

IPPEX Global Limited

Terms of Service

thinking global compliance



IPPEX Global Terms of Subscription Service

Background

IPPEX is a “Software as a Subscription Service” operations management platform. IPPEX Cloud empowers collaborative teams to manage process in a collaborative workflow driven environment. IPPEX Cloud is accessible using an internet connected device e.g., desktop, laptop, tablets, and smartphone devices utilising a current browser.

This is a contract between YOU (the **Customer**) and US / IPPEX (**IPPEX Global limited**) and it describes the services IPPEX will provide to you, how we will work together, and other aspects of our business relationship. These Terms form a legally binding contract between you and IPPEX so please read carefully. If you do not agree with these Terms, do not register or use any IPPEX Subscription Services. By using the Subscription Services or receiving the Consulting Services, you are agreeing to these terms.

General Commercial Terms of Use

1. Interpretation

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

Applicable Law: any and all laws, legislation, statutes, regulations, bye-laws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, and voluntary codes that are applicable to the provision or receipt of the Subscription Services from time to time.

Authorised Users: your employees, agents and independent contractors who are authorised by you to use the Subscription Services and the Documentation, as further described in clause 2.2(d).

Billing Period: the period for which you agree to the Fees as agreed on an Order Form, which will be the same as or less than the Subscription Term. For example, if you subscribe to the Subscription Services for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as proprietary or confidential information or which may be reasonably regarded as such, including the information identified in clause 11.6 or clause 11.7.

Consulting Services: the professional services provided to you by IPPEX, including any professional, educational, operational, technical training, installation or other services of a consulting nature.

Control: within the meaning of section 1124 Corporation Tax Act 2010 or the power of a person to secure (i) by means of the holding of shares or the possession of voting power in an entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person's wishes and '**Controlled**' and '**Controlling**' shall be construed accordingly.

Customer Data: the data inputted by you, your Authorised Users, or IPPEX on your behalf for the purpose of using the Subscription Services or facilitating your use of the Subscription Services.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter:

- a) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then
- b) any successor legislation to the GDPR or the Data Protection Act 1998.

Data Storage Fees: fees payable in respect of any data storage requirements above 50 gigabytes as detailed more particularly in your Order or on the Pricing Page.

Documentation: the document made available to you by IPPEX online via <https://ippexcloud.com> or such other web address notified by IPPEX to you from time to time which sets out a description of the Subscription Services and the user instructions for the Subscription Services.

Effective Date: the date of this agreement.

Fees: The Subscription Fees together with any applicable Data Storage Fees or fees for Consulting Services.

Initial Subscription Term: the initial term of this agreement as set out in your Order Form.

IPPEX Content: all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that IPPEX incorporate into the Subscription Services or Consulting Services.

Limited User Subscription: The Subscription Services described at clause 2.1(b).

Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

Order or Order Form: the IPPEX-approved form or online subscription process by which you agree to subscribe to the Subscription Services and purchase Consulting Services. The Order may be referred to as a "Statement of Work" if you are purchasing only Consulting Services.

Order Date: the date on which your Order is accepted by IPPEX.

Payroll: a group of company employees whose payroll process is defined by a country, business entity, payroll frequency or currency.

Personal Data: has the meaning given to it in the Data Protection Legislation.

Pricing Page: <http://www.ippexglobal.com/pricing> .

Renewal Term: the period described in clause 14.1.

Software: the online software applications provided by IPPEX as part of the Subscription Services.

Subscription Fees: the subscription fees payable by you to IPPEX for the User Subscriptions, as set out in your Order or on the Pricing Page.

Subscription Limit: the maximum number or amount of users, payrolls, employees or data allowed under the terms of your User Subscription.

Subscription Services: the subscription services provided by IPPEX to you under this agreement via <https://ippexcloud.com> or any other website notified to you by IPPEX from time to time, as more particularly described in the Documentation.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Terms).

Terms: these terms of service and all other documents or materials referred or linked to in these terms.

Unlimited User Subscription(s): The Subscription Services described at clause 2.1(a).

User Subscriptions: the user subscriptions purchased by you pursuant to clause 9.2 which entitle Authorised Users to access and use the Subscription Services and the Documentation in accordance with this agreement.

