

Terms of Service



SCHEMESERVE

These conditions (**Conditions**) shall be incorporated into each contract (**Contract**) between SchemeServe Limited (**SchemeServe**) and the customer (**Customer**) for which purpose any reference to Contract is deemed to include the Customer's service order form (**Service Order Form**) these Conditions, our Privacy Policy, our Data Protection Addendum and any additional policies, guidelines or notices (**Policies**) which have been expressly incorporated into the Contract. Any reference to Customer shall mean the person, business or company named on the Service Order Form. There are various types of users of SchemeServe, thus, except where indicated otherwise "Customer" shall refer to the Customer and all types of users at that Customer.

SchemeServe reserves the right to make changes to these Conditions, such as adding new functions or features to the Services, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons deemed necessary, at SchemeServe's sole discretion. The most current version of these Conditions can be found at <https://www.schemeserve.com/terms-and-conditions>. When SchemeServe makes material changes to these Conditions, the Customer will be provided with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Services or by sending the Customer an email. The Customer's continued use of the Services after the changes have been implemented, notwithstanding clause 2.4.2 (Contract Term & Renewal), will constitute acceptance of the changes unless otherwise agreed by the parties in writing.

1 SCHEMESERVE SERVICES, OBLIGATIONS & RESPONSIBILITIES

- 1.1 SchemeServe will provide to the Customer the services described in Service Order Form which shall include the software services (**SaaS**), Obsessive Support and professional services (**Professional Services**) (together, the **Services**) for the Term subject to the terms of the Contract and the Customer not being barred from receiving the Services under the laws of the United Kingdom. The Customer shall, if requested by SchemeServe, provide current and accurate identification, contact, and other information as part of the registration process and/or continued use of the Services.
 - 1.2.1 The Customer is solely responsible for maintaining confidentiality of user account passwords and for maintaining passwords that cannot be easily guessed or cracked. The Customer shall immediately notify SchemeServe of any unauthorised use of account passwords or account or any other breach of security. SchemeServe will not be liable to the Customer or any other party for any loss or damage arising from the Customer's failure to provide accurate information or to keep passwords secure.
 - 1.2.2 SchemeServe shall also ensure that its personnel and third parties cannot access Customer passwords from SchemeServe systems.
- 1.3 **SchemeServe Responsibilities:** SchemeServe shall: (i) provide our Obsessive Support for the SaaS to the Customer, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the SaaS available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SchemeServe shall, wherever possible, give at least 8 hours' notice via email or via the Services and which SchemeServe shall wherever possible, schedule to take place outside of normal office hours in the UK unless otherwise agreed), or (b) any unavailability caused by circumstances beyond the reasonable control of SchemeServe, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving SchemeServe employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services with reasonable skill and care and in accordance with applicable laws, Schedules of work, branding designs and security requirements.
- 1.4 **SchemeServe Protection of Customer Data:** SchemeServe shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer's data, which for the purpose of this Contract shall include data or information, licensed to or otherwise relating to the Customer and any it's end users of the SaaS (including its members/policyholder) which is either:
 - 1.4.1 provided by or on behalf of the Customer or its end users to SchemeServe in connection with Contract or uploaded to the SaaS when accessing, using or receiving the SaaS;
 - 1.4.2 related, developed or generated by or on behalf of the Customer or its end users while accessing, using or receiving the Services or otherwise in connection with the Contract; and
 - 1.4.3 Personal Data as defined in the Data Protection Addendum.

in each case in whatever form that data and information may exist and of whatever nature including text, drawings, diagrams, images and sounds.



