

## SUBSCRIPTION AGREEMENT

*Last Updated: October 20, 2025*

This Subscription Agreement (“Agreement”) governs your access to and use of the BizBize community platform, including our website and mobile application (together, the “Platform”), and any related business services, features, or tools we make available through them (collectively, the “Services”).

This Agreement applies solely to business relationships and governs the use of the Platform by businesses, professionals, and self-employed individuals using the Platform for commercial purposes (the “Customer”). It does not apply to individual Users (defined below) who access the Platform solely for personal or non-commercial purposes. Individual Users are governed by our separate Terms of Service. If you are registering or using the Platform as an individual community member, please refer to our [Terms of Service](#).

This Agreement, together with any other applicable terms, policies, or agreements related to the Services, forms a legally binding contract between the Customer and BizBize (defined below).

By accepting this Agreement, either by registering an account, purchasing a subscription, or otherwise accessing or using the Services, you confirm that you have read, understood, and agreed to be bound by this Agreement, as well as our Terms of Service (“Terms”), Privacy Policy, Cookie Policy, and any other referenced policies or agreements.

BizBize and the Customer may be referred to herein collectively as the “Parties” or individually as a “Party”.

### Agreed terms

#### 1. Interpretation

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

**Affiliate:** means, with respect to a Party, any corporation, partnership, or other legal entity that directly or indirectly controls, is controlled by, or is under common control with that Party. For the purposes of this definition, “control” means (i) the direct or indirect ownership of more than fifty percent of the voting securities or equity interests in such entity, or (ii) the power to direct or cause the direction of the management and policies of such entity, whether through ownership, contractual rights, or otherwise.

**Add-On Services:** Supplementary paid services that may be purchased by the Customer to increase visibility or functionality, either through an Order Form or the Platform’s digital checkout page.

**Authorised Users:** any director, officer, employee, agent, consultant, or independent contractor of the Customer who is authorised by the Customer to access and use the Services in accordance with these Terms.

**BizBize:** BIZBIZE UK LTD, a company incorporated in England and Wales with company number 16388646, and registered office at 1b Stanley Road, London, United Kingdom, W3 8FT.

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

**Change of Control:** The beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company. The terms "controls," "controlled," and "change of control" shall be interpreted accordingly.

**Customer:** A business, professional, self-employed individual, or other commercial entity that uses the Platform for business purposes under this Agreement.

**Customer Content:** Any data, editorial information, text, posts, messages, images, video, audio, or other information uploaded, submitted, or otherwise made available by the Customer or its Authorised Users through the Platform or Services.

**Customer Data:** All data inputted by the Customer, its Authorised Users, or BizBize on the Customer's behalf for the purpose of using the Services or facilitating such use.

**Customer Material:** All assets, including trademarks, service marks, trade names, logos, software, designs, graphics, documents, or other branding or proprietary materials, provided or made available by the Customer to BizBize for the purpose of delivering or promoting the Services.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.

**Effective Date:** The date on which this Agreement is accepted by the Customer, whether by (a) completing online registration or subscription checkout on the Platform, or (b) executing an Order Form, whichever occurs first.

**Order:** The online checkout, electronic order, or written subscription form completed by the Customer and accepted by BizBize, specifying the applicable subscription tier, duration, and fees payable under this Agreement. An Order Form may take the form of (a) a digital order submitted through the Platform, or (b) a written order executed by both Parties. Each accepted Order Form forms part of, and is incorporated into, this Agreement.

**Platform:** The BizBize community platform, including its website and mobile application, through which the Services are provided.

**Premium Plan:** A paid subscription plan offered by BizBize that provides enhanced visibility and access to additional features and promotional tools within the Platform, as described on the Platform from time to time.

**Renewal Period:** the period described in clause 16.1.

**Services:** The Subscription and related online services provided by BizBize to the Customer under this Agreement, via the Platform or any other website or application notified to the Customer by BizBize from time to time.

**Software:** the online software applications provided by BizBize as part of the Services.

**Subscription Fees:** the subscription fees payable by the Customer to BizBize for the User Subscriptions, as set out in the Order.

**Subscription Term:** has the meaning given in clause 16.1 (the Initial Subscription Term together with any subsequent Renewal Periods).

**User Subscriptions:** the user subscriptions purchased by the Customer pursuant to clause 8.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

**Users:** Individuals who are members of the BizBize community using the Platform for personal or non-commercial purposes, governed by the Platform Terms of Service.

