

# TERMS AND CONDITIONS

## TASKIZE CONNECT

2016-12-23

### 1. Definitions and interpretation

This Agreement shall be interpreted in accordance with the provisions of Schedule 1.

### 2. Consideration

- 2.1. Subject to, and as outlined in, this Agreement, Taskize agrees to:
  - 2.1.1. permit the Client and the Obligated Persons to use the Subscribed Services;
  - 2.1.2. make the Subscribed Services available to the Client; and
  - 2.1.3. comply with its obligations pursuant to this Agreement.
- 2.2. Subject to, and as outlined in, this Agreement, the Client agrees to:
  - 2.2.1. pay the Fee to Taskize;
  - 2.2.2. give the Warranties;
  - 2.2.3. license the Client Data to Taskize; and
  - 2.2.4. comply with its obligations pursuant to this Agreement.

### 3. Users

- 3.1. During the Term, the Client shall ensure the accuracy of the Relevant Information in respect of each Authorised User.
- 3.2. An Authorised User shall become an Active User during the Term by accessing the Subscribed Services.
- 3.3. Any Authorised User who becomes an Active User shall remain as an Active User for the Use Period.
- 3.4. Following the Use Period:
  - 3.4.1. the Active User in respect of whom that Use Period relates shall cease to be an Active User; and
  - 3.4.2. the User Subscription associated with such Active User shall become available for use by another Active User.
- 3.5. The Client warrants to Taskize that:
  - 3.5.1. each Authorised User is an employee, agent or contractor of the Client or an Obligated Group Entity;
  - 3.5.2. in the event that an Authorised User ceases to be an employee, agent or contractor of the Client or an Obligated Group Entity, it shall remove, or procure the removal, of all Relevant Information relating to that Authorised User from the Services immediately; and
  - 3.5.3. in the event that an Active or Authorised User ceases to be an employee, agent or contractor of the Client or a Obligated Group Entity, it shall ensure that such person's access to, and ability to access, the Subscribed Services is immediately terminated.

### 4. User Subscriptions

- 4.1. The Client shall ensure that the number of Active Users per Plan from time to time shall not exceed the number of User Subscriptions set out in respect of that Plan in the Order Form.
- 4.2. In the event that, in breach of paragraph 4.1, the number of Active Users exceeds the number of User Subscriptions set out in the Order Form in respect of that Plan at any point during a billing period then Taskize may at its discretion, and without prejudice to any other actions, rights or remedies available to Taskize, increase the Fee payable in respect of that billing period as outlined in the relevant Plan.

4.3. The Client may, from time to time request that it purchase additional User Subscriptions per Plan in excess of the number set out in the Order Form. If the Client wishes to purchase additional User Subscriptions, the Client should contact Taskize to discuss its requirements and the associated costs. Any additional User Subscriptions must be agreed in writing between the Client and Taskize by way of variation to the Order Form.

4.4. The Client shall procure that each User Subscription shall be used by only one natural person in any Use Period or by an API User.

4.5. The Client acknowledges the terms of the Taskize Support Services Policy and in particular acknowledges that, notwithstanding any additional payment made pursuant to paragraph 4.2 or otherwise, service levels cannot be guaranteed (in particular, service levels may not be met in the event that the number of Concurrent Users exceeds the number of Concurrent Users stated on the Order Form in respect of that Plan).

## **5. Use of the Service**

5.1. The Client shall, and shall procure that each of the Obligated Persons shall, use the Subscribed Services:

5.1.1. only for the Purpose; and

5.1.2. in the case of a Client who is a Direct Client, only in carrying on the business of in the case of the Client, the Client or in the case of an Obligated Group Entity, that Obligated Group Entity; and

5.1.3. in the case of a Client who is a Sponsored Client, to only in carrying on the business of the Client or an Obligated Group Entity to the extent that it relates to business of that Sponsored Client's Sponsor (i.e. the Subscribed Services must only be used by a Sponsored Client and/or its Obligated Group Entities for the business of both, and not one of, (i) the Sponsored Client's Sponsor and (ii) in the case of the Client, the Client or in the case of an Obligated Group Entity, that Obligated Group Entity); and

5.1.4. in the case of a Client who is BOTH a Direct Client and a Sponsored Client, 5.1.2 shall apply unless the Client is using the Services with their Sponsor when 5.1.3 will apply this being clearly indicated by the Services.

5.2. The Client shall not, and shall procure that each of the Obligated Persons shall not, use, input, access, store, copy, distribute, publish, process, maintain, transmit, remove, modify or perform any data, information, material or action in connection with the Services that is: unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, offensive, facilitates illegal activity, depicts sexually explicit images, promotes violence, is discriminatory, is contrary to any rule or regulation or constitutes illegal activity and/or causes damage or injury to any person or property or where such use, input, access, storage, copying, distribution, publishing, processing, maintenance, transmission, removal, modification or performance would be in breach of any law, rule, regulation, judgement, binding decision, undertaking, obligation or the Documentation.

5.3. The Client shall, and shall procure that it and each of its Obligated Persons shall:

5.3.1. comply with all applicable laws, regulations and rules of any relevant regulator, government or administrative body or authority; and

5.3.2. not breach any decision, judgement, undertaking or obligation which is binding upon the Client and/or the Obligated Person; and

5.3.3. obtain and maintain all licences, consents, permissions and approvals and make any notifications as are required by applicable law, regulation or rule,

in each case in relation to, or connected with, its and its Obligated Person's use of the Software, Services and/or Documentation.

5.4. If the Client or any of its Obligated Persons becomes aware of, or suspects that any person (including a third party) is in breach of, or has breached, any of paragraphs 5.1, 5.2 or 5.3 then the Client or an Obligated Person may, report such matter (as soon as reasonably practicable and giving all relevant known information) to Taskize either in writing or by using the abuse reporting facility provided in the Service.

5.5. Without prejudice to any other actions, rights or remedies available to Taskize, Taskize reserves the right, without any liability, in its discretion, to take the action set out in the Taskize Acceptable Use Policy in the event that there has, or Taskize considers it reasonably likely that there has, been a breach of any of paragraphs 5.1, 5.2 or 5.3.

5.6. The Client shall be solely responsible for its actions (including inaction) and the actions (including inaction) of its Obligated Persons arising in connection with the Services.

