



## VINE CODE LIMITED STANDARD TERMS & CONDITIONS

### 1. The Agreement

The Agreement incorporates the following documents by reference: (i) the Offer Letter, (ii) Services Schedule, (iii) Price List and (iv) these Standard Terms & Conditions containing the general terms and conditions applicable to all Services. When we use the term “Agreement” in any of these documents, we are referring collectively to all of them. In the event of any conflict in the foregoing documents, the following order of prevalence shall apply: (1) the Standard Terms & Conditions, (2) the Offer Letter, (3) the Services Schedule and (4) the Price List.

### 2. Defined Terms

2.1 In the Agreement the following terms have the following meanings:

“Vine Code” means Vine Code Limited, a company registered in England and Wales with company number 09600556 and with a registered office of 80 West View, Barlby Road, Selby, North Yorkshire YO8 5BD.

“Acceptable Use Policy” or “AUP” means the Vine Code Acceptable Use Policy posted at <http://www.vinecode.uk/legal/AcceptableUsePolicy.pdf> as of the date you sign the Agreement. The AUP is incorporated into these Standard Terms & Conditions;

“Additional Services” means Services from the Price List which are additionally requested by the Customer from Vine Code;

“Agreement” means collectively, (i) the Offer Letter, (ii) Services Schedule, (iii) Price List and (iv) these Standard Terms & Conditions containing the general terms and conditions applicable to all Services;

“Business Day” means any day other than a Saturday, Sunday or public or bank holiday in England;

“Business Hours” means the hours of 09.00 to 17.00 on Business Days only;

“Company Content” means the Content provided by Vine Code for inclusion in the Website but excluding Created Content, Customer Content, the Platform and any other software;

“Confidential Information” means all business, technical, financial or other information obtained by one party from the other as a result of the performance of this Agreement which is expressly marked as confidential or which is manifestly confidential or which is confirmed in writing or email to be confidential;

“Content” means all text, graphics, logos, photographs, images, moving images, sound, video and illustrations featured, displayed or used or to be featured, displayed or used in or in relation to the Services but excluding the Platform and any other software;

“Created Content” means such Content as Vine Code has created for the Services after the date of this Agreement or such Content as existed in the Services prior to the date of this Agreement but excluding the Platform and any other software;

“Customer” means the purchaser of the Services from Vine Code;

“Customer Content” means the Content provided to Vine Code by the Customer for use in the Services;

“Document” includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data;

“Fees” means the fees payable to Vine Code as set out in the Services Schedule and/or Price List and confirmed to the Customer by way of an Offer Letter or Order;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight, which, as at the relevant time, would reasonably and ordinarily be expected, from a skilled and experienced supplier of information technology services seeking in good faith to comply with its contractual obligations;

“Month” means a calendar month;

“Offer Letter” means a letter from Vine Code to the Customer making an initial offer of services;

“Order” means a written statement of Additional Services to be provided to the Customer by Vine Code which may be provided to the Customer from time to time for acceptance by the Customer and which shall be subject to these Standard Terms & Conditions unless otherwise stated in the Order;

“Data Protection Laws” means the Data Protection Act 2018, General Data Protection Regulation 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and all applicable laws which replace it, including the e-Privacy Regulation) and shall include, where applicable, the guidance and codes of practice issued by the Information Commissioner (or data protection authority which replaces it) and all local applicable laws and regulations where these apply to the customer and Vine Code Limited in respect of its performance of the Agreement relating to the processing of personal data and privacy.

“Personal Data” shall have the meaning given in the Data Protection Act 2018, General Data Protection Regulation 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and all applicable laws which replace it, including the e-Privacy Regulation) and shall include, where applicable, the guidance and codes of practice issued by the Information Commissioner (or data protection authority which replaces it) and all local applicable laws and regulations where these apply to the customer and Vine Code Limited in respect of its performance of the Agreement relating to the processing of personal data and privacy.

Any reference in this Agreement to “data controller”, “data processor”, “data subjects”, “personal data”, “process”, “processed”, “processing” and “supervisor authority” shall have the meaning set out in, and will be interpreted in accordance with such laws.