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

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

**“We”, “Us” or “Our”:** BizBize, which provides and operates the Platform and Services under this Agreement.

**“You” or “You”:** means the Customer that uses the Platform for commercial purposes ,in accordance with this Agreement.

## 2. User Subscriptions

- 2.1 Our Software and cloud-based Services enable the Customer to create, configure, and manage its business profile(s) on the Platform, which may be accessible by other community Users or third parties.
- 2.2 The features, functionality, and scope of the Service available to Customer will be determined as follows:
- (a) **Online Subscription.** where the Customer purchases a subscription through the Platform, the available features will correspond to the subscription tier selected during the online checkout process (for example, General Membership, Premium Plan, or Add-On Services);
  - (b) **Order Form.** where the Customer has executed an Order Form referencing this Agreement, the available features will correspond to those described in the Order Form.
- Each of the online checkout process and any executed Order Form is referred to as an “Order” and each Order is deemed incorporated into and made part of this Agreement.
- 2.3 The Customer acknowledges that access to certain features, functionality, or promotional tools may depend on the subscription tier or Add-On Services selected in the Order. Any upgrade, downgrade, or modification to the Customer’s subscription tier during the Subscription Term may result in (a) a change to the features or Service limits available to the Customer, and (b) an adjustment to the applicable Subscription Fees.
- 2.4 We may update, enhance, or modify the features of the Services from time to time to improve performance or security, ensure compliance, or add new functionality, provided such changes do not materially reduce the core functionality of the Services as described in the applicable Order. We will provide the Customer with reasonable prior notice of any material change to the Services that may significantly impact use of the Platform.
- 2.5 BizBize reserves the right to introduce new subscription tiers, pricing structures, or Add-On Services from time to time. BizBize may also amend or update the features, functionality, or terms of the Subscription Services, including applicable Subscription Fees. In the event of any such change, BizBize will provide the Customer with at least thirty (30) days’ prior written notice before the effective date of the updated terms or pricing. If the Customer does not agree to the changes, it may opt-out by terminating the affected Subscription before the effective date. Continued access to or use of the Services after the effective date of the change shall constitute the Customer’s acceptance of the updated terms and pricing.

### **3. Eligibility**

- 3.1 To access and use the Services, the Customer must register as a business entity on the Platform. The Customer is responsible for authorising its employees, agents, or contractors (“Authorised Users”) to access and use the Services on its behalf.
- 3.2 The Customer is responsible for:
- (a) managing access to the Services by its Authorised Users;
  - (b) ensuring that only those individuals who are authorised by the Customer access and use the Services; and
  - (c) ensuring that all Authorised Users comply with this Agreement and any applicable laws and regulations.
- 3.3 Each Authorised User must:
- (a) have the authority to use the Services on behalf of the Customer; and
  - (b) comply with the Agreement, the Terms of Service, and all applicable laws and regulations;
  - (c) ensure that all information submitted to the Platform is accurate, complete, and up to date, promptly notify us of any changes of such information.
- 3.4 BizBize reserves the right to suspend or disable access to the Services for any Authorised User who violates this Agreement, the Terms of Service, or applicable law.

### **4. Account**

- 4.1 Subject to the Customer’s compliance with this Agreement and payment of all applicable Subscription Fees, we grant the Customer a limited, non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, to permit its Authorised Users to access and use the Platform and Services during the Initial Subscription Term (and any Renewal Period) solely for the Customer’s internal business operations.
- 4.2 The rights under this clause 4 are granted exclusively to the Customer and shall not extend to any subsidiary or holding company of the Customer unless expressly agreed in writing by BizBize.
- 4.3 The Customer and its Authorised Users must not:
- (a) licence, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share, or otherwise commercially exploit or make the Services available to any third party except as expressly permitted by this Agreement;
  - (b) use the Services to process data on behalf of any third party other than Users interacting through the Platform;

