

Benifex General Terms

(v.1.2 – 02.01.2026)

These General Terms along with any applicable Additional Terms (see section 3 below) (collectively, the **Terms**) govern use of and access by all Users to our software and services (the **Services**), including without limitation, mobile and desktop applications, all related documentation and content (the **Software**).

1. Your Agreement with Benifex

1.1 The Customer shall place all Orders for the Software and Services via the Order Form. Collectively, the Order Form, General Terms and any applicable Additional Terms shall form the parties' agreement (the **Agreement**). Capitalised terms are defined in context or in section 21.

2. Jurisdiction and Contracting Entity

2.1 The Customer's Order Form shall confirm which corporate entity within the Benifex Group is a party to the Agreement. If the Customer's Order Form is entered into with Affinity Financial Network Limited T/A Benifex, an Irish company, the terms of the Agreement shall be governed, construed, and interpreted in accordance with the laws of Ireland, unless pre-empted by local law. All Order Forms entered into with any other corporate entity residing within the Benifex Group shall be governed, construed, and interpreted in accordance with the laws of England and Wales, unless pre-empted by local law.

3. Additional Terms for the Modules

3.1 Our Services and Software are licensed, not sold, to you on a subscription basis and may be subject to one or more of the Additional Terms below. Only the Additional Terms which relate to the Modules included in a relevant Order Form shall be incorporated into the Agreement. The Additional Terms are subject to change as described in section 4.

- Reward & Recognition Additional Terms accessible on the Benifex Legal Suite.

4. Updates to Terms

4.1 Benifex reserves the right to make updates to the Terms from time to time. If we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. Any such changes will not apply to any dispute between you and Benifex arising prior to the date on which we posted the revised Terms incorporating such changes, or when the Terms otherwise become effective. You should look at the Terms regularly.

4.2 If the Customer has any concerns regarding the updates made to the Terms, the Customer can write to Benifex (Legalteam@benifex.com), within 30 days of the date that the updated Terms were uploaded to the website, with a request that such updated Terms shall not apply to the Customer's Order Form. If Benifex does not receive any communication from the Customer within the 30-day period, the Customer's continued use of the Services and Software after such update shall be deemed to constitute acceptance of the updated Terms.

4.3 The Unfair Contract Terms Act 1977 prevents Benifex from making unreasonable updates to these Terms and as such any updates Benifex does make to these Terms shall not materially diminish the Customer's existing rights and remedies available under the Terms.

5. **Data Protection and Privacy**

5.1 The parties shall comply with the terms of the Data Processing Agreement . For information about how we collect, use, share, or otherwise process the Customer Data to provide our Services and Software, please see our Customer Privacy Notice.

6. **Use of Software and Services**

6.1 **Licence.** Subject to the User's compliance with the Terms, Benifex hereby grants to the Customer a non-exclusive, limited, non-sublicensable, non-transferrable, revocable right for the Users to access and use the Services and Software that we make available, and that the Customer licenses from us. The Customer agrees that their decision to use, access, or license the Services and Software is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Benifex regarding future functionality or features.

6.2 **Users.** The Customer is responsible for day-to-day management of the User accounts and for Users' compliance with the Terms. The Customer will ensure that Users keep their login credentials confidential and will promptly notify Benifex upon learning of any compromise of User accounts or credentials.

6.3 **Benifex Intellectual Property.** We (and our licensors, as applicable) remain the sole owner of all right, title, and interest in the Software and Services. Except as stated in the Terms, we do not grant the Users any rights to patents, copyrights, trade secrets, trademarks, or any other intellectual property rights in respect to all items in and or related to the Services or Software. We reserve all rights not granted under the Terms.

7. **Obligations of the Parties**

7.1 **Applicable Laws.** Each party will comply with all Applicable Laws that apply to it under this Agreement.

7.2 **Benifex Obligations.** Benifex shall:

- (a) carry out all its responsibilities set out in the Agreement in accordance with Good Industry Practice;
- (b) comply with the Information Security Standards; and
- (c) without additional charges to the Customer: (i) implement patches and fixes to the Software and Services and (ii) implement new versions of the Software and Services in its absolute discretion from time to time (provided that such amendments do not entail a material diminution in performance, availability, capacity or functionality of the Software or the Services).