- 1.5 **Customer Data:** SchemeServe shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law in accordance with clause 5.1 or as expressly permitted in writing by the Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer request in connection with customer support matters.
- 1.6 **SchemeServe Warranties:** SchemeServe warrants and undertakes that now and throughout the Term of the Contract:
- 1.6.1 the SaaS shall perform materially in accordance with the application online SchemeServe help guide (found at <https://help.schemeserve.com>) and any description referenced in the Service Order Form. SchemeServe does not provide any warranty in relation to the performance or quality of any integration of the SaaS with non-SchemeServe or third-party services.
- 1.6.2 Notwithstanding clause 12.1 'Modifications to Service' the functionality of the SaaS will not be unreasonably materially decreased during the Term;
- 1.6.3 that it shall perform the Services with reasonable care and skill;
- 1.6.4 that it shall perform the accordance with all applicable laws and regulations
- 1.7 **Service Information; Governance:** SchemeServe shall inform the Customer promptly of any development that may have a material impact on the Services or of any material change to the Services. SchemeServe shall meet with the Customer on request to discuss the Services. SchemeServe shall assist the Customer with all reasonable requests for information on the Services (including any information requested as part of an audit by a regulator such as the Financial Conduct Authority or Information Commissioner's Office). The Customer may disclose this agreement and any related information to a regulator. When requested by a regulator and upon reasonable written prior notice (except when otherwise required by regulatory requirements), SchemeServe shall permit the Customer and regulatory authorities to fully access and audit SchemeServe and all information relating to the Services, with access to the relevant personnel at SchemeServe, solely to the extent required in order to monitor the performance of SchemeServe's obligations and to ensure compliance with all applicable regulatory and contractual requirements. SchemeServe will cooperate diligently and transparently with such audit request by the Customer. The Customer may disclose this Contract and all related information to regulatory authorities having jurisdiction over the Customer.
- 1.8 **Information Security:** SchemeServe shall maintain and operate information security measures in line with good industry practice, applicable laws and regulations (including Data Protection Legislation as defined in the Data Protection Addendum) to protect Customer Data against unauthorised or unlawful processing and accidental destruction, damage or loss and to maintain at all times the ongoing confidentiality, integrity, availability and resilience of Customer Data. This shall include:
- 1.8.1 penetration tests of its IT systems at least annually by an independent third party.
- 1.8.2 addressing any critical and high-risk vulnerabilities without undue delay and other vulnerabilities within a reasonable timeframe;
- 1.8.3 continuous monitoring and logging of its IT systems for signs of potential unauthorised or malicious activity;
- 1.8.4 keeping SchemeServe systems up to date with patches or other updates which improve or enhance security;
- 1.8.5 maintaining compliance with, and providing the Services in accordance with, security standard ISO/IEC27001 or standard superseding this; and
- 1.8.6 ensuring that any subcontractors who are permitted under this Contract to handle Customer Data undergo an information security risk assessment and agree to comply with information security requirements which are the same as or no less stringent than those imposed on SchemeServe under this Contract.
- 1.9 **Compliance:** SchemeServe shall maintain the expertise, the capacity, the resources (e.g., human, IT, financial), the organisational structure and, if applicable, the required regulatory authorisation(s) or registration(s) to provide Services in a reliable and professional manner to meet its obligations over the duration of the Agreement.

- 1.10 **Sub-contracting:** SchemeServe shall (i) not sub-contract the provision of Services or outsource the Processing (as defined in the Data Protection Addendum) of Personal Data relating to the Customer without the prior written consent of Customer (not to be unreasonably withheld) and in compliance with the obligations set out in the Data Protection Addendum and (ii) oversee those Services that it has subcontracted to ensure all contractual obligations between SchemeServe and Customer are continuously met and shall remain liable for the actions, omissions and breaches of its sub-contractors as if they were its own actions, omissions and breaches. SchemeServe shall monitor and oversee the operations of any subcontractors and shall assist the Customer to assess and monitor the risks of any proposed subcontracting and shall inform the Customer of any material breach caused by the sub-contractor.
- 1.11 **Business ethics and human rights:** SchemeServe shall ensure that it has anti-bribery/corruption policies for all its personnel and complies with the Bribery Act 2010. SchemeServe shall comply with all relevant provisions of the Modern Slavery Act 2015 and shall not use any enforced, illegal or underage labour in its operations and shall use reasonable efforts to avoid supply chains which use such labour.
- 1.12 **Disaster Recovery / Business Continuity:** SchemeServe shall maintain business recovery processes intended to mitigate the effect of force majeure events. SchemeServe shall ensure that its operations can be maintained through home-based workers where required. SchemeServe shall review its Business Continuity Plan (a copy of which can be provided on request) with the Customer from time to time upon reasonable request.
- 1.13 **Non-publicity:** SchemeServe shall not refer to the Customer's name, brands or logos for marketing or publicity purposes without the Customer's prior consent which shall not be unreasonably withheld.
- 1.14 **Insurance:** SchemeServe shall maintain all mandatory Professional Indemnity Insurance plus all mandatory insurances required by law that are specific to SchemeServe in provision of the Services, copies of which can be provided on request.

