

## TERMS AND CONDITIONS FOR ACCESSING SERVICES

Welcome to 4Admin Ltd. trading as 4Admin (**Company**).

In these terms, we also refer to Company as “**our**”, “**we**”, or “**us**”.

And you are referred to as “**Client**” or “**you**”, the legal entity that purchases the Services from the Company.

### What are these Terms about?

These Terms apply when you use this website, being [www.4admin.app](http://www.4admin.app) and any other websites we operate with the same domain name and a different extension (“**Website**”).

These Terms also apply when you access the services provided through this Website (“**Services**”). Where the provision of Services includes any support services, the Company will provide the necessary support in accordance with Schedule 3.

If you’re looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here <https://www.4admin.ai/privacy>.

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### I’ve returned to your Website, do I need to read these terms again?

Once you (**User**) subscribe to our Services, the Terms accepted at the point of sale (subscribing to the Services) will apply to your access of the Services provided through the Website. However, please note that we may change any part of these Terms at any time by updating this page of the Website, so you may find that different Terms apply next time you use this Website or access the Services. You can check the date at the top of this page to see when we last updated these Terms.

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## 1 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and in case of the User being an organisation, you must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

### 1.2 INTERPRETATION

- (a) (**singular and plural**) words in the singular includes the plural (and vice versa);
- (b) (**gender**) words indicating a gender includes the corresponding words of any other gender;
- (c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) (**these Terms**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms, and a reference to these Terms includes all schedules, exhibits, attachments and annexures to it;
- (e) (**document**) a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;
- (f) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
- (g) (**includes**) the word “includes” and similar words in any form is not a word of limitation; and
- (h) (**adverse interpretation**) no provision of these Terms will be interpreted adversely to a party because that party was responsible for the preparation of these Terms or that provision.

### 1.3 DEFINITIONS

- (a) **"Charges"** means the Fees actually paid by the Client to the Company for the Services;
- (b) **"Credit Tier Subscription"** means the subscription plan the Client agrees to and pays for following the Free Trial;
- (c) **"Credits"** refers to our usage metric. One Credit equals one analysis of a financial policy performed by the Services. It has the same meaning as a "LoA" and is also referred to in service documentation as a "LoA". All references to Credits in these Terms are to be construed in this sense. One Credit always equals one LoA;
- (d) **"Currency"** means pound sterling (GBP);
- (e) **"Free Trial"** has the meaning as per clause 3(a);
- (f) **"Intellectual Property Rights"** or **"IPR"** means copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these Terms both in the United Kingdom and throughout the world;
- (g) **"LoA"**: refers to a usage metric. One LoA equals one analysis of a financial policy performed by the Services. It has the same meaning as a "Credit". One LoA always equals one Credit;
- (h) **"Overage Rate"** means £3.99 per additional Credit used;
- (i) **"Order"** means a formal acceptance of the Client to purchase Services from the Company;
- (j) **"Party"** or **"Parties"** means either Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (k) **"Person"** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (l) **"Third Party Terms"** means the Terms and conditions of any third-party services that the Company outsources, integrates with or relies on, as referenced in clause 9;
- (m) **"User"** has the meaning of any employee, subcontractor or agent of the Client that accesses or uses the Client's account.

## 2 ACCOUNTS

### 2.1 ACCOUNTS

- (a) In order to use some of the functionality of the Website, you will be required to sign-up, register and create an account through the Website (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing addresses, mobile phone number, profile information, payment details, verified identifications, and other information and documents as determined by the Company from time to time. This may include permissions for accessing financial documents, email communications, and telephone systems when utilising our integration features. By providing email and telephone integration permissions, you authorise us to access, read, and transcribe your email threads and calls for the purpose of providing the Services. Such data will be subject to our 6-month automatic deletion policy, though you may manually delete this data at any time through your account settings. You acknowledge that this integration data may be essential for certain service features and deleting it may impact service functionality.
- (c) You agree that you shall be solely responsible for:
  - (i) maintaining the confidentiality and security of your Account information and your password; and

- (ii) any activities and those of any third party (authorised or not) that occur through your Account.
- (d) You warrant that any information you give to the Company in the course of completing the Account registration process, including any email account or telephone system integration credentials, will always be accurate, honest, correct and up to date. You further warrant that you have all necessary rights and authorisations to grant access to any integrated communication systems.
- (e) Once you complete the Account registration process, Company may, in its absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
- (f) Company reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (g) Company may suspend or cancel your Account for any reason, including for any failure to comply with the Terms.
- (h) You also agree to let us know if you detect any unusual activity on your Account as soon as you become aware of it.
- (i) We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.
- (j) You agree to release Company from any and all liabilities for any loss or damage that arises out of or in connection with information you provide that is not accurate, honest, correct or up-to-date.