## **6. Client's Obligations in relation to Services, Software and Documentation**

6.1. The Client: (i) shall not and shall not attempt to; and (ii) shall procure that its Obligated Persons shall not and shall not attempt to, in each case:

- 6.1.1. copy, alter, modify, adapt, duplicate, frame, mirror, republish, display, transmit, distribute, decompile, disassemble or create derivative works from (including error correction), or otherwise interfere with, all or any portion of the protocols, Software, and/or Documentation in any form or media or by any means;
- 6.1.2. download the Software and/or Documentation except in connection with the Client or an Obligated Group Entity's permitted use of the Subscribed Service;
- 6.1.3. reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the protocols, Software, and/or Documentation;
- 6.1.4. access or make any use of all or any part of the Services, Software and/or Documentation: (i) in order to build any product, software or service which competes with the Services, Software and /or Documentation; or (ii) for any reason other than as provided for in paragraph 5.1;
- 6.1.5. recreate user interfaces or functionality available in the Service (through the API or otherwise);
- 6.1.6. license, sell, rent, lease, transfer, assign, distribute, display, disclose, allow usage, convey or otherwise commercially exploit, or otherwise make the Services, Software and/or Documentation available to any third party, except as specifically permitted by this Agreement;
- 6.1.7. attempt to obtain, or assist third parties in obtaining, access to the Services, Software and/or Documentation (save pursuant to paragraph 7.3 or as a Sponsor);
- 6.1.8. access part(s) of the Services, Software and/or Documentation in order to derive unlicensed or undocumented capabilities or integrations from the Services, Software and/or Documentation;
- 6.1.9. upload any information or content that contains viruses, worms, Trojan horses, corrupt files, or any other similar software or programs, harmful code or data that may damage the operation of the Services or any other user's system, computer or device;
- 6.1.10. remove any proprietary notices from the Website or any materials made available to the Client or an Obligated Entity by Taskize or through the Service; or
- 6.1.11. publish or disclose to third parties any evaluation of the Subscribed Services without Taskize's prior written consent.

6.2. The Client shall, and shall procure that each Obligated Person shall, use reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Software and/or Documentation and, in the event of any such unauthorised access or use, promptly notify Taskize of such event in writing.

## **7. Intellectual property etc.**

7.1. Subject to paragraph 10, Taskize shall own the IPR and any and all other rights in any Software, Documentation and the databases and directories created by Taskize in the provision of the Services with effect from the date of creation.

7.2. Taskize grants to the Client for the Term a non-exclusive, worldwide, royalty free and non-transferable and non- sub licensable (save as set out in paragraph 7.3) right to permit Authorised Users and /or Active Users to access and use the Software, Documentation, databases and/or directories solely for the Subscribed Services and subject to the provisions of this Agreement.

7.3. The Client may sub-licence access to, and use of, the Subscribed Services, Software, Documentations, databases and/or directories to any Obligated Group Entity on terms which:

- 7.3.1. are consistent with the provisions of this Agreement;
- 7.3.2. oblige such Obligated Group Entity to comply (save in respect of: (i) payment of the Fee; and (ii) the ability to sub-licence to Obligated Group Entities) with the provisions of this Agreement as if they were named herein as the Client; and

7.3.3. permit Taskize to enforce the provisions of such sub-license directly against the Obligated Group Entity.

7.4. Taskize hereby grants to the Client the right to use the Taskize name and logo on its websites, screens and databases solely in connection with the provision and use of the Subscribed Services.

7.5. The Client hereby grants to Taskize the right to use the Client's and each Obligated Group Entity's name and/or logo:

7.5.1. on its Website, screens and databases in connection with the provision and use of the Services;

7.5.2. to display to other logged in users of the Services in connection with the provision of the Services; and/or

7.5.3. in lists giving examples of current users or subscribers to the Service.

7.6. The licences granted pursuant to paragraphs 7.2 to 7.4 shall terminate automatically on termination of this Agreement.

## **8. Client Data**

8.1. Taskize does not, and shall not be obligated under this Agreement, to verify, authenticate, monitor or edit any Client Data (including, for the avoidance of doubt, the client data provided by any other client or user of the Services) or any other information or data input or stored in connection with the Services whether for completeness, integrity, quality, accuracy or otherwise. Taskize does not guarantee or make any promises or warranties, and excludes all liability arising from loss or damages arising, in respect of inaccurate or incomplete data or information available in connection with the Services.

8.2. The Client warrants and undertakes (for itself and on behalf of its Obligated Group Entities) that it has full right and ability to use and share the Client Data and other data, information or material in connection with the Services (including with Taskize for use by Taskize in accordance with the Documentation) and that such use, and the use that may be made of such Client Data, data, information or material pursuant to the Documentation, is in accordance with its rights and does not breach the IPR of any third party. In the event of breach of this paragraph 8.2, the Client hereby indemnifies Taskize, and keeps Taskize indemnified, in respect of any costs, loss, damages and/or expenses incurred.

8.3. The Client acknowledges and agrees that it is responsible and liable for the legality, reliability, integrity, accuracy and quality of the Client Data that the Client and/or its Obligated Users provide to Taskize and/or other users of the Services.

8.4. The Client acknowledges that it is its sole responsibility and obligation to ensure that it retains and archives any Client Data or other data, information, material and/or content generated by, or connected with, the Services as is necessary in order for the Client and for any Obligated Group Entity to meet its own particular legal, regulatory and/or other requirements.

8.5. Taskize may make formatting changes to and/or convert any Client Data or any specific information, data, material and /or content (such as translating it, modifying the size, or file type or removing metadata).

8.6. Without prejudice: (i) to the terms of paragraph 20; or (ii) to the extent that they can not lawfully be excluded, any other remedies which may be available to the Client or any other natural person:

8.6.1. in the event of any loss, damage, destruction and/or alteration to Client Data or other data, information, material or content generated by or connected with the Service, the Client's sole and exclusive remedy shall be for Taskize to use commercially reasonable efforts to restore such from the latest back-up of such maintained by Taskize in accordance with the Taskize Record Retention Policy; and

8.6.2. Taskize shall not be responsible or liable for, or required to compensate the Client or any Obligated Person in respect of, any claim (including third party claims made against the Client or any Obligated Person) and/or proceedings for any damages and/or losses (in each case whether direct, indirect, consequential, special or otherwise) which are suffered or incurred by that third party in connection with any Client Data or other data, information, material or content generated by or connected with the Services (including its loss, damage, destruction, alteration and/or disclosure).

8.7. The Client hereby grants to Taskize of a non-exclusive, perpetual, irrevocable worldwide, royalty free, transferable and sub-licensable right to use, input, access, store, copy, distribute, publish, process, maintain, transmit, modify, perform or remove without any further consent and/or notice, any and all Client Data. The foregoing licence shall include the right to make copies, communicate and adapt such information, data material and/or content in connection with the Services.

8.8. Without prejudice to the generality of paragraph 8.7, the Client specifically acknowledges and consents for itself and on behalf of an Obligated Group Entity that Taskize may use anonymised Client Data and other information, data, material and/or content from one or more Clients and/or Obligated Group Entities to provide reports or provide other services.

