract based on any representation that is not expressly incorporated into this Contract.

1.4 **Language.** These Terms and Conditions, the Application Form, and the Order Form are made only in the English language.

1.5 **Your copy.** You should print off a copy of these Terms and Conditions or save them to your computer for future reference.

1.6 **Conflict.** In the event of a conflict between a provision set out in the Order Form/ Application Form and a provision set out in these Terms and Conditions, the provision set out in the Order Form/ Application Form shall take precedence over the provision set out in these Terms and Conditions.

1.7 Changes.

1.7.1 We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

1.7.2 We will give you at least 30 days' notice of any change by notifying you of a change when you next start the Solution (as defined in clause 2.1 below).

1.7.3 If you do not accept the notified changes, you will not be permitted to continue to use the Solution and the Services.

2. Applying for membership and our acceptance

2.1 The services and software products are set out as provided to you by us from time to time either in the form of a link to a web page or in a brochure of the services and software products (**Solution Brochure**)

Where the Application Form indicates that you are to access our compliance solutions as a Supplier the following terms shall apply:

- 2.2 **Applying for your membership.** Please follow the onscreen prompts to apply for your membership including choosing the membership type you would like to purchase, selecting the software products (each a **Solution**) as described in the Solution Brochure including any additional support services (if any) (**Application Form**). You may only submit a request using the method set out on www.compliancechain.com (the **CC website**). The Application Form submitted shall be deemed to be an offer to purchase access to our Solution(s) which are subject to these Terms and Conditions. Registration requirements are set out on the CC website and may be amended from time to time. If we do not receive a completed Application Form we will be unable to process your application for membership.
- 2.3 **Correcting input errors.** Our application process allows you to check and amend any errors before submitting a final Application Form to us. Please check the Application Form carefully before confirming it. You are responsible for ensuring, and you warrant, that the Application Form and any information provided to us by you is current, complete, accurate and not misleading.
- 2.4 **Acknowledging receipt of your application.** After you submit the Application Form, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your application has been accepted. Our acceptance of your application will take place as described in clause 2.5.
- 2.5 **Accepting your application.** Our acceptance of your application takes place when we send an email to you confirming our acceptance of the Application Form, at which point, and on which date this Contract between you and us will come into existence. This Contract will relate only to those Services set out in the Application Form.
- 2.6 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your application.

Where the Order Form indicates that you are to access our compliance solutions as a *Buyer* the following terms shall apply:

- 2.7 **Completion of the Order Form.** Prior to completing an Application Form you will complete a form providing information including but not limited to; your contact information, membership type, software products (each a **Solution**) as described in the Solution Brochure, fees, payment intervals, and any additional support services (if any) (**Order Form**).
- 2.8 **Submitting your application.** In order to apply for membership you shall review and sign the Order Form before submitting the Application Form to us. Submission to us by you of a signed copy of the Order Form shall be deemed to be an offer to purchase access to our various software solutions as specified in the Order Form (each a **Solution**) and as described in the Solution Brochure including any additional support services (if any), subject to these Terms and Conditions.
- 2.9 **Correcting input errors.** Our application process allows you to check and amend any errors before submitting a final Order Form to us. Please check the Order Form carefully before confirming it. You are responsible for ensuring, and you warrant, that the Order Form and any information provided to us by you is current, complete, accurate and not misleading.
- 2.10 **Accepting your application.** Our acceptance of your application shall take place when we counter- sign the Order Form and resubmit a fully signed copy of the Order Form to you, at which point, and on which date this Contract between you and us will come into existence. This Contract will relate only to those Services set out in the Order Form.
- 2.11 The commencement date (**Commencement Date**), being the date this Contract comes into existence as between you and us, applicable for you is set out:
- 2.11.1 **For Suppliers** under Clause 2.4; or
- 2.11.2 **For Buyers** under Clause 2.8.

3. Our Services

3.1 We, in return for your payment of the Fees (as defined in clause 5), grant you a non-transferable and non-exclusive licence to access and use the Solution(s) and we agree to include you within our compliance database (the **Services**). The functionality and capabilities of the Solution shall be determined by the type of membership you have been granted and, where you are primarily intending to use the Solution as a supplier of products or services, the level of membership, both as outlined in the Order Form/ Application Form.

