

# User Agreement

**UK & EU** • Last updated: October 2020

By clicking a box on our Website indicating your acceptance of this User Agreement or by otherwise accessing or using the Priava Service, registering an Account, or subscribing to the Priava Service provided by us through our Website, you:

- a. acknowledge that you have read, understood, and agree to be bound by this User Agreement (**User Agreement**) and our Policies in your personal capacity and/or on behalf of the company or legal entity that you represent (**Your Company**); and
- b. represent and warrant that you have the power, right and authority to act on behalf of and bind Your Company or yourself (as applicable). Any reference to “you” or “your” in this User Agreement is a reference to you in your personal capacity or to Your Company, as applicable.

This User Agreement, together with our Policies which are incorporated by reference, form a legal agreement between Priava Services (UK) Ltd Company Number 11760453 and our Related Companies (**Priava, us or we**) and you in relation to your access to and use of the Priava Service. If you do not agree to this User Agreement or our Policies or do not have the power, right and authority to act on behalf of and bind Your Company or yourself, do not access or use the Priava Service, register an Account or subscribe to any Priava Service provided by our Website..

1. **Subscription to the Priava Service:** You must register an Account to access and use the Priava Service. Accounts may be provided for specific Modules or on a single or multiple user (**Authorised User**) basis. Before registering your Account, Priava will issue you with a Quote setting out details of the Priava Service offered to you by Priava. You may only register an Account after you have accepted and signed the Quote. You must provide us with certain Personal Information referred to in this User Agreement (except where we specify that it is optional for you to provide such Personal Information) and your current email address in order to register an Account and access and use the Priava Service. We may use your notified email address to contact you or send you notifications, tax invoices and other communications from time to time. You acknowledge that we may be unable to provide you with the Priava Service or contact you unless you provide us with a current email address and agree to promptly update us if you change your email address. Accounts are only available to persons who are at least eighteen years of age or otherwise have the permission of an adult. Accounts must be applied for using the online registration process available on our Website. An application to register an Account constitutes an offer by you to register an Account and is subject to acceptance by us. We will confirm acceptance to you by sending you an e-mail or other notice confirming that your Account has been enacted. We reserve the right to refuse an application for registration of an Account by any person for any reason at our discretion. We will refund any Service Fee or other amounts paid in respect of an Account if we refuse the application to register the Account.
2. **Access to the Priava Service:** You may be required to create your own unique username and password combination (**Log-In Details**) to access and use the Priava Service. You are responsible for submitting your own username and password as part of and in accordance with the requirements of the online Account registration process. You are responsible for taking all necessary steps to prevent unauthorised disclosure of or access to your Log-In Details. You are solely responsible for the actions of any person to whom you

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disclose your Log-In Details and are solely liable for (and indemnify, defend and hold harmless Priava, its Related Companies, officers directors, employees, agents, contractors, licensors and suppliers from and against) all losses, liabilities, expenses, claims, proceedings, damages and costs of every kind and nature (**Losses**) suffered by any person directly or indirectly as a result of: **(i)** you disclosing your Log-In Details to a third party; **(ii)** you failing to take all necessary steps to prevent unauthorised disclosure of or access to your Log-In Details; or **(iii)** any person's access to or use of your Log-In Details. You must notify us immediately by email if you have any reason to believe that your password has become known to anyone else without your authorisation, or if your password is being, or is likely to be, used in an unauthorised manner. In such a case, we will, within a reasonable time of being notified, cancel the relevant password and send to you by email to your last notified email address a temporary password to allow you to login to your Account and create a new password. Priava may require you to change your Log-In Details at any time if your Log-In Details are inconsistent with the terms of this User Agreement. You acknowledge that you are responsible for paying any third party fees (such as ISP connection and data fees and telephone charges) that may be required to access the Priava Service.

- 3. Use of mobile devices:** If you access the Priava Service via the App, you may choose to use certain functionality commonly available on mobile devices involving the application of personal information. That functionality may include access and security features native to your device using your biometric data such as fingerprint, voice and facial recognition, location services enabling your device's approximate location to be determined and application sharing features including access to the device's camera and photographs, contacts, calendar, tasks and other files stored on your phone outside the App. We do not process, collect, use or store any of this data or information.
- 4. Free Trial:** If you register on our Website for a free trial, we will make the Priava Service available to you on a free trial basis until the earlier of: **(a)** the end of the free trial period notified by us or as set out on our Website; or **(b)** the start date of any purchased Priava Service ordered by you. Additional trial terms and conditions may appear on the trial registration page of the Website and are incorporated into this User Agreement by reference. Any of Your Content supplied by you during the free trial will be permanently lost unless you purchase the same Priava Service covered by the trial or export such data before the end of the trial period. Despite anything else in this User Agreement, the Priava Service is provided "as is" without any warranty during the free trial period.
- 5. Licence:** Subject to your compliance with the terms of this User Agreement and payment of the applicable Service Fee, Priava grants you a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Priava Service for the Term for your own internal business purposes in accordance with the terms of this User Agreement.
- 6. Restrictions:** You must not use the Priava Service in any manner or for any purpose other than as permitted by this User Agreement. You must not, or attempt to: **(a)** modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Priava Service without our prior written consent; **(b)** reverse engineer, disassemble or decompile any software included in the Priava Service or apply any other process or procedure to derive the source code, algorithms, methods or techniques embodied in any software

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included in the Priava Service; **(c)** access or use the Priava Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; **(d)** distribute, rent, loan, lease, resell, sublicense or otherwise transfer to any person or entity all or any part of the Priava Service or your rights in respect of the Priava Service; **(e)** use the Priava Service as a service bureau or permit use of or access to the Priava Service by any person who is not an Authorised User; **(f)** interfere with or disrupt the Priava Service, or servers or networks connected to any website through which the Priava Service is provided; **(g)** use the Priava Service in violation of any applicable law or regulation; **(h)** remove, alter, or obscure any copyright, trade mark, confidentiality or other proprietary notices, labels, or marks from, on or in relation to the Priava Service; or **(i)** use any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by Priava in connection with the Priava Service or access the Priava Service with any code, serial number, or other copy or access protection device not supplied by Priava directly or indirectly. During and after the Term, you will not assert, or authorise, assist, or encourage any third party to assert, against us or any of our Related Companies, customers, vendors, suppliers or licensors, any patent infringement, copyright infringement or other intellectual property infringement claim regarding any Priava Service you have used.