## **9. Data and Information Security**

9.1. By providing and/or submitting any individual's Personal Data to Taskize, the Client for itself and on behalf of each Obligated Group Entity confirms that appropriate consent and authority has been received from such individuals to the collection, use, storage, disclosure and other processing of such Personal Data:

9.1.1. in accordance with the Policies; and

9.1.2. as envisaged by the Services and the Documentation which, for the avoidance of doubt, envisages the transfer of information (including Personal Data) contained in Bubbles to third parties who may or may not be located in countries outside of the European Economic Area (the "EEA").

9.2. The Client, for itself and on behalf of each Obligated Group Entity, acknowledges its and their understanding that:

9.2.1. any information (including Personal Data) provided by it, or by an Obligated Person, may be comprised in a directory which may be used by other users of the Service in order to contact an individual;

9.2.2. any information (including Personal Data) provided by it, or by an Obligated Person, in a Bubble may be read, collected, used and retained by third parties who access the Bubble and/or receive a record of the Bubble;

9.2.3. Taskize cannot control the privacy, security or retention of information (including Personal Data) that the Client or any Obligated Person chooses to share with third parties through a Bubble; and

9.2.4. a record of each Bubble (including information regarding the Active Users in the Bubble, which may constitute Personal Data, and a record of the Bubble) will be:

9.2.4.1. processed by Taskize in accordance with the Documentation and the Taskize Data Privacy Policy; and

9.2.4.2. in accordance with paragraph 20.3.7, made available and/or provided to to third parties.

9.3. The Client, for itself and on behalf of each Obligated Group Entity, confirms in the event that an Authorised User or an Active User revokes its consent to the sharing of Personal Data for the purposes of the Subscribed Services, the Client or Obligated Group Entity (as applicable) shall remove, or procure the removal of that Authorised User or Active User, and of all Relevant Information relating to that individual, from the Services immediately and shall ensure that such person's access to, and ability to access, the Subscribed Services is immediately terminated.

9.4. The Client, for itself and on behalf of each Obligated Group Entity, is regarded as the Data Controller for the purpose of this Agreement and agrees to comply with its obligations under the applicable DP Law as Data Controller.

9.5. The Client, for itself and on behalf of each Obligated Group Entity, confirms its understanding that Taskize may collect information for its own purposes through the Website and/or in connection with the Services and, in those circumstances, Taskize shall be regarded as Data Controller.

9.6. Where acting as Data Processor pursuant to this Agreement, Taskize shall and shall procure that its suppliers shall:

9.6.1. comply with its obligations under the applicable DP Law;

9.6.2. process Personal Data only to the extent to give effect to the arrangements envisaged by this Agreement; and

9.6.3. maintain reasonable administrative, technical and physical security measures designed to keep the Personal Data confidential and protect such personal data from unauthorized access, destruction, use, modification or disclosure.

9.7. The Client, for itself and on behalf of each Obligated Group Entity, agrees that:

9.7.1. it will maintain reasonable administrative, technical and physical security measures designed to keep Personal Data and any other data received through the Services (including records of any Bubbles received by it) that is not owned by it as confidential; and

9.7.2. that it shall protect all such data from unauthorized access, destruction, use, modification or disclosure,

**(accepting and acknowledging that this paragraph 9.7.2 may be enforced by any past or present third party client or third party obliged group entity on whose behalf an obliged person participated in that Bubble).**

9.8. The Client will identify to Taskize a contact point within its organisation or, as applicable, within an Obligated Group Entity authorised to respond to enquiries concerning Processing of the Personal Data, and will cooperate with and assist Taskize in complying with its obligations under this Agreement and applicable DP Law.

9.9. The Client is responsible for ensuring that each Active User shall keep confidential and secure a password allowing such user access to the Subscribed Services and otherwise comply with the IT Security Policy.

## **10. Third party providers**

10.1. The Client acknowledges that Taskize:

10.1.1. uses data/information received from other clients (for example Relevant Information in relation to other client's or user's employees, contractors and agents) in order to compile databases and directories and that such data/information might not be owned by other clients or users and might be held and used pursuant to a licence or other legal arrangement; and

10.1.2. uses third party providers to provide products, services and facilities such as software, hosting of the Services and access to the internet pursuant to telecommunications links which may contain restrictions on use, ownership and/or licensing of IPR or other proprietary rights.

10.2. Where Taskize uses:

10.2.1. open source software or other third party software, or

10.2.2. third party providers to provide facilities such as, but not limited to, access to the internet or hosting of the Services,

the licence or contract to which Taskize is subject may contain restrictions, obligations or exclusions which are required to be, or that Taskize considers it desirable are, imposed on to the Client or each Obligated Person. Where this is the case, Taskize shall provide relevant details on the Website.

10.3. The Client shall and shall procure that each Obligated Group Entity shall:

10.3.1. check the Website regularly to ensure that it is aware of the relevant restrictions, obligations or exclusions referred to in paragraph 10.2; and

10.3.2. comply with such restrictions, obligations or exclusions.

10.4. The Client acknowledges on its own behalf and on behalf of each Obligated Group Entity that the Services are provided via the Website using the Internet and that it will need to access the Website content and correspond with other current or potential users of the Services via third-party facilities, such as but not limited to, communications, connections, servers, third party websites and that it does so solely at its own risk.

10.5. Taskize makes no representation, warranty, guarantee and/or commitment and shall have no liability or obligation whatsoever in relation to any third-party facilities or websites. Any contract entered into by the Client or any Obligated Person with any third party and/or any use made of any third-party facility or website is between the Client (or the Obligated Group Entity) and the relevant third party, and not Taskize.

## **11. Monitoring Data**

11.1. Taskize does not intend, and is not obliged, to monitor the content of Bubbles (however, Taskize does reserve the right to monitor the content of the Bubbles and the Client consents (on its own behalf and on behalf of each Obligated Person) to Taskize doing so should Taskize consider it necessary or desirable).

11.2. Taskize shall not be considered to be publishing or otherwise distributing content and/or material input into the Service by any user of the Service.

11.3. Taskize is not obliged to allow the use, input, access, storage, copying, distribution, publishing, processing, maintenance, transmission, modification, performance or removal of any data, material, information and/or content (including Client Data) provided by any person for any Service which is or which Taskize in its sole discretion considers is in breach of the provisions of this Agreement and Taskize may, but shall not be obliged to, without prejudice to other remedies stated in the Taskize Acceptable Use Policy or otherwise available to it, remove, suppress, redact and/or disable access to any or all of the same at any time with or without notice. This paragraph 11.3 does not extend, and shall not be interpreted as, extending the obligations of Taskize in any way and it is agreed that this paragraph is designed to allow Taskize to take action in relation to a misuse of the Service should it become aware of such rather than making Taskize responsible for any monitoring or misuse.

## **12. Change to Service and Fees**

12.1. The Client agrees that Taskize may, in its discretion:

12.1.1. introduce, amend, replace or terminate any Service or Plan (in whole or in part but excluding any matter referred to in paragraph 12.1.4 below);

12.1.2. amend or replace these Terms and Conditions;

12.1.3. introduce, amend, replace or terminate any of the Policies and/or Product Specification; and/or

12.1.4. change a Plan Fee or Fee.