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.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 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.

- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail.
- 1.10 Where there is a conflict between the provisions of these Terms and an Order, the Order shall take precedence but only in respect of that particular Order.

2. User subscriptions

- 2.1 IPPEX offers 2 types of user subscriptions (together the “**User Subscriptions**”):
- (a) **Unlimited User Subscriptions** which allow for an unlimited number of User Subscriptions within your tenancy with Subscription Fees based on the total number of payrolls and employees processed within your tenancy; and
 - (b) **Limited User Subscriptions** which allow for the processing of an unlimited number of payrolls and employees in your tenancy but with Subscription Fees based on a limited number of User Subscriptions.
- 2.2 IPPEX may offer a free trial for some of the Subscription Services and your trial period starts on the day that IPPEX creates the trial tenancy account and lasts for an agreed period. If you are on a trial, IPPEX will contact you before your trial period ends to offer you the opportunity to purchase a User Subscription. If you choose not to purchase a User Subscription, your rights to use the Subscription Services will terminate immediately at the end of the trial period and at that point, IPPEX may permanently delete any data processed during the trial.
- 2.3 Your Order is an offer to purchase or register for the User Subscriptions or to purchase Consulting Services and IPPEX shall be free to accept or decline your Order at its absolute discretion. IPPEX shall notify you as soon as practicable if it can or cannot accept your Order.
- 2.4 Subject to you Ordering the User Subscriptions in accordance with clauses 2.3, 3.1 and 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, IPPEX hereby grants to you a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Subscription Services and the Documentation during the Subscription Term solely for your internal business operations.
- 2.5 In relation to the Authorised Users, you undertake that:
- (a) the maximum number of Authorised Users that you authorise to access and use the Subscription Services and the Documentation shall not exceed your Subscription Limit from time to time;

- (b) you will not allow or suffer any single User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Subscription Services and/or Documentation;
- (c) each Authorised User shall keep a secure password for their use of the Subscription Services and Documentation, and that each Authorised User shall keep his password confidential;
- (d) you shall permit IPPEX to monitor or audit the User Subscriptions, at IPPEX's expense, in order to establish the name and password of each Authorised User; and
- (e) if the monitoring or audits referred to in clause 2.2(d) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to IPPEX's other rights, you shall promptly disable such passwords and IPPEX shall not issue any new passwords to any such individual.

2.6 You shall not, and shall procure that the Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material in use of the Subscription Services that:

- (a) You/they do not have a right to access or distribute;
- (b) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (c) facilitates illegal activity;
- (d) depicts sexually explicit images;
- (e) promotes unlawful violence;
- (f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (g) is otherwise illegal or causes damage or injury to any person or property;

and IPPEX reserves the right, without liability or prejudice to its other rights to you, to disable your, or any Authorised User's, access to any material that breaches the provisions of this clause.

2.7 You shall not:

- (a) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion

of the Software and/or Documentation (as applicable) in any form or media or by any means; or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - (b) access all or any part of the Subscription Services and Documentation in order to build a product or service which competes with the Subscription Services and/or the Documentation; use the Subscription Services and/or Documentation to provide services to third parties;
 - (c) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription Services and/or Documentation available to any third party except the Authorised Users,
 - (d) damage, disable, overburden, or impair the Subscription Services (or any network connected to the Subscription Services);
 - (e) use any unauthorized means to modify, reroute, or gain access to the Subscription Services or attempt to carry out these activities;
 - (f) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by IPPEX) to access or use the Subscription Services;
 - (g) use the Subscription Services beyond the relevant features allocation and Subscription Limits or in violation of IPPEX's Fair Use Policy (<https://ippexglobal/fairuse>); or
 - (h) attempt to obtain, or assist third parties in obtaining, access to the Subscription Services and/or Documentation, other than as provided under this clause 2.
- 2.8 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify IPPEX.
- 2.9 If IPPEX makes changes to the Subscription Limits on the Pricing Page and these changes would have a negative impact on you, the changes will not apply until the start of your next Renewal Term.
- 2.10 The rights provided under this clause 2 are granted to you only, and shall not be considered granted to any subsidiary or holding company of yours.

