

## 1. TERMS OF BUSINESS

- 1.1. These Terms of Business are by and between Interactive Transaction Solutions Limited, a company incorporated in England whose registered office is at 1 Westleigh Office Park, Scirocco Close, Northampton, NN3 6BW ("ITS"), and You, the Company.
- 1.2. A "party" shall mean a party to these Terms of Business and "parties" shall collectively refer to both parties to these Terms of Business.
- 1.3. These Terms of Business are a legally binding agreement and incorporate each of (i) the Order Form and (ii) these Terms of Business, together consisting of the agreement between ITS and the Company.
- 1.4. In the event that these Terms of Business are in another language than English, the English version will be deemed to be conclusive in the event of any dispute arising thereto.

## 2. DEFINITIONS

- 2.1. **"Agreement"** means these Terms of Business.
- 2.2. **"Confidential Information"** includes all information exchanged between the parties to these Terms of Business, whether in writing, electronically or orally, but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.
- 2.3. **"Company"** means the company referenced on the Order Form, and, where the context permits, includes any Representative who registers to use the Software or Service.
- 2.4. **"Data"** means any data inputted by You or with Your authority into the Software or received by you whilst providing the Service
- 2.5. **"Fees"** means any set-up, annual licence, services, or transaction charges (excluding any taxes and duties) payable by You in accordance with the Order Form and payable on the frequency set out in the Order Form.
- 2.6. **"Intellectual Property Right"** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- 2.7. **"Order Form"** means the sales order form between the Company and ITS for the Software or Services.

- 2.8. **"Payment Period"** means the frequency by which the Fees are paid as set out on the Order Form. "Representative" means any representative of the Company.
- 2.9. **"Service"** means the services made available to You in accordance with the Order Form (as may be changed or updated from time to time by us).
- 2.10. **"Service Support"** means any support services provided by ITS as part of the Services.
- 2.11. **"Software"** means any software made available to You in accordance with the Order Form as operated by ITS.
- 2.12. **"You"** means the Subscriber, and where the context permits, an Invited User.
- 2.13. **"Your"** has a corresponding meaning.

## 3. GRANT OF LICENCE

- 3.1. By registering to use the Software or Service, You acknowledge that You have read and understood these Terms of Business and have the authority to act on behalf of any person for whom You are using the Software or Service. You are deemed to have agreed to these Terms of Business on behalf of any entity for whom You use the Software or Service.
- 3.2. These Terms of Business are a legally binding agreement that commences on the earliest date on which (i) the parties sign the Order Form, or (ii) any Representative makes a payment of a Fee for the Software or Services or (iii) clicks on the "accept" button to install or use the Software or (iv) Services are made available to You.
- 3.3. If the Company does not agree to these Terms of Business, we will not licence the Software or provide any Services to You and You must (i) click on the "reject" button or (ii) notify us in accordance with clause 9.
- 3.4. We grant You a licence to use the Software on the basis of these Terms of Business. We do not sell the Software to You. We remain the owners of the Software at all times.
- 3.5. We grant You, as the Representative, the right to access and use the Software or Service via the Software with the particular user roles available to You according to Your subscription type. This right is nonexclusive, non-transferable, and limited by and subject to these Terms of Business. Each user licence applies to one concurrent individual user and device.

3.6. We reserve the right to change these Terms of Business at any time, effective upon the posting of modified terms and We will make every effort to communicate these changes to You via email or notification. It is likely the terms of use will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Services and Software.

3.7. **Third Party Accounts.** By using the Software, You authorise ITS to access third party sites designated by You, on Your behalf, to retrieve information requested by You, and to register for accounts requested by You. For all purposes hereof, You hereby grant ITS a limited power of attorney, and You hereby appoint ITS as Your true and lawful attorney-in fact and agent, with full power of substitution and resubstitution, for You and in Your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use Your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as You might or could do in person, only as required to provide You the Software or Service. You acknowledge and agree that when ITS accesses and retrieves information from third party sites, ITS are acting as Your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorisation, agency and power of attorney granted by You. You understand and agree that the Software is not endorsed or sponsored by any third party account providers accessible through the Software.

## 4. YOUR OBLIGATIONS

4.1. 4.1. An invoice for each Fee will be issued to you each Payment Period. We will continue to invoice You until these Terms of Business are terminated in accordance with clause 9.

4.2. Each fee shall be payable by You within 30 days of receipt of invoice.

4.3. You are responsible for payment of all taxes and duties in addition to the Fee.

4.4. You must only use the Software or Service and Software for Your own lawful internal business purposes, in accordance with these Terms of Business and any notice sent by us or condition posted on the Software.

4.5. You must ensure that all usernames and passwords required

to access the Software or Service are kept secure and confidential by You and Your Representatives. You must immediately notify us of any unauthorised use of Your passwords or any other breach of security and we will reset Your password and You must take all other actions that we reasonably deem necessary to maintain or enhance the security of our computing systems and networks and Your access to the Software or Services.