7.3 **Customer Obligations.** The Customer shall:

- (a) provide Benifex with all necessary information (including the Customer Data) in the specified form as may be required to provide the Software and Services; and
- (b) be responsible for retaining copies and/or backups of all information provided to Benifex under the Agreement.

7.4 **Customer Delay.** The Customer acknowledges that the prompt provision of information is required by Benifex to enable us to provide the Software and Services. If the Customer fails and delays the provision of the required information, we shall, without limiting our other rights or remedies, rely on the Customer delay to relieve us from the performance of any of our related obligations and we may adjust any previously agreed timetable or delivery schedule as reasonably necessary. Benifex shall not be liable for any losses sustained or incurred by the Customer as a result of Benifex's failure to perform or delay in the performance of its obligations due to the Customer's delay. For the avoidance of doubt, a Customer delay shall not alter any Customer payment obligations, timeframes or deadlines, in particular the obligation to receive and pay for the Services.

8. Charges and Payment

8.1 **Payment.** The Customer will pay the Charges to Benifex in full and cleared funds, as set out in the Order Form. Unless the Order Form states otherwise, all amounts are due within 30 days after the invoice date.

8.2 **Additional Subscription.** If, at the end of a Quarter, the average number of Employees in that quarter exceeds the contracted number of Employees (set out in the Order Form) (the **Additional Subscription**), we reserve the right to raise an invoice for the Additional Subscription for that Quarter.

8.3 **Interest.** If Benifex has not received payment of the Charges in accordance with section 8.1, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 2% over the then current base lending rate of HSBC from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 **Expenses.** Benifex and the Customer may agree additional costs and expenses from time to time. If such expenses are agreed, Benifex will invoice the Customer quarterly for all expenses incurred in the previous quarter.

8.5 **Taxes.** The Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign (**Taxes**), other than Benifex's income tax. Charges and expenses are exclusive of Taxes.

8.6 **Reviews.** Benifex shall, with effect from each anniversary of the Agreement Start Date (**Review Date**), increase the Charges for the forthcoming year by up to the Annual Rate.

8.7 **Disputed Charges.** If Customer disputes an invoice in good faith, it will notify Benifex within 14 days of the invoice date giving all relevant details. The parties will seek to resolve the dispute over a 15-day discussion period. Customer is not required to pay the disputed amounts during the discussion period but will timely pay all undisputed amounts. On settlement of any dispute, the Customer shall make the appropriate payment within 10

days of the settlement. If the parties are unable to resolve the dispute during the discussion period, either party may pursue any available remedies at the end of the discussion period.

9. Customer's Intellectual Property

9.1 **Content. "Content"** means any text, information, communication, or material, such as audio files, video files, electronic documents, or images, that the Customer or a User upload, import into, embed for use by, or create using the Services and Software. The Customer shall not (and shall ensure that the Users shall not) access, store, distribute or transmit any Content during its use of the Software that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially or ethnically offensive, abusive, tortious, defamatory, libellous, vulgar, lewd, invasive of another's privacy, hateful, or otherwise objectionable;
- (b) disrupts, interferes with, or inhibits any other User from using the Services and Software (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm);
- (c) facilitates illegal activity;
- (d) depicts sexually explicit images;
- (e) promotes unlawful violence;
- (f) is discriminatory based on age, race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- (g) causes damage or injury to any person or property.

We reserve the right (but do not have the obligation) to remove or restrict access to any Content which is found to be in violation of the Terms. We do not review all Content uploaded to the Services and Software, but we may use available technologies, vendors, or processes to screen for such Content that may fall within the above categories.

9.2 **Licences to Content, Customer Name and Customer Data.** Solely for the purposes of operating or improving the Services and Software, the Customer grants Benifex a non-exclusive, worldwide, royalty-free and sublicensable license to use, reproduce, display, and translate the Content, Customer Name and Customer Data.

9.3 **Ownership.** As between the Customer and Benifex, the Customer retain all rights to and ownership of the Customer's Content, Customer Name and Customer Data. Benifex does not claim any ownership rights to the Customer's Content, Customer Name or Customer Data.