3. Amendments to User Subscriptions

- 3.1 You are free to Order Additional User Subscriptions. You shall pay the Subscription Fees for all additional User Subscriptions in advance at the rate set out on the Pricing Page or on your Order Form. If such additional User Subscriptions are purchased by you part way through a Billing Period, such Subscription Fees shall be pro-rated from the date of activation by IPPEX for the remainder of the current Billing Period.
- 3.2 You may downgrade your subscription at the start of your next Renewal Term if you provide IPPEX with at least 14 day's notification before the end of your Initial Subscription Term or current Renewal Term.

4. Provisions of Services

Subscription Services

- 4.1 IPPEX shall, during the Subscription Term, provide the Subscription Services and make available the Documentation to you on and subject to the terms of this agreement.
- 4.2 IPPEX shall use commercially reasonable endeavours to make the Subscription Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance down-time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that IPPEX has used reasonable endeavours to give you at least 6 hours' notice in advance.
- 4.3 IPPEX can make changes, upgrades or enhancements to the Subscription Services at any time and may also add or remove functionalities or features. IPPEX will not make changes to the Subscription Services that will materially reduce the functionality provided to you during the Subscription Term unless you are in a trial period, in which case, IPPEX may make changes that materially reduce the functionality provided to you during the trial period.
- 4.4 IPPEX reserves the right to increase Subscription Fees in accordance with clause 9. If you do not agree to an increase in Subscription Fees, you can cancel your subscription by giving written notice via email to cancel@ippexglobal.com (with cancellation confirmation from an IPPEX representative) to be received no less than fourteen days (14) days before the end of the current Subscription Term.

Suspension of Subscription Services

- 4.5 IPPEX may suspend any Authorised User's access to the Subscription Services (or any part thereof) with immediate effect:
- (a) where any use of the Subscription Services is deemed to violate Applicable Law;
 - (b) for non-payment of the Subscription Fees under clause 9.9;
 - (c) where the IPPEX Subscription Services' website is:
 - (i) being subjected to denial of service attacks or other disruptive activity,
 - (ii) being used to engage in denial of service attacks or other disruptive activity,
 - (iii) creating a security vulnerability for the Subscription Services or others,
 - (iv) consuming excessive bandwidth, or
 - (v) causing harm to IPPEX or others,albeit IPPEX will try to limit the suspension to the affected portion of the Subscription Services and to promptly resolve the issues.
- 4.6 Where the Subscription Services have been suspended due to a fault caused by you or an Authorised User, IPPEX may charge a re-activation fee to reinstate the Subscription Services.

Consulting Services

- 4.7 In the event that you Order Consulting Services, the Consulting Services will be performed remotely unless IPPEX agrees otherwise, in which case, you will reimburse IPPEX its reasonable costs for all expenses incurred in providing the Consulting Services at your site.
- 4.8 IPPEX reserves the right to block or prevent delivery of any file, email or other communication to or from the Subscription Services in order prevent you from breaching these Terms and for the purpose of protecting its customers IPPEX also reserves the right to deactivate, change and/or require you to change your IPPEX Subscription User ID.

5. Customer Data

- 5.1 You shall own all right, title and interest in and to all of Customer Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.2 IPPEX shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at <https://ippexglobal.com/clientportal> or such other website address as may be IPPEX Global Customer Terms of Service.

notified to you from time to time, as such document may be amended by IPPEX in its sole discretion from time to time. In the event of any loss or damage to Customer Data, your sole and exclusive remedy against IPPEX shall be for IPPEX to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by IPPEX in accordance with the archiving procedure described in its Back-Up Policy. IPPEX shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by IPPEX to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 5.9).

