

## 1. Terms and conditions for a renewing term contract

### 2. INITIAL SUBSCRIPTION TERM

- 2.1. The minimum term of this contract will be as defined in your order or invoice, which shall not be less than 12 months.
- 2.2. The order cannot be cancelled once the Channel or App is downloaded by any party to the contract.
- 2.3. Where the contract is for a Group, members will be deemed party to the contract, which shall be binding upon such members and all successors and assigns

### 3. COMMENCEMENT DATE AND AUTOMATIC RENEWAL

- 3.1. Your Initial Term starts on the date agreed herein. In the absence of an agreed date, the start date will be the earlier of the date of the installation of the Channel or App and the date of invoice and/or contract.
- 3.2. You have limited rights to terminate your Contract during the minimum term as described in Section 8.
- 3.3. What happens after the Initial Term
  - 3.3.1. The contract will automatically renew at the end of that term for the same successive term as the Initial Term.
  - 3.3.2. It is your responsibility to monitor, review, and manage the date of renewal, and we do not accept responsibility of reminding you of the renewal date.
  - 3.3.3. Any renewal will automatically be subject to the latest prices and terms and conditions in operation at the time, unless agreed otherwise.
  - 3.3.4. Subscription rates and prices may be updated from time to time, and will be effective upon the next renewal date.

### 4. SUBSCRIPTIONS AND USER LICENCES

- 4.1. Your subscription is a non-transferrable licence assigned only for your or your organisation's sole use.
- 4.2. You may not allow others to use your software or login details, nor reassign to any other party.

### 5. STORAGE AND TRANSMISSION OF INFORMATION

- 5.1. You agree that X-Genics has no responsibility for the deletion, corruption or failure to store any content maintained or transmitted by your Network.
- 5.2. eManager software is supplied in accordance with the terms and conditions of the End User Licence Agreement details of which are contained in the software.

### 6. PROVISION OF SERVICES

- 6.1. Information generated in eManager may be automatically posted to online dashboards for analysis and reporting. The data will be used to generate alerts, management information, benchmarks, trends, market intelligence and other analytic reports as we deem appropriate to deliver a quality service to all our customers. We may further aggregate data and produce intelligence based on patterns of usage and risk management decisions, for publication, research or for the provision of separate services.
- 6.2. When using information from dashboards and/or analytics to manage your organisation, you assume sole responsibility for the interpretation of results together with conclusions drawn therefrom.
- 6.3. We may provide your information to our affiliates and other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.
- 6.4. We may share non-personally identifiable information publicly and with our partners — like publishers, advertisers, developers, or rights holders. For example to show trends about the general use of our services. We may also allow specific partners to use or collect information about your usage for advertising and measurement purposes.

### 7. FAIR USAGE POLICY

- 7.1. Customers who make excessive and/or unfair use of the service may be asked to reduce their use or moved to another price plan at our discretion.
- 7.2. We reserve the right to terminate the relationship, or suspend your account and/or require you to pay the entire amount due for the remaining term of the contract. We will take into account abnormal or unusual activity before making this determination.

### 8. SECURITY

- 8.1. Any breach of security of a user name and password should be notified to us immediately.
- 8.2. You may not adapt or circumvent the systems in place in connection with our Servers and/or Websites, nor access these other than through normal operations.

### 9. YOUR RIGHTS TO TERMINATE THIS CONTRACT

- 9.1. You may terminate your Contract before the minimum term has expired by paying all charges that are due to date, together with the balance of the amount for the remainder of that term.
- 9.2. The notice period for termination will be no less than 30 days
- 9.3. What to do after Termination of your Contract  
Termination of your Contract is subject to you paying us any money owed under the contract. After termination, it is your responsibility to cancel any direct debits, standing orders, credit card mandates or other authorisations you may have given for periodic payments to be made to us by third parties.

### 10. PAYMENT

- 10.1. Payment will be by credit card, debit card, direct debit and electronic transfer as we deem appropriate. Charges may apply for alternative methods of payment, and we reserve the right to refuse any payment method.
- 10.2. Penalties for overdue payments  
If payment is not made within 15 days of its due date, we may charge interest on all sums outstanding at the rate of 4% above the Barclays Bank Plc. Base rate. This interest will be charged on a per annum basis, calculated daily.
- 10.3. We reserve the right to add reasonable administration and debt collection costs
- 10.4. If there are repeated late payments or arrears of more than 2 payments, we reserve the right to terminate the contract and/or require you to pay the entire amount due for the remaining term of the contract.

#### 11. MULTIPLE USERS AND GROUP MEMBERS

You remain responsible for all users:-

- 11.1. for ensuring the Services are used in accordance with this contract and
- 11.2. for all charges incurred to your Account by those Users.

#### 12. MAXIMUM LIABILITY OF X-GENICS

We will not be liable to you if we are unable to perform an obligation or provide the Services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, terrorist act, governmental action, or by any act or decision made by a court of competent jurisdiction. Our liability howsoever arising shall be limited to the actual amounts paid as subscriptions in the preceding 12 months.

#### 13. CHANGES TO YOUR CONTRACT

- 13.1. We may revise the terms of the agreement from time to time with respect to changes in how we accept payments, changes in regulatory requirements, or for any other reason.
- 13.2. This contract may not otherwise be varied without our express agreement. If you seek to rely on such variation or amendment this must be accompanied by written evidence of such agreement by us.

#### 14. GENERAL

- 14.1. You may not modify, rent or resell for profit, or otherwise allow a non-licensee to use this software or content, or create derivative works based upon the software or content.
- 14.2. You may not use any registration codes for the software that have not been purchased from X-Genics or an authorised representative of X-Genics.
- 14.3. By using any X-Genics software or storing the software on a computer hard drive (or other media), you are agreeing to be bound by the terms of use.
- 14.4. Your Account, access to your data, Username and Passwords are non-transferable, without our written agreement

#### 15. MISCELLANEOUS

- 15.1. If either party delays or does not take action to enforce their rights under the contract this does not prevent that party from taking action later.
- 15.2. If any of the terms in this contract are not valid or legally enforceable the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.
- 15.3. If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.
- 15.4. If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.
- 15.5. You agree to allow X-Genics reasonable use of your organisation's name and logo in any marketing material to promote our business relationship, provided that this is carried out in good faith and only including any quotes or endorsements as agreed by both parties.
- 15.6. This agreement supersedes any prior or contemporaneous oral or written agreements or statements and may not be modified without the written agreement of X-Genics or an authorized representative of X-Genics.

#### 16. X-GENICS REGISTERED OFFICES

Our registered offices are at: Kemp House, 160 City Road, London EC1V 2NX. Company Registration No: 5218256 (England)

#### 17. GOVERNING LAW

- 17.1. These terms and conditions shall be governed by and construed in accordance with English law.
  - 17.2. Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.
-