

HAPNAV Software End User License Agreement and Terms of Service

PLEASE READ CAREFULLY: THIS SOFTWARE END USER LICENCE AGREEMENT AND TERMS OF SERVICE IS A BINDING LEGAL AGREEMENT BETWEEN HAPNAV LIMITED (INCORPORATED AND REGISTERED IN ENGLAND AND WALES WITH THE REGISTERED NUMBER 13197119 AND WITH THE REGISTERED ADDRESS AT 9 FRANKLIN WAY, SPILSBY, LINCOLNSHIRE, ENGLAND, PE23 5GG) AND YOU PURCHASING A USER SUBSCRIPTION (A SUBSCRIPTION TO ACCESS AND USE THE SOFTWARE AND THE SERVICE FOR THE SUBSCRIPTION TERM) (THE “AUTHORISED USER”) PURCHASING THIS USER SUBSCRIPTION TO ACCESS THE HAPNAV SOFTWARE AND CONNECTED SERVICE.

YOU MUST AGREE TO THE TERMS OF THIS HAPNAV SOFTWARE END USER LICENSE AGREEMENT AND TERMS OF SERVICE (THE “AGREEMENT”) IN ORDER TO INSTALL AND USE THE HAPNAV SOFTWARE (THE “SOFTWARE”) AND THE HAPNAV CONNECTED SERVICE (THE “SERVICE”). BY CLICKING ON THE “ACCEPT” BUTTON OR BY PURCHASING THE HAPNAV SOFTWARE AND SERVICE, YOU AGREE TO BE BOUND TO THIS AGREEMENT. YOU MAY NOT USE THE HAPNAV SOFTWARE OR SERVICE IN ANY WAY UNLESS YOU HAVE ACCEPTED THE AGREEMENT.

The HapNav software and service is an application that permits Authorised Users to model their finances on a lifetime cashflow calculator application. The following general terms and conditions permit you to: 1) download, install and use the HapNav Software, including any additional HapNav Software updates that HapNav may make available to the Authorised User, to access the HapNav server applications; 2) access the Service with the Software; and 3) use any accompanying documentation provided by HapNav for using the Software and accessing the Service.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS.

Background:

- (A) HapNav provides software application web-based financial planning products and services, including the Service to individual end user clients purchasing a User Subscription (each an “Authorised User”) under and in accordance with this Agreement.
- (B) The Authorised User wishes to purchase access to the Software and the Service from HapNav under and in accordance with this Agreement and HapNav wishes to provide access to the HapNav Software and the Service to the Authorised User under and in accordance with this Agreement.

1. Licence Grant and Restrictions

- 1.1 Subject to: (i) the Authorised User purchasing the User Subscription in accordance with clause 5; and (ii) the terms and conditions of this Agreement including without limitation the restrictions set forth below, HapNav hereby grants the Authorised User a non-exclusive, non-transferable right to access the Software and use the Service for the Subscription Term only and solely for the Authorised User’s personal purposes. All rights not expressly granted to the Authorised User are reserved by HapNav and its licensors.
- 1.2 Each Authorised User shall keep a secure password for his use of the Software and Service, shall change such password from time to time and shall keep his password confidential.

- 1.3 Each Authorised User will comply with laws and regulations that apply to it, including laws, regulations and industry standards concerning privacy and data protection.
- 1.4 Each Authorised User shall not access, store, distribute or transmit any viruses or any material during the course of its use of the Service that:
 - 1.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 1.4.2 facilitates illegal activity;
 - 1.4.3 depicts sexually explicit images;
 - 1.4.4 promotes unlawful violence;
 - 1.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 1.4.6 in a manner that is otherwise illegal or causes damage or injury to any person or property.
- 1.5 The Authorised User shall not:
 - 1.5.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (a) and except to the extent expressly permitted under these terms and conditions, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 1.5.2 access all or any part of the Software and/or the Service in order to build a product or service which competes with the Software and/or Service; or
 - 1.5.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise;
 - 1.5.4 make the Service and/or Software available to any third party except the Authorised Users, or
 - 1.5.5 attempt to obtain, or assist third parties in obtaining, access to the Software and/or Service; and
- 1.6 The Authorised User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Service and, in the event of any such unauthorised access or use, promptly notify HapNav.
- 1.7 In the event that the Authorised User breaches this clause 1, HapNav reserves the right, without liability to the Authorised User and without prejudice to HapNav's other rights and remedies, to suspend or terminate the Authorised User's access to the Service.