- (c) modify, adapt, hack, or attempt to gain unauthorised access to the Services, Platform, or related systems or networks;
- (d) falsely imply any sponsorship, partnership, or association with BizBize;
- (e) use the Services in violation of any applicable law or regulation, including laws relating to privacy, data protection, or intellectual property;
- (f) use the Services to send unsolicited or unauthorised communications, including bulk email, spam, or chain messages;
- (g) store or transmit any Content or Materials that infringe or misappropriate the rights of any third party;
- (h) use the Services in a way that interferes with or degrades their performance or availability;
- (i) attempt to decipher, decompile, reverse engineer, or otherwise derive source code from the Platform or Software;
- (j) post, transmit, upload, link to, send, or store any unlawful, defamatory, abusive, obscene, hateful, discriminatory, or otherwise objectionable Content;
- (k) upload or distribute any viruses, malware, trojan horses, time bombs, or other harmful code;
- (l) use automated systems (including bots or crawlers) to access or interact with the Services beyond reasonable human activity;
- (m) use the Services for benchmarking or to develop a competing product or service;
- (n) use the Services in violation of this Agreement, the Terms of Service, or any of BizBize's policies; or
- (o) otherwise use or attempt to use the Services in a manner inconsistent with this Agreement.

4.4 To access the Services, the Customer must register for an account on the Platform ("**Account**") and provide accurate and complete registration details. BizBize may require additional information about the Customer or its beneficial owners ("**Additional Registration Data**"), including legal name, address, business description, and other verification details.

4.5 BizBize may use the information provided to verify the Customer's identity, business legitimacy, and eligibility to use the Services. The Customer must keep all registration data accurate and up to date and promptly notify BizBize of any changes. BizBize may suspend or terminate access if the information is inaccurate, incomplete, or cannot be verified.

4.6 The Customer shall remain fully liable for the acts and omissions of its Authorised Users and any breach of this Agreement by an Authorised User shall be deemed a breach by Customer. The

Customer is responsible for all activity occurring under its Account, including actions of its Authorised Users, and shall maintain the confidentiality of login credentials.

- 4.7 The Customer shall use all reasonable efforts to prevent unauthorised access to or use of the Services and shall immediately notify BizBize of any such unauthorised access or security incident. We may process login credentials for the provision of the Services or internal business purposes. The Customer is solely responsible for ensuring that its use of the Services to store and transmit Materials and Content complies with all applicable laws and regulations.
- 4.8 In relation to the Authorised Users, the Customer undertakes that:
- (a) each Authorised User shall keep a secure password for its use of the Services, that such password shall be changed no less frequently than two months, and that each Authorised User shall keep their password confidential;
  - (b) it shall permit BizBize or BizBize's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this Agreement.
- 4.9 The Customer shall not access, store, distribute or transmit any Viruses, or any Material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - (b) facilitates illegal activity;
  - (c) depicts sexually explicit images;
  - (d) promotes unlawful violence;
  - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - (f) is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any Material that breaches the provisions of this clause 4.

## **5. BizBize's obligations**

- 5.1 BizBize shall perform the Services substantially with reasonable skill and care. Our obligations in this clause 5 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to BizBize's instructions, or modification or alteration of the Services by any party other than BizBize or BizBize's duly authorised contractors or agents. If the Services do not conform with this clause 5, we will use reasonable commercial endeavours to correct any such non-conformance.

5.2 BizBize:

- (a) does not warrant that:
  - (i) the Customer's use of the Services will be uninterrupted or error-free;
  - (ii) that the Services, and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
  - (iii) the Software or the Services will be free from Vulnerabilities or Viruses.
- (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 the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

**6. Customer's obligations**

6.1 The Customer shall:

- (a) provide BizBize with:
  - (i) all necessary co-operation in relation to this Agreement; and
  - (ii) all necessary access to such information as BizBize may reasonable require, including Customer Data, security access information and configuration services, to enable the provision of the Services.
- (b) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out its responsibilities under this Agreement in a timely and efficient manner. If the Customer delays or fails to provide any required assistance, BizBize may adjust any delivery schedule as reasonably necessary and will not be liable for any failure to deliver the Services to the extent caused by such delay;
- (d) ensure that Authorised Users use the Services in accordance with this Agreement and remain responsible for any breach by an Authorised User;
- (e) obtain and maintain all licences, consents, and permissions necessary for BizBize, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the specifications reasonably provided by BizBize from time to time; and
- (g) except as otherwise expressly provided in this Agreement, be solely responsible for procuring and maintaining its own network connections and telecommunications links to BizBize's data centres and for all issues arising from such connections or the internet..

