

Datagator Ltd Standard Sales Terms

1st April 2018 Version

1. ABOUT THIS DOCUMENT

This document sets out the terms and conditions applicable to the sale of document toolkits, templates and other works by Datagator Ltd (our “standard sales terms”). These standard sales terms apply to all orders submitted Datagator Ltd on or after the version date of these standard sales terms shown above. Please note that we only offer contracts in the English language. Nothing in these standard sales terms shall affect statutory rights of consumers, to the extent that they may not be limited or excluded by law. No terms and conditions proposed by you shall apply to the sale contract.

2. ABOUT DATAGATOR LIMITED

DATAGATOR LTD is a company registered in England and Wales with company number 12260399 and registered office at 23, Cardiff Street, Aberdare, CF44 7DP.

3. DEFINITIONS

In these standard sales terms: “delivery” means in relation to the products, and as determined by us, either making them available to you for download (such as by supplying you with a download URL or giving you access to them on a file sharing service), or supplying them to you by email attachment, or supplying them to you on any physical storage medium (such as a CD); “intellectual property rights” means copyrights, design rights, patent rights, trade marks, rights in databases, rights to confidentiality, know-how and privacy, and all other rights, in and to the products or any works forming part of the content of the products; “licence” means a licence to be granted by us in respect of each product as detailed in clause 10; “licensee” means you, or, if you are purchasing the products for a third party, the third party who is identified as the intended licensee in the sale contract terms instead of you; “licence terms” means the most recent version of our licence terms for products at the time the sale contract is made, available on request or through our website, or as included within or accompanying any products; “price” means for each unit quantity of product ordered, the amount stated as price in the sale contract terms; “other charges” means any other charges, fees and amounts stated in the sale contract terms to be payable by you under the sale contract, in addition to the price; “payment in full” means payment in full in cash or cleared funds of the price and all other charges for all products; “products”

means the document toolkits, templates and other works ordered by you and to be supplied by us under the sale contract, as detailed in the sale contract terms; “sale contract” means the contract which incorporates these standard sales terms; “sale contract terms” means these standard sales terms, the product descriptions on our website, any acknowledgement of order from us which led to the sale contract, any written quotation from us that led to the contract, if you ordered the products through our website, the information set out in any checkout and/or ordering webpages on our website which you submitted and led to the sale contract, if you ordered by any other method than our website, any written order from you which we acknowledged in writing, and any terms implied by law – but excluding any terms expressly excluded by these sale contract terms and any additional or alternative terms proposed by you, and so that each of the forgoing items shall take precedence over those listed after it in the event of conflict; “you” and “your” means the person purchasing the products from us, who has entered into the sale contract with us, as stated in the sale contract terms; “URL” or “link” means a uniform resource locator, being the address of a resource on a server connected to the internet, also known as a web address; and “UK” or “United Kingdom” mean the United Kingdom of Great Britain and Northern Ireland, including the dependencies of the Channel Islands and the Isle of Man, but not any British overseas territories; “we”, “us”, “our”, “DATAGATOR LTD” means ; “website” means each of our websites from time to time, and any content and services available through the same, including any website on which these standard sales terms appear, and any third party websites we use to provide on our behalf any ordering or payment functionality through our website, or that otherwise host or provide on our behalf any services available through our website; “working day” means Monday to Friday, excluding bank and public holidays in England; “works” includes textual, literary, dramatic, musical or artistic works, sound recordings, graphics, images, films and video.

4. HOW THE SALE CONTRACT IS FORMED

If your order is through our website or in response to a quotation or pro-forma invoice from us which is not itself a legal offer to you, then: (a) your order to us is your offer to purchase the products on and subject to the sale contract terms, and subject to our acceptance of your order; (b) your order is accepted, and the sale contract is made, if we deliver the products to you (including where we provide you with a URL from which to download the products), or if we send you an email or other written communication confirming receipt of your order. If your order is in response to a quotation or pro-forma invoice from us which is a legal offer to you, then your order amounts to your unconditional acceptance of our offer on and subject to the sale contract terms. You represent that all information you provide in connection with a sale contract is and will

be true, accurate, current, and complete in all respects, and you shall keep such information updated without undue delay.