3.2 You shall:

3.2.1 ensure that you, and your employees, agents, offices and/or subcontractors (**End Users**), use the Solution in accordance with this Contract and you shall be responsible for any End User's breach of this Contract as if it were your breach;

3.2.2 ensure that your network and systems comply with the relevant specifications provided by us from time to time for access to the Solution or if none is/are provided, good industry practice in relation to the same; and

3.2.3 be solely responsible for procuring and maintaining your network connections and telecommunications links from your computer systems to our 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.

3.3 In relation to the End Users, you warrant that:

3.3.1 each End User shall keep a secure password for use of the Solution and that each End User shall keep their password confidential;

3.3.2 only one End User may access the Solution using an End User account at any one time;

3.3.3 you shall permit us to audit your use (and each End User's use) of the Solution; and

3.3.4 if any audit referred to in clause 3.3.3 reveals that any password has been provided to any individual who is not an End User, then without prejudice to our other rights (whether under this Contract or at law), we shall promptly disable such passwords and we shall not issue any new passwords to any such individual.

3.4 You shall not, and you shall ensure that all End Users shall not, access, store, distribute or transmit any viruses, or any material during the course of your use of the Solution that:

3.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.4.2 facilitates illegal activity;

3.4.3 depicts sexually explicit images;

3.4.4 promotes unlawful violence;

3.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

3.4.6 in a manner that is otherwise illegal or causes damage or injury to any person or property,

and we reserve the right, without liability and without prejudice to our other rights and remedies whether under this Contract or at law, to disable your access to the Solution if you or any End User are in breach of this clause 3.4.

3.5 You shall not, and shall ensure that all End Users shall not:

- 3.5.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Solution in any form or media or by any means;
- 3.5.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Solution;
- 3.5.3 translate, merge, adapt, vary, alter or modify, the whole or any part of any Solution, nor permit any Solution or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Solution(s) and the Services;
- 3.5.4 access or use all or any part of the Solution in order to build a product or service which competes with our services;
- 3.5.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Solution available in whole or in part, to any third party; or
- 3.5.6 attempt to obtain, or assist third parties in obtaining, access to the Solution, except as expressly provided for by this Contract.
- 3.6 You will ensure that your use, and each End User's use, of the Solution:
 - 3.6.1 does not infringe the privacy rights or intellectual property rights of any third party;
 - 3.6.2 does not harm us or bring us or our name into disrepute;
 - 3.6.3 is not for the purposes of breaching or circumventing the security of any network or internet user;
 - 3.6.4 does not damage, disable, impair, compromise, impose an unreasonable or disproportionately large load on our infrastructure or the Solution;
 - 3.6.5 does not collect or harvest any information or data from any Solution or our systems or attempt to decipher any transmissions to or from the servers running any Solution;
 - 3.6.6 does not interfere with any other user's use of the Solution; and
 - 3.6.7 conforms in all respects with all applicable laws, rules, regulations, bye-laws and codes of practice.
- 3.7 We shall prevent any unauthorised access to, or use of, the Solution and, in the event of any such unauthorised access or use, you are required to immediately notify us.
- 3.8 We reserve the right, at any time, to carry out repairs, maintenance, amend or introduce new facilities and functions in respect of all or any part of the Solution.
- 3.9 It is your responsibility to ensure that you provide us with the information required to enable us to properly make the Solution available, and to perform our obligations under this Contract. We shall not be responsible or have any liability for any failure to make the Solution available to the extent caused by your failure to properly ensure the provision of the relevant information to us.
- 3.10 We may, at our absolute discretion, from time to time either host the Solution on its own servers or use third party suppliers to do so in whole or in part. You acknowledge that we may from time to time without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements on you or reasonably restrict your rights due to the requirements of a third party supplier.
- 3.11 If we give at least 14 business days' written notice, we may during business hours inspect, audit and take copies of relevant records, and other documents as necessary, to verify your compliance with this Contract.
- 3.12 Whilst we shall endeavour to ensure that information and materials on or provided through the Solution are correct and accurate, no warranty or representation, express or implied, is given that they are complete,

accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we shall not have any liability for any errors, omissions or inaccuracy in such information and materials.