- 6.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 6.3 The Customer may stop participating as a Customer at any time by deleting its Account in accordance with the Terms. Deleting an Account does not affect the Customer's obligations that survive termination under this Agreement or any other policy or written agreement with BizBize.
- 6.4 If the Customer uses the Platform to announce events, BizBize does not facilitate money transactions or payments between the Customer and Users. The Customer is solely responsible for processing refunds and resolving disputes with Users. BizBize shall have no liability for fraudulent transactions or invalid tickets. The Customer must establish and communicate a clear refund policy for each event and act as the primary contact for Users regarding refunds and related inquiries.
- 6.5 If the Customer organises any sweepstakes, contest, game, marketing campaign, promotional offering, or similar activity (a "**Promotion**"), the Customer is solely responsible for the Promotion and all liabilities arising from it and agrees to:
- (a) provide clear and legally compliant rules for the Promotion;
  - (b) ensure the Promotion complies with all applicable laws and regulations; and
  - (c) handle all administration, prize distribution, and participant communications.
- 6.6 If you send marketing Materials and other messages to the individual Users via the Platform, you agree that your messaging activities (a) will not violate any privacy policies under which the recipient addresses or other information were gathered; and (b) will comply with all applicable laws, rules, and regulations.
- 6.7 If the Customer uses the Platform to send marketing materials or messages to individual Users, the Customer represents and warrants that:
- (a) Such communication will comply with all applicable laws (including the Data Protection Legislation);
  - (b) No message will violate any privacy policy under which recipient data was collected.
- 6.8 The Customer and its Authorised Users shall at all times comply with BizBize's [Community Rules](#), which form part of this Agreement by reference. The Community Rules set out the standards of conduct expected within the Platform, including prohibitions on discrimination, harassment, hate speech, and unethical behaviour. BizBize may suspend or terminate the Customer's access to the Platform for any material breach of the Community Rules.

## 7. Proprietary Rights

- 7.1 The Customer acknowledges and agrees that BizBize and/or its licensors own all Intellectual Property Rights in and to the Platform, the Software, and the Services, including all enhancements, updates, and derivative works thereof. Except as expressly provided in this Agreement, no rights or licences are granted to the Customer in respect of any patents, copyrights, database rights, trade secrets, trade names, trademarks (registered or unregistered), or any other intellectual property rights belonging to BizBize.
- 7.2 BizBize confirms that it has, and will maintain throughout the Subscription Term, all necessary rights in relation to the Services to grant the rights it purports to grant under this Agreement.
- 7.3 **Customer Material.** During the Subscription Term, the Customer grants BizBize a limited, non-exclusive, worldwide, royalty-free licence, with the right to sub-license to BizBize's service providers, to use, copy, display, host, reproduce, distribute, modify, adapt, and create derivative works of any materials made available to BizBize by the Customer, including but not limited to software, trademarks, service marks, logos, images, text, audio, video, or other Content and Materials (collectively, "Customer Materials"), solely for the purpose of providing, operating, promoting, and improving the Services in accordance with this Agreement.
- 7.4 If the Customer Materials include any branding elements such as logos or trademarks, BizBize shall use those elements only in accordance with the Customer's reasonable written instructions and solely for the purposes of the Services.
- 7.5 The Customer grants BizBize a non-exclusive, worldwide, royalty-free, fully paid, transferable, sub-licensable, and irrevocable license and right to collect, host, store, access, process, transmit, analyse, and otherwise use data, information, and other Content and Materials submitted to, stored, or otherwise processed by the Services ("**Customer Content**") and data relating to the use or performance of the Service:
- (a) during the Subscription Term, to perform BizBize's obligations and exercise its rights under this Agreement; and
  - (b) in perpetuity, in aggregated and anonymised form that does not identify the Customer or any individual and does not constitute personal data, to improve, develop, and enhance BizBize's products and services and for other lawful business purposes.
- 7.6 The Customer acknowledges that the Service may include content, data, or materials provided by third parties, including other customers or individual users ("**Third-Party Materials**"). BizBize does not endorse and is not responsible for any Third-Party Materials, which the Customer accesses at its own risk. BizBize may, in its sole discretion, remove or restrict access to any Customer Materials, Customer Content, or Third-Party Materials that it reasonably believes violate this Agreement, the Community Rules, or applicable law.

