

DATED

2023

COMPLIANCE CHAIN LIMITED

ONLINE TERMS AND CONDITIONS

Brabners

- A. This Contract is made up of the following:
- i. The Account Details (entered online).
 - ii. The Terms and Conditions.
 - iii. Any Mandatory Policies (our business policies and codes as notified by us to you, and as amended by notification to you, from time to time).
 - iv. The Member Guide.
- B. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.
- C. The Contract commences and comes into force on the date you received Registration Confirmation (**Start Date**). Our obligations under the Contract commence once we have received payment of your initial fee. The Contract shall continue for an initial term of 12 (twelve) months from the Start Date (Initial Term) and subsequent 12 (twelve) month periods commencing on the anniversary of the Start Date (Subsequent Term) unless and until terminated in accordance with the terms of this Contract. Unless and until terminated or varied in accordance with this Contract, the Contract will automatically renew on an annual basis and any annual Charges will be payable upon each anniversary of the Start Date.

TERMS AND CONDITIONS

IT IS AGREED THAT:

Your attention is particularly drawn to the provisions of clause 9 (Limitation of liability).

1. Our Contract With You

- 1.1 **Our contract.** These terms and conditions (**Terms and Conditions**) apply to the registration of membership by you and supply of services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 1.3 **Language.** These Terms and Conditions and the Contract are made only in the English language.
- 1.4 **Your copy.** You should print off a copy of these Terms and Conditions or save them to your computer for future reference.

2. Applying for A Membership And Its Acceptance

- 2.1 **Applying for your membership.** Please follow the onscreen prompts to apply for your membership. You may only submit a request using the method set out on www.compliancechain.co.uk (the **CC website**). As part of your application, you will choose the services you would like to purchase. Each application for membership is an offer by you to buy the services specified in the registration (**Services**) as described in the Member Guide including the selected Service Nodes and Supply Chain Management Package and Additional Services (if any), subject to these Terms and Conditions. Registration requirements are set out on the CC website and may be amended from time to time. If we do not receive a completed application we will be unable to process your application for membership.
- 2.2 **Correcting input errors.** Our application process allows you to check and amend any errors before submitting your application to us. Please check the application carefully before confirming it. You are responsible for ensuring, and you warrant, that your application and any information provided to us is current, complete, accurate and not misleading.

- 2.3 **Acknowledging receipt of your application.** After you place your application, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your application has been accepted. Our acceptance of your application will take place as described in clause 2.4.
- 2.4 **Accepting your application.** Our acceptance of your application takes place when we send an email to you to accept it (**Registration Confirmation**), at which point and on which date the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Registration Confirmation.
- 2.5 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your application.

3. **Our Services**

- 3.1 **Inclusion in CC database.** Upon completion of registration and upon our receipt of payment of your initial fee, if eligible we will include your data on our database (the **CC database**). During the term of the Contract, you shall be entitled to use the CC database for the sole purpose of receiving the Services and identifying parties with whom you can buy and supply products, services and works.
- 3.2 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 3.3 **Compliance with specification.** Subject to any amendments under this Contract and our right to amend the specification (see clause 3.4) we will supply the Services to you in accordance with the specification for the Services in the Member Guide at the date of your order in all material respects.
- 3.4 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you of any such amendment.
- 3.5 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 3.6 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

4. **Your Obligations**

- 4.1 It is your responsibility to ensure that:
- 4.1.1 the terms of your membership are current, complete, accurate and not misleading;
 - 4.1.2 you cooperate with us in all matters relating to the Services;
 - 4.1.3 you provide us, our employees, agents, consultants and subcontractors, with access to your personnel, records and facilities as we may reasonably require to ensure compliance with these Terms and Conditions;
 - 4.1.4 you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5 you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 4.1.6 you comply with all applicable laws and regulations with respect to your activities under this Contract;

