



GRIDIZEN LTD

SUBSCRIPTION TERMS OF BUSINESS

BACKGROUND

Last revision: **30/10/2019**

This agreement sets out the terms and conditions for your use of Gridizen's property management platform.

AGREEMENT

These Conditions, together with any and all other documents referred to herein, set out the terms on which we provide our Services to registered account holders through our Website and App. Please read these Conditions carefully and ensure that you understand them before purchasing any Services from us. You will be required to accept these Conditions when signing up for our Services. If you do not agree to comply with and be bound by these Conditions, you will not be able to purchase Services. Use of our Website is subject to our Website Terms of Use <http://gridizen.co.uk/>. Please ensure that you have read them carefully and that you understand them.

The Website is owned and operated by Gridizen Ltd, Registered Number 09540825, (the "Supplier") whose registered office is at 2nd Floor, 6 Lanark Square, London E14 9RE.

All personal information that we may collect from you will be collected, used and held in accordance with our Privacy Policy and your rights under data protection legislation.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

App: the Gridizen mobile application.

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with the "Charges and Payment" clause below.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with the Conditions.

Contract: the agreement and contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions and any other terms referred to herein.

Customer: the person or firm who purchases Services from the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

Mangopay: MANGOPAY SA, listed under Number B173459 on the Luxembourg Trade and Company Register.

Order: the Customer's order for Services as set out in Schedule 1 (or other purchase order form); via written or electronic acceptance of the Seller's price, estimate or quotation; or otherwise, as the case may be.

Services: services supplied by the Supplier to the Customer in accordance with the Order.

Supplier: Gridizen Ltd registered in England and Wales with company number 09540825 and with a registered office address at 2nd Floor, 6 Lanark Square, London E14 9RE.

Website: the website at <http://gridizen.co.uk>.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors and permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted;
- (d) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (e) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (f) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Website will guide the Customer through the Order process. The Order constitutes an offer by the Customer to purchase a Subscription in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues an email confirmation of the Order (following verification by the Supplier of the Customer's email address, such confirmation to generally occur within 24 hours),

at which point and on which date the Contract shall come into existence. Subscription confirmations will include details of the Subscription purchased, including its duration (including the start date and renewal/expiry date), price and full details of the main characteristics of the Services available as part of it.

2.3 The Contract constitutes the entire agreement between the parties in relation to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's promotional materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Subscription to the Customer in accordance with the Order in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence.

3.3 The Supplier shall have the right to make any changes to the Subscription or Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in the Order are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) adhere to Mangopay's terms and conditions, as amended from time to time;

(d) provide the Supplier, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier in order to supply the Services;

(e) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate and kept up-to-date in all material respects;

(f) prepare the Customer's premises for the supply of the Services, as the Supplier may reasonably require in order to supply the Services;

(g) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

(h) as appropriate, keep and maintain all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

(a) the Supplier shall, without limiting its other rights or remedies, have the right to suspend the Customer's Subscription and performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

- 5.1 The Charges for the Services shall be as set out in the Order or, if no price is quoted, the price set out on the Website at the time the Order is placed. If there are any discrepancies between prices published on our Website and prices appearing in an Order, the prices in the Order shall prevail.
- 5.2 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 5.3 The Charges shall be payable in full in cleared funds upon placement of an Order. Payment shall be made via our ewallet managed by Mangopay. Time of payment is of the essence.
- 5.4 Unless otherwise stated, the price of the Services will be inclusive of amounts in respect of value added tax ("VAT"). Where exclusive of VAT, the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services.
- 5.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Supplier reserves the right to suspend the Services and terminate the Contract and the Customer shall pay interest on the overdue amount at the rate of 4% (four per cent) per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 The Supplier reserves the right to amend the Charges at any time and to add, alter, or remove special offers from time to time. Changes in price will not affect any Order that a Customer has already purchased but will apply to any future Orders.
- 5.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Website and the Services shall be owned by the Supplier or its licensors. The Supplier shall assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988. Throughout the term of the Contract, the Supplier

shall be deemed to automatically a limited, royalty-free, non-exclusive, non-sublicenseable, non-transferable licence of any and all such rights to the Customer solely to the extent necessary to use the Services and benefit from the Subscription, in accordance with these Conditions and the Contract.

- 6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 6.3 All Supplier Materials are the exclusive property of the Supplier, or its licensors (as the case may be).

7. CONFIDENTIALITY

Each party ('receiving party') shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ('disclosing party'), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party, its business, its products and services which the receiving party may obtain or which is disclosed to that party by the disclosing party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging its obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract. The restrictions in this clause shall not apply to any information which is or becomes publicly available otherwise than through a breach of these Conditions, is already or rightly comes into the receiving party's possession without an accompanying obligation of confidence, or which is independently developed by the receiving company.

8. LIMITATION OF LIABILITY AND INDEMNITY

- 8.1 Nothing in these Conditions shall limit or exclude the Supplier's (or its employees', agents' or subcontractors') liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or

- (c) any other liability to the extent such liability may not be excluded or limited as a matter of law.

8.2 Subject to the aforesaid:

- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss (whether direct or indirect) of actual or anticipated income, savings or profits, contracts, business, business opportunities, revenue, turnover, savings, goodwill, reputation loss or corruption of data or information, or wasted expenditure, or for any indirect or consequential loss arising under or in connection with the Contract;
- (b) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any activities undertaken on the Customer's property (by the Customer, its tenants or otherwise);
- (c) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the Charges paid by the Customer to the Supplier in the 6-month period prior to the claim.

8.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.4 The Customer shall indemnify the Supplier against any costs, liability, damages, loss, expenses, claims or proceedings arising from loss or damage (including that belonging to any third parties appointed by the Supplier) caused by any breach of these Conditions or any other liabilities arising out of the use of the Website or the Services by the Customer or its agents or employees.

8.5 This clause shall survive termination of the Contract.

9. TERMINATION

9.1 The Customer may end the Contract at any time if the Supplier has informed it of a forthcoming change to its Subscription, or to these Conditions that the Customer does not agree to.

9.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract at any time by giving the Customer notice in writing and, unless termination is the fault of the Customer, the Supplier shall refund to the Customer any Charges paid for Services not yet received. The Supplier may suspend provision of the Customer's Subscription if the Customer fails to pay any amount

due under this Contract on the due date for payment or the Supplier believes that the Customer may be unable to pay its debts as and when they fall due, or if the Customer stops carrying on business or threatens to do so.

- 9.3 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier any outstanding Charges and interest due;
- (a) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

11. FORCE MAJEURE

- 11.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 11.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 11.3 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 60 days, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

12. GENERAL

12.1 Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

12.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this "Notices" clause; if sent by pre-paid first class post or other next working day delivery service, at 12.00 pm on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance.

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4 Waiver.

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 No partnership or agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.6 Third parties.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.7 Variation.

The Supplier may revise these Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If the Supplier changes these Conditions as they relate to the Customer's Subscription, it will give the Customer reasonable advance notice of the changes and provide details of how to cancel if the Customer is not happy with them.

12.8 Governing law.

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

12.9 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 Contract or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated above. Both parties agree to the terms of this Contract by signing below.