4.6. As a condition of these Terms of Business, when accessing and using the Software or Services, You must:

4.6.1. not attempt to undermine the security or integrity of our computing systems or networks or, where the Software or Services are hosted by a third party, that third party's computing systems and networks;

4.6.2. not use, or misuse, the Software or Services in any way which may impair the functionality of the Software or Services, or other systems used to deliver the Software or Services or impair the ability of any other user to use the Software or Services;

4.6.3. not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Software or Services are hosted;

4.6.4. not transmit, or input into the Software, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and

4.6.5. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Software or Services or to operate the Software except as is strictly necessary to use either of them for normal operation.

4.7. Use of the Software or Service may be subject to fair use limitations.

4.8. Where data is stored by ITS, we reserve the right not to host unusually high levels of data.

## 5. CONFIDENTIALITY AND PRIVACY

- 5.1. Provide Accurate Information. You agree to provide true, accurate, current and complete information about Yourself and Your accounts and You agree not to misrepresent Your identity or Your account information. You agree to keep Your account information up to date and accurate.
- 5.2. Unless the relevant party has the prior written consent of the other or unless required to do so by law each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms of Business. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms of Business.
- 5.3. Each party's obligations under this clause will survive termination of these Terms of Business.
- 5.4. The provisions of clauses 5.1 and 5.2 shall not apply to any information which:
  - 5.4.1. is or becomes public knowledge other than by a breach of this clause;
  - 5.4.2. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 5.4.3. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
  - 5.4.4. is independently developed without access to the Confidential Information.

## 6. INTELLECTUAL PROPERTY

- 6.1. Title to, and all Intellectual Property Rights in the Software or Services and ITS as a company including any documentation relating to the Software thereto remain the property of ITS (or its licensors).
- 6.2. Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the Fee when due. You grant us a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Software or Services and for any other purpose related to provision of services to You.

- 6.3. You must maintain copies of all Data inputted into the Software or Service. We adhere to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but do not make any guarantees that there will be no loss of Data. We expressly exclude liability for any loss of Data no matter how caused.
- 6.4. 6.4. If You enable third-party applications for use in conjunction with the Software or Services, You acknowledge that we may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Software or Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

## 7. WARRANTIES AND ACKNOWLEDGEMENTS

- 7.1. You warrant that where You are a Representative, You have the authority to agree to these Terms of Business on behalf of that person and agree that by registering to use the Software or Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms of Business, without limiting Your own personal obligations under these Terms of Business.
- 7.2. The provision of, access to, and use of, the Software or Services is on an "as is" basis and at Your own risk and You acknowledge that:
  - 7.2.1. You are authorised to use the Software or Services and the Software and to access the information and Data that You input into the Software, including any information or Data input into the Software by any person You have authorised to use the Software or Service. You are also authorised to access the processed information and Data that is made available to You through Your use of the Software and the Software or Services (whether that information and Data is Your own or that of anyone else).
  - 7.2.2. We have no responsibility to any person other than You and nothing in these Terms of Business confers, or purports to confer, a benefit on any person other than You. If You use the Software or Services or access the Software on behalf of or for the benefit of anyone other than Yourself (whether a body corporate or otherwise) You agree that:
  - 7.2.3. You are responsible for ensuring that You have the right to do so;

- 7.2.4. You are responsible for authorising any person who is given access to information or Data, and You agree that we have no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
- 7.2.5. We do not warrant that the use of the Software or Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Software or Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Software or Services. We are not in any way responsible for any such interference or prevention of Your access or use of the Software or Services;
- 7.2.6. It is Your sole responsibility to determine that the Software or Services meet the needs of Your business and are suitable for the purposes for which they are used;
- 7.2.7. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to Your Data via the Software and the Software will comply with laws applicable to You (including any laws requiring You to retain records); and
- 7.2.8. You warrant and represent that You are acquiring the right to access and use the Software or Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Software or Services, or these Terms of Business
- provider site, even if the provider has been advised previously of the possibility of such damages; or (vii) any other matter relating to the Services or the Software.
- 8.2. In the event that clause 8.1 should prove for any reason ineffective to exclude any liability referred to in that clause any such liability inclusive of any VAT or other sales tax, shall in no circumstances (when all claims and causes are aggregated) exceed the value of all invoices paid by Customer to Company in the preceding three (3) months.
- 8.3. Neither Party excludes or limits its liability under these Terms of Business for:
- 8.3.1. death or personal injury caused by its negligence;
- 8.3.2. fraudulent misrepresentation; and
- 8.3.3. any other type of liability which cannot by law be excluded or limited.
- 8.4. If You are not satisfied with the Software or Service, Your sole and exclusive remedy is to terminate these Terms of Business in accordance with Clause 9.
- 8.5. Disclaimer of warranties. You expressly understand and agree that:
- 8.5.1. Your use of the Software and all information, products and other content (including that of third parties) included in or accessible from the Software is at Your sole risk. The Software is provided on an “as is” and “as available” basis. ITS expressly disclaim all warranties of any kind as to the Software and all information, products and other content (including that of third parties) included in or accessible from the Software, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.5.2. ITS makes no warranty that (i) the Software will meet Your requirements, (ii) the Software will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Software will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by You through the Software will meet Your expectations, or (v) any errors in the technology will be corrected.