- 4.1.7 you carry out all other your responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 4.1.8 ensure that your users use the Services and CC website and database in accordance with the terms and conditions of this Contract and shall be responsible for any of your users' breach of this Contract;
 - 4.1.9 you obtain and shall maintain all necessary licences, consents, and permissions necessary for us, our contractors and agents to perform their obligations under this Contract, including without limitation the Services;
 - 4.1.10 your network and systems comply with the relevant specifications provided by us from time to time;
 - 4.1.11 you keep all of our materials, equipment, documents and other property (**Our Materials**) in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation.
- 4.2 You shall have sole responsibility for
- 4.2.1 procuring, maintaining and securing your network connections and telecommunications links from its systems to the CC website and database, 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.
 - 4.2.2 the legality, reliability, integrity, accuracy and quality of all data and information you provide to us and submit to the CC website and database.
- 4.3 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 4.1 (**Your Default**):
- 4.3.1 we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 12 (Termination);
 - 4.3.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
 - 4.3.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- 4.4 You shall defend, indemnify and hold us harmless 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 Services.
- 4.5 You will
- 4.5.1 not exceed any maximum number of users stated by us, that are authorised to access and use the Services and CC website and database;
 - 4.5.2 ensure your users keep secure passwords which are changed regularly and kept confidential;
- 1.1.1 not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:
 - 1.1.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

- 1.1.1.2 facilitates illegal activity;
- 1.1.1.3 depicts sexually explicit images;
- 1.1.1.4 promotes unlawful violence;
- 1.1.1.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 1.1.1.6 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 you, to disable your access to any material that breaches the provisions of this clause.

- 1.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the CC website and database in any form or media or by any means;
- 1.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the CC website and database;
- 1.1.3 access all or any part of the Services, CC website and database in order to build a product or service which competes with the Services, CC website and database; or
- 1.1.4 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, CC website and database and, in the event of any such unauthorised access or use, promptly notify us.

2. **Charges**

- 2.1 In consideration of us providing the Services you must pay our charges (**Charges**) in full in accordance with clauses 5 and 6.
- 2.2 The Charges are the prices applicable to your membership category, annual turnover, Service Nodes, Supply Chain Management Package quoted in our Member Guide at the time you submit your membership and any other agreed Additional Services and Charges.
- 2.3 Charges are payable annually and will be taken automatically each twelve-month period rolling from your first registration date and each subsequent anniversary unless and until terminated in accordance with this Contract.
- 2.4 You acknowledge that part of our fee structure is set against Member Turnover, Service Nodes and Supply Chain Management Packages if your details or requirements change, we will modify the Charges accordingly. You must advise us of any change to your Account Details or requirements without delay.
- 2.5 If you wish to change the scope of the Services after we accept your application, and we agree to such change, we will modify the Charges accordingly.
- 2.6 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 5.9 for what happens if we discover an error in the price of the Services you requested.
- 2.7 We reserve the right to increase the Charges on an annual basis with effect from each anniversary of the Start Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Start Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 2.8 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

2.9 It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. Where the correct price for the Services is less than the price stated on our site, we will charge the lower amount and if the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

3. How to Pay

3.1 Payment for the Services is in advance. We will take your first payment upon acceptance of your membership request and will take subsequent payments at the appropriate period (monthly, quarterly or annually) in advance.

3.2 You can pay for the Services using a debit card or credit card or direct debit. For direct debit payments, your designated bank account will be charged automatically at the appropriate period (monthly, quarterly or annually). You authorise us to take such payments in accordance with this Contract. We will send you an electronic invoice within seven days of the beginning of the month following payment. Alternatively, at our discretion, we may invoice you for the Services. Any such invoice shall be payable by you to us within 7 (seven) days of the date of the invoice.

3.3 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 12 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.3 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

3.4 All amounts and fees stated or referred to in this Contract shall be payable in pounds sterling and are non-cancellable and non-refundable.

3.5 You will pay all amounts due under this Contract in full, without set-off or withholding any amount in respect of monies we may owe you.

4. Intellectual Property Rights

4.1 All intellectual property rights (including any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.

4.2 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you.