- 7. Service Fee:** Each Account is subject to payment of a Service Fee. The Service Fee payable for your Account or the Priava Service (including specific Modules) in respect of which you register your Account are as specified in the Quote separately issued to you by Priava. Service Fees may be charged on a monthly or annual basis at Priava's discretion. Different Service Fees may apply to different types of Accounts or Modules as may be specified in the Quote or on the Website from time to time. Service Fees are payable in advance and are non-refundable except as expressly provided in this User Agreement. We will not accept an application to register an Account or provide any part of the Priava Service until the initial monthly or annual Service Fee payable in respect of the Account is received by us in full. We may change Service Fees or add other fees from time to time by notifying the changes on our Website or notifying you by email at least 14 days before the changes come into effect. We suggest that you visit our Website regularly to keep up to date with any changes. Service Fees and all other fees, charges and prices will be charged in the currency specified in the Quote issued to you or otherwise as stated on our Website and are exclusive of applicable taxes. You are responsible for paying all fees and taxes (including any goods and services or similar value added taxes) in respect of your Account and we reserve the right to charge you such applicable taxes in addition to the Service Fees. We may charge interest on any Service Fees or other amounts owing to us that are not received from you by the due date of payment at a rate of 4% a year above the base rate of the Bank of England. Interest will accrue each day until the date of payment.
- 8. Payment Method:** You must provide your payment method details when registering for an Account. Payments for the Priava Service may be processed via the Payment Gateway. We currently use Stripe ([www.stripe.com/au](https://www.stripe.com/au)) to provide this facility. You acknowledge and agree that the Payment Gateway's terms and conditions apply to each payment. Our current Payment Gateway's terms and conditions are located at <https://stripe.com/au/legal> (Australia) and <https://stripe.com/gb/checkout/legal> (UK). You will be asked to accept the Payment Gateway's terms and conditions as part of registering your Account. All credit card and debit card payments are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorise

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payment for a particular Service Fee, the payment will not be processed. You may elect to have Service Fees automatically debited from your nominated bank account. If the applicable Service Fee is not automatically debited for any reason, we may cancel your Account or temporarily deny you access to the Priava Service until such time as payment of the Service Fee is received by us in full. We will give you separate tax invoices for each monthly or annual installment of the Service Fee in advance. We will send you an initial tax invoice for the relevant monthly or annual Service Fee as soon as practicable after you apply to register your Account. We will not register your Account or provide the Priava Service to you until payment of our initial tax invoice is received in full. You agree to pay each tax invoice in full within seven days of the date of invoice in accordance with the payment method and into the bank account specified for that purpose on the tax invoice or our Website from time to time. Each tax invoice will specify the date on which the Service Fee will be automatically debited from your nominated bank account if you elect to have Service Fees automatically debited at fixed monthly or annual intervals. You agree that we may send tax invoices to you by email addressed to your last notified email address from time to time. Other payment terms and conditions specified in each tax invoice and the Quote issued to you by Priava apply.

- 9. Changes to service:** We may change or discontinue all or any part of the Priava Service or change or remove features or functionality of the Priava Service from time to time. We will notify you of any material change to or discontinuation of the Priava Service. If you inform us within 14 days of our notification to you of any change or discontinuance under this clause 9, that you believe such change or discontinuance will have a material adverse affect on your use of the Priava Service you may terminate this User Agreement and cancel your Account by giving 28 days written notice. If you terminate this User Agreement in accordance with this clause, we will refund any upfront Service Fees you have paid on a pro rata basis to a bank account notified by you for that purpose within a reasonable time of termination.
- 10. Support:** Priava will use reasonable commercial endeavours to provide you with Standard Support for the Term as part of the Priava Service, subject to the terms and conditions specified in Schedule 1. Standard Support is included in the Service Fee. Additional support or professional services beyond Standard Support may be provided by Priava on request subject to payment of additional fees calculated on a time and materials basis at Priava's standard rates as published from time to time. For the avoidance of doubt, Priava is under no obligation to provide any support or professional services to you beyond Standard Support.
- 11. Service Level Agreement:** Priava will use reasonable commercial endeavours to make the Priava Service available to you and your Authorised Users in accordance with Service Level Agreement specified in Schedule 2 or as otherwise published on our Website from time to time. Any service credits available to you as specified in our Service Level Agreement will be the sole and exclusive remedy for failure to meet the identified service levels. Priava does not make any representations or guarantees related to uptime or availability of the Priava Service.
- 12. Suspension:** We may suspend your right to access or use any portion or all of the Priava Service immediately upon notice to you if we determine that your access and use of, or registration of an Account for, the Priava Service: **(a)** poses a security risk to the Priava Service,

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us or any third party; **(b)** may adversely impact the Priava Service or the systems or Content of any other Priava customer; **(c)** may subject us, our Related Companies, officers, directors, employees, agents, contractors, licensors, vendors, suppliers, customers or any third party to liability; or **(d)** may be fraudulent. We may also suspend your right to access or use any portion or all of the Priava Service immediately upon notice to you if we determine that: **(a)** you are in breach of this User Agreement, including if you fail to pay any Service Fee by its due date; or **(b)** you have ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, insolvency, reorganisation, liquidation, dissolution or similar proceeding. If we suspend your right to access or use any portion or all of the Priava Service: **(a)** Service Fees continue to apply and you remain responsible for all Service Fees and other charges during the suspension period; **(b)** you will not be entitled to any service credits under our Service Level Agreement for any period of suspension; and **(c)** we will not delete any of Your Content except as otherwise specified in this User Agreement. Our right to suspend your right to access or use any portion or all of the Priava Service is in addition to our right to terminate this User Agreement pursuant to its terms.