“Platform” means any software provided by Vine Code for or in relation to the the Services whether such software is created before or after the date of this Agreement as part of Vine Code’s proprietary software programs but excluding the software relating to the Third Party Services;

“Price List” means the Vine Code Price List posted at <https://www.vinecode.co.uk/legal/PriceList.pdf>;

“Service Credits” means the service credits relating to a Service as set out in the Price List which are payable if the Uptime Guarantee in any Month is not met;

“Services” means those services from the Price List which are included in the Offer Letter;

“Services Schedule” means a list of the Services and associated Fees to be provided to the Customer at any point in time;

“Standard Terms & Conditions” means these terms and conditions;

“Third Party Services” means those third party services and/or software products that are supplied and/or sub licensed by Vine Code to the Customer as part of the supply of the Services;

“Uptime Guarantee” means the percentage of uptime that the Shared Hosting or Private Hosting Services must meet each Month.

2.2 References to clauses and schedules are (unless otherwise provided) references to clauses and schedules of this Agreement. In the event of any conflict between the clauses and the schedules, the clauses shall prevail.

2.3 Where the context so admits or requires, words denoting the singular include the plural and vice versa. References to “including” and “include(s)” shall be deemed to mean respectively “including without limitation” and “include(s) without limitation”.

2.4 References to statutory provisions shall be construed as references to those provisions that are replaced, amended or re-enacted from time to time whether before or after the date of this Agreement and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provision.

### 3. Our Obligations

3.1 Vine Code’s obligation to begin providing the Services is contingent on your acceptance of the Offer Letter.

3.2 Vine Code will provide the Services in accordance with the Services Schedule, the Price List, these Standard Terms & Conditions and any other specifications in this Agreement.

3.3 Vine Code will perform the Services and any additional Additional Services in accordance with Good Industry Practice.

3.4 Vine Code will maintain security practices in accordance with Good Industry Practice.

3.5 Vine Code will perform all Services in accordance with applicable law.

3.6 Subject to Vine Code’s charges (as set out in the then current Price List) being met by you, Vine Code shall during the term of this Agreement and following its termination provide support to you with such information, advice and/or ongoing assistance as you may require in order to ensure that you are able to continue to provide your products and services to your users whether that be via Vine Code or via a new supplier.

### 4. Your Obligations

4.1 You must use reasonable security precautions with your use of the Services.

4.2 You must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy.

4.3 You must cooperate with Vine Code's reasonable investigation of Service outages, security problems and any suspected breach of the Agreement.

4.4 You are responsible for keeping your account permissions, billing and other account information up to date using your My Account portal or via another Vine Code defined process.

4.5 You must pay when due the Fees for the Services stated in the Services Schedule or other agreement between us.

4.6 If there is a dispute with respect to any portion of an invoice, you shall pay the undisputed portion of the Fees promptly and provide written details specifying the basis of any dispute. Each of us agrees to work together to promptly resolve any disputes.

4.7 Time for payment is of the essence of the Agreement.

4.8 The Client acknowledges that Vine Code's ability to provide the Services is dependent upon the full and prompt cooperation of the Client (which the Client agrees to provide) as well as the accuracy and completeness of any information and data the Client provides to Vine Code. Accordingly, the Client shall in a timely manner provide Vine Code with access to, and use of, all information, data and documentation reasonably required by Vine Code for the performance by Vine Code of its obligations under these Terms of Business.

4.9 The Client agrees to follow Vine Code's reasonable instructions and procedures with respect to the Services.

## 5. Promises We Do Not Make

5.1 We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property.

5.2 We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an 'AS IS' basis.

5.3 We do not have knowledge of the data you store within the Services, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including data loss. The Services that Vine Code has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Schedule and Price List, which may include backup services and geographically redundant servers. In all events, you release Vine Code from liability for loss of data to the extent that the data has changed since the time of the last backup.

5.4 We will provide Support only to your administrative or technical contacts listed on your account. We will not provide support directly to your end users unless specifically agreed in writing.

5.5 Certain Vine Code Services are designed to help you comply with various regulatory requirements that may be applicable to you. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

## 6. Unauthorised Access To Your Data or Use of the Services

6.1 Vine Code is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services unless the unauthorised access or use results from Vine Code's failure to meet its security obligations stated in Section 3 (Our Obligations) of these Standard Terms & Conditions or the Services Schedule.