2 CONTRACT TERM & RENEWAL

- 2.1 The Contract shall commence on the date specified in the Service Order Form (**Service Commencement Date**) and shall continue for the Initial Term stated in the Service Order Form (**Initial Term**) and then for a 12 month period (**Renewal Term**), until terminated in accordance with clause 13 (Termination) (together, the **Term**)
- 2.2 When specified by SchemeServe in the Service Order Form or when specified by relevant SchemeServe website materials that form part of an online trial signup process the first Calendar Month of the Initial Term shall be a free trial period (**Free Trial Period**). The Customer's right to terminate the Contract during the Free Trial Period is set out in clause 13 (Termination). The payment exclusion in respect of the Free Trial Period is set out in clause 3 (Fees and Payment).
- 2.3 For the purposes of these Conditions a calendar month shall commence on and be inclusive of a given day in a given month and shall expire at the end of the period of days equal to the number of days in the month following the month in which that calendar month commenced (**Calendar Month**) and each subsequent Calendar Month shall run consecutively from the Calendar Month immediately preceding it. For the purpose of the Contract the first Calendar month shall commence on the Service Commencement Date.
- 2.4.1 SchemeServe will endeavour to contact the Customer in good time prior to the end of the Initial Term to discuss the renewal of the Contract. If by the expiry of the Initial Term no alternative renewal proposal has been sent to the Customer by SchemeServe and agreed by both parties, the Contract will automatically enter a Renewal Term, subject to a 20% increase to the fees set out in the Service Order Form (plus any inflationary or other price changes required pursuant to clause 3.6 (Fees & Payment)) and excluding any discount or other promotional offers included in the original Service Order Form, and will continue to enter successive Renewal Terms until either terminated or an alternative renewal proposal is agreed by both parties.
- 2.4.2 The Customer's continued use of the Services after the expiry of the Initial Term will constitute acceptance of the most current version of these Conditions.

3 FEES AND PAYMENT

- 3.1 The payments shall be set out in the Service Order Form. Fees for the Professional Services shall be payable by the Customer pursuant to any schedule set out in the Service Order Form. Unless otherwise agreed, the monthly fees for the SaaS will commence on the Service Commencement Date and shall be payable by the Customer in advance on the Service Commencement Date and thereafter on a Calendar Monthly basis with each such payment to be made no later than the day immediately preceding the Calendar Month to which the monthly payment in question relates provided that no monthly payment shall accrue or be payable in respect of the period before the Service Commencement Date or the Free Trial Period.
- 3.1.1 For the avoidance of doubt where there is a Free Trial Period the first monthly payment relates to the second Calendar Month of the Initial Term and must be paid no later than the last day of the Free Trial Period.
- 3.2 Subject to any alternative arrangement agreed in writing between the parties all monthly payments shall be paid by direct debit, or if not possible by standing order for which purpose the Customer shall complete the direct debit or standing order mandate supplied by SchemeServe to the Customer and submit the same to the Customer's bank in sufficient time and with sufficient detail and accuracy to enable monthly payments to be made in accordance with the Contract. SchemeServe reserves the right to require the Customer to comply with this clause prior to the Service Commencement Date or incur a surcharge of up to 5% of the annual fee.
- 3.3 For the avoidance of doubt where the Customer has validly exercised its right to terminate before the Service Commencement Date or during the Free Trial Period the Customer will not be liable for any monthly fee or any commission payment nor will the Customer be considered to be in breach of the obligation set out in clause 3.2.
- 3.4 All monthly payments and commission payments are exclusive of VAT. VAT will be charged on all charges for Services where required in terms of the UK legislation or any other jurisdictional legislation if not the UK, including VAT or any other sales or tax required by that country. Where any payment due from the Customer to SchemeServe is late:
- 3.5 SchemeServe will notify the Customer in writing.
- 3.5.1 interest will be charged to the Customer at an annual rate of 5% above the Bank of England Base rate applicable from time to time which shall accrue daily from the date of such default to the date the payment in question is received by SchemeServe in cleared funds during which time SchemeServe reserves the right to suspend the Services until payment is brought up to date.
- 3.6 SchemeServe may from time to time adjust the prices of Services detailed in the Service Order Form, providing that such increase is no more than the average retail price index (RPI) increase in the preceding 12 month period. SchemeServe will notify The Customer at least thirty (30) days in advance of the next payment and the change will apply from the specified date. By continuing to use SchemeServe after the price change takes effect, the Customer will be deemed to have accepted the new price. If the Customer does not agree to the change, the Customer can choose to terminate the Contract on the date on which the change is due to take effect by giving notice in writing as detailed in clause 13 (Termination).