- 13. Term:** This User Agreement commences on the date that we notify you that your Account has been enacted and ends when terminated in accordance with its terms. If we agree with you a multi-month or multi-year term for your subscription to the Priava Service, that period will be the Term, subject to renewal in accordance with this clause. This User Agreement automatically renews for successive, additional periods equal to the length of the initial Term unless and until either party provides notice of termination at least 60 days before the expiry of the then current Term. Any renewal is subject to this User Agreement not having been terminated in accordance with its terms.
- 14. Early Termination:** You may terminate this User Agreement at any time by giving us 90 days written notice. If you terminate this User Agreement early in accordance with this clause, any Service Fees already paid will not be refunded and any outstanding Service Fees and other fees (including the Service Fees for the remainder of the Term, whether already paid or not) become immediately due and payable. We may terminate this User Agreement and cancel your Account at any time without cause by giving you 28 days written notice. If we terminate this User Agreement in accordance with this clause, we will refund any upfront Service Fees you have paid on a pro rata basis to a bank account notified by you for that purpose within a reasonable time of termination.
- 15. Termination for cause:** Either party may immediately terminate this User Agreement by written notice to the other party if: **(a)** the other party is in breach of this User Agreement and fails to rectify that breach within 30 days notice of the breach; **(b)** the other party ceases to operate in the ordinary course of business, makes an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, insolvency, reorganisation, liquidation, dissolution or similar proceeding. We may immediately terminate this User Agreement by notice to you if: **(a)** any act or omission by you results in a suspension described in clause 12; **(b)** our relationship with a third party supplier that provides software, hosting services or other technology, products or services relied on by us to provide the Priava Service (Third Party Provider) expires or terminates; or **(c)** such Third Party Provider requires us to change the way we provide the Priava Service or any software as part of the Priava Service.

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**16. Effect of termination:** Upon termination of this User Agreement for any reason: **(a)** your rights under this User Agreement immediately terminate; **(b)** you and your Authorised Users must immediately cease using all and any part of the Priava Service; **(c)** subject to clause 14, all Service Fees and other charges (including any unpaid amounts for the remaining balance of the Term) become immediately due and payable; **(d)** you must immediately return to us or, if instructed by us, permanently destroy all Priava Content in your possession or control; **(e)** subject to paragraph **(f)**, we will promptly return to you in a format and timeframe to be agreed, all of Your Content in our possession; and **(f)** you must pay our costs of returning Your Content as applicable within 14 days of our invoice for such costs.

**17. Data Protection and Security:** **(1)** Both parties will comply with all applicable requirements of EU privacy laws (being domestic European privacy laws enacted under the EU Data Directive, including the General Data Protection Regulation EU 2016/679 and the Data Protection Act 2018 (UK) (DPA) (together the EU Privacy Laws)). This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under EU Privacy Laws. **(2)** Both parties acknowledge that: **(a)** if we process any Personal Information on your behalf when performing our obligations under the User Agreement, you are the data controller and we are the data processor for the purposes of the DPA; **(b)** Annex 1 sets out the scope, nature and purpose of processing by us, the duration of processing and the types of Personal information and categories of data subjects; and **(c)** Personal Information may be transferred or stored outside the UK and/or the European Economic Area (EEA) or the country where you are located in order to provide the Priava Services to, as more fully described in our Privacy Policy and in clause 18 of this User Agreement; **(3)** We shall, in relation to any Personal Information processed by us when we perform our obligations under the User Agreement: **(a)** process that Personal Information only on your instructions unless required otherwise by applicable law. If applicable laws require us to process such personal information, we shall tell you before such processing unless those applicable laws prohibit us from doing so; **(b)** not transfer any Personal Information outside of the EEA and the UK unless the following conditions are fulfilled **(i)** we have provided appropriate safeguards in relation to the transfer; **(ii)** the data subject has enforceable rights and effective legal remedies; **(iii)** we comply with our obligations under the EU Privacy Laws by providing an adequate level of protection to any Personal Information that is transferred; and **(iv)** we comply with your reasonable advance instructions when the processing Your Personal Information; **(c)** take reasonable steps to ensure the reliability of any of our employees or contractors who may have access to Your Personal Information, and limit access to those individuals who need to know Your Personal information in order to perform the Priava Services. We shall ensure that all such individuals receive appropriate training and are subject to a duty of confidentiality; **(d)** assist you, at your cost, in responding to any request from a data subject to enable you to comply with EU Privacy Laws obligations with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; **(e)** promptly notify you on becoming aware of a data breach which affects Your Personal Information; **(f)** on termination of this User Agreement, delete or return, at your request (subject to clause 16) the Personal Information comprised in Your Content unless we are required by applicable laws to store the Personal Information; **(g)** maintain records and information to demonstrate compliance with this clause and promptly tell you if, in our opinion your instructions infringe EU Privacy Laws; **(4)** Each party shall ensure that it has in place appropriate technical and organisation measures to protect against unauthorised or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information which is appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or

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damage, having regard to the state of technological development and the cost of implementing any such measures; **(5)** You consent to Us appointing third-party processors of Personal Information, as more fully detailed in this User Agreement (and in particular, clause 18 below). We confirm that we have entered or (as the case may be) will enter into a written agreement with third-party processors incorporating terms which are substantially similar to those set out in this clause 17; **(6)** We shall permit you and/or your authorised representatives to verify our compliance with this clause 17 provided always that any request to conduct an audit or inspection is made in writing, and such audit or inspection is conducted on reasonable notice at a mutually convenient time, during normal working hours. You shall and procure that any of your authorised representatives shall conduct any such audit or inspection in a manner which minimises disruption to our business. Any information disclosed pursuant to such audit or inspection shall be treated as confidential information and handled in accordance with clause 30.