5. SALE AND PURCHASE

When the sale contract has been made, we agree to supply to you a copy of the products and to grant a licence in respect of each product, on and subject to the sale contract terms, and you agree to pay our price and other charges for such copy and licence as set out in the sale contract terms. If you have ordered multiple quantities of any product, then we will grant a licence for each unit quantity ordered under Clause 10. We reserve the right to terminate any sale contract without stating reasons, and for any reason, prior to processing payment and granting access to our products.

6. REFUNDS POLICY

Without prejudice to any right to terminate in the event of our breach of the sale contract, you may not cancel or terminate your order or the sale contract without our prior agreement in accordance with this Clause 6. If you decide that you no longer require the products you have purchased and wish to cancel the sale contract, you should inform us via email within 7 days of purchase. Due to the electronic downloadable nature of our products, we shall not be obliged to agree to any cancellation of the sale contract, or give any refund of the price or other charges, and any cancellation and refund will be at our sole and absolute discretion. If we allow a cancellation and refund of the sale contract in whole or in part, then to the extent of such cancellation: each licence shall terminate immediately; you shall (and you shall procure that the licensee shall) securely and irretrievably delete and destroy all copies of the products supplied by us, and all full or partial copies subsequently deriving from them, and all other works you or the licensee makes which include any full or partial copy of the products; you shall (and you shall procure that the licensee shall) confirm in writing that such deletion and destruction has been completed within 7 days of an allowed cancellation, otherwise the cancellation will cease to have effect; you shall (and you shall procure that the licensee shall) complete fully and in good faith a questionnaire about the products and why you have cancelled, so that we can improve them; and, on and subject to receipt of your (and the licensee's) confirmation of such deletion and destruction and completed questionnaire, we will refund the price (but not any other charges, such as taxes) within 30 days, and we will only be obliged to issue the refund to the payment card or bank account used to make such payment.

7. NO CONSUMER CANCELLATION RIGHTS

Whilst our website and products are not targeted at consumers, if you are a consumer to whom the Consumer Contracts (Information, Cancellation and Additional Payments)

Regulations 2013 applies, then normally you would have the right to cancel the sale contract by informing us within 14 days of the date the sale contract was made. However, under Section 37 of those regulations, you agree that we may deliver to you the products before the end of the cancellation period, and you acknowledge that if delivery of the products begins before the end of the cancellation period your right to cancel under those regulations will be lost.

8. PRICE AND PAYMENT

8.1 Obligation to pay

You agree to pay the price set out in the sale contract terms for each product and unit quantity of product, and you agree to pay all other charges set out in the sale contract terms.

8.2 VAT

The price and any other charge (unless it is a tax) is stated exclusive of any value added tax, which shall, if applicable, be payable by you at the same time as the price, at the rate applicable by law. If you are a purchaser in the European Economic Area then you acknowledge that (depending on the law), value added tax may be payable based on your local law and rates. You must provide us with your vat registration number (if any) and agree that if you fail to do so, we may assume that you do not have one and/or that you are a consumer, and charge value added tax accordingly, so that you will be responsible for recovering the same separately and independently if you consider value added tax was not payable or could have been zero-rated. "value added tax" means any UK value added tax or any other similar sales or consumption tax applicable in any other part of the world which we are required to pay, charge or collect or which is otherwise applicable to the sale contract.

8.3 Delivery and other taxes

The products are delivered ex-works, and accordingly: you are responsible for paying any costs we incur in delivering the products to you; you are responsible for arranging and complying with any formalities necessary to import the products in a country outside the UK; the price is exclusive of any taxes, duties or levies for importing the products into a country outside the UK, which you shall pay directly, or pay to us on demand if we are to incur them.