10. User Conduct

10.1 The Users must use the Software and Services responsibly and not misuse the Software and Services. The Users must not:

- (a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, sublicense, resell all or any portion of the Software or Services in any form or media;

- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services;
- (c) sell, rent, lease, transfer, assign, offer, use, or permit the use of or access to the Software and Services to any third party (other than members of the Customer's Group and the Employees as permitted by the Terms);
- (d) use the Software and Services to develop a product that competes with the Software and/or Services;
- (e) access or attempt to access the Services and Software by any means other than the interface we provide or authorise;
- (f) circumvent any access or use restrictions put into place to prevent certain uses of the Services and Software;
- (g) attempt to disable, impair, or destroy the Services and Software;
- (h) upload, transmit, store, or make available any Content, or code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Services and Software;
- (i) place an advertisement of any products or services in the Services except with our prior written approval;
- (j) use any data mining or similar data gathering and extraction methods in connection with the Services and Software, including data scraping for machine learning or other purposes; and
- (k) artificially manipulate or disrupt the Services and Software.

11. Suspension

11.1 **Suspension of Software and Services.** Benifex may suspend the Customer's access to the Software and Services due to a Suspension Event, but where practicable will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Benifex is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Applicable Law. Once the Suspension Event is resolved to the satisfaction of Benifex (acting reasonably), Benifex will promptly restore Customer's access to the Software and Services in accordance with this Agreement.

12. Term and Termination

12.1 **Term of the Agreement.** The Agreement commences on the Agreement Start Date and shall continue for the Initial Period. Upon the expiry of the Initial Period, the Agreement shall automatically renew for successive periods of 12 months (the **Renewal Period**): unless (i) the parties agree on a different renewal Order or (ii) either party terminates the Agreement in accordance with the Terms.

12.2 **Mutual Termination on Notice.** Either party may terminate this Agreement by giving, at the end of the Initial Period or subsequent Renewal Period(s), written notice to the other of not less than the Notice Period.

- 12.3 **Mutual Termination for Cause.** Either party may terminate this Agreement if the other party: (i) fails to cure a material breach of this Agreement within 30 days after receiving notice thereof, (b) ceases operation without a successor or (c) enters into an insolvency process (including, but not limited to, bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding in any jurisdiction), or if such a proceeding is instituted against that party and not dismissed within 60 days.
- 12.4 **Termination Rights – Benifex.** We may terminate the Agreement and the Users' use of the Services and Software at any time without refund of any pre-paid Charges if:
- (a) the Customer fails to make the timely payment of any of the Charges for the Services and Software in accordance with section 8;
 - (b) continuing to provide the Software or Services to the Customer would violate any Applicable Law; and
 - (c) we elect to discontinue the Services and Software, in whole or in part if it becomes impractical for us to continue offering Services in the Users' region due to a change of law, or other reason.
- 12.5 **Termination Rights – Customer.** The Customer may terminate the Agreement with immediate effect upon providing Benifex with written notice if three or more Service Failures have occurred within a rolling period of six months. Such written notice must be received by Benifex within 20 Business Days of the last Service Failure in the relevant period.

13. Consequences of Termination

Following termination of the Agreement, the following shall occur.

- 13.1 **Unpaid Invoices.** The Customer shall immediately pay to Benifex all Benifex's outstanding unpaid invoices and interest. Benifex shall also be entitled to submit an invoice in respect of any part of the Charges yet not invoiced for the period from the date of the last invoice to the actual date of termination of the Agreement.
- 13.2 **Licence Rights.** All licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Software and Services. The Customer shall promptly return or delete all copies of any documentation or materials provided by Benifex in relation to the Software and Services.
- 13.3 **Existing Rights and Remedies.** 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.
- 13.4 **Survival.** Sections 2, 5, 8, 9, 10, 13, 16, 17, 18, 19 and 20, as well as those clauses which expressly or by implication have effect after termination, shall survive termination of the Agreement.