2. Term

- 2.1 This Agreement commences on the Commencement Date. The initial term is one month (the "Initial Term") and shall be a trial period. During the Initial Term, HapNav shall provide the Authorised User with access to the Software and the Service on a free of charge basis and the parties acknowledge and agree that HapNav shall have no liability in relation to the Software and/or the Service during the Initial Term.
- 2.2 Upon the expiry of the Initial Term, this Agreement will automatically renew for successive renewal terms of one month each (the "Subscription Term") unless and until terminated by either party in accordance with this Agreement.

3. Service and Support

- 3.1 HapNav shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for maintenance provided that HapNav has used reasonable endeavours to give the Authorised User advance notice where practically achievable.
- 3.2 HapNav will, as part of the Service and at no additional cost, provide the Authorised User with HapNav's standard customer support services on a reasonable endeavours basis.
- 3.3 The Authorised User acknowledges that HapNav may host the Service using its own infrastructure or may engage third parties to host the Service on its behalf. HapNav may provide updates to the Service at HapNav's discretion at no charge to the Authorised User, and system maintenance may take place from time to time, whether on a scheduled or emergency basis. During such times, the Service may be unavailable. Subject to clause 13, HapNav shall not be liable for any loss, liability or damage arising as a result of the Service being unavailable due to maintenance being undertaken, whether on a scheduled or emergency basis.
- 3.4 HapNav will make its privacy statement available on its website for Authorised Users to access ("Privacy Statement").

4. Third Party Interactions

- 4.1 Authorised User acknowledges and agrees that HapNav does not endorse any third party or any sites on the Internet that are linked through the Service. HapNav provides links and access to third parties only as a matter of convenience, and in no event shall HapNav or its licensors be responsible for any advice, content, products, or other materials on or available from such sites. The Authorised User further acknowledges and agrees that the use of and/or access to any third party software, hardware or services may require and be subject to that respective third party's separate terms and conditions of supply.

5. Payment and Charges

- 5.1 The Authorised User shall pay the Subscription Fees (particularised on the HapNav website) to HapNav for the User Subscription in accordance with this clause 5.
- 5.2 HapNav will not invoice the Authorised User for the free trial period of the Initial Term and shall not have any obligation to provide the Service outside the Initial Term.
- 5.3 The Authorised User shall no later than the expiry of the Initial Term provide to HapNav valid, up-to-date and complete bank account details (including sort code and account

number), company details and approved purchase order information acceptable to HapNav and any other relevant valid, up-to-date and complete contact and billing details.

- 5.4 The Authorised User authorises HapNav to bill the Authorised User's bank account for the Subscription Fees payable on the Activation Date (the first day following the expiry of the Initial Term (and thereafter payment will be taken on monthly recurring basis for each subsequent Subscription Term until termination of this Agreement in accordance with clause 14.
- 5.5 In relation to Authorised Users added in the middle of a billing month, HapNav will charge the Authorised User in full for that billing month. All fees are due and payable in full in British pounds sterling without deduction, set off or counterclaim, within thirty (30) days of the date of an invoice issued by HapNav. Payment may be made by a funds transfer from a PayPal account held in the name of the Authorised User or by a credit or debit card issued in the name of the Authorised User or by BACs transfer from the Authorised User. The Authorised User acknowledges that the Subscription Fees for the Service shall be paid in advance on an annual or monthly basis (depending on which option was selected by the Authorised User when establishing its account for the Service), and that the Service will not be initiated or renewed (as the case may be) until payment is received and processed by HapNav. All payment obligations are non-cancellable and all amounts paid are non-refundable.
- 5.6 If HapNav has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of HapNav:
- 5.6.1 HapNav may, without liability to the Authorised User, disable the Authorised User's password, account and access to all or part of the Software and shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and
- 5.6.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of HapNav's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 5.7 HapNav shall be entitled to increase the Subscription Fees annually by the higher of RPI or 3% and will notify the Authorised User of this change. If such increase is made, this Agreement shall be deemed to have been amended accordingly and the Authorised User hereby consents to such amendment.
- 5.8 If this Agreement is terminated for any reason, the Authorised User will be obliged to pay the balance due on the Authorised User's account calculated in accordance with this clause 5. The Authorised User agrees that HapNav may charge such unpaid fees to the Authorised User's PayPal account or credit or debit card or otherwise bill the Authorised User for such unpaid fees. HapNav reserves the right to impose a reconnection fee in the event Authorised User is suspended and thereafter requests access to the Service.