- 5.3 IPPEX shall, in providing the Subscription Services, comply with its Privacy and Security Policy relating to the privacy and security of Customer Data available at <http://ippexglobal.com/privacy> or such other website address as may be notified to you from time to time, as such document may be amended from time to time by IPPEX in its sole discretion.
- 5.4 In relation to any Personal Data, both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 5.5 The parties acknowledge that:
- (a) if IPPEX processes any Personal Data on your behalf when performing its obligations under this agreement, you are the data controller and IPPEX is the data processor for the purposes of the Data Protection Legislation (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).
 - (b) 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.
 - (c) you acknowledge and agrees that the Personal Data may be transferred or stored outside the EEA or the country where you and the Authorised Users are located in order to carry out the Subscription Services and IPPEX's other obligations under this agreement.
- 5.6 Without prejudice to the generality of clause 5.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to IPPEX for the duration and purposes of this agreement so that IPPEX may lawfully use, process and transfer the Personal Data in accordance with this agreement on your behalf.

- 5.7 Without prejudice to the generality of clause 5.1, IPPEX shall, in relation to any Personal Data processed in connection with the performance by IPPEX of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of you unless IPPEX is required by the laws of any member of the European Union or by the laws of the European Union applicable to IPPEX to process Personal Data (**Applicable Data Laws**). Where IPPEX is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, IPPEX shall promptly notify you of this before performing the processing required by the Applicable Data Laws unless those Applicable Data Laws prohibit IPPEX from so notifying you;
 - (b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (c) not transfer any Personal Data outside of the EEA unless the following conditions are fulfilled:
 - (i) you or IPPEX have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) IPPEX 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) IPPEX complies with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
 - (d) assist you, at your 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 you without undue delay on becoming aware of a Personal Data breach;
 - (f) at the written direction of you, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Data Law to store the Personal Data; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and allow for audits by you or your designated auditor.

- 5.8 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, 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).
- 5.9 You consent to IPPEX appointing Microsoft Azure as a third-party processor of Personal Data under this agreement. IPPEX confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between you and IPPEX, IPPEX shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.
- 5.10 Either party may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 5.11 IPPEX may use Customer Data in an anonymised aggregated form for data analysis, testing, research, statistical and survey purposes in order to improve the Subscription Services.

6. Customer Support

- 6.1 In relation to the Subscription Services, not including during any trial period:
- (a) email and webform support is included in your Subscription Fee;
 - (b) IPPEX accepts email and webform support questions 24 hours a day, 7 days a week;
 - (c) webform questions can be submitted through the help widget in the upper right hand corner of your application portal or by emailing Support@ippexglobal.com;
 - (d) Email and webform responses are provided during Normal Business Hours;
 - (e) IPPEX shall attempt to respond to support queries within one Business Day. Although response times are generally faster than this, IPPEX does not promise or guarantee any specific response time.

6.2 During a trial period, support is offered through the IPPEX Community available at: IPPEXCommunity.ippexglobal.com.

7. Supplier's obligations

7.1 IPPEX undertakes that the Subscription Services and/or Consulting Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Subscription Services contrary to IPPEX's instructions, or modification or alteration of the Subscription Services by any party other than IPPEX or IPPEX's duly authorised contractors or agents. I

7.3 If the Subscription Services and/or Consulting Services do not conform with the undertaking at clause 7.1, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out at clause 7.1.

7.4 Notwithstanding the undertaking at clause 7.1, IPPEX:

- (a) does not warrant that your use of the Subscription Services will be uninterrupted or error-free; or that the Subscription Services, Documentation and/or the information obtained by you through the Subscription Services will meet your requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Subscription Services, the Consulting Services and/or the Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.5 IPPEX warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7.6 This agreement shall not prevent IPPEX from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

8. Your obligations

You shall:

- (a) provide IPPEX with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by IPPEX;in order to provide the Subscription Services and/or Consulting Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all Applicable Law and regulations with respect to its activities under this agreement;
- (c) carry out all other of your responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, IPPEX may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Subscription Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for IPPEX, its contractors and agents to perform their obligations under this agreement, including without limitation the Subscription Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by IPPEX from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to IPPEX's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

9. Charges and payment

- 9.1 The provisions of this clause 9 do not apply to free trials except to the extent that when your trial period ends, any continued use of the Subscription Services will be charged at the Subscription Fee rate specified on your Order Form or at the then-current rate on the Pricing Page, and in accordance with this clause 9.

