

RETAILER TERMS AND CONDITIONS OF ZIGZAG GLOBAL LTD

These terms and conditions were last updated on 17th February 2026 (the “**Terms and Conditions**”)

These represent the terms and conditions of ZigZag Global Ltd, a company incorporated in England and Wales under company number 09404819, and with registered office at 14th Floor, 33 Cavendish Square, London W1G 0PW (the “**Supplier**”, “**we**” or “**us**”).

These terms and conditions together with the service order (the “**Service Order**”) provided to “**the Company**”, as the retailer contracting with the Supplier, shall form the “**Contract**” between the Company and the Supplier.

In the event of a conflict between the Terms and Conditions and any Service Order, the Service Order shall prevail.

We may amend or update the Terms and Conditions from time to time, and such amended terms and conditions shall apply to the Company’s use of the services. It is the Company’s responsibility to check regularly to ensure the Company is aware of the terms and conditions that apply to the Company’s use of the Supplier services.

1. Licence and Services

- 1.1 The Company shall pay the Supplier the Charges as detailed in the Service Order. In return, the Supplier will provide the Company with a non-exclusive, non-transferable, royalty-free licence to use the Supplier’s intellectual property (the “**Supplier’s IP**”), including the Software as detailed in the Service Order, during the Term solely for the Company’s internal business operations. The “**Software**” is the returns management portal operated by the Supplier (the “**Returns Management Portal**”) and/or the post purchase management portal operated by the Supplier (the “**Post Purchase Management Portal**”), as detailed in the Service Order.
- 1.2 The Company shall not:
 - 1.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Supplier’s IP in any form or media or by any means or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Supplier’s IP;
 - 1.2.2 obtain any ownership rights in the Supplier’s IP and shall only acquire limited rights to use the Supplier’s IP as set out in the Contract;
 - 1.2.3 access all or any part of the Supplier’s IP in order to build a product or service which competes with the Supplier’s IP;
 - 1.2.4 use the Supplier’s IP to provide services to third parties (save for enabling and arranging returns in accordance with this Contract);
 - 1.2.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Supplier’s IP available to any third party (save for allowing access by consumers to the Software via the Company’s website); or
 - 1.2.6 attempt to obtain, or assist third parties in obtaining, access to the Supplier’s IP other than as provided by the terms of this Contract.
- 1.3 The Supplier shall, during the Term, provide the Company and the Company’s customers (the “**Consumers**”) access to the Software in accordance with this Contract, and, where the Software includes the Returns Management Portal shall arrange for the carriers to collect the returns parcels and deliver these to the address which the Company shall notify to the Supplier (in writing) from time to time, and as agreed between the parties (the “**Return Services**”). Where the Software includes the Post Purchase Management Portal, the Supplier shall provide services relating to e-commerce order and shipment tracking, including but not limited to: managing order and package information; retrieving tracking information from carriers; generating notifications to keep Consumers informed about their

shipments; providing a tracking page for Consumers; displaying any relevant tracking and shipment information; and any other related ancillary services that may reasonably be required (the “**Post Purchase Services**”). Together, or individually as specified in the Service Order, the Return Services and/or the Post Purchase Services shall constitute the “**Services**”. These Terms and Conditions shall apply to the Services, unless otherwise stated, in which case specific provisions of these Terms and Conditions will apply solely to the Post Purchase Services.

- 1.4 The Company engages the Supplier in respect of these Services to offer returns services to Consumers, which can be initiated by the Consumers via the Software (“**Company Returns Services**”). The Company may charge certain fees to Consumers to access the Company Returns Services. As part of the Services, the Supplier shall collect any funds (including any such fees or Delivery Costs (as defined below)) (the “**Funds**”) from the Consumers via their use of the Software in accordance with clause 3.9.
- 1.5 The Supplier does not make any warranties or guarantees regarding the Software.
- 1.6 Failure to make payment of any valid invoice within 30 days of the due date shall entitle the Supplier to suspend the Services subject to prior written notification.
- 1.7 The Company is permitted to use certain appointed carriers to provide the Services (the “**Carriers**”) as nominated by the Supplier or contracted directly with the Company, as determined by the Company from time to time.
- 1.8 Where the Supplier sells the carriage as a service to the Company, the Supplier shall act as principal in its contract with the Company for the provision of Carrier services. In order to provide the Carrier services to the Company, the Supplier will, acting on its own behalf, procure the services of Carriers under the Supplier’s separate agreement with each Carrier.
- 1.9 Where the Company contracts directly with Carriers, the Company is responsible for ensuring that the Carrier has charged the Company correctly. Where the Supplier sells the carriage as a service to the Company, the Company is responsible for ensuring the services mapped are correct. The Supplier shall assist with remedying any issues only for a period of up to 60 days from the day of setup/integration.
- 1.10 It is the Company’s responsibility to ensure services, account numbers and destinations are correctly mapped.
- 1.11 Where the Company uses the Services for the carriage of dangerous goods (the “**Carriage of Dangerous Goods**”), the Company warrants and guarantees the following to the Supplier:
 - 1.11.1 it meets the requirements of ADR (European Agreement concerning international carriage of Dangerous Goods by Road), IMDG (International Maritime Dangerous Goods), and IATA (International Air Transport Association) (where applicable) with their own Dangerous Goods Safety Adviser (“**DGSA**”); and
 - 1.11.2 any goods carried by the Supplier and/or its Carriers containing Dangerous Goods fully comply with the requirements of the relevant ADR / IMDG Special Provision 188 and / or if applicable to the relevant IATA DGR packing instructions including the limits and maximum quantities allowed in each of the relevant packaging standards.
- 1.12 Where the Company uses their own Carrier accounts for the Carriage of Dangerous Goods, it is the responsibility of the Company to inform the Consumer how to package, apply labels and to otherwise deal with the Dangerous Goods for delivery. The Company shall hold the Supplier harmless and hereby indemnify the Supplier (without limitation) against all claims, demands, actions, proceedings, damages, losses, reasonable costs including legal fees, payments and expenses made against, incurred or suffered by the Supplier (whether in tort, contract or otherwise) as a result of the Company’s failure to comply with this clause 1.12.
- 1.13 Where the Supplier provides Carriage of Dangerous Goods for the Company, using the Supplier’s Carrier accounts, the Company shall fully and promptly hereby indemnify and hold harmless the Supplier