6.2 You are responsible for the use of the Services by any employee of yours, any person you authorise to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

## 7. Taxes on Services

7.1 Unless otherwise expressly provided in the Agreement or included in the invoice for the Services, all amounts due to Vine Code under the Agreement are exclusive of any value added, goods, services, sales, use, property, excise and like taxes, import duties and/or applicable levies (collectively, "Taxes"). If Vine Code is required by law to collect Taxes on the provision of the Service, Vine Code will invoice you for such Taxes and you must pay Vine Code the amount of the Taxes that are due or provide Vine Code with satisfactory evidence of your exemption from the Taxes.

7.2 The obligation to pay any Taxes that a Customer may be required to pay in connection with that Customer's use of Services or a Customer's payment of amounts due to Vine Code under the Agreement shall be borne exclusively by the Customer. You must provide Vine Code with accurate factual and adequate information and documentation (as determined by Vine Code), to help Vine Code determine if any Taxes are due with respect to the provision of the Services.

7.2 All payments to Vine Code shall be made without any withholding or deduction for any Taxes, except for any withholding (or similar) taxes imposed on income that may be attributed to Vine Code in connection with its provision of the Services that you are legally required to withhold from such payment and remit to the applicable governmental or taxing authority (such taxes, "Local Withholding Taxes").

7.3 You agree to provide Vine Code in a timely manner with adequate and accurate factual information and documentation (as determined by Vine Code), including tax receipts, of your payment of any such Local Withholding Taxes. Vine Code shall remit such cost to you in the form of a credit on your outstanding account balance following receipt of sufficient evidence of payment of any such Local Withholding Taxes as set forth above.

## 8. Export Matters and Other Restrictions

8.1 You represent and warrant and undertake that you will not possess, use or resell the Services to or by any other person.

8.2 You represent and warrant and undertake that you will not import or export (and shall not permit the possession, use, importation, exportation, or resale of) the Services or any information or technical data provided by Vine Code to you under this Agreement in any manner which would cause Vine Code or its affiliates to breach any applicable export control laws, rules, or regulations of any jurisdiction (including without limitation those under UK law).

8.3 Without limitation, you represent and warrant and undertake that you will not provide administrative access to or permit use of the Services by any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under United Kingdom export laws, rules or regulations.

## 9. Terms and Fees

9.1 The Services Schedule sets out the applicable term and renewal information as well as fee and pricing information. Other Services pricing information is outlined in the Price List. We aim to give customers at least 30 days notice of any changes to the Price List, renewal and other pricing information, where their Services would be applicable for changes to pricing.

9.1.1 No order or quotation is binding until confirmation of the order by Vine Code. Quotations are valid for 30 days.

9.1.2 To take account of the speed of response required by Vine Code to satisfy the instructions of the Client, the Client acknowledges that these instructions may comprise an exchange of correspondence, approval of a schedule, facsimile or other written confirmation by Vine Code of telephone conversations, or notes of meetings or contact reports prepared and distributed by Vine Code, so long as the Client has not disputed the contents of such within 24 hours of receipt.

9.1.3 Any illustrations, layouts, storyboards, visuals, mock ups, prototypes, etc. shall be registered as appropriate and are intended to represent a general idea of the Services only and shall not form part of any contract unless so specified. Vine Code shall without the agreement of the Client be entitled to make operational changes to the Services that have no material adverse effect on the Services.

9.1.4 Any changes to or additional terms agreed by Vine Code and the Client which form part of the Services Schedule or agreed contract shall override conflicting terms in this Standard Terms & Conditions document, unless such terms would not be compliant with current legislation.

9.2 Standard Payment terms are 14 days from the date of invoice.

9.3 Where a contract is for the provision of the Services over a period of time, a contract may be terminated by either party giving to the other three months written notice PROVIDED ALWAYS that if the Client terminates the contract he shall:

9.3.1 pay immediately all outstanding sums due to Vine Code in respect of any remaining contractual term or notice period if the contractual term is less than the three month notice period;

9.3.2 be responsible for all costs and expenses incurred by Vine Code in respect of any uncompleted Service;

9.3.3 accept and pay invoices from Vine Code calculated at the contract rate in respect of any Services completed or partly completed;

9.3.4 discharge any liability of Vine Code to third parties incurred in relation to any Services originally envisaged pursuant to the Client's initial instructions.

9.4 Acceptance of an order by Vine Code is subject to its right to inquire within a reasonable time into the Client's financial or trade status and in the light of any report received to rescind a contract in which case Vine Code shall not be liable to make any payment to the Client by way of compensation or damages.