- 3.13 We may also impose restrictions on the length and manner of usage of any part of the Solution or access for any reason. If we impose restrictions on you or any specific End User, you must not attempt to use the Solution under any other name or End User.
- 3.14 Except as expressly stipulated in this Contract and the Solution Brochure compliance with any specification set out in, referred to in, or appended to, the Order Form or Application Form, we shall not, at any point or within a particular time, be responsible for providing or achieving any particular results or outcomes from your use of the Solution.
- 3.15 We undertake that the Solution will be made available substantially in accordance with any specification set out in, referred to in, or appended to, the Order Form or Application Form. Such undertaking shall not apply to the extent of any non-conformance which is caused by your (or any End User's) use of the Solution contrary to your instructions, or modification or alteration of the Solution by any party other than us.
- 3.16 We, at no additional cost, shall maintain and support the Solution. If we inform you of any fault or failure in the operation of the Solution, we will use our reasonable endeavours to respond to you and resolve and rectify the fault or failure as soon as reasonably practicable.

4. **Your Obligations**

- 4.1 It is your responsibility to ensure that:
 - 4.1.1 the terms of the Order Form/ Application Form (and any other information you provide to us) are current, complete, accurate and not misleading;
 - 4.1.2 you cooperate with us in all matters relating to the Services;
 - 4.1.3 you provide us, our employees, agents, consultants and subcontractors, with access to your personnel, records and facilities as we may reasonably require to ensure compliance with this Contract;
 - 4.1.4 you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5 you obtain and maintain all necessary licences, permissions and consents which may be required for the Services, including any third-party data you use before the date on which the Services are to start;
 - 4.1.6 you comply with all applicable laws and regulations with respect to your activities under this Contract;
 - 4.1.7 you carry out all other your responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 4.1.8 ensure that your users use the Services and the Solution in accordance with the terms and conditions of this Contract and shall be responsible for any of your users' breach of this Contract;
 - 4.1.9 you obtain and shall maintain all necessary licences, consents, and permissions necessary for us, our contractors and agents to perform their obligations under this Contract, including without limitation the Services;
 - 4.1.10 your network and systems comply with the relevant specifications provided by us from time to time; and
 - 4.1.11 you keep all of our materials, equipment, documents and other property (**Our Materials**) in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not

dispose of or use Our Materials other than in accordance with our written instructions or authorisation.

- 4.2 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all data and information you provide to us and submit to us from time to time.
- 4.3 If our ability to provide the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 4.1 (**Your Default**):
- 4.3.1 we will be entitled to suspend performance of the Services (and your access to the Solution) until you remedy Your Default. In certain circumstances Your Default may entitle us to terminate this Contract under clause 12 (Termination);
 - 4.3.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - 4.3.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- 4.4 You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services (and your access to the Solution), including but not limited to:
- 4.4.1 your breach of clause 3 (Our Services);
 - 4.4.2 your breach of clause 4 (Your Obligations);
 - 4.4.3 your infringement of our intellectual property rights or any breach of clause 7;
 - 4.4.4 any breach by you of data protection legislation; and
 - 4.4.5 any breach of your confidentiality obligations under clause 11.
5. **Fees**
- 5.1 In consideration of us providing the Services you must pay our fees (**Fees**) in full in accordance with clauses **Error! Reference source not found.** and 6.
- 5.2 The Fees are the prices applicable to your membership category, annual turnover, level of membership, the software solution to which you are granted access, the fee quoted at the time you submit your membership application.
- 5.3 **For Suppliers.** Solutions are paid for annually.
- 5.4 **For Buyers.** Solutions can be paid either annually, or monthly with a minimum 12-month commitment.
- 5.5 Discounts (and any associated discount codes) for Supplier Solutions only apply to your first year Compliance Chain registration. Year two Fees are paid in full at your year one membership level in accordance with clauses **Error! Reference source not found.** and 6. If do not wish to continue your Compliance Chain membership into year two, written notice must be given in line with Clause 12.3.
- 5.6 Fees that are payable annually and will be taken automatically each twelve-month period rolling from your first registration date and each subsequent anniversary unless and until terminated in accordance with this Contract.
- 5.7 Fees that are payable monthly will be taken automatically each month rolling from your first registration date and each subsequent month unless and until terminated in accordance with this Contract.
- 5.8 You acknowledge that part of our fee structure is set against your turnover, the software solution to which you are granted access and the supplier membership type (as outlined in the Order Form/ Application Form)

and if any of these considerations or your details change, we may modify the Fees accordingly. You must advise us of any change to your requirements without delay.