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(without limitation) against all claims, demands, actions, proceedings, damages, losses, reasonable costs including legal fees, payments and expenses made against, incurred or suffered by the Supplier (whether in tort, contract or otherwise) as a result of the Company's failure to comply with the terms of clause 1.11. In such circumstances, the specific Carriers shall be named in the Service Order.

- 1.14 The Company shall not share, distribute, or otherwise make available any data, reports, or outputs provided by the Supplier to any third party, or for use by a third party including but not limited to external service providers such as claims tools, carbon emissions calculators or similar platforms, without the prior written consent of the Supplier. Any commercial arrangement involving such third-party access must be agreed upon directly with the Supplier.

2. The Software

- 2.1 The Supplier shall, during the Term, provide the Services in accordance with the service levels included in accordance with Appendix 1 to these terms and conditions (the "**Service Levels**") and shall at all times ensure that it allocates sufficient resources to the Services to enable it to comply with this obligation. Should any issues with the Service Levels arise, the Company shall report them to the Supplier in accordance with the incident response policy set out in Appendix 2.

- 2.2 The Supplier shall ensure that the Software has an uptime service availability of no less than ninety-nine point seven per cent (99.7%), except for:

2.2.1 periods of no longer than fifteen (15) minutes for planned maintenance of Software carried out during the maintenance window of 06.00 to 18.00 UK time, subject to such planned maintenance being notified to the Company no less than twenty-four (24) hours in advance and being approved in writing by the Company (which shall include via email); and

2.2.2 periods of no longer than forty-five (45) minutes for unscheduled maintenance performed outside normal business hours in England and Wales ("**Normal Business Hours**"), provided that the Supplier has used reasonable endeavours to give the Company at least six (6) Normal Business Hours' notice in advance.

- 2.3 It is the responsibility of the Company to monitor and/or subscribe to service status updates via <https://status.zigzag.global/>. The Supplier shall not be liable for any disruptions, delays, or issues arising from the Company's failure to stay informed through the available status updates.

- 2.4 The Supplier warrants that it has in place and will keep in place at all times during the Term, an appropriate business continuity and disaster recovery plan which, in the event of emergency or failure, ensures the continued performance of its computer systems, telephone systems and any other system or service required to ensure the continued performance of the Services in accordance with this Contract (including but not limited to the Software). In the event of such emergency or failure of such systems, the Supplier will immediately notify the Company of the details of the incident and the expected impact on the Services.

- 2.5 The Supplier shall not be responsible for managing the Company's stock or for providing refunds to Consumers.

3. The Supplier's Obligations

- 3.1 The Supplier shall not be liable under this Contract to the extent that any non-conformance is caused by use of the Services by the Company, contrary to the Supplier's express instructions, or modification or alteration of the Software by any party other than the Supplier or the Supplier's duly authorised contractors or agents.

- 3.2 The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from service outages by third party suppliers, or from delays in the transfer of data over communication networks and facilities, including the internet, and the Company acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications.

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- 3.3 The Supplier shall not be responsible for any loss, damage, cost, expense or claim suffered or incurred by the Company arising out of or in connection with:
- 3.3.1 any act, omission, fraudulent or wilful misconduct of the Consumers, end users, or any third party, including, but not limited to limitation, any negligence, misuse, tampering, misrepresentation or other such fraudulent activity;
 - 3.3.2 any interference with, alteration of, or misuse of any return label, barcode, QR code or other return identifier generated or facilitated through the Supplier's Software, including but not limited to cases where a label has been tampered with, copied, reused or applied to an incorrect parcel; or
 - 3.3.3 any loss suffered by the Company as a result of the Company choosing to accept, process or issue a refund to a Consumer.
- 3.4 The Company shall indemnify and keep the Supplier indemnified on demand, against any and all claims, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable and properly incurred legal and professional fees) arising out of or in connection with the matters set out in clause 3.3, or any matters analogous to them.
- 3.5 Unless the Supplier's validation services (the "**Validation Services**") are expressly used in relation to a return, the Supplier shall have no responsibility or liability for the contents of any parcel returned by a Consumer, including, but not limited to whether the correct item has been returned, the condition of the item, or whether the parcel contains any item at all.
- 3.6 For the purposes of these Terms, "Validation" comprises a visual and descriptive inspection and comparison of the item returned by a Consumer against the item the Consumer has declared they are returning and that the Company expects to receive. Such validation is limited to confirming that the general type, category, and description of the returned item appear consistent with the corresponding return data and imagery. The Validation Services are intended to support the early identification of mismatches, irregularities, or potential fraud within the returns process and may assist the Company in accelerating refund decisions and reducing subsequent handling requirements and customer related queries.
- For the avoidance of doubt, the Validation Services do not include, and the Supplier shall have no obligation to undertake, any verification of the authenticity, provenance, condition, functionality, completeness, or value of any item returned by a Consumer. Any scan, status update, or notification produced as part of the Validation Services confirms solely that a parcel has been scanned or processed at a particular warehouse and shall not constitute confirmation of the authenticity or full assessment of the item's contents. The Supplier shall use best efforts in good faith, but the Supplier shall not be held responsible in the event of any act of fraud by the sender of the goods or other third parties prior to receipt of the goods.
- 3.7 Any decision by the Company to issue a refunds, replacements, or credits to Consumers based on information, scans, or notifications provided through the Validation Services are made entirely at the Company's discretion and risk. The Company shall not be entitled to recover from the Supplier any losses, costs or expenses arising from such decision.
- 3.8 In the event of a parcel being lost or damaged as a result of acts or omissions by the Carriers or other third-party suppliers, the Supplier shall manage and process claims subject to the terms outlined below:
- 3.8.1 The final decision on whether any claim is accepted or compensated rests solely with the Carrier or third-party supplier. All claims for lost or damaged parcels must be submitted to the Supplier by the Company in writing within seven (7) days of the date of delivery or the expected delivery date, whichever is earlier. The Company is responsible for providing all necessary documentation to support the claim.