## 2.2 ACCOUNT CANCELLATION

- (a) **(Cancellation by you)** You are responsible for cancelling both your subscription and Account separately. You must first cancel your subscription through your account settings or by contacting customer service. Your Account will remain active after subscription cancellation unless you specifically request Account deletion. Upon Account deletion, you will have 30 days to export or delete your data before it is automatically removed from our systems. Any unused Credits from pre-paid plans will be forfeited upon subscription cancellation.
- (b) **(Cancellation by us)** To the extent permitted by law, we reserve the right to terminate your access to any or all of the Website at any time without notice without issuing a refund if you breach any provision of these Terms.

## 3 PAYMENT FOR ACCESSING SERVICES

- (a) **(Free Trial)** You will be able to access the Services provided through the Website for a period of 14 days as a free trial with limited Credits and/or LoA's.
- (b) **(Subscription)** You must select and purchase a Credit Tier Subscription plan to continue accessing the Services after the trial period ends. Access to the Services will automatically cease if no subscription plan is selected.
- (c) **(Payment models)** All prices are:
  - (i) based on Credit Tier Subscriptions with predetermined Credit allocations, available in monthly, 6-month, and annual pre-pay options, details of which are available at <https://4admin-website.vercel.app> and as agreed in an Order. Each tier includes a specific number of Credits that can be used within the Services. Unused Credits do not roll over between billing periods.
  - (ii) in British Pounds 'GBP' (except where otherwise indicated); and
  - (iii) subject to change by the Company prior to You completing the payment.
- (d) **(Payment obligations)** Unless otherwise agreed in writing, you must pay for the Credit Tier Subscription selected by you at the time of placing an Order. Payment options include monthly, 6-month and annual pre-pay plans. For monthly subscriptions, payment is due at the start of each billing cycle. For 6-month, and annual pre-pay plans, the full amount is also due upfront with applicable discounts (subject to change).

- (e) **(Overage Rate)** Once your allocated Credits (LoAs) for your selected Credit Tier Subscription are exceeded before the end of your billing cycle, you will automatically be charged at the Overage Rate for each additional Credit (LoA) used (currently £3.99 per Credit/LoA, subject to change), unless otherwise agreed in an Order.
- (f) **(Non-Payment and Suspension)** The Company reserves the right to suspend your Account for any non-payment of Fees (including overage charges) or if you exceed your Credit/LoA allocation and fail to pay the applicable Overage Rate.
- (g) **(VAT)** Unless otherwise indicated, amounts stated do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us providing a tax invoice.
- (h) **(Online payment partner)** We may use third-party payment provider, currently Stripe, **(Payment Providers)** to collect payments. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the Terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment. The Terms and conditions of Stripe may be accessed using <https://stripe.com/gb/legal/consumer>.
- (i) **(Pricing and Credit errors)** In the event that we discover an error or inaccuracy in any invoice or credit allocation raised by the Company, we will attempt to contact you and inform you of this as soon as possible and issue an updated invoice or credit adjustment rectifying such error or inaccuracy. Any credit balance adjustments will be reflected in your account within 24 hours of the correction.
- (j) **(Auto-renewal)** Unless you cancel your Account, it will be automatically renewed at the end of your billing period (monthly, 6-month, or annual) at the rate(s) then in effect for your selected Credit Tier Subscription. You may opt out of the automatic renewal at any time through your account settings or by contacting customer service at [support@4admin.co.uk](mailto:support@4admin.co.uk), and your subscription will continue until the end of your current billing period. Any unused Credits at the end of your billing period will expire unless otherwise specified in your subscription plan. We will give you at least 30 days' email notice of any change to the Overage Rate or subscription pricing before renewal.
- (k) **(Upgrades)** The Client may request an upgrade to a higher Credit Tier Subscription at any time during the Subscription term by emailing [support@4admin.co.uk](mailto:support@4admin.co.uk). The Company may also require an upgrade if the Client's usage or feature needs exceed its current Credit Tier Subscription. If the Company and Client do not agree on an upgrade, the Company may (i) limit or suspend the Services to the current tier limits, or (ii) continue to provide the Services and charge the applicable Overage Rate until an upgrade is in place.