4 APPROPRIATE CONDUCT

- 4.1 The Customer accepts that all information, data, text (including but not limited to HTML, CSS and JavaScript), software, music, sound, photographs, graphics, video, messages or other such materials which does not include Customer Data (**Content**) are the sole responsibility of the person from which such Content originated. SchemeServe reserves the right, but shall have no obligation, to pre-screen, flag, filter, refuse, modify or move any Content made available via the Services. The Customer accepts that it may be exposed to Content that is offensive, indecent, or objectionable, and that the Customer uses the Services at its own risk.
- 4.2 The Customer shall be liable for its own conduct and any Customer Data that it creates, transmits or displays while using the Services and for any consequences thereof. The Customer agrees to use the Services only for purposes that are legal, proper and in accordance with the Contract. The Customer agrees to not engage in any activity that interferes with or disrupts the Services or servers or networks connected to the Services. To report any activity or Content that may violate the terms of the Contract, please contact us via our website <http://www.schemeserve.com>.

- 4.3 The Customer and SchemeServe are subject to United Kingdom rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United Kingdom or Customer's country of residence.
- 4.3.1 Customers outside of the United Kingdom also agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United Kingdom or Customer's country of residence.

5 PRIVACY POLICY

- 5.1 The Customer acknowledges SchemeServe's privacy policy (**Privacy Policy**) is incorporated into all Contracts, but the parties accept that the terms of the Contract shall override the Privacy Policy in the event of any inconsistency. For information about SchemeServe's Privacy Policy please refer to <http://www.schemeserve.com/privacy-policy>.
- 5.1.1 SchemeServe reserves the right to revise the Privacy Policy from time to time.
- 5.1.2 By using the Services, the Customer acknowledges and agrees that SchemeServe may access and disclose information relating to the Customer's user accounts and any Content associated with those accounts if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Contract, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of SchemeServe, its users or the public as required by law. SchemeServe shall not use any Personal Data of policyholders, clients, introducers or any personnel of the Customer other than as required for providing the Services (in accordance with the terms of the Data Protection Addendum) or as required by applicable law.
- 5.2 The Customer accepts that the technical processing and transmission of the Services, including the Customer's Data, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services. The Customer also understands and agrees that the person or people in its organization who manage the Services may have access to its account and its content, and may suspend or terminate the Customer's account access and Customer's ability to modify the Customer's account.
- 5.3 **Use of Aggregate Data:** Notwithstanding anything else in these Conditions or otherwise, SchemeServe may evaluate and process data relating to the use of the Services in an aggregate and anonymous manner, and compile statistical and performance information related thereto (**Aggregate Data**). SchemeServe may use for its own business purposes such Aggregate Data to improve the Services, develop new products, understand and/or analyse usage, demand, and general industry trends, develop and publish white papers, reports, and databases summarising the foregoing, and generally for any purpose related to SchemeServe's business. SchemeServe retains all intellectual property rights in Aggregate Data. For clarity, the Aggregate Data will never include any personally identifiable information nor identify any individual.

6 PROPRIETARY RIGHTS

SCHEMESERVE'S RIGHTS

- 6.1 SchemeServe represents and warrants that it has all the rights, power and authority necessary to provide the SaaS and Services for use by the Customer and end users and that the Customer's use of the SaaS and Services will not infringe any third party intellectual property rights.
- 6.2 The Customer acknowledges and agrees that the SaaS contains proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. The Customer further acknowledges and agrees that Content contained in sponsor advertisements or presented to the Customer through the Services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.
- 6.2.1 Except as expressly authorised by SchemeServe or other proper third party rights holders, the Customer agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on Content, the Services, or the SaaS, in whole or in part except as specifically authorised in a separate written agreement.