- 3.8.2 To the extent that the Company contracts directly with Carriers for the Carrier services, the Supplier shall manage and process claims on behalf of the Company. Where a claim is accepted, any compensation monies that are owed by the Carriers to the Company will be paid directly by the Carrier to the Company. The Supplier is not a party to the contract between the Company and the Carrier/ third-party supplier for the provision of Carrier services and will not be responsible for the receipt or payment of any compensation monies. The Supplier shall not be liable for any indirect, consequential, or additional losses incurred by the Company.
 - 3.8.2 Where the Supplier sells the carriage as a service to the Company, the Supplier shall manage and process claims directly with the Carrier. Where a claim is accepted by the Carrier or third-party supplier, compensation monies will be paid to and received by the Supplier acting on its own behalf in accordance with the agreement between the Carrier and the Supplier. The Supplier shall retain fifteen percent (15%) of the total claim value as an administration fee before remitting any remaining amount to the Company. The Supplier shall not be liable for any indirect, consequential, or additional losses incurred by the Company beyond the compensated value, less the administration fee.
 - 3.8.3 The Company may choose to independently obtain additional insurance coverage at its own cost to further mitigate risk.
 - 3.9 By using the Services and offering the Company Returns Services to Consumers via the Software, the Company authorises and appoints the Supplier to act as the Company's commercial agent to directly negotiate and/or conclude the sale of the Company Returns Services between the Company and the Consumers, subject to the terms outlined herein. As part of the Services:
 - 3.9.1 The Supplier shall collect any Funds from the Consumers via the Consumers' use of the Software. The Supplier may engage the services of appropriately authorised third party payment service providers to collect the Funds on the Supplier's behalf, using a payment gateway. The Supplier collects the Funds on behalf of the Company only (and not on behalf of Consumers).
 - 3.9.2 The Supplier's receipt of the Funds from the Consumers constitutes the discharge of the debt owed by the Consumer to the Company in connection with Company Returns Services. For the avoidance of doubt, the Supplier does not contract with or act on behalf of the Consumers in respect of the collection of Funds. The Supplier is not a party to the contract between the Company and the Consumers for the provision of the Company Returns Services. Any prior contract to buy and sell the products which are to be returned by way of the Company Returns Services is made only between the Company and the Consumer concerned, and the Supplier is not a party to any such contract.
- The following mechanisms apply to the Funds:
- 3.9.3 where the amount of Funds received by the Supplier from the Consumers exceeds the amount of Fees the Company is due to pay the Supplier for the relevant month, the net balance will be remitted to the Company, within 45 days of the relevant month end (unless otherwise agreed); and
 - 3.9.4 where the amount of Funds received by the Supplier from the Consumers is less than the amount of Fees the Company is due to pay the Supplier for the relevant month, the Funds will reduce the monthly invoice due by the Company to the Supplier, and the Company shall remit the balance of Fees outstanding for the relevant month in accordance with clause 5).
- 3.10 Where the Software includes the Returns Management Portal, and in the event of a parcel being lost or damaged, the Supplier shall pass through liabilities and service levels as received by third party suppliers as to the event that the Company were in direct contract with the third party supplier. The Supplier will

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make all reasonable endeavours to support the Company with third party claims. The Company may elect to independently purchase additional insurance(s).

3.10 The Supplier shall, at all times throughout the Term:

- 3.10.1 comply with the Company's reasonable instructions in respect of the provision of the Services;
- 3.10.2 ensure that the Supplier uses all due skill and care in the performance of the Services;
- 3.10.3 ensure that the Services are of satisfactory quality and fit for purpose;
- 3.10.4 provide the Services in a timely and professional manner;
- 3.10.5 ensure that the Supplier observes all health and safety rules and regulations and any other reasonable security requirements that apply to the provision of the Services including but not limited to the Company's requirements which are applicable at the Company's premises and which have been communicated to the Supplier; and
- 3.10.6 on a monthly basis (unless otherwise agreed by the parties), provide to the Company an invoice for the Services provided.

3.11 Where the Software includes the Returns Management Portal, the Supplier will store any items returned by the Consumer ("**Returned Products**") for no longer than one (1) month, and thereafter the Supplier may charge the Company for storage or return the Returned Products at its sole discretion. All costs of returning goods shall be borne by the Company or the Consumer, as the case may be.

