*These terms and conditions, together with any documents referred to herein (the "**Terms**") between DueDil Limited (registered number: 06999618) a company whose registered office is at 10 Queen Street Place, London EC4R 1AG ("**DueDil**") and the customer identified on a relevant order form (the "**Customer**") submitted by the Customer and accepted by DueDil (the "**Order Form**") are effective from the date indicated on the Order Form.*

1. Overview

1.1. DueDil has developed services, including data and software services (the "**Services**") which include, without limitation: (a) the DueDil Application Programming Interface at: duedil.com/solutions/api, user interface and documentation as well as any programming fixes, modifications, enhancements, improvements, updates, additions, derivative works and related material ("**API**"); (b) the DueDil Web Application at: app.duedil.com, user interface and documentation as well as any programming fixes, modifications, enhancements, improvements, updates, additions, derivative works and related material (the **"Web Application**"); (c) data, that includes without limitation data provided by third parties (each, a "**DueDil Data Supplier**"), which is made available via the API or Web Application (the "**Data**"); and (d) where specified in the relevant Order Form, the ability for a Customer to download PDF or CSV images available via the API or Web Application (the "**Documents**").

1.2. DueDil's Customer support and Service maintenance details are included in the Service Level Agreement **("SLA"**) provided with the relevant Order Form.

1.3. DueDil's privacy policy, which is updated from time to time, a copy of which can be found at https://www.duedil.com/privacy (the "**Privacy Policy**"), sets out the terms on which DueDil uses cookies and processes any personal data it collects from the Customer or that the Customer provides to DueDil.

1.4. These Terms together with the SLA, Privacy Policy and the Order Form are the "**Agreement**", and any conflict between them shall be resolved in favour of the relevant Order Form provided the intention and meaning of the relevant provision of such Order Form is clear.

1.5. By signing the Order Form you acknowledge and agree to be bound by the Agreement.

2. Licence and Intellectual Property Rights

2.1. DueDil hereby grants to the Customer, for the duration of any period as set out in the relevant Order Form (the "**Contract Term**"), a personal, non-exclusive, non-sublicensable and non-transferable right to access and use the Services as set out in the relevant Order Form for internal business use only, subject to the terms of this Agreement. All rights not expressly granted to the Customer under this Agreement are reserved by DueDil (and/or its licensors).

2.2. The Customer agrees that all personnel who will use the Services will be its employees, temporary employees or individual contractors whose access must be for the sole benefit of the Customer and in compliance with this Agreement (including in compliance with any specific terms and conditions as set out in the relevant Order Form). The Customer is responsible for such representatives' compliance with this Agreement. The number of personnel whom the Customer may permit to use the Services is set out in the relevant Order Form. The Customer undertakes to DueDil that it will: (i) not attempt to circumvent any of the security features of the Services; (ii) unless specifically permitted in the relevant Order Form, ensure that there is no multiple use of logins i.e. each user code/user name must be assigned to a single individual and used by that individual only to access the Services; and (iii) not enable or allow others to access the Services using any user codes or user names provided to it. The Customer shall notify DueDil immediately of any unauthorized use of any passwords, user codes or user names or any other known or suspected breach of security.

2.3. The Customer shall be responsible for installing any software and/or hardware required to use the Services.

2.4. The Customer agrees that the Services (and all related trademarks and service marks (whether registered or unregistered)) are the sole property of DueDil and the Data is the sole property of DueDil or, where appropriate, its licensor and that it will not (without express written consent from DueDil): (i) create derivative works based on the Services except to the extent such derivative works are an essential technical function of the Customer's use of the Services; (ii) reproduce the Services, sell or assign, license or disclose or otherwise transfer or make available the Services in any form to any third party; (iii) remove or alter any proprietary notices or marks on the Services; or (iv) copy, modify, reuse, disassemble, decompile, reverse compile, reverse engineer, frame, mirror or otherwise translate the Services or any portion thereof except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

2.5. The Customer shall not under any circumstances: (i) use information from the Services to build a database for use as a substitute for the Services; (ii) use information from the Services to build a database for resale or for access by a third party in competition with DueDil and/or the Services; (iii) authorise or, by failure to exercise commercially reasonable efforts to protect information from the Services in its possession, permit such information to be made available in any way to a third party for resale in competition with DueDil; or (iv) provide access to or information from the Services to a third party for resale in competition with DueDil or to a third party that plans to resell to a further third party access to the Services or information obtained from the Services.

2.6. DueDil (or its relevant licensors) shall own all right, title and interest, including but not limited to all intellectual property rights, in and to the Services. The Agreement is not a sale agreement and does not convey to the Customer any rights of ownership in or related to the Services. DueDil reserves the right to, at any time without prior notice, make modifications to the design, operational methods, specifications, systems, and other functions of the Services.