- 9.2 You shall pay the Subscription Fees in advance of your relevant Billing Period to IPPEX in accordance with this clause 9 and your Order Form. Unless stated otherwise in these Terms, all payment obligations are non-refundable and cannot be cancelled.
- 9.3 You shall, at the time of your Order, provide to IPPEX valid, up-to-date and complete credit card details or approved purchase order information acceptable to IPPEX and any other relevant valid, up-to-date and complete contact and billing details and, if you provide:
- (a) your credit card details to IPPEX, you hereby authorise to IPPEX to use a third party to process payments, and consent to the disclosure of your payment information to such third party. You further authorise IPPEX to bill such credit card:
 - (i) immediately for the Subscription Fees payable in respect of the initial Billing Period; and
 - (ii) subject to clause 14.1, at the start of each subsequent Billing Period;
 - (b) your approved purchase order information to IPPEX, IPPEX shall invoice you:
 - (i) on, or shortly after, the Order Date for the Subscription Fees payable in respect of the initial Billing Period; and
 - (ii) subject to clause 14.1, at least 45 days prior to each subsequent Billing Period, and other times during the Subscription Term when Fees (including Data Storage Fees and Consulting Fees) are payable,
- and you shall pay each invoice within 30 days from the date of such invoice, unless otherwise specified in the Order Form.
- 9.4 IPPEX may calculate taxes payable by you based on the billing information that you provide IPPEX at the time of purchase. You are responsible for all charges related to using the Subscription Services, including any data charges and currency exchange settlements.
- 9.5 Subject to clause 9.6, the Subscription Fee will remain fixed during the Subscription Term unless you exceed your Subscription Limits.
- 9.6 Notwithstanding clause 9.5, IPPEX may increase the Fees by notifying you at least 30 days before the end of the current Billing Period. Any Fee increase will take effect at the start of the next Billing Period. If you cancel your User Subscription, the Subscription Services will terminate at the end of your current Billing Period and no refunds will be issued for User Subscriptions that have been paid-for but not used.
- 9.7 IPPEX will remotely monitor or audit your use of the Subscription Services to determine whether you have exceeded any Subscription Limits and where this is the case, it may increase your Subscription Fees based on the Subscription Fees on the Pricing Page which correspond with

your current use of the Subscription Services pro-rated for the remainder of your Subscription Term.

- 9.8 If IPPEX makes modifications to the Subscription Limits set forth on the Pricing Page that would have a negative impact on your User Subscription, these modifications will not apply to your User Subscription until the start of your next Renewal Term. On renewal, the current Subscription Limits on the Pricing Page will apply to your User Subscription, unless you and IPPEX agree otherwise.
- 9.9 The Subscription Fees for subsequent Renewal Terms will apply as set out in your Order Form, subject to adjustment as specified above. If no renewal Subscription Fees are specified on your Order Form, then the then-current Subscription Fees on the Pricing Page will apply.
- 9.10 Where IPPEX has provided you with notice of non-payment of any Fees not paid by the due date for such Fees and, save where you have a genuine reason for disputing the invoice and are working in good faith to resolve the issue, you do not pay the full outstanding amount within 10 Business Days of such notice of non-payment, without prejudice to any other rights and remedies that IPPEX may have:
- (a) IPPEX may, without liability to you, disable your password, account and access to all or part of the Subscription Services and IPPEX shall be under no obligation to provide any or all of the Subscription Services while the invoice(s) concerned remain 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 Lloyds Bank plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.11 All amounts and Fees stated or referred to in this agreement:
- (a) shall be paid in the currency quoted at the time of your Order or any eligible currency notified to you by IPPEX from time to time;
 - (b) are, subject to clause 13.3(b), non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to IPPEX's invoice(s) at the appropriate rate.
- 9.12 If, at any time whilst using the Subscription Services, you exceed the amount of disk storage space specified in the Documentation, IPPEX shall charge you, and you shall pay, IPPEX's then current Fees for excess data storage. IPPEX's excess data storage Fees are set out on the Pricing Page.

