

C4A TRIAL TERMS AND CONDITIONS

BY CLICKING "START TRIAL", YOU CONFIRM THAT YOU AGREE TO BE BOUND BY THESE TERMS AND ACKNOWLEDGE THAT THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN THE FIRM, COMPANY, LIMITED LIABILITY PARTNERSHIP OR OTHER ORGANISATION ON WHOSE BEHALF YOU ARE ACTING ("CUSTOMER") AND CLICK4ASSISTANCE LIMITED (REGISTERED NUMBER 5322233) OF 11 LORDS COURT, CRICKETERS WAY, BASILDON, ESSEX, SS13 1SS ("C4A"). YOU CONFIRM THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE CUSTOMER. IF THE CUSTOMER DOES NOT AGREE TO ALL OF THESE TERMS (OR IF YOU DO NOT HAVE THE RIGHT TO BIND THE CUSTOMER, YOU ARE NOT PERMITTED TO ACCESS OR USE THE PLATFORM, AND YOU SHOULD NOT CLICK TO ACCEPT THESE TERMS AND YOU SHOULD NOT PROCEED FURTHER.

1. Provision of Service

- 1.1 C4A shall, during the Trial Period (as defined below), provide access to the web-based chat software developed and owned by C4A and/or its licensors ("**Platform**") on a software as a service (SaaS) basis ("**Service**") for the Customer. Access to and use of the Platform is granted for a 21 day period only which will automatically expire at the end of such period, unless C4A expressly agrees to allow an extension ("**Trial Period**").
- 1.2 It is the Customer's responsibility to ensure that each Authorised User (as defined below) has equipment (of appropriate specification and compatible with the Platform and the Service) and internet connection to enable such Authorised User to connect to the Service. The Customer acknowledges that it is responsible for all charges for internet access (including mobile data usage) charged by its internet service provider.
- 1.3 The Customer acknowledges that the Platform makes data, information and material comprised within the Platform and/or the Service ("**C4A Content**") available. In addition, such data, information, and material may be sourced from a number of third-party integrations (such as WhatsApp or Facebook) ("**Third Party Data**"). C4A reserves the right to add to, withdraw and/or substitute particular Third Party Data sources and to change the format of C4A Content, from time to time.
- 1.4 C4A does not endorse any third party or any sites on the Internet that may be linked from the Platform. C4A provides links and access to third parties only as a matter of convenience, and in no event shall C4A or its licensors be responsible for any advice, content, products, or other materials on or available from such companies or sites or Third Party Data.

2. Grant of licence and scope of authorised use

- 2.1 Subject to the other provisions of this agreement, the Customer is granted a non-transferable, non-exclusive licence, for the Trial Period, to access and use the Platform. Without prejudice to clause 2.2, the Customer may not sub-license the right to access and/or use the Platform or the Service to any third party. The Customer is licensed to access and use only the Platform only by means of the Service. Except as expressly set out in this agreement, all rights in and to the Platform, Service (including the C4A Content) and all software which forms part of, or is used in the provision of, the Platform or the Service ("**Software**") are reserved to C4A or its licensors.

- 2.2 Only the Customer is licensed to access and use the Platform and Service and solely for trial and

evaluation purposes during the Trial Period. Use by the Customer includes use by the employees of the Customer and its contractors (each an "**Authorised User**") provided that each Authorised User is accessing and using the Platform and Service exclusively on behalf of the Customer, for the above purpose, and with the Customer's authorisation.

2.3 The Customer shall comply with, and shall ensure that each Authorised User consents to and complies with, any terms of use or service (including any acceptable use policy) and privacy and/or cookies policy that C4A may publish online through the Service, each as updated by C4A from time to time, all of which are incorporated into this agreement by reference.

2.4 The Customer shall not:

- (a) except as expressly permitted by this agreement, permit any third party to access or use the Platform or C4A Content or use the same on behalf of any third party (which includes operating any form of facility on behalf of any third party or operating a software bureau or similar service);
- (b) copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, or create derivative works from the Platform or C4A Content or distribute any C4A Content to any third party (including in the form of reports, presentations, prospectuses or other analyses);
- (c) create Internet "links" to the Platform or "frame" or "mirror" any C4A Content on any other server or wireless or Internet-based device;
- (d) attempt to discover or gain access to the source code for the Software or reverse engineer, modify, decrypt, extract, disassemble or decompile the Software (except strictly to the extent that the Customer is permitted to do so under applicable law in circumstances under which C4A is not lawfully entitled to restrict or prevent the same), including in order to: (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the Platform; or (iii) copy any ideas, features, functions or graphics of the Platform;
- (e) employ any hardware, software, device or technique to pool connections or reduce the number of devices or users that directly access or use the Platform and/or the Service (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling') in order to circumvent any restrictions on scope of authorised use contained in this agreement;
- (f) obscure, amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of, the Platform, the Service or Software;
- (g) attempt to gain unauthorised access to or interfere with the proper working of the Platform, the Service or Software and, in particular, must not attempt to circumvent security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Platform, the Service or Software or any associated website, computer system, server, router or any other internet-connected device;
- (h) provide false identity information to gain access to or use the Service; or
- (i) use the Platform or the Service to: (i) impersonate any person or entity or otherwise misrepresent the Customer's relationship with any person or entity; (ii) engage in any fraudulent activity or further any fraudulent purpose; (iii) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the United Kingdom or any foreign government as a foreign terrorist organisation; (iv) "stalk" or