6. Authorised User Obligations

6.1 The Authorised User shall:

6.1.1 provide HapNav with:

- (a) all necessary co-operation in relation to this agreement; and
- (b) all necessary access to such information as may be required by HapNav;

in order to provide the Service, including but not limited to the Authorised User Content, security access information and configuration services. The Authorised User grants HapNav all rights or licenses necessary for HapNav to use such information in connection with the provision of the Service;

6.1.2 carry out all other Authorised User responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Authorised User's provision of such assistance as agreed by the parties, HapNav may adjust any agreed timetable or delivery schedule as reasonably necessary;

6.1.3 ensure that the Authorised User's use of the Software and the Service (and any associated Documentation) is in accordance with HapNav's instructions including the terms and conditions of this Agreement and shall be responsible for any breach of this Agreement which results from an Authorised User's act or omission;

6.1.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for HapNav, its contractors and agents to perform their obligations under this Agreement, including without limitation the supply of the Service;

6.1.5 ensure that its network and systems comply with the relevant specifications provided by HapNav from time to time; and

6.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to HapNav's website and data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Authorised User's network connections or telecommunications links or caused by the internet.

7. Representations and Warranties

7.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

7.2 Authorised User represents and warrants that:

7.2.1 it has provided complete and accurate information to HapNav;

7.2.2 it has neither provided any false or misleading information nor falsely identified itself to gain access to the Service; and

7.2.3 it shall comply with the terms and conditions of this Agreement.

HapNav Warranties

7.3 HapNav warrants that the Service will be provided with reasonable care and skill.

- 7.4 The Authorised User acknowledges and agrees that HapNav provides the Software and the Service on an 'as is' basis with all faults and without warranty of any kind.
- 7.5 HapNav and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service or any Content. HapNav and its licensors do not represent or warrant that (a) the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Service will meet the Authorised User's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by the Authorised User through the Service will meet the Authorised User's requirements or expectations, (e) errors or defects will be corrected, or (f) the Service or the server(s) that make the Service available are free of viruses or other harmful components. Consequently, Authorised User agrees to take all precautions and safeguards necessary to protect your data and systems from loss or damage.
- 7.6 Subject to the foregoing express warranties set out within this clause 7, to the maximum extent permitted by applicable law, HapNav (and its licensors and third parties) specifically disclaim any express or implied warranties, including but not limited to, any warranties of quality, fitness for a particular purpose, conformance with specification or non-infringement.
8. Intellectual Property Ownership
- 8.1 HapNav alone (and/or its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Service and any associated Documentation, and any modifications, improvements, enhancements, upgrades, and derivative works related thereto. Authorised User agrees to assign any right, title, and interest it may have or acquire in the foregoing to HapNav.
- 8.2 This Agreement is not a sale and does not convey to any Authorised User any rights of ownership in or related to the Software and/or the Service or any intellectual property rights related thereto. The HapNav name, the HapNav logo, and the product names associated with the Software and the Service are trademarks of HapNav or third parties, and no right or license is granted hereby to use them.
9. Confidentiality
- 9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. The Authorised User acknowledges that without limitation, the Software, Service, Documentation and any other proprietary or confidential information (such as pricing) provided to the Authorised User by HapNav constitutes HapNav Confidential information.
- 9.2 A party's Confidential Information shall not be deemed to include information that:
- 9.2.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 9.2.2 was in the other party's lawful possession before the disclosure;
 - 9.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

- 9.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 9.2.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 9.3 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- 9.4 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 9.5 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 9.6 The above provisions of this clause 9 shall survive termination of this agreement, however arising.
10. Content, Account Information, Data and Data Protection
- 10.1 Authorised User represents and warrants that: (i) Authorised User owns any data that it posts to the Service (the "Authorised User Content") or otherwise has the right to grant the license set forth in clause 10.2, and (ii) the posting of the Authorised User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or entity. Authorised User agrees to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any Authorised User Content posted to or through the Service.
- 10.2 Authorised User hereby grants to HapNav a perpetual, non-exclusive, fully-paid, royalty-free, fully sublicensable, transferable, irrevocable, worldwide license to use any Authorised User Content (in whole or in part) for the purpose of fulfilling its obligations under this Agreement and maintaining and running the Service.
- 10.3 The Service contains content of HapNav and/or its licensors (" HapNav Content"), (HapNav Content and Authorised User Content are collectively referred to as the "Content"). HapNav Content is protected by copyright, trademark, and other laws, and HapNav (and/or its licensors) owns and retains all rights in HapNav Content.
- 10.4 HapNav does not control all of the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of the Content. Authorised User agrees that the Authorised User must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.
- 10.5 Authorised User acknowledges and agrees that the Service is intended for general informational use only, does not amount to investment advice and should not be relied upon in making any investment decision. The Content may relate to previous share prices or financial performance and the past is not necessarily a guide to future performance and