**18. Data hosting and transfer:** We engage Amazon Web Services, Inc. (AWS), to provide data storage services, cloud computing services, to host the Priava Service and to store Your Content, data and information submitted by you through your use of the Priava Service and our Website. In using the Priava Service, you agree to comply with all obligations imposed by AWS under its standard Customer Agreement available at <http://aws.amazon.com/agreement>. AWS may transmit, maintain and store all or parts of Your Content, data and information (including Personal Information) on multiple servers across various jurisdictions in addition to servers in the United States. Your Content (including Personal Information) may also be transferred between Related Companies of Priava that are located in different jurisdictions, including the UK, the European Union, Australia and the United States. Servers in which your information (including Personal Information) may be stored by AWS are likely to be located in the United States, South America (Sao Paulo), Europe (Ireland, The Netherlands, Germany, England, Spain, Italy, France and Sweden) and the Asia Pacific (Singapore, Japan, China, Korea and Australia), although additional or other locations may be used by AWS in the future. Personal Information that you provide to us will be processed by us or other Related Companies located in the UK and the EEA (EU Priava Companies) and we and the other EU Priava Companies may transmit Your Personal Information from the UK and/or the EEA to other Priava Related Companies or AWS outside of the UK and/or the EEA, including in Australia and the United States. We, the other EU Priava Companies and AWS are subject to EU Privacy Laws. EU Privacy Laws permit us, the other EU Priava Companies and AWS to transfer Your Personal Information from the UK and/or the EEA to countries and territories outside of the UK and/or the EEA with your consent, provided that we process Your Personal Information in accordance with the requirements of EU Privacy Laws. Acknowledging the above, by providing us with information (including Personal Information), using the Priava Service or our Website or registering an Account, you: **(a)** consent to us and the other EU Priava Companies disclosing and transferring Your Content, data and information (including the categories of Personal Information listed in our Privacy Policy) to AWS and our Related Companies located in the United States for the purpose of allowing AWS to host all data necessary to support the Website and for us to provide the Priava Service to you; and **(b)** consent to us, the other EU Priava Companies and AWS transmitting Your Content (including the categories of Personal Information listed in our Privacy Policy) from the UK and/or EEA to servers, AWS and our Related Companies located outside of the UK and/or EEA; to maintaining and storing Your Content, data and information (including the categories of Personal Information listed in our Privacy Policy) between and on servers located outside of the UK and/or EEA, including in the regions referred to above; and exchanging such information between our

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Related Companies in those regions to assist us to perform this User Agreement and otherwise provide the Priava Service to you. You acknowledge and agree that the transfer of Personal Information disclosed by you to us between us, the other EU Priava Companies, AWS and our Related Companies located outside of the UK and/or EEA (including in Australia and the United States) is necessary for us to maintain the Website, provide you with the Priava Service and for the performance of this User Agreement generally. You also acknowledge that any data storage functionality associated with the Priava Service is not intended for the storage of national insurance numbers, credit or debit card numbers, financial account numbers, driver's licence numbers, medical information, health insurance risk of harm to the individual if improperly disclosed. We may engage other data storage providers or store your information on servers in other locations in the future and will update this User Agreement and/or our Privacy Policy if that is the case. We suggest that you visit our Website regularly to keep up to date with any changes.

- 19. Privacy:** Your privacy is important to Priava. Further information about the collection and use of Your Personal Information is contained in our Privacy Policy located at [www.priava.com/legal](http://www.priava.com/legal). By accessing, browsing or using the Priava Service or our Website, or by supplying any information to Priava, you acknowledge that you have read, understood, and agree with the terms of our Privacy Policy.
- 20. Priava Content:** You acknowledge and agree that Priava, its Related Companies, content suppliers, service providers and licensors (as applicable) own all right, title, and interest (including, without limitation, patent, copyright, trade mark, design, trade secret and all other intellectual property rights) in and to the Priava Service, the Website, any software forming part of the Priava Service and any other content, information, data or materials provided to you by us or through our Website or used in connection with, or generated by, the Priava Service (excluding Your Content). You agree not take any action, or assist or encourage any other person to take any action, to jeopardise, encumber, limit, or interfere in any manner with the ownership rights of Priava, its Related Companies, content suppliers, service providers and licensors (as applicable) in respect of the Priava Content. Information, materials and content displayed on or comprised by our Website, including but not limited to text, graphics, logos, button icons, images, the Website layout and software, is subject to copyright owned by Priava, its Related Companies or its content suppliers and is protected by the Copyright, Designs and Patents Act 1988 (UK) and other international copyright laws. Brands, names, images and logos displayed on our Website may be the subject of registered trade marks of Priava, its Related Companies, affiliates or its service providers and protected by the Trade Marks Act 1994 (UK) and other international trade mark laws. You may access, display, download and print portions of our Website only for your own private non-commercial use and to order products or services via the Website. This permission is subject to you not modifying the content displayed on our Website, keeping intact all copyright, trade mark, and other proprietary notices, and any additional restrictions or express exceptions displayed on the Website. Any other use of material on our Website, including but not limited to the reproduction, modification, distribution, transmission, re-publication or display of the content on the Website is strictly prohibited.
- 21. Your Content:** You retain all right, title and interest in and to Your Content and sole responsibility for Your Content. You agree that Your Content and your (and your Authorised Users) conduct in using the Priava Service will comply with all applicable laws, rules and regulations. You warrant that you have the right and authority, or have otherwise procured all required consents, authorisations and