## 4 CLIENT OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher, reverse assemble, reverse compile or decompile any part or aspect of the Website, including any email or telephone integration functionality, without prior written consent of the Company;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or accessing the Services;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software, except for authorised API integrations specifically approved by the Company;
- (f) post or share any personal information of children under 13 or the applicable age of digital consent or allow minors to access and use the Services without consent from their parent or guardian;

- (g) act in a way that may diminish or adversely impact the reputation of Company, including by linking to the Website on any other website; and
- (h) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
  - (i) gaining unauthorised access to Website accounts or data;
  - (ii) scanning, probing or testing the Website for security vulnerabilities;
  - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
  - (iv) instigate or participate in a denial-of-service attack against the Website.

## **5 INFORMATION ON THE WEBSITE**

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
  - (i) the Website will be free from errors or defects (or both, as the case may be);
  - (ii) the Website will be accessible at all times;
  - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
  - (iv) information you receive or supply through the Website will be secure or confidential; and
  - (v) any information, analysis or other output generated by the Services (including AI-driven extractions, transcriptions or summaries) will be accurate, complete, reliable or fit for any particular purpose; and
  - (vi) any such output will be produced within a particular time frame or without delay.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including service description, prices and other Website Content.

## **6 USER CONTENT**

- (a) In using the Services you may upload or otherwise provide data and receive corresponding output; together these are "User Content." User Content includes, without limitation, PDFs and other documents, financial-policy data, emails, call transcriptions and any other material you authorise us to access. Subject to applicable law, you retain all ownership rights in User Content and, to the extent the Company may hold any rights in output data, those rights are hereby assigned to you. User Content that remains inactive for six (6) months will be automatically deleted, unless you delete it sooner via the data-wiping tool provided in the Services.
- (b) The Company will store and process the User Content in accordance with its privacy policy and in compliance with the applicable laws. The Company will only use the User Content for the limited purpose of providing you the Services and will not use any User Content for development or improvement of its Services. You will receive notification 30 days prior to any automatic deletion of your data.
- (c) The Client is responsible for all input data and information and represents and warrants that you have all rights, title, interest, licenses and permissions, as may be required, to provide such input data and information while using the Services. This includes, but is not limited to, ensuring you have appropriate consent and authorisation to share email communications and telephone recordings through our integration services, including consent from all parties involved in such communications. You further acknowledge and confirm that you will be solely responsible for evaluating the accuracy, intended purposes and use of the output data. The Company or any of its third-party suppliers will in no way be responsible for ensuring the accuracy and appropriateness of the output data accessed by you using the Services.
- (d) You shall not use the output data for development of any artificial intelligence models that compete with the Services. The output data may however be used for development of

artificial intelligence models primarily intended to categorise, or organise data (e.g., embeddings or classifiers), as long as such models are not distributed or made commercially available to third parties. The output data must also not be used to fine tune models provided as part of the Services.

- (e) The Client shall not share any single-user login outside its authorised Users. Failure to comply with this clause 5(e) may result in the Company terminating the Services, and the Client will remain liable to pay the balance of the current Credit Tier Subscription in full.

## 7 INTELLECTUAL PROPERTY

- (a) The Company retains full ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) ("Website Content") and reserves all rights in any Intellectual Property Rights ("IPR") owned or licensed by it (excluding any User Content and any output data that has been assigned to the Client under clause 5) which are not expressly granted to the Client.
- (b) The Client may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Company unless permitted by Law.
- (c) Except for the User Content and assigned output data referred to in clause 5, the Company retains all IPR (including any IPR created, modified or amended in the course of delivering the Services, and any IPR licensed to the Company by third parties). The Client must not copy, reproduce, manufacture, exploit, or otherwise commercialise the Services without the Company's prior written consent.