10. Proprietary Rights

- 10.1 You acknowledge and agree that IPPEX and/or its licensors own all intellectual property rights in IPPEX Content, the Subscription Services and the Documentation. Except as expressly stated herein, this agreement does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of IPPEX Content, the Subscription Services or the Documentation.
- 10.2 IPPEX confirms that it has all the rights in relation to IPPEX Content, the Subscription Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 10.3 IPPEX encourages its customers to comment on the Subscription Services and/or Consulting Services, to provide suggestions for improving such services, and to vote on suggestions of others that they like. You agree that all such comments and suggestions will be non-confidential and that IPPEX owns all rights to use and incorporate them into the Subscription Services or Consulting Services, without payment or attribution to you.
- 10.4 IPPEX agrees and acknowledges that you own and retain all rights to the Customer Data. These Terms do not grant IPPEX any ownership rights to Customer Data. You grant permission to IPPEX and its licensors to use the Customer Data only as necessary to provide the Subscription Services and Consulting Services to you and as permitted by these Terms. If you are using the Subscription Services or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

11. Confidentiality

- 11.1 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 be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (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.

- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and 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.
- 11.3 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.
- 11.4 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 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6 You acknowledge that details of IPPEX Content, the Subscription Services, and the results of any performance tests of the Subscription Services, constitute IPPEX's Confidential Information.
- 11.7 IPPEX acknowledges that Customer Data is the Confidential Information of you.
- 11.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.9 You grant IPPEX the right to add your name and company logo to its customer list and website.
- 11.10 The above provisions of this clause 11 shall survive termination of this agreement, however arising.

12. Indemnity

- 12.1 You shall defend, indemnify and hold harmless IPPEX 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 your use of the Subscription Services and/or Documentation, provided that:

- (a) you are given prompt notice of any such claim;
 - (b) IPPEX provides reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - (c) you are given sole authority to defend or settle the claim.
- 12.2 IPPEX shall defend you, your officers, directors and employees against any claim that the Subscription Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
 - (a) IPPEX is given prompt notice of any such claim;
 - (b) you provide reasonable co-operation to IPPEX in the defence and settlement of such claim, at IPPEX's expense; and
 - (c) IPPEX is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, IPPEX may procure the right for you to continue using the Subscription Services, replace or modify the Subscription Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement immediately without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 12.4 In no event shall IPPEX, its employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
 - (a) a modification of the Subscription Services or Documentation by anyone other than IPPEX; or
 - (b) your use of the Subscription Services or Documentation in a manner contrary to the instructions given to you by IPPEX; or
 - (c) your use of the Subscription Services or Documentation after notice of the alleged or actual infringement from IPPEX or any appropriate authority.
- 12.5 The foregoing and clause 13.3(b) states your sole and exclusive rights and remedies, and IPPEX's (including IPPEX's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of liability

13.1 Except as expressly and specifically provided in this agreement:

- (a) you assume sole responsibility for results obtained from the use of the Subscription Services and the Documentation by you, and for conclusions drawn from such use. IPPEX shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to IPPEX by you in connection with the Subscription Services, or any actions taken by IPPEX at your 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;
- (c) IPPEX shall have no liability with respect to any service provided during a trial period or third-party products that you use;
- (d) IPPEX's licensors shall have no liability of any kind under this agreement; and
- (e) the Subscription Services and the Documentation are provided to you on an "as is" basis.

13.2 Nothing in this agreement excludes the liability of IPPEX:

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

13.3 Subject to clauses, 13.1 and clause 13.2:

- (a) IPPEX shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, 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;
- (b) subject to clauses 13.3(a) and 13.3(b), IPPEX's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Fees paid for the User Subscriptions and/or Consulting Services during the 12 months immediately preceding the date on which the claim arose.

14. Term and termination

14.1 These terms will come into effect when IPPEX accepts your Order and shall continue for the Initial Subscription Term (specified in your Order) and, thereafter, shall be automatically renewed for successive periods of the shorter of your Initial Subscription Term and 12 months (each a **Renewal Term**), unless:

- (a) you notify IPPEX of termination, in writing to cancel@ippexglobal.com, at least 14 days before the end of the Initial Subscription Term or any Renewal Term, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Term; or
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Terms shall constitute the **Subscription Term**.

14.2 There will be no refunds or early termination or if you decided to stop using the Subscription Services part way through your Subscription Term.