## 8. Subscriptions

- 8.1 BizBize offers Customers access to paid features and enhanced visibility tools (the “**Subscription Services**”) under defined subscription plans (each a “**Premium Plan**”). Premium Plans are available on a monthly, six-month, or annual basis. The specific features, functionality, and usage limits of each plan are described at the time of purchase in the relevant Order or on the online checkout page. The Customer is responsible for reviewing the details of its selected Premium Plan carefully before completing the Order.
- 8.2 In addition to the Premium Plans, Customers may purchase advertising and promotional features forming part of BizBize’s Ads-On Services. These Add-On Services allow Customers to increase their visibility across the Platform by publishing advertisements or sponsored listings containing their own content (“**Social Ads**”). Once a Social Ad is submitted through the Social Ad Service, the Customer may modify limited information via the available editing functionality and may pause or delete any active Social Ad at any time.
- 8.3 Add-On Services include:
- (a) priority placement within the Let’s Work business directory (“business listing”);
  - (b) featured advertising on selected sub-pages such as Let’s Chat, Let’s Read, Let’s Work, or Let’s Meet (“sub-site ad space”); and
  - (c) premium promotional space on the BizBize homepage (“homepage ad space”).
- 8.4 The scope, duration, and applicable fees for each Add-On Service are set out in the relevant Order or on the online checkout page at the time of purchase. Unless there is a specific agreement confirmed in writing, Add-On Services renew on the same cycle as the underlying Subscription Plan. The Customer shall comply with the rules of any third-party platforms it interacts with in connection with Add-On Services, and BizBize shall have no liability for issues arising from the Customer’s use of such platforms.
- 8.5 BizBize may offer a paid Subscription or Add-On Services on a free trial basis (“**Free Trial**”) for a specified period. The applicable terms of any Free Trial will be provided at sign-up and/or in the promotional materials describing the offer. Free Trials cannot be combined with other offers and are available only to Customers who have not previously accessed the relevant Service. By agreeing to a Free Trial, the Customer also agrees to sign up for a paid Subscription as described herein. Unless the Subscription is cancelled prior to the end of the Free Trial, BizBize or its payment processor will automatically charge the Customer’s payment method on a recurring basis for the Subscription Fee (including applicable taxes) until cancellation. BizBize reserves the right to modify or withdraw any Free Trial at any time without notice.
- 8.6 BizBize may, at its sole discretion, make available to Customers certain custom offers, sponsorship or promotional arrangements (collectively, “**Offers**”) which are separate from the standard Subscription or Add-On Services made available through the Platform.

- (a) Each Offer shall be governed by the specific terms and conditions communicated to the Customer in writing (including by email) and accepted by the Customer (the “Offer Terms”). The Offer Terms shall supplement and form part of this Agreement upon such acceptance.
- (b) No Offer, proposal, or discussion shall be binding on BizBize unless and until confirmed in writing by BizBize.
- (c) In the event of any inconsistency or conflict between this Agreement and the applicable Offer Terms, the Offer Terms shall prevail solely with respect to the subject matter of the relevant Offer, unless expressly stated otherwise in writing.
- (d) Each Offer shall constitute a distinct and limited commercial arrangement. Unless expressly agreed in writing, no Offer or Offer Terms shall amend, vary, or extend the general rights, obligations, or liabilities of either Party under this Agreement.

## **9. Fees and Charges**

- 9.1 When the Customer subscribes to a Premium Plan, it shall pay the Subscription Fee in advance of the billing period and at the rate in effect at the time of purchase. Subscription Fees may be updated from time to time in accordance with clause 9.10.
- 9.2 All payments are processed via BizBize’s third-party payment processor (including, without limitation, Stripe, Inc.). BizBize does not act as a payment intermediary and is not responsible for processing errors, chargebacks, or disputes. Customers should review the payment processor’s applicable terms and conditions (for example, the [Stripe Services Agreement](#)) for further details.
- 9.3 On the Effective Date, the Customer shall provide valid, complete and up-to-date payment and billing information. By doing so, the Customer authorises BizBize (or its payment processor) to charge the chosen payment method for:
  - (a) the Subscription Fee for the initial subscription period, and
  - (b) any subsequent renewal periods, without further notice, unless the Customer cancels before the next Renewal Period.
- 9.4 Customers are responsible for ensuring that their payment details remain accurate and up-to-date.
- 9.5 Monthly Subscriptions renew automatically on the calendar day corresponding to the start date. Six-month or Annual Subscriptions renew on the corresponding anniversary date. BizBize will provide a renewal reminder at least 30 days before the renewal of a six-month or annual Subscription.
- 9.6 The Customer is responsible for all recurring payment obligations unless cancellation or termination takes effect. The Subscription continues until cancelled by the Customer or

terminated by BizBize in accordance with this Agreement or the Terms. Customers are advised to retain proof of cancellation for their records.