8.4 Invoicing and payment

We may invoice for the price and all other charges at any time after we receive your order. Unless we have agreed in writing a credit period, the price and each other charge are payable with your order, and we shall not be obliged to deliver any products until

we have received payment in full. If we have agreed a credit period, then: (a) unless otherwise agreed in writing, you must pay the price and each other charge within that credit period, and the credit period is measured from the date of our invoice; and (b) if we have not specified the length of that credit period, it shall be 15 days from the date of our invoice. The price and each other charge must be paid in the currency in which it is stated. You must make payment of the price and each other charge by one of the methods set out in our website or by electronic bank transfer to such bank account as we may nominate. You authorise us to take payment of the price and each other charge from any card or other payment service for which you provide details, at the time of, or at any time after you have submitted, your order, whether or not the order has been accepted by us or a sale contract has been formed, or if a credit period has been allowed, on or at any time after the last working day of that credit period.

9. DELIVERY AND FORMAT OF COPIES, AND CONFIDENTIALITY

We will deliver to you copies of the products by such method as we may determine within a reasonable time after: (a) having received payment in full, or (b) if a credit period has been allowed, after the sale contract has been made. We may deliver the products by such method as we decide in our sole discretion. We may provide access to the documents for a limited period of time through a file sharing service which may also limit the number of times you may download a copy, and in such case after that period of time and number of downloads has expired or been used up, any further copies will be supplied at our discretion only. We will deliver the products in binary or other digital or numeric form, and in such format as may be indicated on our website, or selected by you in any order, or if not stated or selected, in Microsoft Office document form. You are responsible for procuring the necessary systems, software and services to enable you to download the products and store, read and edit them. You agree to maintain strictly confidential the products, and you agree not to disclose the products to any third party, except that you may disclose the products in strict confidence to the licensee or to any person the licensee may direct as permitted by the licence terms.

10. PRODUCT LICENCES

10.1 Grant of licences

With respect to each unit quantity of product purchased under the sale contract, on delivery by us of the products we hereby grant a full licence to the licensee in respect of the product as set out in and subject to the licence terms, which grant shall be a third party right of the licensee, but such third party right shall at all times be subject to the licence terms and the licensee complying with the licence terms, and subject to you complying with the terms of this sale contract. If you are not the licensee, you shall communicate to the licensee the licence terms.

10.2 Warranty of ownership

We warrant to you that: (a) we have the right to grant the licences in clause 10.1 above; that the products are our sole original work, except for any third party works included by us in them; and (b) that as at the date the contract was made we have received no claim that the products when used in accordance with the licence infringe the intellectual property rights of a third party.

10.3 Licensee issues

If you are not the licensee: (a) you guarantee the performance of the licence by the licensee; (b) you agree to indemnify us and hold us harmless against any losses we may suffer as a result of breach of the licence by the licensee; and (c) you agree to indemnify and hold us harmless against any claims made against us by and/or liability of us to the licensee (if not you) relating to the products or the licence, including due to our breach of any obligation or duty of care in connection with the same owed to the licensee, and against any costs and expenses (including legal costs) suffered or incurred by us in connection with any such claims.

11. INTELLECTUAL PROPERTY ACKNOWLEDGEMENT

You acknowledge and agree that: all intellectual property rights in and to the products are and shall be and remain our sole and absolute property, and that of any third party identified in the products with respect to any part stated to come from a third party; that nothing in the sale contract shall or is intended to effect an assignment of any title or interest (including legal or equitable) in or to such intellectual property rights to you, the licensee or any third party, or any agreement to do the same; that the only licence granted in relation to the products shall be the licences granted pursuant to clause 10, and that all other express or implied licences with respect to the products are hereby excluded; and that this clause 11 shall benefit and be enforceable against you by any third party referred to in it.

12. DESCRIPTION, QUALITY AND CLAIMS PERIOD

If you have previously seen the products (such as evaluation copies) before purchasing them then we warrant that we will deliver the products as seen, and you agree that the products are acceptable to you and conform to the sale contract. If you have not previously seen the products, we warrant that the products will conform to the description set out in the sale contract terms and that they will be of satisfactory quality generally, but not that they will be fit for any special purposes made known by you or the licensee. All other statements as to the quality of the products made by us shall not

apply. You must notify us within 7 days of delivery of the products if you consider the products do not conform to the requirements of the above warranty or any other terms of the sale contract. If we do not receive such notice

in such period then the products will be deemed to be accepted by you and the licensee and to be in full conformity with the above warranty and all other terms of the sale contract (other than the warranties concerning intellectual property rights in clause 10). If we do receive such notice in such period, you shall give us a reasonable opportunity, of not less than 30 days to correct any non-conformity with the sale contract, before you may exercise any right to reject the products and terminate the sale contract. Except as provided in the previous sentences of this Clause 12, we give no promise, warranty or representation with respect to the quality or content of our products. All implied terms concerning the quality, description, or compliance with sample of our products, or as to reasonable care and skill in relation to services provided are hereby excluded to the fullest extent permitted by law.