12.2. Taskize shall provide:

12.2.1. information regarding any matter referred to in paragraphs 12.1.1 to 12.1.3 which it reasonably considers to be non-material on the Website;

12.2.2. information regarding any matter referred to in paragraphs 12.1.1 which Taskize reasonably considers to be material in writing to the Client only if the Service effected is a Subscribed Service or the Plan effected is a Plan subscribed for by the Client;

12.2.3. information regarding any matter referred to in paragraphs 12.1.2 and/or 12.1.3 which Taskize reasonably considers to be material in writing to the Client;

12.2.4. information regarding any change to a Plan Fee or Fee in writing to a Client effected by such change (in which case the Order Form shall be deemed to be amended to state the new Plan Fee or Fee in the place of the old Plan Fee or Fee (as relevant)) at least 30 days before such Plan Fee or Fee becomes effective.

12.3. Taskize shall provide notice pursuant to paragraphs 12.2.2 to 12.2.3 at least 10 Business Days prior to the change taking effect unless it is not reasonably practicable to do so in the circumstances in which case Taskize will provide notice as soon as is reasonably practicable.

12.4. If:

12.4.1. information pursuant to paragraph 12.2.2 to 12.2.4 is given to a Client; and

12.4.2. the material change in respect of which such notice is given, could reasonably be considered to be detrimental to the Client,

then the Client may within 30 days from the date of receipt (or deemed receipt pursuant to paragraph 23) of such information, terminate its use of the effected Plan by giving 1 Months' notice of such termination.

12.5. In the event that notice is served pursuant to paragraph 12.4, the revised Fee or amendment to the Terms and Conditions, Policies or Product Specification (save for any amendments which Taskize reasonably considers necessary in order to comply with any applicable laws, regulations or rules of, or a request from, any relevant regulator, governmental or administrative body or authority or which is necessary to comply with any binding decision, judgement, undertaking or obligation of Taskize) shall be ineffective during the period of such notice.

### **13. Service Standard**

13.1. Taskize agrees to use reasonable skill and care to ensure that the Subscribed Services are provided by Taskize substantially in accordance with the Documentation.

13.2. The Client acknowledges and agrees on its own behalf and on behalf of each Obligated Group Entity that the Services may be subject to limitations, failures, delays and other problems inherent in the use of communications facilities and that such shall not constitute a breach of this Agreement.

13.3. The Client on its own behalf and on behalf of each Obligated Group Entity acknowledges that Taskize does not represent, warrant or guarantee that:

13.3.1. the Client's or any Obligated Person's use of the Services or the Software will be uninterrupted or error-free; nor

13.3.2. that the Services, Software, Documentation, information, data and/or material obtained by the Client or any Obligated Person through the Services will meet the Client's or any Obligated Person's requirements. For the avoidance of doubt, the Services have not been designed to meet the Client's or any Obligated Person's individual requirements and the Client accepts and agrees that it is responsible for ensuring that the Subscribed Services meet its and its Obligated Group Entity requirements.

### **14. Client's obligations and acknowledgements**

14.1. The Client shall, and shall procure that each Obligated Group Entity shall:

14.1.1. provide Taskize with all necessary assistance and access to Client Data and other information, data and/or material as Taskize may reasonably require in order to render the Services and fulfil its obligations pursuant to this Agreement or in order for Taskize to comply with any applicable laws, regulations or rules of, or a request from any relevant regulator, governmental or administrative body or authority or which is necessary to comply with any decision, obligation or judgement which is binding upon Taskize;

14.1.2. not remove any copyright, trademark or other proprietary rights notices contained in or on the Software, Documentation and/or Service;

14.1.3. ensure that its networks, telecommunications links, security and/or systems comply in all material ways with the Documentation (and, in particular the Taskize IT Security Policy) from time to time;

14.1.4. maintain records of its use of the Service (including records of Bubbles) as are provided to it by Taskize or are otherwise held by it, in accordance with the Client Record Retention Policy (**accepting and acknowledging that this paragraph 14.1.4 may be enforced, in relation to a Bubble, by any past or present third party client or third party obliged group entity on whose behalf a third party obliged person participated in that Bubble**); and

14.1.5. inform Taskize if it becomes aware of any local laws, rules or regulations that would have a material adverse effect on any of its obligations or acknowledgements set out in this Agreement.

14.2. The Client acknowledges that, for the purposes of The Electronic Commerce (EC Directive) Regulations 2002 and otherwise that it and each of its Obligated Persons are not acting under the authority or control of Taskize in using the Service.

### **15. Policies**

15.1. The Client shall, and shall procure that each of its Obligated Persons, complies with the terms of the Policies.

15.2. The Client consents (on its own behalf and on behalf of each Obligated Person) to Taskize taking an action or omitting to take action set out in any Policy.

15.3. The Client acknowledges and agrees on its own behalf and on behalf of each Obligated Person that:

15.3.1. each of the Policies is of a general nature and has not been designed to meet the needs or requirements (whether legal or otherwise) of any particular client; and

15.3.2. it is its sole responsibility to ensure that the Policies (including in particular the Taskize Data Privacy Policy and Client Record Retention Policy) are suitable for its needs or requirements.



## **16. Client and Obligated Group Entities**

16.1. The Client shall:

16.1.1. at all times while it, or any Obligated Person, has access to the Services procure that it and each Obligated Group Entity is: (i) regulated by an Appropriate Regulator; or (ii) where any of them is not regulated by an Appropriate Regulator, have a regulated status which Taskize have confirmed in writing is satisfactory to it; and

16.1.2. notify Taskize in writing promptly upon it or any Obligated Group Entity ceasing to have the regulated status referred to in paragraph 16.1.1 or an Obligated Group Entity ceasing to be an Affiliate of the Client and immediately:

16.1.2.1. procure that the entity which is no longer so regulated or affiliated and any employees, contractors or agents of such entity are removed from, and no longer have access to, the Services;

16.1.2.2. procure that any Relevant Information of Authorised Users who are employees, contractors or agents of such entity are removed from, and no longer have access to, the Services;

16.1.3. procure that each Obligated Person is aware of, and complies with, : (i) the provisions of the Documentation (and in particular paragraph 5 and, as appropriate, paragraph 14 of these Terms and Conditions); and (ii) its legal and/or regulatory obligations in connection with its use of the Services.

16.2. The Client shall procure that Obligated Persons use the Services and/or Software in accordance with the Documentation.

16.3. Without prejudice to the generality of paragraph 14.1.1 the Client shall, and shall procure that each Obligated Group Entity shall, provide Taskize with such information, confirmations, access to and copies of records as Taskize may reasonably require in connection with its "know your client procedures" or otherwise in connection with Taskize's legal, regulatory or other obligations.