6.3 Subject to the other provisions of the Contract, SchemeServe grants the Customer a non-transferable and non-exclusive right and license to use the object code of its software; provided that the Customer does not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software, unless such activity is expressly permitted or required by law or has been expressly authorised by SchemeServe in writing. The Customer agrees not to use modified versions of the software, including (without limitation) for the purpose of obtaining unauthorised access to the Services. The Customer agrees not to access the Services by any means other than through the interface or APIs that are provided by SchemeServe for use in accessing the Services except as specifically authorised in a separate written agreement.

6.4 Except as expressly authorised or carried out by SchemeServe the Customer agrees not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. The Customer also agrees not to remove, obscure, or alter SchemeServe's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Services or SaaS.

CUSTOMER RIGHTS

6.5 SchemeServe claims no ownership or control over any Customer Data or Content (including any trademarks of the Customer) submitted, posted or displayed by the Customer on or through the Services. The Customer or a third-party licensor, as appropriate, retains all patent, trademark and copyright to any Customer Data or Content the Customer submits, posts or displays on or through the Services and the Customer is responsible for protecting those rights, as appropriate. The Customer may request for SchemeServe to delete any Customer Data at any time. The Customer represents and warrants that it has all the rights, power and authority necessary to grant the rights granted herein to any Customer Data.

7 SOFTWARE AND AUTOMATIC UPDATES

7.1 SchemeServe will during the Term and without cost the Customer automatically update the SaaS to enhance and further develop SchemeServe Services, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions. Optional new functionality may be added, to which additional costs may apply.

8 POLICIES REGARDING COPYRIGHT AND TRADEMARKS

8.1 It is SchemeServe's policy to respond to notices of alleged infringement that comply with the European Union Copyright Directive or other applicable law and to terminating the accounts of repeat infringers.

8.2 For information regarding SchemeServe's trademark complaint procedure, please contact SchemeServe via our website <http://www.schemeserve.com>. Any use of SchemeServe's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features must be in compliance with the Conditions and in compliance with SchemeServe's then current Brand Feature use guidelines, and any content contained or reference therein, which are expressly incorporated into the Contract, copies of which can be requested via SchemeServe's website <http://www.schemeserve.com> or by writing to SchemeServe at the mailing address found on the aforementioned website.

9 GENERAL PRACTICES REGARDING USE AND STORAGE

9.1 The Customer agrees that SchemeServe has no responsibility or liability for failure to store any Content and other communications maintained or transmitted via the Services. The Customer acknowledges that SchemeServe may have set no fixed upper limit on the number of transmissions the Customer may send or receive through the Services or the amount of storage space used; however, SchemeServe retains the right, at its sole discretion, to create limits at any time with or without notice of such change. If the Customer does not accept the change, they may provide notice to terminate the Contract on the date the change is due to take effect.

10 REASONABLE USE

10.1 The Customer agrees to use the Services solely for reasonable business use or personal use and the Customer agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services except as

otherwise expressly provided for under the Contract or as specifically authorised in a separate written agreement.

- 10.2 SchemeServe may offer an Application Programming Interface (**API**) that provides additional ways to access and use the Services. Such an API is considered a part of the Services, and its use is subject to all these Terms. The Customer may only access and use our API for appropriate business purposes, in order to create interoperability and integration between the Services and other products, services or systems the Customer uses internally. When using the API, the Customer should follow our relevant developer guidelines. SchemeServe reserves the right at any time to modify or discontinue, temporarily or permanently, the Customer's access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and the Customer is solely responsible to ensure that their use of the API is compatible with the current version.
- 10.3 SchemeServe shall have the right, including without limitation where, at our sole discretion, SchemeServe believes that the Customer and/or any of its users, have misused the Services or otherwise use the Services in an excessive manner compared to the anticipated standard use (at our sole discretion), to offer the Contract in different pricing and/or impose additional restrictions as for the upload, storage, download and use of the Services, including, without limitation, restrictions on Third Party Services, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.