- 5.9 If you wish to change the scope of the Services after we accept your application, and we agree to such change, we may modify the Fees accordingly.
- 5.10 We reserve the right to increase the Fees on an annual basis with effect from each anniversary of the date you are first provided with access to the Solution (**Start Date**) in line with the percentage increase in the Retail Prices Index (**RPI**) or the Consumer Price Index where RPI is no longer relevant, in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Start Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 5.10.1 In addition to index-based adjustments, we may increase the Fees from time to time to reflect:
- (a) significant enhancements, upgrades, or expansions to the functionality, performance, or features of the Solution;
 - (b) material improvements or additions to our service offering or platform capabilities;
 - (c) increased third-party or infrastructure costs incurred in delivering the Solution; or
 - (d) changes in applicable laws, regulations, or industry standards that materially affect the cost of providing the Solution.
- 5.11 Where any such non-index-based increase is to take effect, we will provide you with at least **30 days' prior notice** (by email, in-platform notification, or other reasonable means) specifying the details and effective date of the revised Fees.
- 5.12 Your continued access to or use of the Solution after the effective date of a fee increase shall constitute your acceptance of the revised Fees. If you do not agree to the increase, you may terminate your subscription in accordance with the termination provisions of these Terms prior to the effective date of the change.
- 5.13 Our Fees are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Fees.
6. **How to Pay**
- 6.1 Payment for the Services is in advance. We will take your first payment upon acceptance of your Order Form or Application Form (as outlined in clause 2.2 or clause 2.7, as applicable) and will take subsequent payments at the appropriate period outlined in the Order Form or Application Form (monthly, quarterly or annually) in advance.
- 6.2 You can pay for the Services using a debit card or credit card or direct debit or via BACS. For direct debit payments, your designated bank account will be charged automatically at the appropriate period outlined in the Order Form or Application Form (monthly, quarterly or annually). You authorise us to take such payments in accordance with this Contract. We will send you an electronic invoice within seven days of the beginning of the month following payment. Alternatively, at our discretion, we may invoice you for the Services. Any such invoice shall be payable by you to us within 7 (seven) days of the date of the invoice.
- 6.3 If you fail to make a payment under this Contract by the due date, then, without limiting our remedies under clause 12 (Termination), we may:
- 6.3.1 charge you interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.3 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%; and
 - 6.3.2 suspend our supply of the Services (including your access to the Solution) until such payment is made and we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services due to your non-payment of the Fees.

- 6.4 All amounts and fees stated or referred to in this Contract shall be payable in pounds sterling and are non-cancellable and non-refundable.
- 6.5 You will pay all amounts due under this Contract in full, without set-off or withholding any amount in respect of monies we may owe you.

7. Intellectual Property Rights

- 7.1 All intellectual property rights (including any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use), and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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) in the Solution and arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.
- 7.2 All intellectual property rights in any materials including any data or information, provided by you to us for the term of this Contract for the purpose of providing the Services to you (**Client Data**), will remain your property.
- 7.3 You agree to grant us a fully paid-up, non-exclusive, royalty-free, licence to copy and modify any Client Data. Further, you agree that we can use, modify, aggregate and share the data provided to us for any purposes reasonably required by us, including for commercial purposes.

8. How We May Use Your Data Personal Information

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy [<https://www.compliancechain.com/privacy-policy/>], the terms of which are incorporated into this Contract.

9. Limitation of Liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 9.1 You are responsible for making your own arrangements for the insurance of any losses.
- 9.2 Nothing in this Contract limits any liability which cannot legally be limited, including liability for:
- 9.2.1 death or personal injury caused by negligence;
 - 9.2.2 fraud or fraudulent misrepresentation; and
 - 9.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.3 Subject to clause 9.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for:
- 9.3.1 loss of profits;
 - 9.3.2 loss of sales or business;
 - 9.3.3 loss of agreements or contracts;
 - 9.3.4 loss of anticipated savings;
 - 9.3.5 loss of use or corruption of software, data or information;
 - 9.3.6 loss of wasted expenditure;

9.3.7 loss of or damage to goodwill; and

9.3.8 any indirect or consequential loss.

9.4 Subject to clause 9.2, our total aggregate liability to you arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the greater of £10,000 or 100% of the total Fees paid under this Contract in the calendar year of any claim.

9.5 We have given commitments as to compliance of the Services with the relevant specification in clause 3.15. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.