otherwise harass another person or collect or store unauthorised personal data in relation to any individual; (v) transmit or distribute any unsolicited or unauthorised advertising, marketing or promotional material or other form of solicitation (spam); and/or (vi) transmit or distribute any virus and/or other code that has contaminating or destructive elements; and shall not permit any Authorised User or other third party to do any of the foregoing.

- 2.5 Certain Third Party Data may be subject to additional terms imposed by the relevant third party source. The Customer agrees to abide by any such additional terms where specified on the Platform alongside or contained within the relevant C4A Content.
- 2.6 The Customer understands that the Platform, the Service and/or Software may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by C4A and/or content providers who provide content to the Platforms and/or the Service. The Customer may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorised reproduction, publication, further distribution or public exhibition of the C4A Content, in whole or in part, is strictly prohibited.
- 2.7 The Customer shall, upon request, certify to C4A its compliance with the terms of this agreement, providing such opportunity to verify the same as reasonably requested by C4A. The Customer further acknowledges and agrees that C4A or its appointed representatives have the right, on reasonable prior notice, to inspect and audit its facilities and operations at any time during the term of this agreement, solely for the purposes of verifying its compliance with the terms of this agreement and the Customer agrees to provide reasonable access, during normal working hours and subject to its reasonable security procedures, to its premises, systems and personnel and to provide all reasonable co-operation (including the provision of requested information) for the purposes of such inspections and audits.

3. Administrator and Authorised Users

- 3.1 The Customer is solely responsible for determining the skill, competence, character and other attributes of all Authorised Users. The Customer shall provide contact information for the personnel which is responsible for the administration and internal management of the Platform ("**Customer Primary Contact**").
- 3.2 The Customer shall ensure that each Authorised User shall, as a condition of being granted access to the Platform and/or the Service, be required by the Customer's Account Manager to acknowledge the obligations on the Customer under this agreement respecting authorised use (and restrictions on use) of the Platform and Service and agree to comply with the same.
- 3.3 The Customer Primary Contact shall participate in weekly feedback and progress calls with C4A during the Trial Period and provide C4A with all information reasonably requested. C4A may terminate or suspend to Customer's access to the Platform during the Trial Period if the Customer does not comply with this clause 3.3.
- 3.4 The Customer shall be responsible for all access to and use of the Platform and Service by Authorised Users. The Customer shall immediately notify C4A in writing in the event that the Customer becomes aware of any breach of this agreement by any Authorised User.
- 3.5 The Customer shall be responsible for ensuring the security and confidentiality of all log-on identifiers, including usernames and passwords, assigned to, or created by, the Account Manager or any Authorised User in order to access or use the Platform and/or the Service ("**ID**").

3.6 Under no circumstances may IDs be transferred or shared between individual Authorised Users and 'general' (non-individually assigned) IDs may not be created. The Customer acknowledges and agrees that the Customer will be solely responsible for all activities that occur under such ID. The Customer shall promptly notify C4A upon becoming aware of any unauthorised access to or use of the Platform and/or the Service, and provide all reasonable assistance to C4A to bring an end to such unauthorised access or use.

4. Warranties

4.1 C4A warrants that it has the right to enter into this agreement and to provide the Service as contemplated by this agreement. Subject to that, the Customer acknowledges that, since access to the Platform and Service is provided free of charge, they are provided entirely on an 'as is' and 'as available' basis. C4A does not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of the Platform or C4A Content.

4.2 Except as expressly set out in this agreement and subject only to clause 6.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Platform, Service (including any C4A Content) or to anything supplied or provided by C4A under this agreement. In particular, C4A does not warrant that the operation of the Platform or the Service will be uninterrupted, contaminant-free or error-free, or that they will meet the Customer's requirements.

4.3 The Customer agrees that it is solely responsible for its selection of the Platform and Service and for all use it makes of them, and all reliance it chooses to place on the Platform and any C4A Content. The Customer acknowledges and agrees that the Platform and C4A Content are intended for general informational use and guidance purposes only, do not amount to professional advice on any particular matter and should not be relied upon in isolation in making any decision. In all cases, the Customer should exercise its own professional skill, discretion and judgement.

4.4 The Customer shall ensure that its use of the Platform and Service, complies, in all respects, with all applicable laws, regulatory requirements, mandatory standards and codes of practice of any competent authority for the time being in force.

5. Intellectual property rights

5.1 Nothing in this agreement shall cause the ownership of any intellectual property rights belonging to one party to be transferred to the other.

5.2 C4A and/or its licensors shall, as between the parties, remain the owner of all intellectual property rights in C4A's brands, trade marks and logos, the Platform (including the C4A Content), the Service and the Software. Except as expressly permitted by this agreement, the Customer may not use any of C4A's intellectual property rights without C4A's prior written consent.