11 THIRD PARTY SERVICES & LINKS

- 11.1 The Services enable the Customer to engage and procure certain third-party services, products, apps and tools in connection with the Services, including, without limitation, third party applications connected through an API, as part of the Services (collectively, **Third Party Services**).
- 11.2 The Customer acknowledges and agrees that regardless of the manner in which such Third-Party Services may be offered, SchemeServe merely act as an intermediary platform between the Customer and such Third-Party Services, and SchemeServe does not, in any way, endorse any such Third-Party Services, or shall be in any way responsible or liable with respect to any such Third-Party Services. The Customers relationship with such Third-Party Services and any terms governing payment for, and use of, such Third-Party Services, including without limitation, the collection, processing and use of Customer data by such Third-Party Services, are subject to a separate contractual arrangement between the Customer and the provider of a Third-Party Service (the **Third Party Agreement**). SchemeServe are not a party to, or responsible, in any manner, for the compliance by the Customer or by the provider of the Third-Party Service with the Third-Party Agreement.
- 11.3 Through the Services the Customer may enable an integration with Third Party Services, which will allow an exchange, transmission, modification or removal of data between SchemeServe and the Third-Party Service, including without limitation, the Customer Data, the scope of which is determined by the applicable actions set by such integration. The Customer hereby acknowledges that any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by a Third Party Service, is governed by the Third Party Agreement, including any applicable privacy policy, and SchemeServe is not responsible for any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by the Third Party Service or for such Third Party Service privacy and security actions, inactions or general practices. By integrating and/or using the Third Party Services, the Customer acknowledges and agrees that: (a) The Customer is solely responsible for compliance with applicable privacy restrictions, laws and regulations, including use of the Third Party Service and other data activities the Customer may conduct or may permit third parties, including the Third Party Service, to conduct; (b) the activities and use of the data by the Customer may result in a modification and/or removal of data, either in SchemeServe (i.e. Customer Data) and in the integrated Third Party Service. SchemeServe shall have no obligation of any kind, for any such modification and/or removal of data, either with us and/or the integrated Third-Party Service.
- 11.4 Both SchemeServe and a Third-Party Service may impose, each at its sole discretion, additional conditions or limitations on the Customers' access and use of certain Third-Party Services, including without limitation, imposing a limited quota on the number of actions or other uses (as the case may be). Such additional conditions or limitations shall be indicated wherever relevant within the Services or the Third-Party Service or otherwise notified to the Customer.

12 MODIFICATIONS TO SERVICE

- 12.1 SchemeServe reserves the right at any time to permanently discontinue the Services (or any part thereof) giving 6 months' notice for the entire SaaS or 90 days' notice for individual modules or functions, in which case the Customer agrees that SchemeServe shall not be liable to the Customer or to any third party for any modification, suspension or discontinuance of the Services (or any part thereof).

13 TERMINATION

- 13.1 The Customer may cease use of the Services at any time if required by a regulator or applicable law.
- 13.2 The Customer may terminate the Contract (a) by giving no less than 3 days written notice to expire no later than the last day of the Free Trial Period or (b) by giving no less than 90 days written notice during the Initial Term, except after renewal terms have been issued but prior to the expiry of the Initial Term when less than 90 days' notice may be given, or (c) for any reason within the first sixty (60) days of the Service Commencement Date.
- 13.3 SchemeServe may terminate the Contract for any reason by giving not less than 30 days written notice to expire on or after the last day of the Initial Term.
- 13.4 Either party may terminate the Contract by at least 30 days' notice in writing if the other party is in material breach of any part of the Contract and has not remedied such breach within 30 days of a notice requiring remedy of that breach. In the case of SchemeServe terminating the Contract for the Customer's material breach, the Customer shall remain liable for all monthly payments which would otherwise have been payable during the Initial Term unless the right to terminate afforded by this clause is exercised by SchemeServe prior to the Service Commencement Date or the latest date the Customer could have exercised its right to terminate during the Free Trial Period in which case the Customer shall have no liability for monthly fees or commission Payments.