16.4. The Client warrants to Taskize that:

16.4.1. it has the necessary power, authority and right to give all confirmations, acknowledgements, consents and licences that it purports to give to Taskize whether on its own behalf or on behalf of any Obligated Person pursuant to this Agreement;

16.4.2. neither it nor any of its Obligated Persons are deemed a designated person or are otherwise the subject of any sanctions regime (including UK HMT, EU and OFAC sanctions);

16.4.3. it and each of its Obligated Persons are lawfully permitted to use the Service in accordance with the Documentation and that such use is not in breach of, and does not constitute a default (and will not breach or constitute a default) under any law, regulation, agreement, instrument, decision, order, judgement, or other restriction which binds it or any of its Obligated Persons; and

16.4.4. it shall inform Taskize immediately should it become aware that any of the Warranties become, or are, untrue or misleading during the Term.

## **17. Fees and Payment**

17.1. The Client shall pay the Fee to Taskize.

17.2. The Fee shall be invoiced as set out in the Order Form.

17.3. All amounts shall be payable in pounds sterling and are exclusive of value added tax (or any other similar tax which Taskize is obliged to apply in any jurisdiction). Taskize may increase the amount of any Fee by the amount of such tax.

17.4. The Client shall pay each invoice within 30 days after the date of such invoice.

17.5. Interest shall accrue on due amounts at an annual rate equal to the higher of: (i) 3% over the then current base lending rate of HSBC Bank plc at the date the relevant invoice was issued; and (ii) 3%, commencing on the due date and continuing until fully paid, whether before or after judgment.

17.6. If Taskize has not received payment of any invoice by the due date, then without prejudice to any other rights and remedies of Taskize, Taskize may, without liability to the Client or any Obligated Person, reduce the Client's and each Obligated Person's access to the Services so that they have read only access for a period of thirty (30) days. If at the end of this thirty (30) day period, payment of the relevant invoice has still not been received then Taskize may disable the Client's and each of its

Obligated Person's access to all or part of the Services for a further period of thirty (30) days. If payment of the relevant invoice has still not been received at the end of this further thirty (30) day period, then Taskize shall no longer be under any obligation to provide any or all of the Services and this Agreement shall, at the discretion of Taskize, automatically terminate.

17.7. If the Client wishes to dispute any element of an invoice it shall do so by written notice to Taskize within five days of the receipt of the invoice. Both Parties shall use reasonable efforts to resolve the dispute in a timely manner. The Client shall, however, make payment of the undisputed element of any invoice in accordance with the arrangements set out in this paragraph 17.

## **18. Confidentiality**

18.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement or as permitted by this Agreement.

18.2. Each Party shall hold the other Party's Confidential Information in confidence and shall not make the other Party's Confidential Information available to any third party, or use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

18.3. The obligations of confidentiality set out in this paragraph 18 shall apply indefinitely.

## **19. Indemnity**

19.1. The Client shall indemnify and keep indemnified Taskize against all claims, actions, proceedings, losses, damages, expenses and/or costs (including without limitation court costs and reasonable legal fees) suffered or incurred by Taskize:

19.1.1. arising out of or in connection with the Client's or any Obligated Person's breach of this Agreement; or

19.1.2. that are suffered or incurred in connection with a Warranty being untrue or misleading.

## **20. Limitation of Liability**

20.1. This paragraph 20 sets out the entire liability of Taskize (including any liability for the acts, errors or omissions of its employees, agents and sub-contractors or any other party for which it is responsible) arising under or in connection with this Agreement or in relation to the Services, including any liability:

20.1.1. arising in connection with any or all of the Subscribed Service, the Services, the Software and the Documentation; and

20.1.2. in respect of any representation, statement or tortious act, error or omission (including negligence) arising under or in connection with this Agreement, the Client Data, the Documentation, the Software, the Subscribed Services and/or the Services.

20.2. Taskize shall not be responsible for any loss or damage suffered or incurred, and shall have no liability, for or in connection with:

20.2.1. any action or omission, including use of the Client Data, data, information, material, Services, Software, Documentation which is contrary to Taskize's instructions;

20.2.2. any action or omission, including any use of the Client Data, data, information, material, Services, Software and/or Documentation which is contrary to any provision of the Documentation;

20.2.3. any action or omission of a third party (this shall include any user of the Services);

20.2.4. any data, information, material or content of a third party (this shall include any user of the Services) that is used, inputted, stored, distributed, published, modified or accessed in connection with this Agreement or the Services and the arrangements envisaged thereby;

20.2.5. any sharing of Client Data with a third party as envisaged by this Agreement and or the Policies;

20.2.6. any deletion, suppression, redaction, modification or alteration of the Client Data, Services, the Software and/or the Documentation by any person other than Taskize (or their properly authorised agents or contractors) or otherwise in accordance with this Agreement;

20.2.7. any errors or omissions in any information, instructions or scripts provided to Taskize by the Client or any Obligated Person or any other user of the Services;

20.2.8. any action taken or not taken by Taskize at the Client's or an Obligated Person's direction;

- 20.2.9. any action taken or not taken by Taskize at a third party's direction (save where such action is in breach of this Agreement);
  - 20.2.10. any delays, problems, conditions, delivery failures, or any other loss or damage resulting from or relating to the transfer of information, data, content and/or material over communications networks and facilities, including the Internet or any user of the Service's network connections or telecommunications links;
  - 20.2.11. procuring and maintaining network connections and telecommunications links from any user of the Service's systems to Taskize systems;
  - 20.2.12. any infringement of IPR to the extent that it is based on the Client's use of the Client Data, Services, Software and/or Documentation after notice of the alleged or actual infringement from Taskize or any appropriate authority;
  - 20.2.13. any action or omission resulting from the revocation of a licence or right of use granted to Taskize pursuant to this Agreement and/or
  - 20.2.14. each of the matters set out in paragraph 20.3.
- 20.3. The Client acknowledges and agrees (and procures that its Obligated Group Entities acknowledge and agree) that:
- 20.3.1. it assumes sole responsibility for results obtained from the use of the Services, Software and the Documentation by the Client and its Obligated Persons, and for conclusions drawn from such use and Taskize does not owe the Client or any Obligated Person any duty in relation thereto;
  - 20.3.2. it is solely responsible for ensuring that all laws, regulations, rules and decisions, undertakings, obligations and judgements applicable to the Client and its Obligated Persons are complied with in connection with its and its Obligated Persons' use of the Service, Software and Documentation and Taskize does not owe the Client or any Obligated Person any duty in relation thereto;
  - 20.3.3. it assumes sole responsibility for confirming the identity of each person/entity it deals with using the Services and carrying out any anti-money laundering, know your customer, sanctions checks or regulatory or other checks which it is required or considers desirable to undertake and that Taskize does not owe the Client or any Obligated Person any duty in relation thereto or in relation to the admission of any person or entity as a user of the Service;
  - 20.3.4. it assumes sole responsibility for the operation of the equipment used by the Client or any Obligated Person in connection with the Services (including any equipment used in relation to the input, access to, maintenance, transmission, distribution, sharing, publication, storage, retention, or removal of data, information, material or content in connection with the Services) and Taskize does not owe the Client or any Obligated Person any duty in relation thereto;
  - 20.3.5. Taskize does not owe the Client or any Obligated Person any duty to monitor or enforce compliance of any person with any provision of the Documentation including that which relates to its participation or use of the Service, Software, Documentation or Client Data;
  - 20.3.6. the Service involves persons from, or acting on behalf of, different entities who are subscribed to the Service interacting with each other and having access to, and receiving copies of, some or all of the Relevant Information and/or the Client Data and/or Bubbles;
  - 20.3.7. Taskize is not responsible for the content nor for the storage of Client Data and/or Bubbles (attention is drawn to paragraph 14.1.4 in this regard) and such information may be processed and distributed to third party clients and/or their obliged persons (or persons nominated by any of them for such purpose);
  - 20.3.8. Taskize does not undertake or assume any responsibility or liability towards any person other than the Client (i.e. no responsibility or liability is owed to any Obligated Person);
  - 20.3.9. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
  - 20.3.10. the Services, the Documentation and, as applicable, the Software are provided to the Client on an "as is" basis.