14. Benifex Support

- 14.1 **Customer Support.** Benifex shall provide customer support for the Software and Services as set out in the applicable Additional Terms for the Customer's selected Modules.
- 14.2 **SLA and Service Credits.** Benifex shall adhere to the Service Level Agreement (**SLA**). If there is a Service Level failure, Benifex shall use reasonable endeavours to take all remedial action and shall credit the Customer with the applicable Service Credit (as a deduction from the Customer's next invoice or as a credit note against the Customer's prior invoice). The Customer acknowledges that each Service Credit is proportionate when considering the Customer's legitimate interest to address and resolve all Service Level failures as quickly as possible. Subject to section 12.5, the Customer's sole and exclusive remedy for any non-performance or other failure by Benifex to provide the Service Levels is the provision of Service Credits in accordance with the terms of the SLA.

15. Third-Party Providers

- 15.1 **Third-Party Websites and Products.** The Customer acknowledges that the Software may enable or assist the Customer or the Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that the Customer and each User does so solely at its own risk. Benifex makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the functionality, safety, content or use of, or correspondence with, any such third-party website or third party, or any transactions completed, and any contract entered into by the Customer or User, with any such third party. Any contract entered into, and any transaction completed via any third-party website, is between the Customer or User and the relevant third party only. Benifex does not endorse or approve any third-party website or its content (including any of the third-party websites made available via the Software).

16. Warranties

- 16.1 **Mutual Warranties.** Each party warrants and represents that it has:
- (a) all legal power and authority to enter into the Agreement; and
 - (b) all necessary licences, consents, and permissions to grant the licences set out in the Agreement.
- 16.2 **Disclaimer of Warranties.** Unless stated in the Additional Terms, the Services and Software are provided 'AS-IS'. To the maximum extent permitted by law, Benifex, Benifex's Group, and third-party providers ("**Covered Parties**") disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. The Covered Parties make no commitments about the content within the Services. The Covered Parties further disclaim any warranty that (i) the Services and Software will meet the Customer's requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (ii) the results obtained from the use of the Services and Software will be effective, accurate, or reliable; (iii) the quality of the Services and Software will meet the Customer's expectations; or (iv) any errors or defects in the Services and Software will be corrected.
- 16.3 **Disclaimer of Liability.** The Covered Parties specifically disclaim all liability for:

- (a) any actions resulting from the Users' use of any Services and Software. The Users may use and access the Services and Software at their own discretion and risk, and the Customer is solely responsible for any damage to the Users computer system or loss of data that results from the use of and access to any Service and Software; and
- (b) any loss, corruption, damage, or deletion of the Customer's Content.

17. Indemnification

- 17.1 **Customer Indemnity.** Customer, at its own cost, shall defend, indemnify, and hold Benifex harmless from and against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim made against Benifex for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of the Content, Customer Name and Customer Data.
- 17.2 **Benifex Indemnity.** Benifex, at its own cost, shall defend, indemnify, and hold the Customer harmless from and against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim made against the Customer that the Customer's use of the Software and Services, when used as authorised in accordance with the Terms, actually or allegedly infringes a third party's intellectual property rights.
- 17.3 **Indemnity Claim Procedure.** The indemnifying party's obligations in this section 17 are subject to receiving from the indemnified party: (i) prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay), (ii) the exclusive right to control the claim's investigation, defence, and settlement, (iii) reasonable cooperation at the indemnifying party's expense and (iv) such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the claim. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Software and Services when Benifex is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.
- 17.4 **Mitigation.** In response to an infringement claim, Benifex may (at its own expense): (a) procure rights for Customer's continued use of the Software and Services, (b) replace or modify the allegedly infringing portion of the Software and Services to avoid infringement, without a material diminution in performance, capacity, or functionality of the Software and Services or (c) terminate the affected Order and refund to Customer any pre-paid, unused Charges for the terminated portion of the term of the Agreement.
- 17.5 **Exceptions.** Benifex's obligations in this section 17 do not apply to claims resulting from (a) modification or unauthorised use of the Software and Services, (b) use of the Software and Services in combination with items not provided or approved by Benifex, including third-party platforms or software, or (c) Benifex's Software other than the most recent release, if Benifex made available (at no additional charge) a newer release that would avoid infringement.

17.6 **Exclusive Remedy.** Section 17 sets out the Customer's sole and exclusive rights and remedies, and Benifex's (including its employees, affiliates, and sub-contractors) entire obligations and liability, for any actual or alleged infringement of any third party's intellectual property rights.