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permissions, to disclose Your Content (including Personal Information in relation to any person that forms part of Your Content) to us and to use Your Content in conjunction with and as part of the Priava Service. By creating, submitting, posting or otherwise making Your Content available to Priava and/or others, you acknowledge and agree that you have evaluated and bear all risk associated with Your Content and under no circumstances will Priava, its Related Companies, officers, directors, employees, agents, contractors, licensors, vendors or suppliers be liable in any way for Your Content or any person's use of Your Content, including any errors or omissions. You are solely responsible for properly configuring and using the Priava Service and taking your own steps to maintain appropriate security protection and backup of Your Content. Priava personnel will not access Your Content except: **(a)** as part of providing, maintaining, securing, modifying or processing any payment in respect of the Priava Service; **(b)** at your request or with your consent as part of addressing or preventing a service, support or technical issue; or **(c)** in connection with a valid legal requirement such as in compliance with any law, regulation, search warrant, subpoena or court order. You must not upload via our Website any materials which infringe any third party's copyright, patent, trade mark, trade secret, confidentiality, privacy or other proprietary or intellectual property rights or which violate any applicable law, statute, ordinance or regulation. You agree to comply with Priava's procedures and policies in respect of uploading information and materials as specified on our Website from time to time. You warrant that you own all copyright in, or otherwise have the right to upload, reproduce and permit us to reproduce, Your Content. Solely to enable us to provide the Priava Service to you, you agree to grant us, or warrant that you have procured for us from the copyright owner or licensor, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to do and authorise the doing of all acts comprised in the copyright in all of Your Content. Subject to your rights to return of Your Content under clause 16**(e)**, we reserve the right to delete or destroy Your Content at any time after expiry, cancellation or termination of your Account or this User Agreement for any reason as applicable.

- 22. Suggestions:** You grant Priava a royalty-free, worldwide, perpetual, irrevocable licence to use and incorporate into the Priava Service any suggestions, enhancement requests, recommendations or other feedback provided by you in relation to the Priava Service or this User Agreement.
- 23. Information on the Website:** Information on our Website may or may not change from time to time. It is not promised or guaranteed to be correct, current, or complete. Our Website may contain technical inaccuracies or typographical errors. Priava assumes no responsibility (and expressly disclaims responsibility) for updating its Website to keep information current or to ensure the accuracy or completeness of any posted information. Accordingly, you should confirm the accuracy and completeness of all posted information before making any decision related to any products or services described on our Website.
- 24. Third-party material:** Our Website may provide links or references to third party websites (Linked Sites) or display material sourced from a third party (such as a service supplier, merchant or consumer) (Third Party Material). Priava is not responsible for and does not endorse the content of Linked Sites or Third Party Material, any use (or misuse) of information you may supply to or obtain from a Linked Site or any Third Party Material, or for any goods or services offered via Linked Sites or any Third Party Material. Priava does not warrant or represent the accuracy, utility or any other characteristic of Third Party Material or information or content appearing on any Linked

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Sites. Priava is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from our Website.

- 25. Viruses:** You are responsible for protecting your computer from malicious or destructive content and programs such as viruses, worms and Trojans, and to protect your information as you deem appropriate.
- 26. Use of our Website:** We reserve the right to limit the volume of Your Content that you may upload at any time. You agree to comply with all applicable domestic and international laws (including common law) applicable to your use of our Website. Without limitation, you agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of our Website, including, but not limited to, by uploading or transmitting through the Website any viruses, worms, trojans or other potentially destructive programs designed to interfere with, interrupt or disrupt the normal operating procedures of the Website or any computer. You must not post on our Website, communicate or upload any material that is abusive, defamatory, obscene, contrary to law or to the rights of any party. Priava may block or delete any material posted to our Website or otherwise uploaded or communicated that Priava decides contravenes that requirement. You must not impersonate or misappropriate the identity of another person. You must not attempt to use our Website or any of its content to solicit others to participate in any organisation or commercial on-line service. Use of our Website in contravention of this User Agreement may result in you being banned from our Website, being liable to Priava for breach of contract and/or infringing applicable law.
- 27. Disclaimer of warranty:** Use of the Priava Service is at your sole risk. To the extent legally permitted, all materials, information, products, programs, software and services are provided “as is”, with no warranties or guarantees whatsoever. Priava expressly disclaims to the fullest extent permitted by law all express, implied, statutory and other warranties, guarantees or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary and intellectual property rights. Without limitation, Priava does not represent or warrant that the Priava Service (including any software forming part of the Priava Service and the functions of such software) will be uninterrupted, error-free or secure, that any defects will be corrected, or that the Priava Service or the server/s that makes the Priava Service available is free of viruses or other harmful elements. You agree that in using the Priava Service you have not relied on any statement or representation made by Priava not expressly contained in this User Agreement. You understand and agree that if you access, download or otherwise obtain materials, information, products, software, programs or services from the Website or otherwise forming part of the Priava Service, you do so at your own discretion and risk and that you will be solely responsible for any damages that may result, including loss of data or damage to your computer system. If applicable law prohibits the exclusion of any of the warranties, guarantees, conditions or representations referred to above, to the extent legally permitted, Priava limits its liability for breach of any such warranties, guarantees, conditions or representations to resupply of the affected products or services or payment of the cost of resupply of the affected products or services, at Priava’s discretion.