20.4. Nothing in this Agreement excludes the liability of Taskize:

20.4.1. for death or personal injury caused by Taskize's negligence;

20.4.2. for fraud or fraudulent misrepresentation; or

20.4.3. to the extent such liability may not be excluded by law.

20.5. Taskize shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with this Agreement, the Documentation, the Software, the Subscribed Services and/or the Services.

20.6. Taskize's total aggregate liability under or in connection with this Agreement, the Documentation, the Software, the Subscribed Services and/or the Services whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the total Fees paid by the Client during the 12 months immediately preceding the date on which the claim arose.

20.7. In the defence or settlement of any claim for infringement of the IPR of any third party, the sole remedy of the Client is that Taskize may at its discretion either procure the right for the Client to continue using the Services, Software and/or Documentation, or replace or modify the Services, Software and/or Documentation so that they become non-infringing. If such remedies are not reasonably available, Taskize may at its discretion terminate the relevant Services and/or this Agreement on 30 days written notice to the Client without any liability or obligation to pay any damages, losses, charges, expenses or other costs to the Client.

20.8. The Client shall procure that its Obligated Persons do not bring, or threaten to bring, any claim or proceeding against Taskize under or in connection with this Agreement, the Documentation, the Software, the Subscribed Services and/or the Services. If any such Obligated Person does bring, or threaten to bring, any such claim or proceedings, then Client shall indemnify and keep indemnified Taskize in respect of all and any costs, losses, damages and expenses incurred.

## **21. Term, Suspension and termination**

21.1. This Agreement shall commence on the Commencement Date and shall continue for the Initial Subscription Period and, thereafter, this Agreement shall be automatically renewed for the Renewal Period unless:

21.1.1. either party notifies the other Party of termination, in writing, at least sixty days before the end of the Initial Subscription Term or the expiry of the Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

21.1.2. otherwise terminated in accordance with the provisions of this Agreement.

21.2. Without prejudice to any other rights or remedies that Taskize may have, Taskize shall have the right, in its discretion, to:

21.2.1. terminate the Agreement; and/or

21.2.2. terminate or suspend a Client or any or all of its Obligated Person's use of the Subscribed Services (or any part thereof)

forthwith without notice to the Client if: (i) the Client or any Obligated Person breaches the provisions of paragraphs 4.4, 5, 6, 7.3 or 8, 14.1, 15.1, 16.4, 17, 18, 19 or commits any other material breach of any of the terms of the Documentation; or (ii) if Taskize, acting reasonably, considers that such person is no longer a suitable user of the Service (for example, Taskize may, but is not obliged, to make such a determination if that person ceases to be appropriately regulated or is made the subject of any UK HMT, EU, OFAC or other sanctions regime).

21.3. Each Party shall have the right to terminate this Agreement forthwith on notice to the other Party if:

21.3.1. the other Party stops or suspends its business or payment of its debts or any class of its debts generally or is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or otherwise becomes insolvent; or

- 21.3.2. a receiver or administrative receiver is appointed in respect of the other Party or the whole or any material part of its assets or undertaking, the other Party requests the appointment of such a person or any step is taken to enforce any charge, mortgage or other security interest over all or any material part of its assets or undertaking or any of the same is or becomes enforceable; or
  - 21.3.3. a voluntary arrangement under section 1 of the Insolvency Act 1986 (as amended by the Insolvency Act 2000), a scheme of arrangement under part 26 of the Companies Act 2006, or any other arrangement, compromise or composition of the other Party's debts, or any class of its debts, is proposed or made by or with the other Party;
  - 21.3.4. any circumstances arise or events occur in relation to the other Party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraph 21.3.1 to 21.3.3 (inclusive) of this paragraph 21.3.
- 21.4. On termination of this Agreement for any reason (and notwithstanding the terms of any Policy):
- 21.4.1. with the exception of the licence referred to in paragraph 8, all licences granted by either Party under this Agreement shall terminate automatically and all Active Users shall be disabled from the date of termination;
  - 21.4.2. Taskize shall, for the period of one month following such termination, co-operate with the Client, to the extent reasonably requested by the Client, to provide the Client with the content of any Bubble that it is entitled to, and has not yet received, pursuant to the Taskize Record Retention Policy;
  - 21.4.3. following the expiry of the one month period referred to in paragraph 21.4.2 Taskize may store or destroy or otherwise dispose of any of the Client Data and/or any records relating to the Client or any Obligated Person's use of the Service (including Bubbles);and
  - 21.4.4. if the Client requires an exit plan to be created and maintained as part of the ongoing provision of the Services, then such arrangements and the associated pricing should be separately discussed with Taskize.
- 21.5. Termination or expiry of this Agreement 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 this Agreement which existed at or before the date of termination or expiry.
- 21.6. Any provision of the Documentation that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement including paragraphs 8.5- 8.7, 9, 18, 19, 20, 21.5, 21.6, 22, 23, 24 8.7 and schedule 1 of this Agreement and the Client's obligations pursuant to the Client Record Retention Policy and the Client's obligation to pay the Fee for the unexpired portion of the Initial Subscription Period or Renewal Period (as the case may be) shall remain in full force and effect.

