

DENOVO STANDARD TERMS AND CONDITIONS

Agreed terms

1. Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

Authorised Users: those employees and independent contractors of the Customer who are entitled to use the Software through the Hosting Services under this agreement, as further described in clause

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Commencement Date: as set out in the Order Form.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.

Configuration Services: any configuration and related support provided by the Supplier pursuant to clause 2.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer: as set out in the Order Form.

Customer Data: the data inputted into the information fields of the Software by the Customer, by Authorised Users, or by the Supplier on the Customer's behalf.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Fees: the fees payable to the Supplier, as described in Clause 7 and the Order Form.

Hosting Services: the services that the Supplier provides to host the Software within a hosting facility managed by the Supplier.

Initial Term: as set out in the Order Form or where nothing is stated in the Order Form then the Initial Term shall be 12 months.

Order Form: the order form executed by the Customer setting out the details of Software, Services and Fees applicable to the Customer.

Services: the Configuration Services, Hosting Services and/or Support as applicable, given the context in which the term **Services** is used.

Site: each separate site or unit from which the Customer trades.

Software: the Supplier's proprietary software in machine-readable object code form only, including any error corrections, updates, upgrades, modifications and enhancements to it provided to the Customer under this agreement as set out in the Order form.

Software Specification: the description of the functionality of the Software set out the Order, if applicable.

Supplier: Denovo Tech Limited incorporated and registered in England and Wales with company number 12630802 whose registered office is at Midway House Herrick Way, Staverton, Cheltenham, England, GL51 6TQ.

Support: The Supplier's support service as described in the Order Form.

Transaction: any completed order (irrespective of value) from a consumer to the Customer using the secure payment gateway connected to the Software.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 A reference to **writing** or **written** includes e-mail but not fax.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Configuration

- 2.1 On signature or execution of this Agreement, the Supplier will provide the Customer with:
 - (a) login details to enable the Customer to access the Software;
 - (b) instruction manual to assist the Customer to configure the Software to the Customer's requirements; and
 - (c) reasonable support to enable the Customer to configure of the Software to reflect the Customer's requirements.
- 2.2 The parties agree that:
 - (a) the Customer shall be responsible for configuring the Software (including accurately inputting all details relating the Customer's menu, drinks, prices and allergen information) to reflect the Customer's requirements;

- (b) the Supplier will not be liable in any way if the Customer's configuration of the Software (or any inputted data) is inaccurate, incomplete or erroneous in any way;
- (c) the Supplier shall be entitled to make a reasonable additional charge if the Customer makes excessive requests for support in respect of the configuration or implementation of the Software.

3. Hosting Services, Maintenance and Support

3.1 The Supplier shall:

3.2 perform the Hosting Services and Maintenance and Support services with reasonable care and skill;

3.3 use all reasonable endeavours to keep the Software available to the Customer at all times subject to planned outages.

3.4 In relation to the Software:

- (a) the Supplier hereby grants to the Customer on and subject to the terms and conditions of this agreement a non-exclusive, non-transferable licence to allow Authorised Users to access the Software through the Hosting Services and to use the Software solely for the Customer's business purposes;
- (b) the Customer shall not store, distribute, introduce or transmit through the Hosting Services:
 - (i) any Virus,
 - (ii) any Vulnerability; or
 - (iii) any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
- (c) the Customer shall not:
 - (i) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - (iii) access all or any part of the Software or Hosting Services in order to build a product or service which competes with the Software and/or the Services
 - (iv) use the Software or Hosting Services to provide services to third parties; or
 - (v) subject to clause 18.1, transfer, temporarily or permanently, any of its rights under this agreement, or
 - (vi) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 3; and
- (d) the Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify the Supplier promptly of any such unauthorised access or use.

3.5 In relation to Authorised Users:

- (a) the Customer's access to the Hosting Services shall be limited to Authorised Users only, being employees or independent contractors of the Customer;

- (b) the Customer shall ensure that each Authorised User keeps a secure password for their use of the Software and that each Authorised User keeps their password confidential.

4. Customer Data

- 4.1 The Customer shall own all rights, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data.
- 4.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 4.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor. Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 4.4 Without prejudice to the generality of clause 4.3, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
- 4.5 Without prejudice to the generality of clause 4.3, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
 - (a) process that personal data only on the documented written instructions of the Customer save where the Supplier is required otherwise by the law.
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) not transfer any personal data outside of the European Economic Area and the United Kingdom unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.
 - (d) assist the Customer, at the Customer's cost, in responding to any 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;

- (e) notify the Customer without undue delay on becoming aware of a personal data breach;
- (f) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by law to store the personal data.

4.6 The Customer consents to the Supplier appointing the entities listed in schedule 1 as third-party processors of personal data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processors into a written agreement which reflects the requirements of the Data Protection Legislation.

5. Supplier's obligations

5.1 The Supplier warrant that the Software will perform substantially in accordance with the Software Specification.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to the Supplier's instructions or modification or alteration of the Software by any party other than the Supplier or the Supplier's duly authorised contractors or agents.

5.3 If the Software does not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, Supplier does not warrant that the Software and Services will be free from Vulnerabilities or that the Customer's use of the Software and the Services will be uninterrupted or error-free.

5.4 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this agreement.