should not be relied upon as such. If the Content contains any forward-looking statements, these are only predictions and involve known and unknown risks, uncertainties, and other factors that may cause actual results and performance to be materially different from those predicted. Content is not advice on any particular matter. In this regard, Authorised User acknowledges that it may not rely on any Content created by HapNav or submitted to HapNav, including without limitation information posted on the HapNav website, chatrooms and chatboards or in any other parts of the Service. Subject to clause 13, under no circumstances will HapNav be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

- 10.6 Without liability of any kind, HapNav may reject, refuse to post, or delete any content submitted by the Authorised User or by any other party, including but not limited to any content that in the sole judgment of HapNav violates this Agreement or which may be inappropriate, offensive, illegal or violate the rights, harm, or threaten the safety of any person ("Prohibited Content"). Without prejudice to its obligations set out within clause 1 of this Agreement, the Authorised User must not post Prohibited Content. HapNav reserves the right to investigate and take appropriate legal action against anyone who HapNav determines, at HapNav's sole discretion, violates this provision.
- 10.7 The Authorised User acknowledges that HapNav does not pre-screen Content, but that HapNav and its designees shall have the right (but not the obligation) in their sole discretion to reject, refuse to post, or delete any Content that is available via the Service. Without limiting the foregoing, HapNav and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. Despite prohibitions contained in this Agreement, Content provided by other Authorised Users may contain Prohibited Content, and, subject to clause 13, HapNav expressly disclaims any responsibility or liability for this material. Authorised User understands that by using the Service, the Authorised User may be exposed to such Content. If any Authorised User becomes aware of misuse of the Service by any person or any Prohibited Content, that Authorised User must contact HapNav by email to info@hapnav.com and report such abuse.
- 10.8 The Authorised User acknowledges, consents and agrees that HapNav may access, preserve and disclose Authorised User Content and/or the account information of the Authorised User if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:
- 10.8.1 complete a transaction or do something you have asked us to do;
 - 10.8.2 comply with legal process;
 - 10.8.3 enforce this Agreement;
 - 10.8.4 respond to claims that any Content violates the rights of third parties;
 - 10.8.5 respond to requests for customer service; or
 - 10.8.6 protect the rights, property or personal safety of HapNav, its other Authorised Users and the public.

- 10.9 Authorised User accepts sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all data in the Authorised User Content, and HapNav shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any such data in connection with Authorised User's use of or access to the Service.

11. Data Protection

For the purposes of this clause: "Data Protection Legislation" shall mean all applicable laws and regulations relating to the processing of Personal Data and privacy including the EU Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC) and the EU's General Data Protection Regulation (2016/679/EC), including all law and regulations implementing or made under them and any amendment or re-enactment of them and the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "processing" shall have the meanings attributed to them in the Data Protection Legislation.

- 11.1 HapNav will make its privacy statement available on its website for Authorised Users to access ("Privacy Statement").
- 11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authorised User is the data controller and HapNav is the data.
- 11.4 Without prejudice to the generality of clause 11.2, the Authorised User will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to HapNav for the duration and purposes of the Subscription Term.
- 11.5 Without prejudice to the generality of clause 11.2, HapNav shall, in relation to any Personal Data processed in connection with the performance by HapNav of its obligations under the Agreement:
- 11.5.1 process that Personal Data only on the written or verbal instructions of the Authorised User unless HapNav is required by the laws of any member of the European Union or by the laws of the European Union applicable to HapNav to process Personal Data (Applicable Data Processing Laws). Where HapNav is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, HapNav shall promptly notify the Authorised User of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit HapNav from notifying the Authorised User;
- 11.5.2 taking into account the state of technical development and the nature of processing, HapNav shall implement and maintain the technical and organisational measures to protect the Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access;