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- 28. Limitation of liability:** To the extent legally permitted, in no event will Priava be liable to you or any other person for: **(a)** any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from the Priava Service or any use of the Priava Service, or of any site, service, product or resource linked to, referenced or accessed through the Website, or for the use or downloading of, or access to, any materials, information, products or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data; **(b)** your inability to access or use the Priava Service, including as a result of any **(i)** termination or suspension of this User Agreement or your right to access or use the Priava Service pursuant to the terms of this User Agreement, **(ii)** our discontinuation of any part of or all of the Priava Service for any reason or **(iii)** any unanticipated or unscheduled downtime of all or a portion of the Priava Service for any reason, including as a result of power outages, system failures or other interruptions; or **(c)** any unauthorised access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of Your Content or other data of any type, even if Priava is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort (including negligence) or any other legal theories. To the extent that the above exclusion of liability is unenforceable, invalid or ineffective for any reason, it will be severed from this User Agreement and Priava's maximum aggregate liability for all losses, damages and other amounts referred to in the above exclusion of liability under any cause of action referred to in the above exclusion of liability is limited to an amount equal to the total Service Fees paid by you during the 6 month period immediately preceding the event giving rise to the relevant claim.
- 29. Indemnity:** You agree to indemnify, defend, and hold harmless Priava, its Related Companies, officers, directors, employees, agents, contractors, licensors, vendors and suppliers (including AWS) (Indemnified Parties) from and against all Losses made or suffered by you, the Indemnified Parties or any other person due to or arising out of: **(a)** your access to and use of the Priava Service; **(b)** any violation of this User Agreement, any terms and policies it incorporates by reference, the rights of another party, any applicable law, statute, ordinance or regulation; **(c)** Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party intellectual property or other rights by Your Content or by the use, development, production, publication or display of Your Content; or **(d)** any activity related to your Account (including negligent or wrongful conduct) by you, any Authorised User or any other person accessing the Priava Service using your Internet account or your Log-In Details.
- 30. Confidential Information:** Each party may use the Confidential Information of the other party only in connection with the supply and use of the Priava Service as permitted under this User Agreement. Neither party will disclose the Confidential Information of the other party during the Term or at any time during the 5 year period following the end of the Term. Each party will take commercially reasonable measures to avoid disclosure, dissemination or unauthorised use of the other party's Confidential Information, including, at a minimum, those measures each party takes to protect its own confidential information of a similar nature. You agree not to issue any press release or make any other public communication with respect to this User Agreement or use of the Priava Service. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this User Agreement.

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- 31. Alteration:** Priava may alter the terms of this User Agreement and our Policies from time to time by posting the altered version on our Website at [www.priava.com/legal](http://www.priava.com/legal). You should visit the Website regularly to keep up to date with any alterations. By continuing to access and use the Priava Service or this Website, you accept the User Agreement current at the time you access and use it. In the case of an alteration, the altered User Agreement only applies after the alteration takes effect.
- 32. Import and Export controls:** You acknowledge and agree that your use of the Priava Service may be subject to compliance with United States and other applicable country export control and trade sanctions laws, rules and regulations (Export Control Laws). You are solely responsible for complying with applicable Export Control Laws and monitoring any modifications to them. You represent and warrant that: **(a)** you are not a citizen of, or located within, a nation that is subject to US trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea); **(b)** you are not identified on any US government restricted party lists; and **(c)** no part of Your Content is subject to any restriction on disclosure, transfer, download, export or re-export under applicable Export Control Laws. You agree that you will not use the Priava Service to disclose, transfer, download, export or re-export, directly or indirectly, Your Content or any other content or material to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which you may be subject.
- 33. Notices:** Except as otherwise specified in this User Agreement, all notices, permissions and approvals must be in writing and will be deemed to be given upon: **(a)** personal delivery; **(b)** the second business day after mailing; **(c)** the second business day after sending by confirmed facsimile; and **(d)** the first business day after sending by email.
- 34. Severance:** If any part of this User Agreement is deemed unlawful, void or for any reason unenforceable then that provision is deemed to be severable from this User Agreement and does not affect the validity and enforceability of any of the remaining provisions of this User Agreement.
- 35. Waiver:** No failures to exercise and no delay in exercising on our part any right or privilege under this User Agreement operates as a waiver thereof. A waiver by us of any breach of this User Agreement does not prevent the subsequent enforcement of that provision and will not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 36. Survival:** Clauses 6, 7, 16, 17, 20, 27, 28, 29 and 30 survive termination or expiry of this User Agreement.
- 37. Entire agreement:** This User Agreement and any other document or policies referred to herein constitute the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understanding or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on statements, warranties or representations given or made by any of them in relation to the subject matters of this User Agreement, save those expressly set out in this User Agreement, and that, to the extent legally permitted, they have no rights or remedies with respect to such subject matter otherwise than under this User Agreement.

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- 38. Force Majeure:** We will be under no liability to you in respect of anything which may constitute a breach of this User Agreement arising by reason of force majeure, or circumstances beyond our control including, but not limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, war, terrorism, civil commotion or civil authority, including acts of local government and parliamentary authority, inability to supply any part of the Priava Service, telecommunications failure, power outages, materials, breakdown of equipment and disputes of whatever nature and for whatever cause arising including, but without prejudice to the generality of the foregoing, work to rule, overtime bars, strikes and lock outs.
- 39. Assignment:** You are not allowed to assign, novate, delegate or sub-contract any of your rights and obligations under this User Agreement. We may assign, novate, delegate or sub-contract any of our rights and obligations under this User Agreement at our discretion.
- 40. Relationship:** Nothing in this User Agreement creates or is intended to create any relationship of agency, partnership, joint venture, employment or similar between the parties. You have no authority to bind us or our Related Companies in any way.
- 41. Applicable law:** This User Agreement is governed by and must be construed in accordance with the laws of England and Wales. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

## Definitions:

For the purposes of this User Agreement:

**Account** means the online user account which must be registered in order to subscribe to, access and use all or part of the Priava Service.

**App** means the mobile phone app known as the Priava App through which you can access and use certain aspects of the Priava Service and which is available for download from the Apple Store or Google Play.