## 8 THIRD PARTY SUPPLIERS

- (a) The Company can, in its absolute discretion:
  - (i) outsource or sub-contract any part of the Services; or
  - (ii) procure any services from third party suppliers,without further notice to or permission from the Client.
- (b) To the maximum extent permitted under applicable Law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your order or subscription, or are negligent in providing services.

## 9 THIRD PARTY TERMS AND CONDITIONS

- (a) The User acknowledges and agrees that third party Terms & conditions (**Third Party Terms**) may apply to certain components of the Services.
- (b) The User agrees to comply with all applicable Third Party Terms for any third-party services, and the Company will not be liable for any loss or damage suffered by the User arising from those Third Party Terms or from any act or omission of such third-party providers.
- (c) The Company presently uses the services provided by Microsoft Azure and Clerk. Users may access the terms and conditions of Microsoft Azure using the link <https://www.microsoft.com/en-us/legal/terms-of-use> and Clerk using the link <https://clerk.com/legal/terms>.
- (d) You confirm and acknowledge to use the Services and the User Content only in compliance with the applicable Law and all relevant Third Party Terms. You also confirm not to use the Services or the User Content in a manner that infringes, misappropriates or otherwise violates the rights of any third party.

## 10 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not under our control. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

## 11 SECURITY

To the maximum extent permitted by Law, the Company does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process you employ for accessing the Website does not expose you to viruses, malicious code or other forms of interference.

## 12 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact the Company immediately using the contact details [support@4admin.co.uk](mailto:support@4admin.co.uk).

## 13 PRIVACY AND DATA PROTECTION

### 13.1 CLIENT DATA

- (a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the General Data Protection Regulation ((EU) 2016/679) to the extent applicable in the UK, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any applicable regulations regarding telephone recording and email monitoring; and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (collectively, **Data Protection Legislation**) and the terms “controller”, “processor”, “process” and “personal data” shall have the meanings given to those terms in such Data Protection Legislation.
- (b) During and after the delivery of the Services, the User agrees that the Company will be processing personal data of the User (or it's personnel), for its own purposes and, in its capacity as a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:
  - (i) the Company providing Services;
  - (ii) the Company and/or its subcontractors and third party suppliers use the contact details of the User to send marketing materials or other publications and the User may opt out of marketing at any time;
  - (iii) the Company may process personal data concerning its other clients and contacts in other ways for its own business purposes;
  - (iv) the Company may process and transfer personal data as necessary to effect a re-organisation of its business; and
  - (v) the Company may share personal data with other legal or professional advisers used by us to provide the User with legal or professional services.
- (c) The User's instructions are taken to include the use by the Company, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.
- (d) By accepting these Terms, the User gives positive consent for the Company to obtain, store and process information about the User as described in the clause 13.1.
- (e) Each party shall comply with the terms of the Data Protection Legislation.

## 13.2 THIRD PARTY DATA

- (a) During and after the delivery of Services, the Company will process personal data you have provided, including but not limited to: (i) financial policies, pension documents, investment documents and other files uploaded for AI analysis; (ii) data you directly input into the Service; (iii) email communications and telephone recordings when using our integration services; and (iv) any other personal data. The Company acts as a processor for this data on your behalf.
- (b) You agree that where necessary you will have satisfied relevant statutory grounds under the Data Protection Legislation as also undertaken necessary compliance steps, in connection with the processing, before providing the Company with personal data.
- (c) You warrant, in relation to the personal information and all other data that you provide to the Company in connection with this agreement (**Third Party Data**), that:
  - (i) You have all necessary rights and consents in relation to Third Party Data, including all necessary consents or other lawful bases for email monitoring and telephone recording where applicable, such that the Services can be performed in respect of that data;
  - (ii) You are not breaching any Law by providing the Company with Third Party Data;
  - (iii) the Company will not breach any Law by performing the Services in relation to any Third Party Data;
  - (iv) there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, you have notified the Company of this, and the Company has agreed to perform the Services in respect of that data (being under no obligation to do so); and
  - (v) the Company will not breach any Third Party Terms by performing the Services in relation to any Third Party Data.
- (d) You agree at all times to indemnify and hold harmless the Company and its officers, employees and agents from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those parties, where such loss or liability was caused or contributed to by a breach of any warranty in clause 13.2(a).
- (e) The Parties acknowledge that in respect of any Third Party Data, or the purposes described in clause 12.2(a) including email communications, telephone recordings, and their transcriptions, and for the purposes of the Data Protection Legislation, you are the controller and the Company is the processor. This applies to all data processed through our integration services, and you remain responsible for obtaining necessary consents from all parties involved in such communications.
- (f) You and the Company will comply with the Data Protection Legislation.
- (g) The Company shall, in relation to any Personal Data processed in connection with this clause 13.2:
  - (i) process that personal data in compliance with your reasonable instructions with respect to processing personal data;
  - (ii) keep the personal data confidential;
  - (iii) not transfer any personal data outside of the UK, unless in accordance with the Data Protection Legislation, the Company ensures that:
    - (A) the transfer is to a country approved as providing an adequate level of protection for personal data; or
    - (B) there are appropriate safeguards in place for the transfer of personal data; or
    - (C) binding corporate rules are in place; or
    - (D) one of the derogations for specific situations applies to the transfer.
  - (iv) assist you at your cost in responding to any data subject access request and to ensure compliance with your obligations under the Data Protection Legislation