18. Limitation of Liability

18.1 **Liabilities which cannot be limited.** Nothing in the Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) losses suffered by the other arising under section 17; and
- (d) any other liability which cannot be excluded or limited by Applicable Law.

18.2 **Excluded Liability.** Neither party will have any liability arising out of or related to this Agreement for direct, indirect, special, incidental, reliance or consequential damages or damages for loss of use, loss of profits, loss or interruption to business, loss of enjoyment, loss of goodwill and reputation (and/or similar losses), loss of anticipated savings, loss of goods, and loss of contracts even if informed of their possibility in advance.

18.3 **General Liability.** Subject to sections 18.1, 18.2 and 18.4, each party's total aggregate liability arising out of or in connection with the Agreement shall not in any circumstances exceed an amount equal to the Charges (excluding any expenses) paid or payable by the Customer in the year in which the breach occurred.

18.4 **Data Protection Liability.** Subject to sections 18.1 and 18.2, neither party's total aggregate liability arising out of or in connection with breach of section 5 shall in any circumstances exceed an amount equal to two times the Charges (excluding any expenses) paid or payable by the Customer in the year in which the breaches occurred.

18.5 **Service Credits Liability.** Subject to sections 18.1 and 18.2, Benifex's total aggregate liability in respect of the Service Credits is limited to the amount set out in the SLA.

19. Confidentiality

19.1 **Use of Confidential Information.** Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any Confidential Information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by section 19.2. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

19.2 **Disclosure.** Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, representatives (and those within the receiving party's Group), contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers (and to those within the receiving party's Group), representatives,

contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information are bound to confidentiality obligations no less protective than this section 19; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3 **Required Disclosure.** Where the recipient is required to disclose the other party's Confidential Information as required by law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

19.4 **Exclusions.** These confidentiality obligations do not apply to information that the recipient can document (i) is or becomes public knowledge through no fault of the recipient, (ii) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser, (iii) it rightfully received from a third party without confidentiality restrictions, or (iv) it independently developed without using or referencing Confidential Information.

19.5 **Remedies.** Breach of this section 19 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this section, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

19.6 **Publicity.** Neither party shall make any public, press or other announcements with regard to the subject matter of this Agreement without the prior written consent (such consent not to be unreasonably withheld) of the other party, except as required by law.

20. General

20.1 **Subcontractors.** We may use subcontractors to exercise our rights and fulfil our obligations under the Agreement, but we shall remain responsible for their compliance with and for their performance under the Agreement. This section does not limit any additional terms in relation to our subprocessors set out in our DPA.

20.2 **Conflict.** If there is an inconsistency between any of the provisions in the Agreement, the following documents shall prevail in the following order (with the document listed later prevailing over those listed before): (i) the Additional Terms (if any), (ii) the Terms and (iii) the Order Form.

20.3 **Force majeure.** Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations (not including the Customer's obligation to make any payment due under the Agreement) if such delay or failure results from events, circumstances or causes beyond its reasonable control (each a "**Force Majeure Event**"). The time for performance of such obligations shall be extended accordingly. If either party is unable to perform all of its obligations under the Agreement for a continuous period of 90 days, the party not affected may terminate the Agreement by providing 30 days' written notice to the affected party.

20.4 **Assignment.** Subject to section 20.1, neither party shall assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the

Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), provided that Benifex shall be entitled, in its absolute discretion, to assign, subcontract or otherwise transfer any of its rights or obligations to any member of its Group.

20.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20.6 **Variation.** Subject to section 10, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.7 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20.8 **Severance.** 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. If any provision or part-provision of this Agreement is deemed deleted, the parties shall negotiate to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.9 **Notices.** Any notice given under or pursuant to the Agreement shall be in writing and delivered by hand or posted to the relevant party at its registered address or such other address notified in writing for this purpose to the other party. A notice is deemed served upon its deposit at the appropriate address and, in the case of notices sent by post, 48 hours after being sent by first class post. The Customer acknowledges that Benifex may serve notices to the Customer's email address notified from time to time and such notice is deemed served on confirmation of dispatch without an error message.