13. LIMITATION OF LIABILITY

You agree that we assume no and shall have no duty of care to you or the licensee (or its affiliates) with respect to the products, that the products shall be used at the sole risk of you and the licensee, and that the products do not amount to any advice or representation from us that you or the licensee may rely on. You agree that we shall have no liability to you for any of the following losses you may suffer, whether direct or indirect, and whether foreseeable or not: loss of profit, revenue, opportunity, custom, business, contract, expectation, or reputation; any fines; any cost or expense incurred by you in reliance on the sale contract or the products conforming to the sale contract; your cost of purchasing substitutes for the products; and your liability to any third parties. You agree that we shall have no liability to you for any special, indirect, or consequential loss. You agree that our liability to you shall in any event be limited to: (a) an amount equal to 100% of the price payable by you to us for a product with respect to any liability we have to refund such price by you to us in respect of that product, in whole or in part; and (b) an amount equal to 50% of the price payable by you to us for all of the products under the sale contract, with respect to any other liability which we may have to you and any other loss or damage you may suffer or incur. The caps in liability in the previous sentence shall apply both to any single event or circumstance giving rise to our liability, and to all events or circumstances giving rise to our liability in the aggregate. Nothing in the sale contract terms shall limit or exclude our liability for fraud or fraudulent misrepresentation, or for death or personal injury caused by our negligence. References to our liability to you or the licensee in the sale contract include: liability for breach of the sale contract; liability under the terms of the sale contract;

liability for breach of a duty of care or other negligence under the sale contract or arising in connection with the products or sale contract, including for negligent misstatement; liability for misrepresentation (other than fraudulent); liability for breach of any statutory duty or liability under a statute; and any liability (including any of the foregoing) of any nature arising out of, in connection with sale contract, the products or the performance of the sale contract. You agree that for the purposes of this clause 13, references to us include our shareholders, officers and employees, who shall benefit from this clause as a third party right.

14. FORCE MAJEURE

We shall not be liable to you for any failure or delay in delivering of the products due to any event of force majeure. The following events shall (without limitation) be deemed to be events of force majeure: any events affecting the internet or occurring to any products during transmission over the internet; any downtime, interruption, unavailability, delay or failure affecting any computer system, internet server, payment service, or internet or telecommunication services used to collect payment or host, make available for download, or deliver any products; power failure; industrial action; civil unrest; fire, flood, storms, or earthquakes; acts of terrorism; acts of war; governmental action; or any event that is beyond our reasonable control.

15. TERMINATION

15.1 Termination for non-payment

If we have not received or been able to collect payment of all amounts payable by you under the sale contract before or within 7 days after the date by which they are payable to us, or if any payment received from you is clawed-back or otherwise recovered from us, then we may at any time after that point terminate the sale contract, and such event shall be deemed to be a repudiatory breach of the sale contract by you.

15.2 Termination for breach

Without prejudice to clause 15.1, If you commit any other breach of the sale contract (other than a trivial breach) and you do not remedy that breach within 7 days of notice from us of the breach, then we may at any time after that point terminate the sale contract, and such breach shall be deemed to be a repudiatory breach of the sale contract.

15.3 Consequences of termination If the sale contract is cancelled or terminated for any reason then: (a) all licences shall automatically terminate and shall cease to be exercised; (b) you shall, and you shall ensure that each licensee shall, securely and irretrievably delete and destroy all copies of the products supplied by us, and all full or

partial copies subsequently deriving from them, and all other works you or the licensee makes which include any full or partial copy of the products, and shall confirm in writing that such deletion and destruction has been completed within 7 days; (c) we shall not be liable to refund any price or other charge, unless expressly stated in these standard sales terms or we are liable to do so due to a breach of the sale contract by us, and provided that you have complied with para (b) above; and (d) if the reason was your breach of the sale contract, we shall still be entitled to retain and recover the price and other charges from you in full notwithstanding that any licence to use the products has terminated as a result of the termination.