9.5 Without prejudice to any other rights Vine Code may have, in the event of late payment of any sum due under these Terms of Business, Vine Code may charge interest to the Client on such sum at the rate of interest specified under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

Such interest will accrue from the day following that upon which payment was due until payment is made in full. In addition or in the alternative (at the option of Vine Code), Vine Code may suspend the provision of the Services and/or any part of them until such time as the payment is made if after giving 7 days prior written notice of its intention to do so, the Client has still failed to make payment without cause.

9.6 If Vine Code takes any legal, or other steps, for the recovery of any overdue payment, then the reasonable costs of all such steps shall be payable by the Client upon demand.

9.7 Without prejudice to Vine Code's right to receive payment when due, the Client shall promptly, and in any event within 7 days of receipt of any invoice, notify Vine Code if it disputes any amounts stated on such invoice. Vine Code shall within 7 days of receipt of such notification fully investigate any such disputed amounts and reply to the Client. The parties shall use best endeavours to solve such dispute as soon as possible. Nothing in this clause shall entitle the Client to withhold payment of sums which are properly due and payable and for the avoidance of doubt, failure to resolve such dispute shall not prevent the relevant sums becoming overdue (or prevent Vine Code being entitled to exercise any of all of its rights in respect of such overdue payments), but where any disputed amounts are paid to Vine Code prior to the resolution of the relevant dispute, any amount of such disputed sums which are subsequently decided to have not been properly payable (either by agreement of the parties or through dispute resolution) shall be repaid by Vine Code promptly with interest at the rate referred to in clause 9.5 for the time that Vine Code has held such sums to which it was not entitled.

## 10. Suspension of Services

10.1 We may suspend Services without liability if:

10.1.1 We reasonably believe that the Services are being used in breach of the Agreement;

10.1.2 You don't cooperate with our reasonable investigation of any suspected violation of the Agreement;

10.1.3 There is an attack on your Services or your Services are accessed or manipulated by a third party without your consent;

10.1.4 We are required by law or a regulatory or government body to suspend your Services; or

10.1.5 There is another event for which we reasonably believe that the suspension of Services is necessary to protect the Vine Code network or our other customers.

10.1.6 We may suspend the Services without liability to Vine Code if you fail to pay any sum due to Vine Code in accordance with the Services Schedule and/or Order and for the avoidance of doubt, the remedy period referred to at clause 11.2.3 shall not apply;

10.2 We will give you advance notice of a suspension under this clause of at least twelve 7 days unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Vine Code or its other customers from imminent and significant operational, legal, or security risk. If your Services are compromised, then you must address the vulnerability prior to Vine Code placing the Services back in service or, at your request, we may be able to perform this work for you as an Additional Service.

## 11. Termination for Breach

11.1 You may terminate the Agreement for breach if we:

11.1.1. materially fail to provide the Services as agreed and do not remedy that failure within fourteen (14) Business Days of your written notice describing the failure;

11.1.2. materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within fourteen (14) Business Days of your written notice describing the failure.

11.2 We may terminate the Agreement for breach if:

11.2.1. we discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete;

11.2.2. the individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the Customer;

11.2.3. your payment of any invoiced amount is overdue and you do not pay the overdue amount within fourteen (14) Business Days of our written notice to do so;

11.2.4 you have made payment arrangements via credit card or other third party, and the third party refuses to honour our charges;

11.2.5. you fail to comply with any other obligation stated in the Agreement and do not remedy the failure within fourteen (14) Business Days of our written notice to you describing the failure;

11.2.6. you contravene Section 8 (Export Matters) of these Standard Terms & Conditions; 11.2.7. you breach the Export Control section of the AUP;

11.2.8. with the exception of the Export Control section of the AUP for which clause 11.2.7 applies, you breach any provision of the AUP more than once even if you remedy each breach; or

11.2.9. your agreement for any other Vine Code Services is terminated for breach of the acceptable use policy applicable to that service (where such a policy exists).

11.3 Either of us may terminate the Agreement with immediate effect on written notice if the other (or we reasonably believe that the other): (i) is unable to pay its debts; or (ii) enters into compulsory or voluntary liquidation; or (iii) compounds with or contravenes a meeting of its creditors; or (iv) has a receiver or manager or an administrator appointed (or an application is made to the court for the same); or (v) ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts ("Insolvency Event").

11.4 Notwithstanding anything to the contrary within the Agreement, the fees for the Services shall become due immediately upon the occurrence of an Insolvency Event.