## 8. LIMITATION OF LIABILITY

- 8.1. You agree that neither ITS nor any of their affiliates, account providers or any of their affiliates will be liable for any harms including any direct, indirect, incidental, special, consequential or exemplary damages, not limited to, contract, tort, negligence or damages for loss of profits, goodwill, use, data or other intangible losses, even if ITS has been advised of the possibility of such damages, resulting from: (i) the use or the inability to use the Software; (ii) the cost of getting substitute Software or Services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Software; (iv) unauthorised access to or alteration of Your transmissions or Data; (v) the use, inability to use, unauthorised use, performance or non-performance of any third party account

8.5.3. Any material downloaded or otherwise obtained through the use of the Software is done at Your own discretion and risk and You are solely responsible for any damage to Your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by You from ITS through or from the Software will create any warranty not expressly stated in these terms.

8.6. You agree to protect and fully indemnify ITS and their affiliates from any and all claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from Your use of the Services or Software, Your breach of these Terms of Business, Your infringement, or infringement by any other Representative or user of any Intellectual Property Right or other costs incurred by ITS, including any claims or loss relating to:

8.6.1. our refusal to provide any person access to Your information or Data in accordance with these Terms of Business,

8.6.2. our making available information or Data to any person with Your authorisation.

8.6.3. We will not provide any refund for any remaining Payment Period for a prepaid Fee subscription.

## 9. TERMINATION

9.1. These Terms will continue for the period covered by the Fee paid or payable in the Order Form. At the end of each year these Terms of Business will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Fee when due, unless either party terminates these Terms of Business by giving notice to the other party at least 30 days before the end of year anniversary of any Order Form.

9.2. If You:

9.2.1. Fail to make a payment of any invoice by a due date;

9.2.2. breach any of these Terms of Business (including, without limitation, by non-payment of any Fees) and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;

9.2.3. breach any of these Terms of Business and the breach is not capable of being remedied (which includes (without limitation) any breach of these Terms of Business or any payment of Fees that are more than 30 days overdue); or

9.2.4. You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction, we may take any or all of the following actions, at its sole discretion:

9.2.5. Terminate these Terms of Business and Your use of the Software or Services;

9.2.6. Suspend for any definite or indefinite period of time, Your use of the Software or Services;

9.2.7. Take either of the actions in sub-clauses 9.2.5 or 9.2.6 in respect of any or all other persons whom You have authorised to have access to Your information or Data.

9.3. Termination of these Terms of Business are without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of these Terms of Business You will:

9.3.1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and

9.3.2. immediately cease to use the Software or Services and the Software.

9.3.3. Clauses 4.1, 4.6, ARTICLE 5, ARTICLE 6, ARTICLE 7, ARTICLE 8, ARTICLE 9 and ARTICLE 12 survive the expiry or termination of these Terms of Business.

## 10. HELP DESK

10.1. In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting us. If You still need technical help, please check the support provided online by us on the Services or Software or failing that email us at [cs@paya.group](mailto:cs@paya.group). Our Client Services team are available on Monday to Friday from 9.00am to 5.00pm UK time excluding UK bank holidays.

## 11. SERVICE AVAILABILITY

- 11.1. Whilst we intend that the Software or Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Software or Services or Software may be unavailable to permit maintenance or other development activity to take place.
- 11.2. If for any reason we have to interrupt the Software or Services for longer periods than we would normally expect, we will use reasonable endeavours to publish in advance details of such activity online.

## 12. GENERAL

- 12.1. These Terms, together with our privacy policy and the terms of any other notices or instructions given to You under these Terms of Business, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and ITS relating to the Software or Services and the other matters dealt with in these Terms of Business.
- 12.2. If either party waives any breach of these Terms of Business, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.
- 12.3. Neither party will be liable for any delay or failure in performance of its obligations under these Terms of Business if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay any invoices.
- 12.4. You may not assign or transfer any rights to any other person without our prior written consent.
- 12.5. If any part or provision of these Terms of Business are invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of these Terms of Business will be binding on the parties.
- 12.6. Any notice given under these Terms of Business by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to ITS must be sent to [cs@paya.group](mailto:cs@paya.group) or to any other email address notified by email to You by us. Notices to You will be sent to the email address which You provided when setting up Your access to the Software or Service.

- 12.7. A person who is not a party to these Terms of Business has no right to benefit under or to enforce any term of these Terms of Business.
- 12.8. These Terms of Business are governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with these Terms of Business.