3.12 The Supplier warrants that it has or shall obtain at its own cost and will maintain all licences, consents, permissions, authorisations and permits necessary for the performance of its obligations under this Contract, if any.

3.13 The Supplier warrants that it holds all right, title, and interest in and to the Supplier's IP free and clear of any rights or encumbrances of any third parties in respect of the Supplier's IP which would adversely affect the rights granted to the Company under this Contract.

3.14 To the extent permitted by applicable law and save as expressly set out elsewhere in this Contract, the Supplier disclaims all other conditions, warranties or other terms which might have effect between the parties with respect to the Supplier's IP, or be implied or incorporated into this Contract, whether by statute, common law or otherwise, including any implied conditions, warranties, or other terms relating to satisfactory quality, reasonable skill and care, fitness for any particular purpose or ability to achieve a particular result.

3.15 The Supplier shall provide the Software in accordance with its information security policy, which can be found <https://info.zigzag.global/zigzag-global-policy-page>.

3.16 The Supplier, and/or its appointed Carriers, shall be permitted to open parcels containing Returned Products in order to verify the contents, and to ensure such parcels pass border control checks.

3.16 Where the Supplier is providing Post Purchase Services, the terms of this clause 3.16 shall apply. Provided the Supplier has received all information that may be required under clauses 4.9.2 and 4.9.3, the Supplier shall:

- 3.16.1 send notifications (via email, SMS, or WhatsApp) to Consumers updating them on the status of their shipment;
- 3.16.2 provide access to a tracking page to keep Consumers informed about their shipments; and
- 3.16.3 send notifications at reasonable intervals to Consumers to provide information on package dispatch, carrier pickups, and any delays.

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3.17 Where the Software includes the Post Purchase Management Portal the terms of this clause 3.17 shall apply. The Supplier does not guarantee that the Post Purchase Management Portal will:

3.17.1 meet the specific requirements of the Company or the Consumer; or

3.17.2 operate without interruption, or be free from bugs, errors or other defects.

4. The Company's Obligations

4.1 The Company shall:

4.1.1 provide such information or instructions to enable the Supplier to provide the Services;

4.1.2 comply with all applicable law with respect to the Company's activities under this Contract, including legally required fields in data feeds including but not limited to providing HTS codes, EORI number, VAT information, tracking information, weights or other data required to facilitate the destruction, consolidation, sale or export of goods;

4.1.3 be solely responsible for providing accurate data;

4.1.4 accept sole responsibility and liability for any losses incurred if inaccurate data or instruction is sent by the Company or any third party acting on behalf of the Company;

4.1.5 carry out all the Company's responsibilities under this Contract in a timely and professional manner;

4.1.6 ensure that the Company's use of the Supplier's IP is in accordance with these terms and conditions;

4.1.7 be solely responsible for procuring and maintaining the Company's network connections and telecommunications links from the Company's systems to the Software, and the Company acknowledges and agrees that the Supplier shall not have any responsibility whatsoever for any problems, conditions, delays, delivery failures or any other loss or damage arising from or relating to the Company's network connections or telecommunications links or caused by the internet;

4.1.8 be responsible for the installation and set-up of the Company's access to the Software and shall do so in accordance with any reasonable instructions given by the Supplier; and

4.1.9 provide all data requested by the Supplier in order to ensure Returned Products can pass through border control (where appropriate), provided that the Supplier shall be permitted to charge the Company for rectifying any such non-compliant or incomplete data provided.

4.2 The Company is not obliged to provide any information under this clause 4 which the Company reasonably deem may breach the Company's privacy policy, terms of business or any statutory obligations.

4.3 The Company shall not during the Term, and for twelve (12) months after termination, directly solicit or offer to employ or engage or otherwise endeavour to entice away from the Supplier any person employed or engaged by the Supplier.

4.4 The contract for the supply and purchase of products/goods is between the Company and the Consumer only. When the Supplier receives Funds from the Consumer, the Company acknowledges and agrees that it is obliged to process such returns in accordance with the Company's returns policy, which may or may not lead to a decision by the Company to refund the Consumer. For the avoidance of doubt, the Company shall be solely responsible for any decision to refund Consumers for Returned Products. If the Company decides to refund the Consumer, the Supplier is not responsible for processing or paying monies to any Consumer which the Company decides to refund to the Consumer.