2.7. The Customer shall have sole responsibility for and hereby warrants to DueDil the accuracy, quality, integrity, legality, non-infringement of any third party intellectual property rights, reliability and appropriateness of all data which is uploaded to or entered into the Services by the Customer or on its behalf (the "**User Content**") and DueDil shall have no liability whatsoever for such User Content. For the avoidance of doubt, the Customer shall be responsible for obtaining and maintaining all licences required for the use of the User Content within the Services, including payment of all associated licence fees and other costs and the Customer shall ensure that such User Content complies with generally accepted content standards.

2.8. Save as specified in the Agreement, all intellectual property rights in the User Content will remain vested in the Customer (or its relevant licensors). The Customer hereby grants to DueDil a perpetual, royalty free, non-exclusive, non-transferable licence to use, store, modify and copy the User Content in order to perform the Agreement. The Customer hereby warrants to DueDil that it has the full requisite power and authority to grant DueDil such usage rights in the User Content and that there are no additional consents or approvals required for granting such usage rights.

3. Customer Quota

3.1. The Order Form specifies the Customer's allocated quota of Documents or calls to the API (the "**Customer Quota**").

3.2. Each Document or call within the Customer Quota shall be deemed non-exchangeable and non refundable.

3.3. Upon the expiration of the Contract Term, any unused Customer Quota will lapse.

4. Warranties

4.1. Each of DueDil and the Customer warrants to the other that: (i) it possesses the legal right and ability to enter into the Agreement; and (ii) neither the performance of its obligations under this Agreement nor the use of the Services will violate any applicable laws, rules or regulations in the United Kingdom and, in the case of the Customer only, any jurisdiction other than the United Kingdom where it accesses the Services, or cause a breach of any agreements it has with any third parties

4.2. The Customer warrants and undertakes to DueDil that: (i) it is entering into this Agreement for business purposes only, i.e. it is not

contracting as a ‘consumer’; (ii) it will at all times supply truthful and accurate information to DueDil and will not misrepresent itself to the public through its use of the Services; and (iii) it shall use the Services only for lawful purposes and in accordance with the Agreement.

4.3. In the event of any breach of any of the foregoing warranties and undertakings of the Customer, in addition to any other remedies available at law or in equity, DueDil has the right, immediately on prior written notice, to suspend or terminate this Agreement and/or the Customer’s use of the Services.

4.4. The Customer shall not: (i) attempt to circumvent any security measures or technical limitations of the Services; (ii) mis-use the Services in a way which harms the interests of DueDil, any of DueDil's affiliates, the Services or other customers of DueDil (including, without limitation, by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or by attacking the Web Application via a denial-of-service attack or a distributed denial-of-serve attack); (iii) forge headers or otherwise manipulate identifiers (including without limitation URLs) in order to disguise the origin of any Data transmitted through the Web Application; (iv) create an application that may be used to violate the Agreement or other site policy; and/or (v) adversely affect DueDil or DueDil's name, reputation, image or goodwill in connection with the Customer's use of the Services.

5. Maintenance and Support

5.1. DueDil shall use reasonable efforts to ensure that maintenance of the Services, which may require interruption of the Customer’s access to the Services, or any material part of it ("**Maintenance Events**"), shall not be performed during “**Normal Business Hours**" (9.00 am to 6.00 pm local UK time, Monday to Friday, excluding public holidays) provided that DueDil may interrupt access to the Services at any time to perform essential emergency maintenance. DueDil will endeavour to give at least seven days’ notice of any scheduled maintenance to be carried out during Normal Business Hours. The SLA provides more information on maintenance of the Services and Customer support.

5.2. Maintenance includes all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features described in the Order Form.

5.3. DueDil shall maintain and update the Services. Should the Customer determine that the Services include a defect, the Customer may at any time contact DueDil in accordance with the details provided in the SLA. During maintenance periods, DueDil may, at its discretion, upgrade versions, install error corrections and apply patches to the Services or any part of it. DueDil shall use all reasonable endeavours to avoid unscheduled downtime for maintenance.

5.4. The Customer shall have sole responsibility for providing support in connection with equipment, data integration tools and processes operated, developed or maintained by the Customer, including without limitation those used to:
5.4.1. access the Services via the internet; and
5.4.2. connect the Services to the Customer’s other software and databases.

5.5. The Customer acknowledges that the Services may include software, data and information provided to DueDil by third parties, and therefore the correction of errors and resolution of defects and other problems may require third party action and not be entirely within DueDil’s control.