- 11.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 11.5.4 not transfer any Personal Data outside of the UK and the European Economic Area unless the prior written consent of the Authorised User has been obtained and the following conditions are fulfilled:
- (a) the Authorised User or HapNav has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (c) HapNav complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) HapNav complies with reasonable instructions notified to it in advance by the Authorised User with respect to the processing of the Personal Data;
- 11.5.5 assist the Authorised User, at the Authorised User's cost, in responding to any reasonable request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.5.6 notify the Authorised User without undue delay on becoming aware of a Personal Data breach;
- 11.5.7 at the written direction of the Authorised User, delete or return Personal Data and copies thereof to the Authorised User on termination of the Agreement unless required by Applicable Data Processing Law to store the Personal Data; and
- 11.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and shall contribute to audits.
- 11.6 The Authorised User consents to HapNav appointing any third party processor of Personal Data under this Agreement. HapNav shall appoint such sub-processor(s) under a written agreement containing materially the same obligations as under this clause.
- 11.7 HapNav may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
- 11.8 HapNav shall implement the following back-up procedure:

Period and type of back-up	Back-up retained for
Daily Incremental	1 month
Weekly Full	1 year
Monthly Full	5 years
Annual Full	7 years

- 11.9 HapNav reserves the right to alter its back-up procedure from time to time to time.
- 11.10 In the event of any loss or damage to Authorised User Content, the Authorised User's sole and exclusive remedy shall be for HapNav to use reasonable commercial endeavours to restore the lost or damaged Authorised User Content from the latest back-up of such Authorised User Content at the Authorised User's cost. HapNav shall not be responsible for any loss, destruction, alteration or disclosure of Authorised User Content caused by any third party (except those third parties sub-contracted by HapNav to perform services related to Authorised User Content maintenance and back-up).
- 11.11 HapNav shall, in providing the Service, comply with its Privacy Policy relating to the privacy and security of the Authorised User Content available at www.hapnav.com or such other website address as may be notified to the Authorised User from time to time, as such document may be amended from time to time by HapNav in its sole discretion.
- 11.12 The Authorised User acknowledges that HapNav is reliant on the Authorised User for direction as to when and to what extent HapNav is entitled to access and process the Authorised User Content in order to carry out the Authorised User's instructions or fulfil HapNav's obligations. Consequently, the Authorised User acknowledges and agrees that HapNav will not be liable for any claim brought by a Data Subject arising from any action or omission by HapNav to the extent that such action or omission resulted directly from the Authorised User's instructions or HapNav's obligations pursuant to this Agreement.

12. Indemnity

- 12.1 Authorised User shall indemnify and hold harmless HapNav, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, and agents, from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) ("Damages") arising out of or in connection with: (i) a claim alleging that use of the Authorised User Content infringes the rights of, or has caused harm to, a third party; and/or (ii) a claim by a third party arising from the breach by the Authorised User of this Agreement; and/or (iii) arising out of or in connection with the Authorised User's use of the Service.

13. Limitation of Liability

- 13.1 Nothing in this Agreement excludes or limits either party's liability:
- 13.1.1 for personal injury or death caused by its or its employees or agents negligence;
 - 13.1.2 for fraud or fraudulent misrepresentation;
 - 13.1.3 under any express indemnities contained within this Agreement;
 - 13.1.4 to pay any sums properly due and owing to the other in the course of normal performance of this Agreement;
 - 13.1.5 or any other liability which may not be excluded or limited by applicable law, even if any other term of this Agreement would otherwise suggest that this might be the case.
- 13.2 Save as set out above, HapNav does not accept liability under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any:

- 13.2.1 loss of profits;
 - 13.2.2 loss of revenue;
 - 13.2.3 loss of goodwill;
 - 13.2.4 loss of anticipated earning or savings;
 - 13.2.5 loss or corruption of data;
 - 13.2.6 wasted management or other staff time;
 - 13.2.7 losses or liabilities under or in relation to any other contract;
 - 13.2.8 indirect, special or consequential loss or damage.
- 13.3 Save as set out above, HapNav's total maximum aggregate liability to any Authorised User and whether arising in contract, tort (including negligence) breach of statutory duty or otherwise, under or in connection with this Agreement shall under no circumstances exceed the Subscription Fees paid to HapNav in relation to the relevant Authorised User's User Subscription.
- 13.4 The Authorised User and HapNav each acknowledge and agree that the limitations of liability provisions of clause 13 reflect a mutually informed and voluntary allocation between them of the risk associated with the Authorised User's use of the Service. In the absence of these provisions, HapNav would not have made the Service available for the fees charged.
14. Termination
- 14.1 Either party may terminate this Agreement, effective only upon the expiration of the then-current term, by notifying the other party in writing at least 30 days prior to the date of the expiration of the then-current Subscription Term.
- 14.2 HapNav, in its sole discretion, may suspend or terminate the Authorised User's access to the Service, or terminate this Agreement, upon any breach of this Agreement (including unauthorised use of Content or the Service) or the occurrence of any circumstances which HapNav reasonably believes have resulted or will result in the Authorised User becoming insolvent or bankrupt or otherwise ceasing to trade.
- Termination Consequences
- 14.3 On termination of this agreement for any reason:
- 14.3.1 all rights granted under this Agreement including without limitation all licenses granted under this Agreement to an Authorised User shall immediately terminate;
 - 14.3.2 each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;
 - 14.3.3 HapNav may destroy or otherwise dispose of any of the Authorised User Content in its possession unless HapNav receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Authorised User of the then most recent back-up of the Authorised User Content. HapNav shall use reasonable commercial endeavours to deliver the back-up to the Authorised User within 30 days of its receipt of such a written request, provided that