- 9.7 If payment is not received within 30 days after the due date, and without prejudice to any of its rights and remedies, BizBize may, on no less than 5 Business Days' notice to the Customer and without liability to the Customer, suspend or disable the Customer's password, account, and access to all or part of the Services. BizBize shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 9.8 All amounts and fees stated or referred to in this Agreement:
- (a) shall be payable in pounds sterling;
  - (b) are, subject to **Error! Bookmark not defined.**10, non-cancellable and non-refundable; and
  - (c) are exclusive of value added tax, which shall be added to BizBize's invoice(s) at the appropriate rate.
- 9.9 All Subscription Fees and other charges are exclusive of applicable taxes, including but not limited to value-added tax (VAT), sales tax, or other similar taxes. Customers are responsible for paying any applicable taxes associated with their Subscription, as required by law. If any taxes are required to be withheld under applicable law, the Customer shall gross up the payment to ensure that BizBize receives the full amount of the Subscription Fee. BizBize shall not be responsible for any taxes or duties owed by the Customer.
- 9.10 BizBize may increase Subscription Fees or Add-On Service prices at its discretion by providing the Customer with at least 30 days' prior written notice. We encourage Customers to review the updated fees and assess their continued use of the Subscription Services.

## **10. Cancellation and Refunds**

- 10.1 The Customer may cancel its Subscription at any time through its Account's billing page or by contacting BizBize at [info@bizbize.uk](mailto:info@bizbize.uk). Unless otherwise specified in the Order or promotional terms, all fees are non-refundable, including for early termination or non-use of the Services. Refund requests meeting the applicable refund criteria must be submitted within 30 days of the purchase date and will be processed within 7 Business Days after approval.
- 10.2 Refunds will not be granted for violations of this Agreement or the Terms of Service. Refunds will not be provided for failure to use the Platform, for any unused Services or time remaining on the Subscription, or for billing issues beyond 30 days from the initial purchase date.

## **11. Data protection**

- 11.1 For the purposes of applicable Data Protection Legislation, BizBize acts as a data controller solely in relation to the personal data it processes for its own purposes within the scope of the Platform. The Customer acknowledges that, where it processes personal data for its own purposes via the Platform, it acts as an independent data controller and is solely responsible for ensuring compliance with all applicable Data Protection Legislation, including but not limited to obtaining any necessary consents and providing appropriate privacy notices.
- 11.2 The Platform includes a designated area where the Customer may upload its privacy policy. The Customer shall ensure that its privacy policy is accurate, up-to-date, and compliant with applicable Data Protection Legislation. The Customer is responsible for providing any necessary notices and obtaining any required consents from data subjects in relation to its data processing activities.
- 11.3 Each party shall comply with its respective obligations under applicable Data Protection Legislation. The Customer shall ensure that any personal data it processes via the Platform is collected, disclosed, and processed lawfully, fairly, and transparently. The Customer shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage.
- 11.4 The Customer shall also notify BizBize without undue delay of any personal data breach affecting data processed via the Platform that may impact BizBize. The notification shall include sufficient details to enable parties to meet its own reporting obligations under applicable Data Protection Legislation.
- 11.5 The Customer shall indemnify and hold BizBize harmless against any claims, damages, or penalties arising from the Customer's failure to comply with its obligations under this clause or applicable Data Protection Legislation.
- 11.6 The Customer shall cooperate with BizBize in relation to any data protection compliance obligations, including providing information reasonably requested by BizBize to demonstrate compliance with this clause. BizBize reserves the right to audit the Customer's compliance with its data protection obligations, provided that such audits are conducted with reasonable notice.

## **12. Third party providers**

- 12.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. BizBize 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 the Customer, with any such third party.

12.2 Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not BizBize. We recommend that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. BizBize does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

### **13. Indemnity**

13.1 The Customer shall defend, indemnify and hold harmless BizBize against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) BizBize provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

13.2 In no event shall BizBize, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than BizBize; or
- (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by BizBize; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from BizBize or any appropriate authority; or
- (d) the Customer Data; or
- (e) the Customer's breach of this Agreement.

### **14. No Warranty**

14.1 Nothing in this clause shall exclude or limit any warranty, liability, or remedy to the extent that such exclusion or limitation is prohibited by applicable law. Where any implied terms cannot be excluded under applicable law, such terms shall apply only to the minimum extent required by law.