20.10 **Third Party Rights.** Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999, or other applicable act, to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

21. Interpretation and Definitions

21.1 The definitions and rules of interpretation in this section apply to the Agreement.

- (a) The English version of the Terms will be the version used when interpreting or construing the Terms.
- (b) Headings used in the Terms are provided for convenience only and will not be used to construe meaning or intent.

- (c) The terms “**subsidiary**” and “**holding company**” have the meanings given to them by section 1159 Companies Act 2006 or, where section 2.1 applies, the Companies Act 2014.

21.2 Definitions:

“**Additional Subscription**” means the additional subscription (if any) invoiced in accordance with section 8.2;

“**Agreement Start Date**” means the agreement start date set out in the Order Form;

“**Annual Rate**” means the latest available, as at the date of use, “RPI All Items: Percentage change over 12 months” measure published by the Office for National Statistics or, failing such publication, such other index as replaces the “RPI All Items: Percentage change over 12 months” or most closely resembles it;

“**Applicable Law**” means all laws, statutes, regulations, rules, codes of practice, and the government’s or regulatory authorities’ policies which apply to the parties in any jurisdiction in which the Software and Services are provided;

“**Benifex Legal Suite**” means the web page and documents accessible at the following link: <https://benifex.com/legal-resource-hub>;

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business (or, where section 2.1 applies, in Ireland);

“**Business Hours**” means 8.30am to 5.30pm (local UK time) on a Business Day (or, where section 2.1 applies, local Irish time);

“**Charges**” means the fees set out in the Order Form, the Additional Subscription, and the expenses;

“**Confidential Information**” means information (including Customer Data) in any form or medium whether disclosed orally or in writing before or after the date of the Agreement (together with any reproductions of such information) relating to the business affairs, finances, systems, processes, methods of operation, plans, products, developments, trade secrets, know how, Customers or suppliers of a party or any member of its Group;

“**Customer Data**” means the data and information provided to Benifex by the Customer or the Employees;

“**Customer Name**” means the name, brand, logo and trademarks of the Customer and members of its Group;

“**Data Processing Agreement**” means the data processing agreement on the Benifex Legal Suite;

“**Employees**” means those employees, agents and independent contractors of the Customer or the Customer’s Group who are authorised by the Customer to use the Software and the Services (whose names are provided to Benifex in writing by the Customer);

“**Force Majeure Event**” means the events defined in section **Error! Reference source not found.**

“**Good Industry Practice**” means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as can reasonably be expected from a skilled and experienced provider of products and services similar to the Software and Services;

“**Group**” means in relation to a company, that company’s subsidiaries and holding companies and subsidiaries of such holding companies;

“**Information Security Standards**” means the description of Benifex’s Information Security Standards (<https://benifex.com/information-security-and-business-continuity>), as amended from time to time;

“**Initial Period**” means the period set out in the Order Form;

"Module(s)" means a Software module selected by the Customer on the Order Form, as described in the applicable Service Description;

"Notice Period" means the notice period set out in the Order Form;

"Order" means the Customer's order to purchase licences to the Software and Services, as set out in the Order Form;

"Order Form" means the Customer's order form setting out the selected Modules and Services;

"Quarter" means each successive period of three months starting on the Agreement Start Date and **"Quarterly"** shall be construed accordingly;

"Service Credit" means the sums payable in connection with a Service Failure as specified in the SLA;

"Service Description" means the description of the services included in each Module, as set out in the applicable Additional Terms;

"Service Failure" means a failure by Benifex to deliver the relevant parts of the Services in accordance with the Service Levels;

"Service Level Agreement" means the SaaS service level agreement available on the Benifex Legal Suite;

"Service Levels" means the service levels set out in the SLA;

"Services" means the Modules, as selected by the Customer in the Order Form;

"SLA" means the service level agreement described in section 14.2;

"Software" means all software used by Benifex in the creation of the Modules (including, without limitation, software programs proprietary to Benifex, open-source software and third-party software);

"Suspension Event" means: (i) Customer's payment is 30 days or more overdue, (ii) User is in breach of section 9.1 and/or section 10, or (iii) User's use of the Software and Services risks material harm to the Software and Services or to others; and

"User" means the Customer, its Employees, and members of its Group (including their employees), who are authorised by the Customer to use the Services.