5.3 The Customer shall promptly bring to the attention of C4A any improper or wrongful use of any intellectual property rights of C4A which comes to the Customer's notice. The Customer shall assist C4A in taking all steps to defend C4A's intellectual property rights, but not institute legal proceedings of its own accord.

6. Exclusions and limitations

- 6.1 Nothing in this agreement limits or excludes either party's liability: (a) for death or personal injury caused by its negligence; (b) for fraudulent misrepresentation or for any other fraudulent act or omission; or (c) for any other liability which may not lawfully be excluded or limited.
- 6.2 Subject to clause 6.1, C4A shall not be liable (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) for any: (a) loss of profit; (b) loss of sales, turnover, revenue or business; (c) loss of customers, contracts or opportunity; (d) loss of or damage to reputation or goodwill; (e) loss of anticipated savings; (f) loss of any software or data; (g) loss of use of hardware, software or data; (h) loss or waste of management or other staff time; or (i) indirect, consequential or special loss; arising out of or relating to this agreement. Notwithstanding the foregoing, the exclusions in (a) and (b) shall not apply to any loss suffered by C4A in the event of the Customer's wrongful termination of this agreement.
- 6.3 Subject to clause 6.1, C4A shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of:
- (a) the use of the Platform and/or the Service except for its normal intended purpose;
 - (b) any adaptation or modification of the Platform and/or the Service, or integration or combination with any other equipment, software, product or material not supplied by C4A, in each case carried out by anyone other than C4A or without C4A's express written consent;
 - (c) any defect arising in the Platform as a result of misuse, wilful damage, negligence on the part of anyone other than C4A, abnormal operating conditions or any failure by the Customer to follow any instructions of C4A as to use;
 - (d) the compliance by C4A with any design, specification or instructions, or any any data, information or material, provided by the Customer or on the Customer's behalf;
 - (e) the continued use of a version or release of the Platform and/or the Service after C4A has made an alternative version or release of such Platform and/or the Service available to the Customer, to the extent that any claim in respect of which C4A would otherwise be obliged, under this agreement, to indemnify would have been avoided by the use of such alternative version or release.
- 6.4 Subject to clauses 6.1 and 6.2, C4A's total liability arising out of or relating to this agreement or its subject matter and to anything which it has done or not done in connection with the same (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited, in aggregate for all claims, to the sum of £100.
- 6.5 The Customer acknowledges and accepts that this clause 6 is a fair and reasonable apportionment of liability for the Trial period.

7. Termination

- 7.1 C4A may, without liability, terminate this agreement, or alternatively, may suspend access to and use of the Platform and/or the Service, in whole or in part, by giving the Customer written notice if: (a) the Customer materially breaches any term of this agreement; (b) any provision of clauses 2.4 or 3.5 is breached; and/or (c) the Customer is in persistent or repeated breach of any of its obligations under this agreement (whether or not it is the same obligation that is breached and

whether or not such breaches are remedied).

- 7.2 Upon termination of this agreement for any reason (if the Customer does not subscribe to the Platform):
- (a) the Customer shall immediately cease to access, and discontinue all use of, the Platform and Service;
 - (b) the Customer shall remove the script for their website and delete the Software from all the Authorised User devices
- 7.3 The Customer acknowledges and accepts that failure to comply with clause 7.2 will result in liability for the Customer to pay the subscription fees for any period after the Trial Period during which it is in breach of its obligations in clauses 7.2(a) or 7.2(b) above.
- 7.4 The termination of this agreement for any reason will not affect the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after the termination. Without prejudice to the foregoing, clauses 4, 6 and 8 shall survive termination of this agreement.

8. General

- 8.1 Each party shall keep confidential all confidential information of the other party which it receives in connection with this agreement. C4A's confidential information includes the Platform, Service (including the C4A Content) and Software and the terms of this agreement.
- 8.2 Neither party will be liable to the other for any failure or delay in performing its obligations under this agreement which arises because of any circumstances which it cannot reasonably be expected to control (which shall include Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving personnel of C4A or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery or breakdown in machinery, or interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing, but shall not include shortage or lack of available funds on the Customer's part).
- 8.3 The Customer may not sub-license or assign, sub-contract or delegate any or all of its rights or obligations under this agreement without the prior written consent of C4A.
- 8.4 All variations to this agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.
- 8.5 A person who is not a party to this agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 8.6 This agreement sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it, and supersedes all previous agreements between the parties relating to such subjects. Provided always that nothing in this clause 8.6 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of this agreement and each party acknowledges that it has not been influenced to enter this agreement by, and shall have no rights or remedies (other than for breach of contract) in respect of, anything the other party has said or done or committed to do, except as expressly recorded in this agreement. This agreement may be concluded in the English

language only. No public filing requirements apply to this agreement.

- 8.7 This agreement is governed by English law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with this agreement or its subject matter, but C4A is also entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its intellectual property rights.