the Authorised User has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Authorised User shall pay all reasonable expenses incurred by HapNav in returning or disposing of the Authorised User Content; and

14.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Internet Delays and Force Majeure

15.1 Authorised User acknowledges and agrees that the Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Subject to clause 13, HapNav shall not be liable for any loss, liability or damage arising as a result of any failure, delay, limitation, delivery failure, inaccuracy or other fault in the operation of the internet and/or electronic communications not controlled by HapNav.

15.2 Neither party shall be in default for failing to perform any obligation hereunder if such failure is caused solely by supervening conditions beyond the parties' respective control, including without limitation acts of God, civil commotion, strikes, terrorism, failure of third party networking equipment, failure of the public Internet, power outages, strikes and/or labour disputes, pandemic, epidemic or governmental demands or restrictions.

16. Local Laws and Export Control

16.1 The Service uses software and technology that may be subject to United States and United Kingdom export controls. No software may be downloaded from the Service and the Service may not be otherwise used, exported or re-exported by an Authorised User in violation of the applicable export laws.

16.2 HapNav and its licensors make no representation that the Service is appropriate or available for use in locations other than the United Kingdom. If any Authorised User uses the Service from outside the United Kingdom, the Authorised User is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion or use of the Content contrary to the laws of the United Kingdom is prohibited.

17. Notice

17.1 HapNav may give notice by means of a general notice on the Service via electronic mail to Authorised User's e-mail address on record in HapNav's account information, or by written communication sent by first class mail or pre-paid post to Authorised User's address on record in HapNav's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

17.2 Authorised User may give notice to HapNav by emailing HapNav at info@hapnav.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after emailing.

18. Modification

- 18.1 HapNav reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement and/or the applicable policy on the Service. The Authorised User is responsible for regularly reviewing this Agreement and checking for updates to this Agreement and HapNav's policies and the Authorised User's continued use of the Service after any such changes shall constitute the Authorised User's consent to such changes and agreement to be bound.
- 18.2 Notwithstanding clause 18.1, any change that proposes an increase in the Subscription Fee (outside of HapNav's right to increase the Subscription Fees in accordance with clause 5.7) shall only be effective where expressly agreed by the Authorised User clicking to accept the modification and providing its payment details in relation thereto.

19. Assignment

- 19.1 The Authorised User shall not, without the prior written consent of HapNav, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 19.2 HapNav may at any time assign, transfer, charge, novate, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20. No Partnership

- 20.1 No joint venture, partnership, employment, or agency relationship exists between Authorised User and HapNav as a result of this Agreement or use of the Service.

21. Rights and Remedies

- 21.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. Waiver

- 22.1 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 other 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.

23. Rights of Third Parties

- 23.1 Save that an affiliate of HapNav shall have the benefit of and the right to enforce all provisions in this Agreement which are for the benefit of and enforceable by HapNav, 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.

24. Entire Agreement

- 24.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 24.2 No text or information set forth on any other purchase order, pre-printed form or document shall add to or vary the terms and conditions of this Agreement.
- 24.3 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 this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

25. Severance

- 25.1 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

26. Law and Jurisdiction

- 26.1 This Agreement shall be governed by laws of England and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of England.
- 26.2 Notwithstanding clause 26.1, the Authorised User acknowledges and agrees that HapNav may bring proceedings in the courts of any other state or country which have jurisdiction, for the purpose of seeking an injunction, order or other non-monetary relief; and/or to otherwise preserve and/or enforce its rights.