- with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
  - (v) notify you without undue delay after becoming aware of a personal data breach or communication which relates to the Company's or your compliance with the Data Protection Legislation;
  - (vi) at your written request, delete or return personal data (and any copies of the same) to you within 30 days of termination of these Terms unless required by the Data Protection Legislation to store the personal data; and
  - (vii) maintain complete and accurate records and information to demonstrate compliance with this clause 13.2 and allow for audits by you or your designated auditor.
- (h) The Company shall ensure that they have in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, including specific measures for protecting email communications and telephone call recordings. These measures shall include end-to-end encryption for email and call data, secure storage of transcriptions, and role-based access controls, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
- (i) pseudonymising and encrypting personal data;
  - (ii) ensuring confidentiality, integrity, availability and resilience of its systems and services;
  - (iii) ensuring that availability of and access to personal data can be restored in a timely manner after an incident; and
  - (iv) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

## **14 DATA BACKUP**

- (a) To cancel service, Users must explicitly cancel their subscription through their Account settings. The Company will automatically delete all analysed data if not viewed or modified for 9 months, regardless of account status, in accordance with our data minimisation policy, and we will give you 30 days' prior notice before any automatic deletion. Users are responsible for ensuring appropriate data retention periods and may manually delete their data at any time through their Account settings.
- (b) The Company will not be able to recover any data or content after its automatic six-month deletion period or more than 30 days after account cancellation, whichever comes first. It is strongly recommended that you back up all important data, including analysed financial documents, before any deletion occurs.
- (c) The Company will not be responsible to the User and the Company expressly disclaims, to the maximum extent permitted by Law, any liability for, any cost, loss, damages or expenses arising out of the cancellation of your Account and any loss of data.

## **15 LIABILITY**

- (a) The Company bears no liability for delays or errors arising from information displayed on the Website, and the responsibility for checking and verifying all information remains with the User, as clearly stated on the Website. To the maximum extent permitted by applicable law, Company limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these Terms or any services provided by the Company, is limited to the greater of:
  - (i) the total aggregate Charges (Fees actually paid by you to the Company) paid to the Company by you in the three months preceding the first event giving rise to

the relevant liability (or in the case of annual or six-month pre-paid subscriptions, an amount equal to 3 months of the pro-rated subscription value); or

- (ii) £100
- (b) All express or implied representations and warranties in relation to the Services and the associated services performed by the Company are, to the maximum extent permitted by applicable Law, excluded.
- (c) **(Indemnity)** The Client indemnifies the Company and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising out of or in connection with your or your representatives':
  - (i) breach of any of these Terms;
  - (ii) use of the Website; or
  - (iii) access of any Services provided by the Company.
- (d) **(Consequential loss)** To the maximum extent permitted by Law, under no circumstances will the Company be liable for any incidental, special or consequential loss or damages (direct or indirect), or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these Terms or any Products or services provided by the Company, except to the extent this liability cannot be excluded under Law.
- (e) Nothing in these Terms will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (f) To the extent that the provisions of any applicable Law shall impose restrictions on the extent to which liability can be excluded under these Terms or an Order, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of *the Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

## 16 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with these Terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction or other equitable relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice (including email in accordance with clause 19.8) containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. The parties may, by mutual agreement, refer the dispute to mediation. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute, subject to clause 18 (Governing Law).