## 12. Confidential Information

12.1 Each party (the "Receiving Party") shall keep confidential at all times all Confidential Information provided to it by the other party (the "Disclosing Party") (including for the avoidance of doubt Confidential Information relating to the other party's access to the Services). The Receiving Party shall not divulge such Confidential Information to any person (except to the Receiving Party's employees, agents or sub-contractors who need to know the same) without the Disclosing Party's prior written consent, save where the Receiving Party was lawfully in possession of such information before its provision by the Disclosing Party, or where the information is in the public domain or enters the public domain through no fault of the Receiving Party, or where disclosure is necessary to comply with a binding order by a regulatory authority in any jurisdiction. Each party undertakes during the Project and the Support Term



and for a period of five years thereafter to maintain confidentiality of all login names and passwords. Each party shall ensure that its employees, agents or subcontractors are aware of and comply with the provisions of this clause.

## 13. Limitation of Liability

13.1 Subject to clauses 13.2 and 13.3, but without prejudice to Vine Code's right to the Fees for the Services, including any early termination Fee (if applicable) and your right to Service Credits:

13.1.1 each party's liability to the other for any and all costs, claims, damages, losses or expenses whether in tort (including, without limitation, negligence), contract, breach of statutory duty or otherwise, is limited to and shall not exceed the greater of £250,000 or an amount that is equivalent to the total Fees paid for the Services and the Additional Services under this Agreement in the Year in which the event giving rise to the claim occurs.

13.2 Neither party will be liable to the other in any way for:

13.2.1 loss of profits (both direct loss of profits and indirect loss of profits);

13.2.2 any special, incidental, economic, or indirect loss or damages, including without limitation:

13.2.2.1 loss of data

13.2.2.2 revenues

13.2.2.3 customers or contracts

13.2.2.4 wasted management time

13.2.2.5 loss of anticipated savings

13.2.2.6 increased costs

13.2.2.7 expenses;

whatsoever and howsoever arising including in connection with the performance, non-performance or delayed performance of the Services or otherwise under this Agreement even if that party has been advised by the other or should have reasonably been aware of the possibility of such loss.

13.3 Nothing in this Agreement limits or excludes either party's liability for any loss or damages resulting from:

13.3.1 death or personal injury caused by its negligence; and

13.3.2 any fraud or fraudulent misrepresentation.

13.4 The Service Credits stated in the Price List are your exclusive remedy for Vine Code's failure to meet those guarantees for which Service Credits apply.

13.5 Vine Code agrees to have valid insurance cover in place for its own legal liability to you under this Agreement. As the fees for the Services properly reflect the delineation of risk between the parties, each party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss in excess of its accepted legal liability as necessary.

13.6 Service Credits are not payable where the Uptime Guarantee was not met due to act or default of the Customer or a breach of the AUP.

## 14. Indemnification

14.1 If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third party arising out of your actual or alleged negligence,

breach of law, failure to meet the security obligations required by the Agreement, breach of the AUP, breach of your agreement with your customers or end users, or breach of Section 8 (Export Matters) or Section 16 (Platform) of these Standard Terms & Conditions, then you will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this clause include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by you. You must also pay reasonable legal fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with Vine Code, or any claim by your customer or end user arising from an actual or alleged breach of your obligations to them.

14.2 We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defence of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld, delayed or conditioned. You must pay reasonable legal fees and expenses due under this clause as we incur them.

## 15. Publicity

15.1 You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

## 16. Platform

16.1 As between Vine Code and the Customer all Intellectual Property Rights in the Customer's data and website content including without limitation any Customer Content and Created Content shall remain with the Customer (or its licensor, as appropriate). Access to the data and website content including without limitation any Customer Content and Created Content is conditional on all payments due to Vine Code for the Services having been made in full.

16.2 As between Vine Code and the Customer all Intellectual Property Rights in the Platform, Services and Company Content shall remain vested in Vine Code.

16.3 All rights in Third Party Services shall remain vested in the licensors thereof and the Customer agrees to comply with the licence terms relating to such software and/or services, where notified to the Customer in writing or email.

16.4 Upon termination or expiry of this Agreement Vine Code will make available on a secure electronic download service a copy of the data, website content and any media uploaded to the Services but not the Platform for download by the Customer. This copy shall be maintained for 14 Business Days after which time such content will be removed.