6. Customer's obligations

The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier;in order to render the Services, including but not limited to Customer Data, security access information and software interfaces to the Customer's other business applications;
- (b) be responsible for correctly inputting all information regarding the pricing of its products, allergen information into the Software and ensuring that such is displayed in accordance with any relevant legislation from time to time in force;
- (c) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement; and
- (d) carry out all other Customer responsibilities set out in this agreement or in any of the Schedules in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any timetable or delivery Schedule set out in this agreement as reasonably necessary.

7. Charges and payment

- 7.1 In consideration for the provision of the Software and Services and subject to clause 7.5, the Customer shall pay to the Supplier:
- (a) a monthly licence fee per Site as set out in the Order Form, payable in advance with the first payment due on the Commencement Date.
 - (b) fee per Transaction as set out in the Order Form, payable in arrears.
- 7.2 All amounts and fees stated or referred to in this agreement are exclusive of value added tax unless stated otherwise, which shall be added to the Supplier's invoice(s) at the appropriate rate and paid by the Customer.
- 7.3 The Supplier shall invoice the Customer monthly as of the first day of each month for all amounts due under clauses 7.1 and 7.1(b) above. Each invoice is due and payable on the invoice date.
- 7.4 The provision of the Services is conditional on the Customer setting up and maintaining a direct debit arrangement for payment of the charges due under this Agreement.
- 7.5 If the Supplier has not received payment within five days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- (a) the Supplier shall be under no obligation to provide any or all of the Services and may suspend access to the Software and/or provision of the Services on notice to the Customer while any invoice(s) remains unpaid; and
 - (b) 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 the Bank of England from time to time (but at 3% a year for any period when that base rate is below 0%), commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.6 The Supplier may adjust the Fees with effect from 1 January (or such other date as the Supplier notifies to the Customer in writing) of each year to reflect increases in the Average Weekly Earnings Index (as published by the Office for National Statistics or any replacement index) during the previous year.

8. Proprietary rights

- 8.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Software and the Services.
- 8.2 Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related documentation.
- 8.3 The Supplier confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

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. A party's Confidential Information shall not include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party; or
 - (b) was in the other party's lawful possession before the disclosure; or
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 9.2 Subject to clause 9.4, 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 implementation of this agreement.
- 9.3 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.
- 9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.5 The Customer acknowledges that the Software constitutes the Supplier's Confidential Information.
- 9.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 9.7 The above provisions of this clause 9 shall survive termination of this agreement, however arising.

10. Indemnity

- 10.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software or Services, provided that:
 - (a) the Customer is given prompt notice of any such claim;
 - (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) the Customer is given sole authority to defend or settle the claim.
- 10.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the use of Software by the Customer in accordance with this Agreement infringes any United Kingdom patent effective as of the Commencement Date, copyright, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in final or unappealed judgment or settlement of such claims, provided that:
 - (a) the Supplier is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - (c) the Supplier is given sole authority to defend or settle the claim.
- 10.3 In the defence or settlement of the claim, the Supplier may obtain for the Customer the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this agreement without liability to the Customer. The Supplier shall have no liability if the alleged infringement is based on:
 - (a) a modification of the Software by anyone other than the Supplier; or
 - (b) the Customer's use of the Software in a manner contrary to the instructions given to the Customer by the Supplier; or

- (c) the Customer's use of the Software after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

10.4 The foregoing and clause 10.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

11. Limitation of liability

11.1 This Clause 11 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this agreement;
- (b) in respect of any use made by the Customer of the Services, the Software, or any part of them; and
- (c) in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

11.2 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Software and the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

11.3 Nothing in this agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

11.4 Subject to Clauses 11.3:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this agreement; and
- (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the Fees paid during the 12 months preceding the date on which the claim arose.

12. Term and Termination

12.1 This agreement shall commence on the Commencement Date and shall continue for the Initial Term and shall automatically extend for further periods of 12 months (Extended Term) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

- 12.2 Without affecting any other right or remedy available to it, either party may terminate this agreement at any time with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.3 On termination of this agreement for any reason:
- (a) all licences granted under this agreement shall immediately terminate;
 - (b) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
 - (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request, for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer 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 Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
 - (d) 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.

13. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, pandemic or outbreak of infectious disease including COVID-19, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

14. Waiver

- 14.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 14.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

15. Rights and remedies

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.

16. Severance

- 16.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 16.2 If any provision or part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Entire agreement

- 17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18. Assignment

- 18.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.2 The Supplier may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement.

19. No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. Third party rights

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

22. Notices

- 22.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by email to such address as the other parties may specify from time to time.
- 22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received upon delivery of a receipt that such email has been read or received.

23. Governing Law

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

24. Jurisdiction

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Processing, Personal Data, Data Subjects and Data Sub-Processors

1. Processing by the Supplier

- 1.1 Scope and purpose of processing – processing limited to that necessary to providing the Hosting Services.
- 1.2 Duration of the processing – for the duration of this Agreement, and such period thereafter to allow the data to be returned to the Customer or deleted in accordance with this Agreement.
- 1.3 Types of personal data – such data as is inputted onto the Software by the Customer or its end customers.
- 1.4 Categories of data subject – end customers of the Customer.
- 1.5 Sub-Processors:
 - (a) Cardstream Limited (Company Number: 03864244)
 - (i) Cardstream is an independent provider of payment solutions, giving access to all payment modes including credit card, debit card, wallets, alternative payment methods – all from a single platform and open API.