## 17 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

## 18 FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
  - (i) reasonable details of the Force Majeure Event; and

- (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause 18(a), the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) The Affected Party must use its reasonable endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
  - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
  - (ii) strikes or other industrial action outside of the control of the Affected Party;
  - (iii) any unplanned outage of third-party hosting providers or internet infrastructure, or malicious cyber-attacks (including DDoS) outside the Affected Party's reasonable control;
  - (iv) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
  - (v) any action by a government authority in response to a pandemic or other public-health emergency beyond the reasonable control of the Affected Party.
- (e) If a Force Majeure Event continues for a continuous period of three (3) months ("Force Majeure Period") and materially prevents performance of this agreement, either Party may terminate the agreement on written notice.

## **19 GENERAL**

### **19.1 GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

### **19.2 WAIVER**

No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### **19.3 SEVERANCE**

Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these Terms is not limited or otherwise affected.

### **19.4 JOINT AND SEVERAL LIABILITY**

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

### **19.5 ASSIGNMENT**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party, except in connection with a sale or transfer of all or substantially all of its business or assets.

### **19.6 COSTS**

Except as otherwise provided in these Terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these Terms.

19.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these Terms.

19.8 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's email address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in England and Wales (or, if clause 19.1 is amended, the jurisdiction identified there), in which case the notice will be taken to be given on the next occurring business day; or
  - (ii) when replied to by the other party,
    - (A) whichever is earlier.

## Schedule 1 Service Level Agreement for Support Services

### 1 SUPPORT SERVICES

- (c) The Company will use its best endeavours to provide the Support in accordance with the Service Levels in Table 1 (**Service Levels**).

**Table 1: Service Levels**

| Priority        | Response Target   | Resolution Target |
|-----------------|-------------------|-------------------|
| <b>Critical</b> | 2 business hours  | 24 hours          |
| <b>High</b>     | 4 business hours  | 48 hours          |
| <b>Medium</b>   | 8 business hours  | 72 hours          |
| <b>Low</b>      | 24 business hours | 120 hours         |

- (d) The severity and priority of calls are classified as follows:
- (i) **Critical** – business critical issues only, which prevent the majority of users from accessing the Services or where the module functionality is materially restricted with no feasible workaround
  - (ii) **High** – issues affecting multiple users and issues affecting business operation, which prevents a small group of users from accessing the Services or where the module functionality is restricted but a feasible workaround exists
  - (iii) **Medium** – notification of document processing or AI analysis issues/trends; image/data capture issues; email thread analysis or call transcription quality issues; non-critical general, operation and technical enquiries; credit balance notifications
  - (iv) **Low** – feedback; non-essential system set-up changes, no compliance or cash flow impact.

### 2 USER ACKNOWLEDGMENTS

The User acknowledges and agrees that:

- (a) Service Levels do not apply to any performance or availability issues arising from:
- (i) factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centres, including at your site or between your site and our data centre);
  - (ii) any Third Party Service, information technology systems, hardware or software not provided by the Company, including but not limited to document management systems, email servers, telephone systems, AI analysis services, and data storage services;
  - (iii) any downtime or increase latency in any Third Party Service;
  - (iv) the User failing to implement and maintain the dependencies;
  - (v) the User utilising the Services contrary to the Company's advice on utilisation of the Services (including any policies or guidelines provided to the User by the Company or a Third Party Service);
  - (vi) during or with respect to a preview, pre-release, beta test or trial versions of the Service (including any particular feature);
  - (vii) the User's action or inaction to a reasonable request from the Company in relation to an issue; or
  - (viii) the User's failure to maintain and follow appropriate security practices, including but not limited to proper email security protocols and secure telephone communication practices.

- (b) the Company cannot guarantee that all issues, problems or security threats will be identified;
- (c) final solution may differ from initial diagnosis; and
- (d) priority levels are determined at the Company's sole discretion.

### **3 SUPPORT SERVICE HOURS AND CONTACT METHODS**

- (a) Unless otherwise set out in an Order, the Support Services will be available from 9am – 5pm on Business Days (**Business Hours**).
- (b) All Response Times and Resolutions Targets do not include any time that falls outside a Business Hours.
- (c) Support Services can be accessed by sending an email at [support@4admin.co.uk](mailto:support@4admin.co.uk).