6. Nature of Services and Warranty Disclaimer

6.1. The content accessed through use of the Services is provided for general information only and is not intended to be used as the sole basis for any business decision. It is not intended to amount to advice (of any nature) on which the Customer should rely. The Customer must obtain professional or speciality advice before taking or refraining from any action made based on the result of content accessed through use of the Services.

6.2. To the maximum extent permitted by law, DueDil expressly disclaims all warranties and representations with respect to the

Services not expressly set forth in this Agreement, whether express, implied, statutory or otherwise, including without limitation, any implied warranty of fitness for a particular purpose, accuracy or completeness of responses or results from use of the Services, that the Services will meet specific requirements, will be available or uninterrupted, secure or free of software errors. The Customer acknowledges and agrees that the Services are provided on an "as is" basis and, to the maximum extent permitted by law, without any warranty of any kind and that the entire risk as to the quality and performance of the Services shall be borne by the Customer.

6.3. DueDil does not and cannot control the flow of information to or from DueDil's network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt the Customer's connection to the internet (or portions thereof). DueDil cannot guarantee such events will not occur. Accordingly, to the maximum extent permitted by law, DueDil disclaims any and all liability resulting from or related to such events.

6.4. DueDil will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material due to the Customer's use of the Services or to the Customer's downloading of any content from the Services, or on any website linked to the DueDil Services, except where (and to the extent that) the matter causing the loss or damage is due to DueDil's gross negligence or wilful default. For the purposes of this Clause 6.4 "gross negligence" means any act or failure to act committed by DueDil which, in addition to constituting negligence, is such a wanton and/ or reckless conduct or omission that it constitutes utter disregard for harmful, foreseeable and avoidable consequences but shall not include an error of judgement or mistake made in good faith, and "wilful misconduct" means a deliberate act or omission of DueDil that deviates from a reasonable course of action or from any provision of the agreement that is done or omitted to be done with knowledge of or conscious indifference or intent to the harmful, avoidable and reasonably foreseeable consequences.

6.5. DueDil makes reasonable commercial efforts to ensure content accessible through the Services is up to date and accurate. However, because DueDil obtains content from a number of different sources (including information provided by the Customer) DueDil does not endorse, support, represent, warrant or guarantee the completeness, truthfulness, accuracy, or reliability of any content accessed or accessible using the Services. If the Customer does become aware of any inaccurate or incorrect content accessed or accessible using the Services (in particular pertaining to the Customer) the Customer should inform DueDil by email to success@duedil.com and DueDil will use its reasonable endeavours to investigate such concern and, where appropriate and possible, correct inaccurate data. Content relating to credit scores, in particular, is provided and generated by a third party source. Should the Customer have any concerns about inaccurate or incorrect content in this regard the Customer should contact DueDil at success@duedil.com and DueDil will use its reasonable endeavours to pass such concern onto the appropriate third party provider. The Customer understands that by using the Services, it may be exposed to content that might be inaccurate or deceptive. Under no circumstances (save as required by law) will DueDil be liable in any way for any content accessed, or any loss or damage of any kind incurred as a result of the accessing by the Customer of the Services.

6.6. DueDil assumes no responsibility for the content of websites linked on the Services. Such links should not be interpreted as endorsement by DueDil of those linked websites will not be liable for any loss or damage that may arise from the Customer's use of them.

7. Payments and Invoicing

7.1. The Customer shall pay for use of the Services in accordance with the fees, charges and billing terms set out in the Order Form (the "Fees"). Fees quoted are exclusive of, and the Customer shall pay, VAT applied to the Fees, at the appropriate rate. Payment shall be made in full within thirty (30) days of the date of an invoice and to the account designated by DueDil. If payment is not made within that time, DueDil may charge interest at the rate of one point five (1.5) per cent per month, and will consider suspending and may suspend access to the Services until payment is received.

7.2. At the end date specified on the Order Form and upon commencement of any renewal period thereafter, DueDil may increase the Fees by up to 2% above the 12 month increase in the Retail Price Index published by the Office for National Statistics. If you do not agree with the increase, you may terminate this Agreement by providing a minimum of 30 days' notice, such notice not to expire until the end of the then current Contract Term.

8. Confidentiality

8.1. Neither DueDil nor the Customer shall, even after the expiration of the Agreement use or disclose to any third parties any Confidential Information which such party has received from the other. "**Confidential Information**" shall mean any information, technical, commercial or of any other kind, whether written, oral or in electronic form, except such information which is publicly known or which has come to the public knowledge in any other way than through breach of this secrecy undertaking, or has been: (i) independently developed without access to such party's Confidential Information; (ii) rightfully received from a third party; or (iii) required to be disclosed by law or by a governmental authority.

8.2. DueDil shall be entitled to refer to the Customer's use of the Services in press releases, other public announcements, advertising and other communications aimed at third parties (including email and webpages).