**Authorised Users** means individual users (identified by name or total number) which are expressly authorised by Priava to access and use the Priava Service through your Account.

**Confidential Information** means, in respect of a party, all non-public information disclosed by that party, its affiliates, business partners or their respective employees, contractors or agents to the other party that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including: **(a)** non-public information relating to technology, customers, business plans, promotional and marketing activities, finances and other business affairs; and **(b)** third-party information that the disclosing party is obligated to keep confidential. Confidential Information does not include any information that: **(a)** is or becomes publicly available without breach of this User Agreement; **(b)** can be shown by documentation to have been known to the receiving party at the time it is received; **(c)** is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or **(d)** can be shown by documentation to have been independently developed by the receiving party.

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**Content** means any information (including Personal Information relating to any person), software, data, text, audio, video, images, documents or other materials or content (tangible or intangible) you, or any other person (including merchant) authorised by you, provide to us or upload to our database via this Website from time to time, including for future access by you and your Authorised Users through the Website.

**EU Data Directive** means EU Directive 95/46/EC of the European Parliament and the Council of 24 October 1995 on the Protection of Individuals with regard to the Processing of Personal Data and the Free Movement of Such Data, 1995 O.J. L 281.

**Modules** means the different modules of the software comprising the Priava Service as described in the Quote or on the Website from time to time.

**Payment Gateway** means the third party payment facility we use to process your payments for the Priava Service from time to time.

**Personal Information** has the meaning given in the Privacy Policy.

**Policies** means the Privacy Policy, any Quote signed by you, any terms or policies referenced in or incorporated into this User Agreement and any other policies applicable to your access to and use of the Priava Service as provided on the Website or otherwise notified to you by Priava from time to time.

**Priava Content** means Content that Priava or any of its Related Companies, content suppliers, service providers or licensors make available in connection with the Priava Service or on the Website to allow access to and use of the Priava Service.

**Priava Service** means **(a)** the venue and event management software Module and any other software, applications and solutions made available by Priava to end users via the Website (including the App) from time to time for which you have registered an Account; **(b)** the provision of access to such software, applications and solutions; and **(c)** the supply by Priava of the Standard Support.

**Privacy Policy** means the Priava Privacy Policy available on the Website at [www.priava.com/legal](http://www.priava.com/legal) as updated from time to time.

**Quote** means the separate quotation issued to you by Priava which sets out details of the specific Priava Service (including relevant Modules) offered to you by Priava and the applicable Service Fee, which must be signed by you as a condition of and prior to you registering an Account and accessing the Priava Service.

**Related Companies** means Priava Holdings Pty Ltd, Priava Management Pty Ltd, Priava Pty Ltd and any other subsidiaries, holding companies or subsidiaries of holding companies of those companies and Priava Limited from time to time.

**Service Fee** means the annual or monthly subscription fees payable to register an Account and access and use all or part of the Priava Service (including in respect of each Module) at the rates specified in the Quote or on the Website or as otherwise agreed between you and Priava.

**Standard Support** means the standard support services provided by Priava as part of the Priava Service and as specified in Schedule 1 to this User Agreement.

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**Term** has the meaning given in clause 13.

**Website** means the website located at [www.priava.com](http://www.priava.com), any website which replaces that website from time to time and any other application distribution platform (including the App) through which Priava provides the Priava Service.

**Your Content** means Content that you or any Authorised User: **(a)** runs on the Priava Service; **(b)** uploads to the Priava Service under your Account; or **(c)** disclose to us by any means and in any form from time to time.

**Your Personal Information** means personal information supplied by you to Priava for the purposes of the Priava Service or otherwise in connection with this User Agreement including the information specifically referred to in this User Agreement or our Privacy Policy.

## Schedule 1 – Standard support

### 1. Standard Support

Programming and diagnostic services necessary to correct any material errors or malfunctions of the Priava Service comprising the following:

- a. help desk to provide operational problem diagnosis and correction services in respect of the Priava Service by telephone available only between: **(i)** 9am – 5pm Monday to Friday (excluding public holidays) Australian Eastern Standard Time in the case of Standard Support supplied by Priava from Australia; and **(ii)** 9am – 5pm Monday to Friday (excluding public holidays) UK time in the case of Standard Support supplied by Priava from the UK; and
- b. answering application and procedural questions over the telephone to explain functions and features of the Priava Service to a maximum of five **(5)** hours per month.

### 2. Your obligations

The provision of Standard Support is subject to you:

- a. providing us with access to and use of all information necessary to provide the Standard Support;
- b. maintaining, or cause to be maintained, all computer equipment that is used in connection with the Priava Service in a manner that does not in any way interfere with the operation of the Priava Service;
- c. maintaining a daily backup and recovery procedure for Your Content and all data files for reconstruction of lost or altered files, data or programs;
- d. following routine operator procedures as specified in any associated computer equipment operating manuals;

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- e. providing and maintaining a telephone line and remote system access facilities reasonably required by Priava to remotely provide the Standard Support and for scheduled use by Priava personnel while providing Standard Support;
- f. ensuring that you and all Authorised Users have completed the appropriate training courses regarding use of the Priava Service as may be required by Priava from time to time; and
- g. assuming responsibility for all telephone charges related to Standard Support.