- 4.5 The Company hereby confirms that:
- 4.5.1 parcels shipped through the Software to the Company's returns address are retail customer and/or stock returns, which have not been altered or advanced in value, from the same origin country, and were in free circulation at the time of export (if applicable);
 - 4.5.2 shipments, as described above, are eligible for duty relief as per the condition of Returned Goods Relief (RGR) described in public Notice 236: Returned Goods Relief;
 - 4.5.3 the Company's Economic Operator Registration Number is included within the Service Order;
 - 4.5.4 the Company shall inform its local tax and customs authority of any discrepancies which result in underpayment of revenue;
 - 4.5.5 the Supplier (and its authorised service partners) is authorised to act as the Company's direct representatives in facilitating returned goods relief on customer returns, as described within this clause 4.5. This instruction is issued on the basis that evidence of relief is available from the Company's records, and the Company accepts responsibility for ensuring the accuracy of such declarations;
 - 4.5.6 The Company has complied with applicable export control, sanctions, customs laws and regulations or other applicable regulatory requirements and restrictions related to the import, export, transit or transfer of goods;
 - 4.5.7 The Company has declared any controlled dual-use or military goods subject to government authorizations contained in any shipment(s); and
 - 4.5.8 The Company has provided all information, permits, licenses or other government authorisations and documents, as required by applicable law or upon request, and all information, permits, licenses or other government authorisations and documents provided by the Company or its representatives are true, complete and accurate, including the value and description of the goods and Shipper and Consignee information.
- 4.6 In connection with clause 3.9, the Company agrees that the Consumer's obligation to pay the Company any Funds (including return fees or Delivery Costs) due to the Company in connection with the Company Returns Services is satisfied when the Consumer validly pays such monies to the Supplier. The Company agrees that the Company will not seek recourse (legal or otherwise) against a Consumer or any third party (including, but not limited to any payment service provider or gateway) for such payment if the Consumer has validly paid the Supplier in the manner referred to in clause 3.9.
- 4.7 Exclusivity of Returns Management Services:
- 4.7.1 During the Term, the Company shall ensure that all returns which fall within the scope of the Services as set out in the applicable Service Order (the "**In-Scope Returns**") are initiated and processed exclusively via the Software and the Services. The Company shall not, and shall procure that any member of its corporate group shall not, appoint, engage, use or permit any third party provider of returns management, returns portal, reverse logistics platform or similar service that competes with the Supplier in respect of the In-Scope Returns.
 - 4.7.2 For the avoidance of doubt, nothing in clause 4.7.1 prevents the Company from: (i) contracting directly with Carriers in accordance with clause 1.7; or (ii) using its own Carrier accounts, provided that all In-Scope Returns are initiated and managed via the Software and form part of the volume processed through the Services.
 - 4.7.3 The Company shall not design, procure, license or operate any internal or third-party system or process which has the effect of bypassing the Software for the handling of In-Scope Returns or reducing the volume of In-Scope Returns processed through the Services, save with the Supplier's prior written consent.

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- 4.5.4 Any material breach of this clause 4.7 shall be deemed a material breach of this Contract for the purposes of clause 15.2.2.
- 4.8 Out of Scope Development: the Company acknowledges and agrees that any development which is not expressly included in the Service Order and/or any applicable Statement of Work, including, without limitation, the onboarding or configuration of new carrier services, integrations with third-party platforms, or any additional functionality or services, shall be deemed out of scope, and the Supplier shall be entitled to charge an implementation fee and any applicable ongoing maintenance or support fees for such work. Unless otherwise agreed in writing, all such out-of-scope work shall be chargeable at the Supplier's development fee daily rate or other applicable rates set out in the Service Order (or, where not specified, at the Supplier's then-current standard rates), and all such fees shall form part of the Charges and be invoiced and payable in accordance with clause 5.
- 4.9 Where the Supplier is providing Post Purchase Services, the provisions of this clause 4.9 shall apply. The Company hereby represents, warrants, and confirms, on its own behalf and on behalf of the Consumer, that they:
- 4.9.1 shall cooperate in good faith and in a reasonable manner with the Supplier in relation to all matters concerning the Post Purchase Services;
- 4.9.2 shall respond promptly to any requests from the Supplier to provide information, give approvals or authorisations, or make decisions reasonably necessary for the Supplier to provide the Post Purchase Services in accordance with these Terms and Conditions; and
- 4.9.3 shall submit their own documents or provide information that the Supplier may reasonably request in order to provide the Post Purchase Services, and to ensure that said documents or that said information is complete and accurate in all circumstances.
- 4.10 Where the Supplier is providing the Post Purchase Management Portal, the provisions of this clause 4.10 shall apply. The Company hereby represents, warrants, and confirms, on its own behalf and on behalf of the Consumer, that:
- 4.10.1 the Company and the Consumer each possess and maintain suitable equipment, including hardware, operating systems, and an internet connection with sufficient bandwidth, which meets the technical requirements necessary for activation and use of the Post Purchase Management Portal, as described in the Service Order;
- 4.10.2 they shall implement all appropriate technical and organisational measures to protect its systems, networks, workstations, hardware, software, data, and passwords against any malicious programmes, unauthorised access, and intrusions;
- 4.10.3 they acknowledge and accept that user training, including careful review of any documents provided by the Supplier, is a prerequisite for the proper and effective use of the Post Purchase Management Portal; and
- 4.10.4 they shall maintain, and ensure that its users maintain, an adequate level of knowledge necessary to use the Post Purchase Management Portal optimally, in accordance with the best practices provided by the Supplier. It is the Company's responsibility to ensure that its users possess the skills required to effectively use the Post Purchase Management Portal.
- 4.11 The Company may, at any time, submit to the Supplier a comment or suggestion regarding the Post Purchase Management Portal or the Post Purchase Services, including proposals for potential improvements or modifications (collectively, the "**Contributions**"). The Company acknowledges and accepts that the communication of its Contributions does not generate any obligation for the Supplier, to implement any changes. Any such Contributions provided by the Supplier shall be on an "as is" basis, without any representation, warranty, or guarantee of any kind, whether express or implied, from the Supplier.