16. GENERAL

16.1 Notices

Any notice under the sale contract shall be valid if (and only if) sent in writing by hand, prepaid courier or post, fax, or email to, or left in writing at, the address or number supplied by the other party in any website or in the sale contract terms, or to the registered office of the other party (if any), or if neither of those is available, to any office or trading address of the other party, to the address of any director of the other party, or to the last known address or fax number of the other party. A notice shall be deemed to have been duly given and received when (and only when): delivered or left at the other party's address, if sent by hand, courier or other messenger, or recorded delivery post; if sent by facsimile, when successful transmission in full has completed, as evidenced by a transmission report from the sending machine; if sent by email, when delivery to the mail server of the intended recipient has been completed, whether or not the e-mail is subsequently placed in the recipient's mail box or read, which may be evidenced by a successful delivery or relay report from the sending mail server, whether or not the destination server gives a notification; or if sent by post, on the 5th day following mailing, if to an address in the same country as the sender, and on the 10th day following mailing, if to an address in a different country.

16.2 Assignment of the sale contract

You may not assign or transfer to any third party the benefit of the sale contract or any rights under or in relation to it. We may assign or transfer to any third party the benefit of the sale contract and any debts that arise under it.

16.3 Entire agreement

The sale contract terms represent the entire terms of the sale contract. You agree that you have not been induced to enter into the sale contract by any representation from us, but without affecting any liability we may have for fraudulent misrepresentation. You agree that all terms implied by law and rights created by statute in your favour or to your benefit shall not apply to the sale contract to the fullest extent permitted by law.

16.4 Sub-contracting

We may sub-contract the performance of the sale contract.

16.5 No third party rights

Except as provided in clauses 10(PRODUCT LICENCES) and 13(LIMITATION OF LIABILITY), the sale contract shall not benefit or be enforceable by any third party.

16.6 No waiver

No failure or delay by either party in enforcing the performance of any provision of the sale contract shall constitute a waiver of that provision or the right to subsequently enforce that provision or any other provision of the sale contract. No waiver by a party of any breach of the sale contract shall be valid unless in writing. Any waiver by a party of any breach of the sale contract shall be valid only for the circumstances of that breach, and shall not be a waiver of any preceding or subsequent breach of the same or any other provision or constitute a continuing waiver.

16.7 Severance

In the event that one or more of the provisions of the sale contract is found by a court or tribunal of competent jurisdiction to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of the sale contract, but the remainder of the sale contract shall continue to be valid and enforceable.

16.8 Enforcement costs

You agree to pay all legal fees (on an indemnity basis), court fees, and other fees, costs and expenses incurred by us in: (a) recovering any amounts payable under or otherwise enforcing the sale contract; (b) in enforcing any intellectual property rights against you (including in pursuing any claim for infringement of intellectual property rights by you); or (c) in enforcing any settlements or judgements obtained by us in relation to the sale contract or our intellectual property rights; and (d) in successfully defending any claims made by you against us.

16.9 Law and jurisdiction

The sale contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim between the parties relating to the sale contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be subject to the exclusive jurisdiction of the courts of England and Wales EXCEPT THAT we shall be entitled to bring a claim against you and enforce the sale contract and our intellectual

property rights, and to recover any amount payable by you under the sale contract, in any jurisdiction where you are resident, domiciled, established or have any office or place of business.

16.10 References

Unless the context otherwise requires, each reference in sale contract to: “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means; a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; a “party” or the “parties” refers to persons who have entered into the sale contract; a clause is a reference to a clause of these standard sales terms; the singular shall include the plural and vice versa; a reference to a “person” includes any individual, partnership, company or other separate legally recognised entity. The headings used in the sale contract terms are for convenience only and shall have no effect upon the interpretation of the sale contract.

END OF TERMS OF SALE