14.2 Except as expressly and specifically provided in this Agreement:

- (a) The Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. BizBize shall have no liability for any damage, loss, or expense arising from errors or omissions in any Customer Data, information, instructions, or scripts provided to BizBize by the Customer

in connection with the Services, or any actions taken by BizBize at the Customer's direction;

- (b) all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute, common law, or otherwise are, to the fullest extent permitted by applicable law, excluded from this Agreement;
- (c) the Services are provided to the Customer strictly on an "as is" and "as available" basis.

14.3 BizBize does not warrant, represent, or guarantee that:

- (a) the Services will be uninterrupted, secure, timely, error-free, or free from viruses, malware, or other harmful components;
- (b) the Services will meet the Customer's specific requirements or achieve any intended results; or
- (c) any data, content, or information provided through the Services will be accurate, complete, reliable, or up-to-date.

14.4 The Customer acknowledges and agrees that use of the Services is at its sole risk. BizBize shall not be responsible for any delays, interruptions, delivery failures, or other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

14.5 BizBize disclaims all liability for the acts, omissions, or content of third parties, including but not limited to third-party service providers, networks, and other Users of the Platform. No advice or information, whether oral or written, obtained by the Customer from BizBize or through the Services shall create any warranty not expressly stated in this Agreement.

## **15. Limitation of liability**

15.1 Nothing in this Agreement excludes the liability of BizBize for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded or limited by law.

15.2 Subject to clause 14 and clause 15.1,

- (a) BizBize shall have no liability for:
  - (i) any loss of profits;
  - (ii) loss of business;
  - (iii) wasted expenditure;

- (iv) depletion of goodwill and/or similar losses;
  - (v) loss or corruption of data or information; or
  - (vi) any special, indirect or consequential loss, costs, damages, charges or expenses;
- and

- (b) BizBize's total aggregate liability to the Customer, for all claims arising under or in connection with this Agreement shall not exceed the total Subscription Fees paid by the Customer during the Contract Year in which the event giving rise to the claim occurred.

15.3 Nothing in this Agreement limits or excludes the Customer's liability for breach, infringement, or misappropriation of BizBize's Intellectual Property Rights, or for the Customer's indemnity obligations under clause 13.

## **16. Term and termination**

16.1 This Agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date of the Order. The Agreement shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive terms equal in length to the Initial Subscription Term or such other length as may be specified in the Order (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

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

16.2 We reserve the right to modify, suspend, or terminate the Service and Subscription, the Customer Account, or right to access and use the Service, and remove, disable, or discard any Customer Materials and Content, in each case if we believe that the Customer has violated this Agreement. We will have no liability to the Customer or any Authorised Users for taking the foregoing actions. Unless legally prohibited from doing so, we will use commercially reasonable efforts to contact the Customer directly via email to notify the Customer upon taking any of the foregoing actions.

16.3 We may terminate this Agreement immediately in the event of a material breach of this Agreement by the Customer. In no event will termination of this Agreement relieve the Customer of the Customer obligation to pay any fees payable to BizBize under this Agreement.

16.4 On termination of this Agreement for any reason:

- (a) all licences granted to the Customer shall immediately terminate and the Customer shall immediately cease all use of the Services and BizBize will have no obligation to continue providing Service; and
  - (b) 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.
- 16.5 Sections 4.9, 6.1, 8, 9, 10, 11, 12, 13, 14, 15, 15.3, 16.4, 17 will survive the expiration or termination of this Agreement.

## **17. General Terms.**

- 17.1 **Force majeure.** Neither party shall be in breach of this Agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving not less than 7 days' written notice to the affected party.
- 17.2 **Conflict.** If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement prevail.
- 17.3 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 17.4 **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.
- 17.5 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.6 **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

- 17.7 **Assignment.** The Customer shall not, without the prior written consent of BizBize, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. BizBize may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 17.8 **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).
- 17.9 **Third party rights.** Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 17.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this Agreement. No counterpart shall be effective until each party has provided to the other at least one executed counterpart.
- 17.11 **Notices.** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
    - (i) BizBize: [info@bizbize.uk](mailto:info@bizbize.uk)
    - (ii) Customer: electronic email address associated the Customer Account.

Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.12 **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 interpreted in accordance with the law of England and Wales.

17.13 **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).

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