5. Charges and Payment

- 5.1 The Company shall pay the implementation fees stipulated in the Service Order, and the Services shall not commence until such payment has been made. In addition, the Company shall pay the subscription fees detailed in the Service Order (the “**Subscription Fees**”) and such other charges as are applicable for the Services provided to the Company by the Supplier, including for the avoidance of doubt, any charges associated with the Post Purchase Management Portal and any Post Purchase Services, as detailed in the Service Order (the “**Charges**”). Such Charges may include SMS charges, a list of which is available on request from the Supplier, and may be updated by the Supplier from time to time and if applicable, to the Services.
- 5.2 The Supplier shall invoice the Company monthly in arrears for the Subscription Fees and any Charges that have been incurred, and the Company shall pay each invoice within thirty (30) days from date of such invoice. The Supplier reserves the right to introduce Direct Debit as a payment method. In such a case, the Company agrees to provide the necessary authorisation and banking details to facilitate the Direct Debit process. The Supplier will notify the Company in writing of any changes in the payment method at least thirty (30) days in advance.
- 5.3 Subject to clause 5.4, if the Supplier has not received payment within fifteen (15) days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- 5.3.1 the Supplier may, without liability to the Company, disable the Company’s password, account and access to all or part of the Software, and the Supplier shall be under no obligation to provide any or all of the Services while invoice(s) remain unpaid; and
- 5.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% above the then prevailing base lending rate of the Bank of England, commencing on the due date of payment and continuing until fully paid.
- 5.4 In the event that the Company reasonably disputes an invoice from the Supplier, the Company shall notify the Supplier in writing (which may be by email) within fifteen (15) days of receipt of the invoice. The Company shall provide such evidence as may be reasonably necessary to verify the disputed invoice and the parties shall negotiate in good faith to attempt to resolve the dispute as soon as reasonably practicable. If the parties are unable to do so within twenty-eight (28) days of the date of the Company notifying the Supplier of an issue, then the dispute shall be escalated to such directors of the parties who have authority to resolve and sign off on the relevant issues on behalf of their respective organisations. If no resolution has been reached within twenty-eight (28) days of such escalation, the parties may refer the dispute to the Courts or engage in such alternative dispute resolution procedure as the parties may agree between them. All disputed invoice amounts may be withheld and shall not become due until the dispute has been resolved. Where only part of an invoice is disputed, the undisputed amount shall be payable on the due date for payment. For the avoidance of doubt, such disputed sum(s) shall not attract interest under clause 5.3 for the period in which it is disputed in accordance with this clause 5.4. In any event the Supplier shall only be liable for invoice discrepancies claimed within 15 days, and any claims received outside this period will not be honoured. The Company is responsible for promptly checking the accuracy and completeness of all invoices, charges, prices and calculations. The Supplier shall only be liable for invoice discrepancies or billing errors notified within fifteen (15) days of receipt of the relevant invoice, and any claims received outside this period will not be honoured. For the avoidance of doubt, and irrespective of the nature, cause or origin of any pricing discrepancy, billing error, administrative error, system error or agreed price not being implemented (including any error, omission or negligence on the part of the Supplier), the Supplier’s total liability for any historical claims relating to invoices which have already been issued or settled shall be strictly limited to a maximum period of sixty (60) days from the invoice date. Any adjustment due in respect of a verified billing discrepancy shall be satisfied solely by way of a credit note or credit applied against future invoices, unless the Supplier agrees otherwise in writing.

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- 5.5 Delivery costs of Returned Products shall be borne either by the Company or the Consumer, in accordance with the Company's returns policy. For the avoidance of doubt: (i) the Supplier shall not be responsible at any time for delivery costs of products ("**Delivery Costs**"); (ii) the payment by the Consumer to the Supplier for Delivery Costs will constitute settlement and discharge of the debt owed by the Consumer to the Company for the same in accordance with clause 3.9; and (iii) in the event that the Company has defrayed any Delivery Costs, howsoever arising, the Supplier shall invoice the Company for such costs and clauses 5.2 and 5.3 shall apply mutatis mutandis.
- 5.6 The Supplier shall not be responsible for the payment of any taxes or duties with respect to any Returned Products and in the event that any taxes or duties are paid by the Supplier, the Supplier shall be entitled to be reimbursed in full by the Company. The Supplier shall invoice the Company for the reimbursement and clauses 5.2 and 5.3 shall apply mutatis mutandis.
- 5.7 All amounts stated or referred to in this Contract:
- 5.7.1 shall be payable in pounds sterling unless otherwise specified;
 - 5.7.2 are non-cancellable and non-refundable; and
 - 5.7.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the rate applicable and chargeable under English law from time to time.
- 5.8 The parties acknowledge and agree that the Subscription Fees and Charges shall be fixed for any initial term stipulated in the Service Order (an "**Initial Term**"), except that the Supplier shall be entitled to increase the Subscription Fees in accordance with the UK retail price index only. At the end of the Initial Term, the Supplier shall be free to increase the Subscription Fees and the Charges at any time by giving the Company no less than one (1) months' prior written notice, whether in line with the UK retail price index or otherwise. The Company shall be entitled to terminate this Contract by giving notice as specified in clause 15.1 in the event that the price increase is not acceptable. For the avoidance of doubt, this clause 5.8 shall not apply to increases in Carrier fees or additional surcharges levied by third party suppliers, which shall be passed on to the Company in accordance with the terms of this Contract. In such case, the Supplier will notify the Company of the price change giving not less than the same number of days' notice as received by the Carrier or third party supplier.
- 5.9 Where the Company has not reached the Minimum Declared Volume, as specified in the Service Order, the Supplier shall be entitled to increase the Subscription Fees and Charges at any time during the Initial Term or the Term, as detailed in the Service Order.
- 5.10 The Supplier may impose, review or reduce a credit limit from time to time at its sole discretion.
- 5.11 The Company understands that Carriers may subsequently invoice the Supplier for additional carriage costs. The Supplier will pass all Carrier charges directly onto the Company, regardless of when these are incurred.
- 5.12 Administration charges may apply if inaccurate weights are supplied by the Company and volumetric weights may apply if greater than dead weight.
- 5.13 The Supplier shall charge the Company for each label fee requested by the Consumer irrespective as to whether it is used or not. Such label fees are specified in the Service Order.
- 5.14 The Supplier reserves the right to charge for any new features or services not included in the original scope with the Company, subject to a Statement of Work. The Company shall have the right to elect not to use a new feature or service if the Suppliers commercial proposal is not accepted.
- 5.15 The Supplier may, at its option, set off against sums due to the Company any sums due to the Supplier from the Company (where relevant). This may include, but is not limited to, Funds received from Consumers paying for returns or Delivery Costs, that the Supplier collects on behalf of the Company as the Company's commercial agent in accordance with Section 3.4.