16.5 All rights in the Platform, Services, Documents, database designs, written specifications, design specifications and original artwork shall remain vested in Vine Code.

16.6 The Platform and all parts thereof and Intellectual Property Rights of whatever nature therein are and shall remain the property of Vine Code except for Third-Party Services whose Intellectual Property Rights are and shall remain the property of the licensor's of such Third Party Services.

## 17. Recommendations

17.1 Vine Code personnel may from time to time refer to third party software or other products and services for your consideration. Vine Code MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS AND SERVICES. Your use of any products and services not provided by Vine Code is governed by the terms of your agreement with the provider of those products and services, and is at your sole risk. Vine Code is not responsible in any way for the third party product's performance, features nor failures.

17.2 Third party software products which are supplied and/or sub sublicensed by Vine Code as part of the Services will be supplied in accordance with the relevant licensor's applicable terms. The Client agrees that it will at all times comply with the provisions of such standard terms.

## 18. Who May Use The Services

18.1 You may permit your subsidiaries and affiliated companies to use the Services if you wish, however you are responsible for the acts or omissions of your permitted users. Vine Code will provide support only to you, not to your customers, subsidiaries or affiliates. There are no third party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates, and other third parties do not have any rights against either of us under the Agreement.

## 19. Data Protection

19.1 The Customer warrants that it shall handle any Personal Data disclosed to it or gathered by it as a data controller or data processor in connection with this Agreement in accordance with the provisions of the Data Protection Laws. The customer warrants to Vine Code that it has all necessary rights and permissions to authorise Vine Code to process Personal Data in accordance with this Agreement and the Data Protection Laws.

19.2 If Vine Code acts on behalf of and at the instruction of the customer as a data processor as defined by the Data Protection Laws in relation to the Services, Vine Code agrees that it will only process Personal Data to which it has access as a result of the Services as is necessary to carry out the Services and shall do so at all times in accordance with the Data Protection Laws.

19.3 The Customer hereby notifies Vine Code that the Customer's data contains Personal Data ("the Customer's Personal Data") and warrants to Vine Code that the Customer is compliant with the Data Protection Laws in respect of the Customer's Personal Data.

19.4 The Customer warrants and undertakes to Vine Code that:

19.4.1 the services to be provided by Vine Code under this Agreement will be entirely consistent with and appropriate to the specified and lawful purposes for which the Customer has notified under the Data Protection Laws in respect of the Customer's Personal Data ("the Notified Purposes"); and

19.4.2 the Customer's Personal Data has been (and will continue to be) obtained, used and processed lawfully and in accordance with the Notified Purposes.

19.4.3 the Customer hereby grants consent to Vine Code to appoint approved Sub-Processors where the contract between Vine Code and the sub-processor shall be entirely consistent with and appropriate to the specified and lawful purposes for which the Customer has notified under the Data Protection Laws in respect of the Customer's Personal Data.

19.4.4 where Vine Code or an approved Sub-Processor needs to make an international transfer of data in order to fulfil the services, the Customer hereby grants consent to Vine Code to allow international transfer of data where:

19.4.4.1 the government of the United Kingdom or the European Commission makes a binding decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data. For example, the International Transfer is to the United States of America and Vine Code or the approved Sub-Processor has and maintains for the duration of the processing a current registration under the US-EU Privacy Shield; or

19.4.4.2 Vine Code or the approved Sub-Processor provides adequate safeguards for that International Transfer in accordance with Data Protection Laws, in which case the Customer will execute any documents (including data transfer agreements) relating to that International Transfer which the Supplier or the approved Sub-Processor requires it to execute from time to time; or

19.4.4.3 Vine Code or the approved Sub-Processor is required to make the International Transfer to comply with applicable laws, in which case Vine Code will notify the customer of such legal requirement prior to such International Transfer unless such applicable laws prohibit notice to the Customer on public interest grounds.

## 20. Notices

20.1 Your routine communications to Vine Code regarding the Services, including any notice of non-renewal, should be sent to [info@vinecode.uk](mailto:info@vinecode.uk). If you want to give a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail to [legal@vinecode.uk](mailto:legal@vinecode.uk) or first class post to:

The Company Secretary  
Vine Code Limited  
80 West View  
Barlby Road  
Selby  
North Yorkshire  
YO8 5BD

20.2 Vine Code's routine communications regarding the Services and legal notices will be posted on the My Account portal or sent to the individual(s) you designate as your contact(s) on your account either by electronic mail (including an electronic mail referring you to a ticket posted on your My Account portal) or post.