9.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of you having grounds to make a claim in respect of the event and shall expire 6 (six) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.7 Except as expressly and specifically provided in this Contract, the Services and any deliverables are provided to you on an “as is” basis and we shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by us to you in connection with the Services, or any actions taken by us at your direction;

9.8 Nothing in this Contract excludes your liability for any breach, infringement or misappropriation of our intellectual property rights.

9.9 This clause 9 will survive termination of this Contract.

10. **No Warranty**

10.1 We are not responsible for and do not warrant that:

10.1.1 your use of the Services, and the Solution, will be uninterrupted, timely, error-free or secure from unauthorised access, or that it will meet your (or an End User's) individual requirements;

10.1.2 the Solution will be free from vulnerabilities or viruses;

10.1.3 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.

10.2 Whilst we will use reasonable endeavours to make the Solution available we shall not have any liability if for any reason the Solution is unavailable for any time or for any period.

11. **Confidentiality**

11.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 11.2.

11.2 We each may disclose the other's confidential information:

11.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under this Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 11; and

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 11.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under this Contract.

12. **Term, Termination, Consequences of Termination and Survival**

- 12.1 **Term.** This Contract shall commence on the Commencement Date and continue for the Initial Term (as set out in the Order Form or Application Form). This Contract shall automatically extend for a further 12 month period (a **Subsequent Term**) at the end of the Initial Term and each Subsequent Term.

- 12.2 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate this Contract with immediate effect by giving written notice to you if:

12.2.1 you commit a material breach of any term of this Contract and (if such a breach is remediable) fail to remedy that breach within 14 (fourteen) days of you being notified in writing to do so;

12.2.2 you fail to pay any amount due under this Contract on the due date for payment, including any renewal payments;

12.2.3 a breach of any of the obligations set out in clauses 3.2, 3.4, 3.5, 3.6, 4, or 7;

12.2.4 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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 your 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;

12.2.5 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;

12.2.6 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under this Contract has been placed in jeopardy;

12.2.7 you are the subject of a bankruptcy petition, application or order; or

12.2.8 you undergo a change of control (as defined in section 1124 of the Corporation Tax Act 2010).

- 12.3 Either party may terminate this Contract by giving at least 3 months' written notice prior to the expiry of the Initial Term or any Subsequent Term. Following any such valid notice of termination this Contract will terminate upon the expiry of the relevant Initial Term or Subsequent term following such notice. You will not be entitled to any refund of any Fees paid, even where you have ceased use of the Solution prior to any termination notice taking effect.

12.4 **Consequences of termination**

- 12.4.1 On termination of this Contract:

12.4.1.1 you will be removed from the database outlined on the Solution, and your rights to use the Solution will terminate, immediately upon receipt of any such valid notice of termination; and

12.4.1.2 you must return all of our Materials which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with this Contract.

- 12.4.2 Termination of this Contract will not affect your or our rights and remedies that have accrued as at termination.

12.5 **Survival.** Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

13. **Events Outside Our Control**

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

13.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Contract:

13.2.1 we will contact you as soon as reasonably possible to notify you; and

13.2.2 our obligations under this Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

14. **Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of this Contract.

15. **Notices**

15.1 When we refer to “in writing” in these Terms, this includes email.

15.2 Any notice given by one of us to the other under or in connection with this Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

15.3 A notice is deemed to have been received:

15.3.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

15.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

15.3.3 if sent by email, at 9.00 am the next working day after transmission.

15.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15.5 The provisions of this clause **Error! Reference source not found.** will not apply to the service of any proceedings or other documents in any legal action.

16. **General**

16.1 **Interpretation.** Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision. Any words following the terms **including, include, in particular, 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. A reference to **writing** or **written** includes electronic communication and email.

16.2 **Third Party Providers.** You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties including via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment

and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party or third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into, and any transaction completed via any third-party website, is between you and the relevant third party, and not us. We do not endorse or approve any third-party, third-party services, nor the content of any of the third-party website made available via the Services.

16.3 **Assignment and transfer**

16.3.1 We may assign or transfer our rights and obligations under this Contract to another entity.

16.3.2 You may only assign or transfer your rights or your obligations under this Contract to another person if we agree in writing.

16.4 **No Partnership or Agency.** Nothing in this 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).

16.5 **Variation.** Subject to clause 1.7, any variation of this Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

16.6 **Waiver.** If we do not insist that you perform any of your obligations under this Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

16.7 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.8 **Third party rights.** This Contract is between you and us. No other person has any rights to enforce any of its terms.

16.9 **Governing law and jurisdiction.** This Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.