## **22. General**

- 22.1. Taskize shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Taskize or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Taskize will, where practicable, notify the Client of such an event and its expected duration.
- 22.2. If there is an inconsistency between:
- 22.2.1. any of the provisions of these Terms and Conditions or the Order Form then the Order Form shall prevail;
  - 22.2.2. any of the provisions of this Agreement and the Policies then this Agreement shall prevail;
  - 22.2.3. any of the provisions of the Agreement or Policies and the Product Specification the Agreement or the Policies shall prevail.

22.3. Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22.4. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22.5. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

22.6. Each of the provisions of this Agreement shall be construed as a separate and independent provision and shall not be limited or restricted by any other provision.

22.7. This Agreement (and the documents specifically referred to in it) constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Order Form or the Terms and Conditions or not) relating to the subject matter of this Agreement, other than as expressly set out in or referred to in this Agreement.

22.8. Save as set out in paragraph 7.3, the Client shall not, without the prior written consent of Taskize, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under the Order Form or the Terms and Conditions.

22.9. Nothing in this Agreement 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 Party in any way.

22.10. Save as set out in paragraphs 9.7 and 14.1.4, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22.11. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

### **23. Notices**

23.1. Any contractual notice to be given pursuant to this Agreement shall be in writing and shall be delivered by email, hand, or sent by first class pre-paid post to the other Party at its Legal Notice Contact.

23.2. A correctly addressed notice delivered by:

23.2.1. hand shall be deemed to have been received when delivered;

23.2.2. first class pre-paid post shall be deemed to have been received three days after the date of posting;

23.2.3. email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender), or if delivery is not between the hours of 9am to 5pm (in the place of receipt) on a Business Day, at 9 am on the first Business Day following delivery.

### **24. Dispute Resolution, Governing law and jurisdiction**

24.1. In the event of a dispute between the Parties arising out of this Agreement, the following escalation and dispute resolution process shall apply.

24.2. In the first instance, the authorised representatives of each of the Parties shall use all reasonable endeavours to resolve the dispute as soon as possible. Where either Party considers that the dispute cannot be resolved within 10 Business Days, or such other period as may be agreed between the authorised representatives, the dispute shall be escalated as soon as possible to the Parties respective heads of the relevant divisions for resolution.

24.3. The respective heads of division shall use all reasonable endeavours to resolve the dispute as soon as possible. Where the respective heads of division consider that the dispute cannot be

resolved within 10 Business Days, or such other period as may be agreed between the respective heads of division, the dispute shall be escalated as soon as possible to a director of Taskize and a more senior employee within the Client for resolution.

24.4. Such persons shall use all reasonable endeavours to resolve the dispute as soon as possible. Where they consider that the dispute cannot be resolved within 10 Business Days, or such other period as may be agreed between them, then at this stage the parties may agree to refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's (CEDR) model mediation procedure.

24.5. This Agreement and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales.

24.6. Subject to paragraph 24.4, the Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or their subject matter or formation (including non-contractual disputes or claims).

24.7. The Client irrevocably appoints its Agent for Service as its agent to receive on its behalf in England or Wales service of any proceedings under clause 24.5. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Client) and shall be valid unless Taskize received prior written notice that such agent had ceased to act as agent and another acceptable agent was appointed in substitution. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Client shall forthwith appoint a substitute acceptable to Taskize and deliver to Taskize the new agent's name and address and email address within England and Wales.

**Schedule 1: Definitions and interpretation**

1.1. In these Terms and Conditions the following words or expressions shall have the following meanings:

<b>Active User</b>	a person who has become an Active User pursuant to paragraph 3.2 and has not ceased to be an Active User pursuant to paragraph 3.4.1;
<b>Affiliate</b>	any subsidiary or subsidiary undertaking of the Client, parent undertaking of the Client, any subsidiary or subsidiary undertaking of such parent undertaking (and for the purposes of this Agreement "subsidiary", "subsidiary undertaking", and "parent undertaking" shall be construed in accordance with Sections 1159 and 1162 of the Companies Act 2006);
<b>Agent for Service</b>	the person stated as the Agent for Service on the Order Form (as such may be substituted from time to time pursuant to clause 24.7);
<b>Agreement</b>	these Terms and Conditions and the Order Form;
<b>API User</b>	a running instance of a computer program accessing Taskize functionality autonomously via the Taskize Application Programming Interface (API) solely for the benefit of the Client or an Obligated Group Entity. Multiple running instances of a program are each separate API Users;
<b>Appropriate Regulator</b>	The Bank of England (BoE) and/or the Prudential Regulation Authority (PRA) and/or the Financial Conduct Authority;
<b>Authorised User</b>	a person in relation to whom any Relevant Information is made available by the Client or an Obligated Person for the purposes of enabling that person to be contacted using the Service (and <b>Authorised Users</b> shall be construed accordingly);
<b>Bubble</b>	the record of an interaction between i) the Client or an Obligated Person and /or ii) zero or more Obligated Persons and /or iii) zero or more third party users of the Service;
<b>Business Day</b>	a day other than a Saturday or Sunday or public holiday in England when banks in London are open for business;
<b>Client</b>	the entity named as the Client in the Order Form;
<b>Client Data</b>	the Personal Data, data, information and/or material inputted by the Client and/or any Obligated Person to the Services or otherwise provided by it or any Obligated Person in connection with the Service or provided to Taskize;
<b>Commencement Date</b>	the commencement date of this Agreement being the date set out in the Order Form;
<b>Concurrent Users</b>	the maximum number of Active Users using the Subscribed Services in relation to a Plan during any given hour. Concurrent Users shall be equal in number to User Subscriptions unless otherwise stated on the Order Form;
<b>Confidential Information</b>	in respect of either Party any information, data and/ or material that is proprietary and/or confidential and is either clearly



	<p>labelled as such or is by its nature of a proprietary and/or confidential nature except information which:</p> <ol style="list-style-type: none"> <li>i. Is Relevant Information;</li> <li>ii. Is Client Data;</li> <li>iii. is or becomes publicly known other than through any act or omission of the receiving Party;</li> <li>iv. is, or has been, made available by the Client or an Obligated Person through its use of the Service to a person other than Taskize (for example, the content of a Bubble);</li> <li>v. is disclosed by Taskize pursuant to a provision of this Agreement or a Policy;</li> <li>vi. was in the other Party's lawful possession before the disclosure;</li> <li>vii. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;</li> <li>viii. is independently developed by the receiving Party, which independent development can be shown by written evidence; or</li> <li>ix. is required to be disclosed by law, by regulation, by any court of competent jurisdiction or by any regulatory, supervisory or administrative authority or body;</li> </ol>
<b>Data Controller</b>	means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed;
<b>Data Processor</b>	means a person who processes Personal Data on behalf of the data controller;
<b>Direct Client</b>	a Client who is a paying subscriber with a Plan which entitles it to use Subscribed Services for their own business purposes as set out in the Order Form;
<b>Documentation</b>	the Service Plan Description, Order Form, these Terms and Conditions, the Policies, and the Product Specification on the Website from time to time;
<b>Enrolment Form</b>	means the Order Form;
<b>Fee</b>	all amounts set out in the Order Form as being payable by the Client to Taskize;
<b>Initial Subscription Period</b>	means the period from the Commencement Date until the first renewal and is 1 year unless otherwise stated;
<b>Intellectual Property Rights or IPR</b>	all trade secrets, patents and patent applications, trade or service marks (whether registered or unregistered and including any goodwill acquired in such trade or service marks), trade / business names, internet domain names, e-mail address names, copyright (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or

	unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world;
<b>Month</b>	a calendar month;
<b>Legal Notice Contact</b>	shall, for each of the Parties, be the address and/or email stated as the Legal Notice Contact for that Party on the Order Form. Such Legal Notice Contact may be amended by notice to the other party in accordance with the terms of paragraph 23 from time to time;
<b>Obligated Group Entity</b>	any Affiliate of the Client which may use the Subscribed Services and is named on the Order Form;
<b>Obligated Person</b>	any Obligated Group Entity or Active User (and " <b>Obligated Persons</b> " shall mean all Obligated Group Entities and Active Users);
<b>Order Form</b>	the Order Form entered into by the Client subscribing for the Subscribed Services (as such may be amended or replaced from time to time);
<b>Party</b>	Taskize or the Client, as applicable, each of which are a party to the this Agreement (and " <b>Parties</b> " shall be interpreted accordingly);
<b>Personal Data</b>	means data which relates to a living individual who can be identified from that data, or from that data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual;
<b>Plan</b>	a service plan subscribed for by the Client and as detailed on the Order Form;
<b>Plan Fee</b>	the Plan Fee set out in the Order Form in respect of any Plan;
<b>Policies</b>	the policies of Taskize (and such reference includes any updated or replacement policy in existence from time to time) and which are available on the Website from time to time in the section entitled "Policies";
<b>Process or Processing</b>	in the context of Personal Data, any operation or set of operations which is performed upon Personal Data, such as but not limited to, collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction;
<b>Product Specification</b>	the document of that name available on the Website from time to time;
<b>Purpose</b>	to allow staff from one or more financial services companies (including Client and /or Obligated Group Entities) to communicate in the performance of post-trade processing requirements as further restricted by the Scope of Use;
<b>Relevant Information</b>	the name, phone number, email address and job title of each Authorised User and such other information as Taskize may reasonably request in relation to Authorised Users;
<b>Renewal Period</b>	a period of one year unless otherwise stated on the Order Form;

<b>Service Plan Description</b>	the description of different service plans and the services which are included in them which is available on the Website from time to time;
<b>Services</b>	all of the services provided by Taskize (and <b>Service</b> shall be construed accordingly);
<b>Scope Of Use</b>	means additional restrictions on the Purpose as may be set out in the Order Form;
<b>Software</b>	the computer programs that may be licensed by Taskize under these Terms and Conditions, including but not limited to, any third-party proprietary or open source software that is embedded into, or otherwise furnished by Taskize and any software applications, developments, customisations, enhancements, updates, upgrades, releases, replacement or successor products, defect or error corrections, patches and other modifications thereto provided to the Client together with the related documentation;
<b>Sponsor(s)</b>	in relation to a Sponsored Client, the Client(s) sponsoring that Sponsored Client;
<b>Sponsored Client</b>	a Client whose access to Subscribed Services is contingent upon one or more Sponsors as identified on the Order Form;
<b>Subscribed Services</b>	those parts of the Service that are included in the Plan(s) subscribed for by the Client as set out in the Order Form;
<b>Taskize</b>	Taskize Limited incorporated and registered in England and Wales with company number 07921239 whose registered office is at 33 Cannon Street, London EC4M 5SB;
<b>Term</b>	the Initial Subscription Period together with any subsequent Renewal Periods;
<b>Use Period</b>	the period of time stated as the "Use Period" on the Order Form;
<b>User Subscriptions</b>	the user subscriptions which entitle Active Users and /or API Users to access and use the Subscribed Services pursuant to this Agreement, as set out in the Order Form;
<b>Warranties</b>	the undertakings, acknowledgements, warranties and indemnities made and/or given by the Client to Taskize pursuant to this Agreement (and <b>Warranty</b> shall be construed accordingly);
<b>Website</b>	the Taskize website which is currently <a href="http://www.taskize.com">www.taskize.com</a> and any subdomain of <a href="http://taskize.com">taskize.com</a> , as may be changed from time to time.

1.2. In these Terms and Conditions, unless otherwise specified:

1.2.1. **'these Terms and Conditions'** shall be construed as a reference to these Terms and Conditions (including any Schedules) concerning use of the Service issued by Taskize as the same may from time to time be amended, varied, supplemented, novated or replaced at any time;

1.2.2. references in these Terms and Conditions to paragraphs, sub-paragraphs, Schedules, paragraphs of Schedules or Parts of Schedules are to paragraphs and sub-paragraphs of, and Schedules, paragraphs of Schedules and Parts of Schedules to these Terms and Conditions;

1.2.3. a reference in these Terms and Conditions to a sub-paragraph is to a sub-paragraph of the paragraph in which such reference appears and to a paragraph is to a paragraph of these Terms and Conditions or Schedule or Part of the Schedule (as the case may be) in which such reference appears;

- 1.2.4. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.5. references to a "**company**" shall be construed so as to include any company, corporation or other body corporate (including a limited liability partnership), wherever and however incorporated or established;
- 1.2.6. use of any gender includes the other genders;
- 1.2.7. references to a "**person**" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.8. the expression "**body corporate**" shall have the meaning given in the Companies Act 2006;
- 1.2.9. references to writing shall include any modes of reproducing words in a legible and non-transitory form and shall include electronic mail;
- 1.2.10. a reference to any other document referred to in these Terms and Conditions is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of these Terms and Conditions) at any time;
- 1.2.11. references to times of the day are to London time;
- 1.2.12. headings and titles are for convenience only and do not affect the interpretation of these Terms and Conditions;
- 1.2.13. any reference to a "**day**" (including within the phrase "Business Day") shall mean a period of 24 hours running from midnight to midnight;
- 1.2.14. references to "**costs**" and/or "**expenses**" incurred by a person shall not include any amount in respect of VAT comprised in such costs or expenses for which either that person or, if relevant, any other member of the VAT group to which that person belongs is entitled to credit as input tax;
- 1.2.15. references to "**£**" are to pounds sterling and reference to any amount in such currency shall be deemed to include reference to an equivalent amount in any other currency;
- 1.2.16. the rule known as the *ejusdem generis* rule shall not apply; and
- 1.2.17. general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words. For example 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.
- 1.2.18. The Client agrees that the provisions of regulations 9 and 11 of The Electronic Commerce (EC Directive) Regulations 2002 shall not apply to this Agreement.