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5.16 The Supplier shall have a lien on all goods carried for the Company for any amount due to the Company, whether pursuant to this Contract or otherwise, and for the cost of recovering the same. In the event that the amounts owing to the Supplier in respect of which it has a lien are not satisfied within a reasonable time of the debt falling due, the Supplier may (at its own discretion):

5.16.1 sell the goods, privately or by auction, and apply the proceedings of sale towards any money owing to the Supplier and the expense of the sale, and will account to the Company for the balance remaining (if any); or

5.16.2 destroy the goods if a sale under clause 5.16.1 above is impractical, in the opinion of the Supplier, due to the value or saleability of the goods in question or otherwise,

and any such sale or destruction (as the case may be) shall be a full discharge of any liability of the Supplier in respect of the goods.

6. Proprietary Rights

6.1 The Company acknowledges and agrees that the Supplier owns all intellectual property rights in the Supplier's IP. Except as expressly stated herein, this Contract does not grant the Company any rights to, or in patents, copyright, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Supplier's IP.

6.2 The Company acknowledges that the Software may contain third party intellectual property components, proprietary or open source ("**Third Party Components**"). The Supplier grants to the Company, on the basis of the licenses acquired from its licensors, and unless expressly stipulated otherwise in the Contract, a right to use such Third Party Components in accordance with the terms and conditions of the Contract or, where applicable, the specific terms and conditions of the licenses linked to such Third Party Components.

6.3 The Supplier recognises that the Company's trade marks (including the Company's name and/or any existing or future trademarks, service marks, business name, brand name, logos or associated get-up related to this in each case whether registered or unregistered, together with any improvements, amendments or alterations and/or any other mark, logo or name owned or used by the Company from time to time) (together "**the Company's IP**"), and the goodwill associated with the Company's IP are the Company's property, and are the Company's valuable assets and the Supplier shall not, without prior written permission from the Company, make any use of the Company's IP, nor the Company's name, for marketing or other purposes, nor register the Company's IP or any similar mark or logo (whether as a business or trade name, trade or service mark or corporate name or otherwise) in any form or for any purposes whether before or after the termination or expiry of the Services, nor shall the Supplier make any representation or do any act which may be taken to indicate that it has any right title or interest in or to the Company's IP or any part of it.

6.4 The Company hereby permits the Supplier to use the Company's name, trademark and information on services provided by the Supplier on its standard marketing material(s) and website(s) for the purposes of illustrating that the Company is a client of the Supplier. The Company agrees to act as a reference on behalf of the Supplier and will also participate in testimonials and case studies when requested by the Supplier.

7. Service Performance

7.1 The Supplier undertakes to monitor Carriers to ensure, as far as it is within the Supplier's control, that the Carriers comply with the Service Levels when performing the Services.

7.2 The terms and conditions applicable to the Carrier Services are detailed in clause 10 of these Terms and Conditions.

8. Development Services

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If required by the Company, the Supplier shall perform development services. Where this is applicable, the extent of such development services, and associated charges, shall be agreed between the parties in a Service Order.

9. Change of Services

- 9.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 9.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time (and in any event not more than ten (10) business days after the requested change), provide a written estimate to the Company of:
- 9.2.1 the likely time required to implement the change;
 - 9.2.2 any necessary variations to the Charges arising from the change (in the event that the same constitutes a fundamental change to the Service provision); and
 - 9.2.3 any other impact of the change on this Contract.
- 9.3 Unless both parties consent in writing to a proposed change and the terms of such change, there shall be no change to this Contract.

10. Carrier Terms

- 10.1 Where the Supplier sells the carriage as a service to the Company, the Company acknowledges that as between the Supplier and the Carrier, general terms may apply to the services provided by Carriers which may impact the ability of the Supplier to provide Carrier services to the Company. Such terms are general in nature, and there may be additional or different terms applied by each Carrier. The Company acknowledges and agrees that it is the responsibility of the Company to check the terms and conditions of the relevant Carrier nominated by the Supplier. The general terms may include the following:
- 10.1.1 All prices shown exclude VAT, duties, taxes and surcharges (where applicable).
 - 10.1.2 Shipments are charged at the greater of actual and volumetric weight.
 - 10.1.3 Carriers reserve the right to amend the above charges at any time.
 - 10.1.4 Airfreight lanes may be subject to minimum uplift.
 - 10.1.5 Fuel surcharges are included unless otherwise specified.
 - 10.1.6 Parcels must fall within the pre-agreed weight and dimension restrictions of the applicable Carrier or surcharges may apply.
- 10.2 The quoted Foreign Exchange ("FX") rate will be converted to GBP£ for billing purposes using the prevailing FX:GBP rate at the relevant month-end shown at www.x-rates.com.
- 10.3 Prices are based on expected return volumes provided by the Company and will be subject to change should volumes not be achieved.
- 10.4 The Company may choose to use and contract directly with its own Carrier in any market. Transaction fees apply.
- 10.5 The Company accepts there may be price increases due to circumstances outside of the Supplier's control, including but not limited to cross-border changes and pandemics. The Company may choose to utilise and contract directly with its own Carriers in these circumstances. Transaction fees apply.
- 10.6 Where the Supplier sells the carriage as a service to the Company, the Supplier bears responsibility for any issue arising from the services provided by a Carrier up to the maximum liability coverage offered by

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the particular Carrier. The Supplier's liability for any Carrier-related issue shall not exceed such coverage, and such coverage shall vary on a case-by-case basis, depending on the particular Carrier.