8.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

9. Third Party Claims

9.1. In the event that the Customer is notified by a third party that such party claims rights in the Services or that use of the Services infringes the rights of such third party, the Customer agrees to: (i) notify DueDil as soon as reasonably possible; and (ii) at DueDil's request, immediately cease to use any element of the Services that allegedly infringes third party rights.

10. Liability

10.1. In no event shall:

10.1.1. either party's aggregate liability under this Agreement exceed an amount equal to twelve months' Fees, save that the foregoing limitation shall not apply to any liability of the Customer arising under this Agreement in connection with: (i) any obligations to pay money; and (ii) the access and/ or use of the Services, Data or Documents otherwise than as expressly permitted by this Agreement; or 10.1.2. either party be liable under the Agreement for any indirect, special, incidental or consequential damage, or any damages for loss of profits or revenue by the other, any business interruption, any loss of anticipated savings, any loss of goodwill, opportunity or reputation, whether based in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable.

10.2. Without limitation of any other provision of the Agreement, no DueDil Data Supplier shall be liable to the Customer for any losses, damages, liabilities, claims, costs, actions and/ or expenses suffered or incurred by the Customer as a result of the use of Data by or provision of Data to the Customer.

10.3. Nothing in this Agreement shall be construed as excluding or limiting any person's liability for: (i) death or personal injury caused by negligence; (ii) fraud; or (iii) any other liability which cannot be excluded or limited under applicable law.

11. Termination

11.1. Either party shall be entitled to terminate the Agreement with immediate effect by serving written notice on the other party in the following circumstances: (i) if the other party commits a material breach of any of its obligations under the Agreement which is not capable of remedy; (ii) if the other party commits a material breach of any of its obligations under the Agreement which is not remedied within twenty-eight (28) days after receipt of a notice from the party not in breach specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination; (iii) if the other party has passed a resolution for its winding up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for a voluntary winding-up for the purpose of a voluntary reconstruction or amalgamation), is the subject

of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person, or is the subject of a notice to strike off the register at Companies House, or is dissolved or declared bankrupt, or has a receiver, administrator or administrative receiver appointed over all or part of its assets, or enters into an arrangement with its creditors, or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, or ceases to trade or takes or suffers any similar action; and/or (iv) (in the case of termination by DueDil only) if DueDil lose the right to distribute any Data or third party software as contemplated by the Agreement.

11.2. Termination of the Agreement (or of any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination (including, without limitation, payment obligations) or which are expressly stated to continue to have effect beyond termination.

11.3. Upon termination of the Agreement, the Customer's access to the Services will cease.

12. General

12.1. The Agreement represents the entire agreement between DueDil and the Customer relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the parties as well as applicable non-mandatory local laws and international regulations.

12.2. DueDil reserves the right to modify the terms and conditions of the Agreement at any time to the extent that such changes are required as a result of change to applicable laws or regulations. DueDil shall use all reasonable efforts to provide the Customer with reasonable prior written notice of any such modifications. In the event of any such modification of this Agreement by DueDil, the Customer shall have the right, within 10 days after the date of receipt of written notice of the changes or the effective date of the modifications (whichever is later), to terminate this Agreement upon written notice to DueDil. Continued use of the Services after any such notice period shall constitute acceptance by the Customer of these changes.

12.3. Except for any payments due hereunder, neither party shall be responsible or liable for any failure to perform its obligations due to causes beyond its reasonable control, including but not limited to acts of God, war, riots, terrorist acts, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, labour conflicts, failure of any communications services for the duration of any such circumstances or cause.

12.4. Neither party may assign, charge, transfer or deal in any other manner with the Agreement in whole or in part without the prior written consent of the other party save that DueDil shall be entitled to sub-contract any or all of its obligations under the Agreement to a sub-contractor but by doing so it shall be responsible for the acts and omissions of the sub-contractor to the same extent as if it had carried out the obligations itself pursuant to the Agreement.

12.5. If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision and the validity of the other provisions of the Agreement shall not be affected thereby.

12.6. Nothing in the Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to the Agreement save that a DueDil Data Supplier may enforce a term of this Agreement where it is an intended beneficiary.

12.7. Nothing in the Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

12.8. If either party fails to exercise a right or remedy that it has or which arises in relation to the Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident

12.9. A waiver of any breach or provision of the Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of the Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of the Agreement.

12.10. It is a condition of the Agreement that neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement (other than fraudulent misrepresentations) made by it or by any agent or person on its behalf which is not expressly contained in the Agreement.

12.11. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).
12.12. In the Agreement: (i) any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time; (ii) the singular includes the plural and vice versa; (iii) the headings are for ease of reference only and shall not affect the construction or interpretation of the Agreement; and (iv) wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.