Consequences of Termination

- 13.5 If the Customer terminates the Contract for any reason before the end of sixty (60) days following the Service Commencement Date, SchemeServe will promptly after the termination date refund to the Customer all fees paid for the Services up to the date of termination.
- 13.6 If the Customer terminates the Contract for any reason on or after the end of sixty (60) days following the Service Commencement Date:
- 13.6.1 the Customer will pay fees for Services provided up to the date of termination; and
- 13.6.2 fees for the remaining Initial Term as specified in the Service Order Form
- 13.7 In the event of termination for any reason, the Customer account will be disabled and the Services shall cease but SchemeServe shall provide read only access to the Services, the Customer's account or any files or other content contained in Customer's account for 30 days afterwards, for the purposes of data extraction, unless otherwise agreed by both parties in writing. Clauses 13 (Termination), 15 (Indemnity), 16 (Disclaimer), 17 (Limitation of Liability), 18 (Exclusions) and 22 (including choice of law, severability and statute of limitations), of the Conditions, shall survive expiration or termination.
- 13.8 Any time after notice of termination if requested by the Customer SchemeServe will provide an electronic file or files of the Customer's data pertaining to clients, insurance risks and claims experience within 28 days of such request being made, except where such data has previously been pseudonymised, deleted, is unlawful, or is otherwise impossible to provide. Such files will be provided in CSV (Comma Separated Values) format unless otherwise agreed by both parties at the point of termination.



14 LINKS

- 14.1 SchemeServe may provide, or third parties may provide, links to other World Wide Web sites or resources. SchemeServe may have no control over such sites and resources and the Customer acknowledges and agrees that SchemeServe is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. The Customer further acknowledges and agrees that SchemeServe shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

15 INDEMNITY

- 15.1 The Customer agrees to hold harmless and indemnify SchemeServe, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively **SchemeServe and Partners**) from and against any third-party claim arising from or in any way related to the Customer's use of the Services, any breach of the Contract or any other actions connected with use of the Services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, SchemeServe will provide the Customer with written notice of such claim, suit or action.

16 DISCLAIMER

- 16.1 THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT NOTWITHSTANDING CLAUSES 1.3 AND 1.6 (SCHEMESERVE SERVICES, OBLIGATIONS & RESPONSIBILITIES):
- a) CUSTOMER USE OF THE SERVICES IS AT THE CUSTOMER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCHEMESERVE AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
 - b) SCHEMESERVE AND PARTNERS DO NOT WARRANT THAT (i) THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, (ii) SCHEMESERVE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SCHEMESERVE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CUSTOMER THROUGH SCHEMESERVE SERVICES WILL MEET CUSTOMER EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
 - c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SCHEMESERVE SERVICES IS DONE AT THE CUSTOMER'S OWN DISCRETION AND RISK AND THAT THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE CUSTOMER'S COMPUTER SYSTEMS OR OTHER DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM SCHEMESERVE OR THROUGH OR FROM SCHEMESERVE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

17 LIMITATION OF LIABILITY

- 17.1 THE CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT SCHEMESERVE AND PARTNERS SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, (WITHOUT LIMITING CONFIDENTIALITY AND DATA PROTECTION OBLIGATIONS) DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SCHEMESERVE OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE SCHEMESERVE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM SCHEMESERVE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY OR SCHEMESERVE SERVICES; OR (v) ANY OTHER MATTER RELATING TO SCHEMESERVE SERVICES.



17.2 SUBJECT TO CLAUSE 17.1, THE CUSTOMER'S AND SCHEMESERVE'S MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THIS CONTRACT IN RESPECT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) AND ALL ACTS, OMISSIONS AND DEFAULT OF ITS OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS OR SUBCONTRACTORS OCCURRING IN ANY YEAR SHALL NOT EXCEED A SUM EQUIVALENT TO THE TOTAL FEES PAID OR PAYABLE BY THE CUSTOMER PURSUANT TO THE CONTRACT IN RESPECT OF THAT YEAR.

18 EXCLUSIONS

18.1 NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT:

18.1.1 ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED;

18.1.2 LIABILITY OF SCHEMESERVE FOR WILFUL DEFAULT OR GROSS NEGLIGENCE, BREACH OF CLAUSE 21 (CONFIDENTIALITY) OR FOR A BREACH OF ANY TERMS IN THE DATA PROTECTION ADDENDUM OR BREACH OF DATA PROTECTION LIABILITY FOR SCHEMESERVE FOR WILFUL DEFAULT OR GROSS NEGLIGENCE UNDER THE INDEMNITY AT CLAUSE 6.1 (PROPRIETARY RIGHTS) OF THIS CONTRACT AND FOR WILFUL DEFAULT OR GROSS NEGLIGENCE OF THE INDEMNITY AT CLAUSE 6.8 OF THE DATA PROTECTION ADDENDUM LIABILITY OF SCHEMESERVE OR THE CUSTOMER FOR FRAUD; AND

18.1.3 LIABILITY FOR SCHEMESERVE OR THE CUSTOMER FOR WILFUL DEFAULT.

19 NO THIRD-PARTY BENEFICIARIES

19.1 The Customer agrees that, except as otherwise expressly provided in the Conditions, there shall be no third-party beneficiaries to the Conditions except where the Customer has made a prior written request to SchemeServe which has been agreed in writing by an authorised representative of SchemeServe.