### 3. Conditions of Service

- a. Priava is under no obligation to provide or perform any Standard Support or any other support, technical or professional services if any such support or services are required because of any improper use, damage, modification or accident of or to any equipment used in connection with the Priava Service, caused by anyone other than Priava.
- b. Priava will only provide the Standard Support and any other support and technical services to your nominated representative as notified by you to Priava from time to time (“Nominated Representative”) who must be proficient in the use of the Priava Service and have the technical capacity and skill to implement the Standard Support provided by Priava. Priava may refuse to provide Standard Support or any other support and technical services to any person who is not your Nominated Representative.
- c. You acknowledge and agree that Priava will not be responsible for any file maintenance and any associated costs, error, data corruption, operational scheduling conflicts, or Priava Service failure caused by the misuse of the Priava Service due to any negligence, error, malicious intent, or misunderstanding, by you or by any lack of proficiency in the use of the Priava Service or implementation of the Standard Support by your Nominated Representative. In the event of such errors, Priava may use reasonable commercial efforts to assist you in correcting such error at your sole expense.
- d. If any Standard Support or other support, technical or professional services are required as a result of the causes stated above, such support and services may be provided by Priava if requested by you at Priava’s sole discretion and will be subject to additional fees calculated on a time and materials basis at Priava’s standard rates as applicable and published from time to time.
- e. Priava refuse to provide Standard Support if you use the Priava Service in conjunction with any third party software or equipment which has not been certified as being compatible by Priava.
- f. Priava may immediately suspend Standard Support by written notice to you if you are in arrears of payment for any Service Fee for thirty (30) days or more. Standard Support will not be resumed until the Service Fee is paid in full.
- g. In cases where backup and/or disaster recovery for any part of your system or Your Content is performed by a third party, you will be responsible for paying any fees incurred as a result of backup and restore operations.
- h. The provision of Standard Support is subject to a reasonable use limitation at Priava’s discretion.



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## Schedule 2 – Service level agreement

This Service Level Agreement (SLA) is a policy governing the use of the Priava Service under the terms of the User Agreement between Priava and you. This SLA applies separately to each Account. Unless otherwise provided herein, this SLA is subject to the terms of the User Agreement and capitalized terms will have the meaning specified in the User Agreement. We reserve the right to change the terms of this SLA in accordance with the User Agreement.

### Service Commitment

Priava will use commercially reasonable efforts to make the Priava Service available with an Annual Uptime Percentage of at least 99.95% during the Service Year. In the event Priava does not meet the Annual Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

### Definitions

**Service Year** is the preceding 365 days from the date of an SLA claim.

**Annual Uptime Percentage** is calculated by subtracting from 100% the percentage of 5 minute periods during the Service Year in which the Priava Service is unavailable to you. If you have been using the Priava Service for less than 365 days, your Service Year is still the preceding 365 days but any days prior to your use of the Priava Service will be deemed to have had 100% availability. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Priava Exclusion (defined below).

**Unavailable** means that all of your running instances of the Priava Service have no external connectivity during a five minute period and you are unable to launch replacement instances.

**Eligible Credit Period** is a single month, and refers to the monthly billing cycle in which the most recent Unavailable event included in the SLA claim occurred.

**Service Credit** is a dollar credit, calculated as set forth below, that we may credit back to an eligible Account.

### Service Commitments and Service Credits

If the Annual Uptime Percentage for a customer drops below 99.95% for the Service Year, that customer is eligible to receive a Service Credit equal to 10% of their bill for the Eligible Credit Period. To file a claim, a customer does not have to wait 365 days from the day they started using the service or 365 days from their last successful claim. A customer can file a claim any time their Annual Uptime Percentage over the trailing 365 days drops below 99.95%.

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We will apply any Service Credits only against future Service Fee payments otherwise due from you; provided that, we may issue the Service Credit to the credit card that you used to pay the Service Fee for the billing cycle in which the error occurred. Service Credits shall not entitle you to any refund or other payment from Priava. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one pound (£1). Service Credits may not be transferred or applied to any other Account. Unless otherwise provided in the User Agreement, your sole and exclusive remedy for any unavailability or non-performance of the Priava Service or other failure by us to provide the Priava Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

## **Credit Request and Payment Procedures**

To receive a Service Credit, you must submit a request by sending an e-mail message to [admin@priava.com](mailto:admin@priava.com). To be eligible, the credit request must **(i)** include your Account number in the subject of the e-mail message; **(ii)** include, in the body of the e-mail, the dates and times of each incident of Unavailable that you claim to have experienced including instance ids of the instances that were running and affected during the time of each incident; **(iii)** include your server request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and **(iv)** be received by us within thirty (30) business days of the last reported incident in the SLA claim. If the Annual Uptime Percentage of such request is confirmed by us and is less than 99.95% for the Service Year, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

## **Priava Exclusions**

The Service Commitment does not apply to any unavailability, suspension or termination of the Priava Service, or any other Priava Service performance issues: **(i)** that result from a suspension described in clause 11 of the User Agreement; **(ii)** caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Priava Service; **(iii)** that result from any actions or inactions of you or any third party; **(iv)** that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); **(v)** that result from failures of individual instances not attributable to Unavailability; or **(vi)** arising from our suspension and termination of your right to use the Priava Service in accordance with the User Agreement. If availability is impacted by factors other than those explicitly listed in this Service Level Agreement or the User Agreement, we may issue a Service Credit considering such factors in our sole discretion.

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## Annex 1: DETAILS OF PROCESSING OF PERSONAL INFORMATION

This Annex 1 includes details of the processing of Your Personal Information as required by Article 28(3) EU Data Directive.

### **Subject matter and duration of the processing**

Subject to clause 17(3)(f), we will process Your Personal Information for the duration of the User Agreement, unless otherwise agreed in writing.

### **The nature and purpose of the processing of Personal Information**

We will process Your Personal Information in order to provide the Priava Service pursuant to the User Agreement.

### **The types of Personal Information to be processed**

The categories of data subject to whom the Personal Information relates are:

- Your employees, agents, advisors and/or freelancers (who are natural persons)
- Users authorized by you to use the Priava Services

### **The categories and nature of Personal Information**

You may submit Personal Information to the Priava Services, the extent of which is determined and controlled by you in your sole discretion.

Such Personal Information may include the following categories of Personal Information:

- First and last name
- Title
- Position
- Employer
- Business Contact information (company, email, phone, physical business address)