5. How We May Use Your Data Personal Information

5.1 We will use any data and personal information you provide to us to:

5.1.1 provide the Services to you and other members;

5.1.2 process your payment for the Services; and

- 5.1.3 inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.
- 5.2 We will process your data and personal information in accordance with our Privacy Policy [\[INSERT LINK\]](#), the terms of which are incorporated into this Contract.
6. **Limitation of Liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 6.1 You are responsible for making your own arrangements for the insurance of any losses.
- 6.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 6.2.1 death or personal injury caused by negligence;
- 6.2.2 fraud or fraudulent misrepresentation; and
- 6.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 6.3 Subject to clause 9.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 6.3.1 loss of profits;
- 6.3.2 loss of sales or business;
- 6.3.3 loss of agreements or contracts;
- 6.3.4 loss of anticipated savings;
- 6.3.5 loss of use or corruption of software, data or information;
- 6.3.6 loss of or damage to goodwill; and
- 6.3.7 any indirect or consequential loss.
- 6.4 Subject to clause 9.2, our total aggregate liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the lesser of £10,000 or 100% of the total Charges paid under the Contract in the calendar year of any claim.
- 6.5 We have given commitments as to compliance of the Services with the relevant specification in clause 3.3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of you having grounds to make a claim in respect of the event and shall expire 6 (six) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 6.7 Except as expressly and specifically provided in this Contract, the Services and any deliverables are provided to you on an "as is" basis and we shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by us to you in connection with the Services, or any actions taken by us at your direction;
- 6.8 Nothing in this Contract excludes your liability for any breach, infringement or misappropriation of our intellectual property rights.
- 6.9 This clause 9 will survive termination of the Contract.

7. **No Warranty**

7.1 We are not responsible for and do not warrant that:

- 7.1.1 your use of the Services, and CC website and database, will be uninterrupted or error-free;
- 7.1.2 the Services and CC website and database will be free from vulnerabilities or viruses;
- 7.1.3 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 Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8. **Confidentiality**

8.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 11.2.

8.2 We each may disclose the other's confidential information:

- 8.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 11; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

9. **Termination, Consequences of Termination and Survival**

9.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- 9.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 (fourteen) days of you being notified in writing to do so;
- 9.1.2 you fail to pay any amount due under the Contract on the due date for payment, including any renewal payments;
- 9.1.3 you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 9.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- 9.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy;

- 9.1.6 you undergo a change of control (as defined in section 1124 of the Corporation Tax Act 2010).
- 9.2 You may terminate this Contract by giving at least 30 days written notice prior to expiry of the Initial Term or any Subsequent Term. Following any such valid notice of termination the Contract will terminate upon the expiry of the relevant Initial Term or Subsequent term following such notice. You will not be entitled to any refund of any Charges paid. You will be removed from the CC database, and your rights to use the CC database will terminate, immediately upon receipt of any such valid notice of termination.
- 9.3 **Consequences of termination**
- 9.3.1 On termination of the Contract
- 9.3.1.1 you will be removed from the CC database, and your rights to use the CC database will terminate, immediately upon receipt of any such valid notice of termination.
- 9.3.1.2 you must return all of Our Materials and any deliverables which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.
- 9.3.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- 9.4 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.
10. **Events Outside Our Control**
- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 10.2.1 we will contact you as soon as reasonably possible to notify you; and
- 10.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
11. **Non-solicitation**
- You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.
12. **Communications Between Us**
- 12.1 When we refer to “in writing” in these Terms, this includes email.
- 12.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 12.3 A notice or other communication is deemed to have been received:

- 12.3.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 12.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - 12.3.3 if sent by email, at 9.00 am the next working day after transmission.
- 12.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 12.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.
13. **General**
- 13.1 **Interpretation.** Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to **writing** or **written** includes electronic communication and email.
- 13.2 **Third Party Providers.** You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties including via third-party websites and that you do so solely at your own risk. We make 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 or third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We do not endorse or approve any third-party, third-party services, nor the content of any of the third-party website made available via the Services.
- 13.3 **Assignment and transfer**
- 13.3.1 We may assign or transfer our rights and obligations under the Contract to another entity.
- 13.3.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 13.4 **No Partnership or Agency.** Nothing in this Contract 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).
- 13.5 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 13.6 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 13.7 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 13.8 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 13.9 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.