20.3 Notices are deemed received as of the time posted or delivered, or if that time does not fall on a Business Day, as of the beginning of the first Business Day following the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

## 21. Force Majeure

21.1 For the avoidance of doubt, neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement, if the delay or failure was due to any cause reasonably beyond that party's control, or due to any third party (including but not limited to Third Party Providers, Internet service providers, telecoms providers, domain name administrators and third party software suppliers), due to any instructions given by the other party or any delay caused by the other party.

## 22. Governing Law

22.1 The parties hereby agree that this Agreement shall be construed in accordance with English law, and hereby submit to the exclusive jurisdiction of the English courts except with regards to enforcement in which case the jurisdiction of the English courts shall be non-exclusive.

## 23. Waiver of Remedies

23.1 No waiver by either party of any breach of this Agreement by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.

23.2 No failure or delay in exercising any right or remedy provided by this Agreement or by law shall impair or be construed as a waiver of that right or remedy.

23.3 The rights and remedies provided by this Agreement are cumulative and are not exclusive of any right or remedies provided by law.

## 24. Complaints

24.1 Both parties agree to co-operate with each other in an amicable manner with a view to achieving the successful implementation of the Agreement.

24.2 If a dispute arises between the parties in relation to any matter which cannot be resolved by local operational management within 5 Business Days either party may refer the matter for determination in accordance with the procedure set out in this clause 24.

24.3 A dispute referred for determination under clause 24.2 shall be resolved by referral to a Director (or equivalent) of each respective party.

24.4 If any dispute is not resolved within 5 Business Days of its referral pursuant to clause 24.3 then either party may refer it for determination in accordance with clause 24.5 below (if applicable).

24.5 Subject to clause 24.6, if there is any dispute between the parties which is not resolved pursuant to the procedure referred to above either party may refer such dispute for determination by an independent person agreed between the parties or in the absence of such agreement within 5 Business Days by a person appointed for this purpose by the President for the time being of the Law Society of England and Wales on the application of either party. Such person shall act as an expert and not as an arbitrator and make such determination within 20 Business Days of his appointment (or such longer period as the parties shall agree) and his determination shall be final and binding on the parties. The fees of such expert shall be paid as he may direct or in the absence of any direction such fees shall be paid equally by the parties.

24.6 Neither party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex-parte basis or otherwise commencing legal proceedings as a result of the terms of this clause 24.

## 25. General

25.1 Neither party shall be entitled to withhold any payments claimed or due to the other Party (other than as required by law), or exercise any legal or equitable right of set-off in relation to such payments, under this agreement or any other agreement between the Parties.

25.2 Neither this Agreement nor the benefit of the Services may be assigned or transferred by either party whether voluntarily or involuntarily or by operation of law, in whole or in part, to any third party without the prior written consent of the other party to this Agreement, such consent shall not be unreasonably withheld.

25.3 If any provision of this Agreement is held by any competent authority or a court of law to be invalid or unenforceable in whole or in part, that invalid or unenforceable provision will be severed from the remaining provisions of this Agreement, which will remain in full force and effect.

25.4 A party who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

25.5 The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

25.6 We reserve the right to update these terms and conditions, for example, if UK legislation changes. We aim to give customers prior notice. Any changes will become effective as to you and are deemed accepted on the first to occur of: (i) your execution of a new or additional agreement for all or part of your *Services* that incorporates the revised terms by reference, (ii) the first day of a renewal term for an Agreement that begins at least thirty (30) days after the time that the revised terms have been posted, or (iii) thirty (30) days following our written notice to you of a material change to the terms. If your compliance with the revised terms would adversely affect your use of the *Services*, you may elect to object to changes giving Vine Code written notice of your objection no later than thirty (30) days following the date that the revised terms would otherwise have become effective as to you.

25.7 The following terms shall survive expiration or termination of the Agreement: Sections 7, 12, 13, 14, 16, 17, 21, 22, 23 and this clause 24 of these Standard Terms & Conditions, all terms of the Agreement requiring you to pay any Fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

English Terms

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January 2023

Vine Code Limited, Registered Office: 80 West View, Barlby Road, Selby YO8 5BD.

Email: [info@vinecode.uk](mailto:info@vinecode.uk)