14.3 Without affecting any other right or remedy available to it, either party may terminate this agreement 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 10 Business Days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other 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 repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(d) to clause 14.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.4 You may terminate this provision under the provisions of clause 15.3.

14.5 Without affecting any other right or remedy available to it, IPPEX may terminate this Agreement with immediate effect by giving written notice to you if you undergo a change of Control.

14.6 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and you shall immediately cease all use of the Subscription Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) you no longer have a right to use the IPPEX Content;

- (d) IPPEX may destroy or otherwise dispose of any of Customer Data in its possession unless, IPPEX receives, no later than 30 days after the effective date of the termination of this agreement, a written request for the delivery to you of the then most recent Customer Data, or temporary access to the Subscription Services to retrieve the Customer Data. IPPEX shall use reasonable commercial endeavours to deliver any Customer Data to you within 30 days of its receipt of such a written request, provided that you have, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). If IPPEX provides you with temporary access to the Subscription Services, it may charge you a re-activation fee and may withhold access until this fee has been paid. You shall pay all reasonable expenses incurred by IPPEX in returning or disposing of Customer Data; and
- (e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Force majeure

- 15.1 IPPEX shall have no liability to you under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of IPPEX or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (a **Force Majeure Event**), provided that you are notified of such an event and its expected duration.
- 15.2 IPPEX will use reasonable efforts to mitigate the effect of any Force Majeure Event.
- 15.3 If a Force Majeure Event continues for a period in excess of fifteen (15) days you may terminate these Terms by notice in writing to IPPEX.

16. Third Party Providers

- 16.1 You acknowledge that the Subscription Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk.

- 16.2 IPPEX makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party.
- 16.3 Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not IPPEX. IPPEX recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. IPPEX does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Subscription Services.

17. Variation

- 17.1 IPPEX may update and change any part or all of these Terms from time to time, including the Fees associated with the use of the Subscription Service.
- 17.2 If IPPEX updates or change these Terms, the updated Terms of Service will be posted at <http://ippexglobal.com/terms-of-service> and IPPEX will let you know via email.
- 17.3 The updated Customer Terms of Service will become effective and binding on the next Business Day after posting to the website.
- 17.4 When IPPEX changes these Terms, the "Last Modified" date above will be updated to reflect the date of the most recent version. IPPEX encourages you to review the Customer Terms of Service periodically. If you do not agree with a modification to the Customer Terms of Service, you must notify IPPEX in writing within 30 days after receiving notice of modification. If you give IPPEX this notice, unless the modification has been made to enable IPPEX or you to comply with applicable laws and/or regulations, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by IPPEX on its website will apply.

18. Actions Permitted and Waiver

- 18.1 Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to these Terms may be brought by either party more than 12 months after the cause of action has accrued.

18.2 Subject to clause 18.1, no failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. 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.

20. Severance

20.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. Entire agreement

21.1 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.

21.2 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.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. Assignment

22.1 You shall not, without the prior written consent of IPPEX, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22.2 IPPEX may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Notices

25.1 Notice to IPPEX shall be sent to the following address: To IPPEX Global,
ippexcloud@ippexglobal.com

25.2 IPPEX may give notice to you using the following methods and using information submitted with your Order or recorded on your Subscription Services account:

- (a) by specific notice to you by email to your e-mail address; or
- (b) via the notifications centre of the Subscription Service.

25.3 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 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 fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender). An electronic notice sent by email will be deemed to be delivered on the date and time it is received on the receiver's server, and sent by any other means, 1 Business Day after posting.

25.4 It is your responsibility to ensure that the information that we hold for you is accurate and up-to-date.

26. Governing law

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

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Processing, Personal Data and Data Subjects

1. **Processing by IPPEX**
2. **Scope:** The management and storage of employee compensation and benefits information on behalf of a data subject's employer.
3. **Nature & purpose of processing:** To manage the process and information exchange between the employer and their payroll provider partner.
4. **Duration of the processing:** The duration of the agreement.
5. **Types of Personal Data:** Names, contact details, age, employment, remuneration and benefits information.
6. **Categories of Data Subject:** Employees.