20 NOTICE

20.1 The Customer agrees that SchemeServe may provide the Customer with any notices, including but not limited to those regarding changes to the Conditions, by email, regular mail, or postings via the Services except for notices to terminate the Contract, which must be by email or by post.

21 CONFIDENTIALITY

21.1 Subject to clause 21.2, SchemeServe and the Customer shall keep Confidential Information of the other party confidential and shall not, without prior written consent:

21.1.1 make public or disclose to any person any information relating to this Contract or any such Confidential Information; nor

use any such Confidential Information for any purpose other than as required for the observance or provision of the Services and this Contract, and, in giving written consent, may impose such terms and conditions as it considers necessary. Clause 21.1 shall not prohibit disclosure of Confidential Information of the Customer to the extent the SchemeServe needs to disclose it to its employees in order to perform its obligations under this Contract. However, SchemeServe shall ensure that such employees comply with this clause 21.

21.2 The restriction in clause 21.1 does not apply to information which (i) is generally available to the public (unless that public availability was caused by either party failing to keep such Confidential Information secret); (ii) was already known to the receiving party (unless the receiving party was already bound by an obligation to keep that information confidential); or (iii) the receiving party is required by a court order or other legal obligation to disclose.

21.2.1 This clause 21 will continue to apply even after the Contract has ended.



22 GENERAL INFORMATION

ENTIRE AGREEMENT

- 22.1 The Contract constitutes the entire agreement between the Customer and SchemeServe and governs the Customer's use of the Services, superseding any prior agreements between the Customer and SchemeServe for the use of the Services. The Customer also may be subject to additional terms and conditions that may apply when the Customer uses or purchases certain other Services (not provided for in the Contract), affiliate services, third-party content or third-party software.

CHOICE OF LAW AND FORUM

- 22.2 The Contract and the relationship between the Customer and SchemeServe shall be governed by the laws of England without regard to its conflict of law provisions. The Customer and SchemeServe agree to submit to the personal and exclusive jurisdiction of the courts located within England.

WAIVER AND SEVERABILITY OF CONDITIONS

- 22.3 The failure of SchemeServe to exercise or enforce any right or provision of the Contract shall not constitute a waiver of such right or provision. If any provision of the Contract is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Conditions remain in full force and effect.

STATUTE OF LIMITATIONS

- 22.4 The Customer agrees that regardless of any statute or law to the contrary, any claim made by the Customer or course of action the Customer takes arising out of or related to use of the Services or the Contract must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 22.5 The section headings in the Conditions are for convenience only and have no legal or contractual effect.

23 Definitions

- 23.1 Capitalised terms shall have the meaning below, or if not below, as set out elsewhere in these Conditions or the Service Order Form, unless otherwise stated:
- 23.2 **Confidential Information:** means (a) all oral and written information that is either designated by a the Customer as confidential prior to SchemeServe obtaining access thereto, or information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential; and (b) all other information disclosed by the Customer to SchemeServe, whether before or after the Service Commencement Date, relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, clients, affairs and/or business of the Customer or its third party suppliers, customers, members or details of any discussions or negotiations with regard to the same, including any information, analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information, and includes Customer Data.
- 23.3 **Deliverable:** means any item to be delivered by the SchemeServe to Customer in accordance with the terms of this Contract, such as a scheme build.
- 23.4 **Schedule of Work:** means the specification approved by the Customer for the build of the Deliverable, which sets out required question sets, rules, rating structures, documentation, and all aspects of the scheme build.
- 23.5 **Year:** means the period of twelve (12) calendar months from the Service Commencement Date and each subsequent consecutive period of twelve (12) calendar months during the Term.