- 10.7 Notwithstanding clause 10.6, the Supplier shall bear liability for any stolen, missing or damaged parcels where the parcel is held within the Supplier warehouse (the "**ZigZag Facility**"). Such liability shall be on the following terms:

10.7.1 the Supplier shall bear responsibility up to a maximum of £25 or €30, as applicable, or the cost of the item, whichever is greater, per return (and not on a 'per item' basis);

10.7.2 the Supplier shall settle any such claims when:

- (i) the Supplier has received from the Company evidence that the loss or damage occurred during the time in which the goods were stored within the ZigZag Facility;
- (ii) the Supplier has received from the Company evidence that the goods were delivered to the ZigZag Facility by a Carrier;
- (iii) the Supplier has received from the Company evidence that the goods were picked up from the ZigZag Facility by a Carrier; and
- (iv) the Supplier has received from the Company a cost price invoice in relation to the damaged or lost goods; and

10.7.3 clause 10.6 shall apply to any claims against goods which were damaged or lost when not stored in the ZigZag Facility.

- 10.8 The Company permits the Supplier to display its company name or a Company-specific identifier on the carrier label as required for accurate parcel sorting and processing.

11. Data Protection

11.1 In this clause 11:

11.1.1 **The "Company's Personal Data"** means all Personal Data which is owned or controlled by the Company, and which is:

- (i) provided by or on behalf of the Company to the Supplier; or
- (ii) comes into the possession of the Supplier as a result of or in connection with the supply of the Services;
- (iii) but excludes any Personal Data which has been irreversibly anonymised and/or which can no longer be used to identify a Data Subject (including when combined with other data) and which is used for the purposes of the Supplier's analysis and market intelligence;

11.1.2 **"Data Controller", "Data Subject", "Personal Data" and "processing"** shall have the respective meanings given to them in the Data Protection Legislation, as such legislation shall be amended, revised or replaced from time to time; and

11.1.3 **"Data Protection Legislation"** means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.

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- 11.2 The Company and the Supplier represent, warrant and undertake, on their own account, that each party has complied and shall at all times continue to comply with Data Protection Legislation, including (but not limited to) maintaining all relevant notifications.
- 11.3 To the extent that the Supplier processes the Company's Personal Data, the Company acknowledges that the Company is the Data Controller in respect of the same, and that the Supplier is the Data Processor, and the Company further acknowledges that the Company's Personal Data:
- 11.3.1 relates to Data Subjects who are the Consumers, employees and/or potential employee;
 - 11.3.2 comprises personal identification and address details of such Data Subjects; and
 - 11.3.3 shall be processed by the Supplier in order to supply the Services and only for the duration of this Contract or for such further time as the parties shall both agree in writing.
- 11.4 The Supplier agrees that it shall:
- 11.4.1 carry out processing only in accordance with the Company's written instructions from time to time, including as set out in this Contract, unless required to do otherwise by law, in which case, where legally permitted, the Supplier shall inform the Company of such legal requirement before processing;
 - 11.4.2 ensure that any personnel authorised to process the Company's Personal Data shall be subject to a binding duty of confidentiality in respect of such data;
 - 11.4.3 implement appropriate technical and organisational measures to protect the Company's Personal Data against unauthorised or unlawful processing and accidental destruction, damage or loss, so as to allow the Supplier to comply with its obligations under the Data Protection Legislation;
 - 11.4.4 not sub-contract any processing of the Company's Personal Data without the Company's prior written consent. Such consent shall only be given where obligations in relation to the processing of the Company's Personal Data that are the same as those imposed on the Supplier under this Contract are imposed by contract on the sub-processor. The Supplier shall remain fully liable to the Company for any processing of the Company's Personal Data conducted by a sub-processor appointed by the Supplier in accordance with this clause 11.4;
 - 11.4.5 provide such information and such assistance to the Company as the Company may reasonably require, and within the reasonable written (including by email) timescales specified by the Company, to allow the Company to comply with the Company's obligations under the Data Protection Legislation in relation to Personal Data held by the Supplier, including assisting the Company to:
 - (i) comply with the Company's own security obligations taking into account the nature of processing and the information available to the Supplier and the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects;
 - (ii) discharge the Company's obligations to respond to requests for exercising Data Subjects' rights;
 - (iii) comply with the Company's obligations to inform Data Subjects about serious personal data breaches;
 - (iv) carry out privacy impact assessments and audit privacy impact assessment compliance;

- (v) consult with the applicable supervisory authority following a privacy impact assessment; and
 - (vi) any other specific requirements, including responsibility for any related costs, as agreed in writing from time to time.
- 11.4.6 on expiry or termination of this Contract, at the Company's choice, promptly and securely, return or delete the Company's Personal Data;
- 11.4.7 at no additional cost, keep or cause to be kept such information as is necessary to demonstrate compliance with its obligations under this clause 11.4 including full and accurate records relating to the processing of the Company's Personal Data and shall, upon reasonable notice, make available to the Company or grant to the Company and the Company's auditors and agents, a right of access to and to take copies of any information or records kept by the Supplier pursuant to this clause 11.4. The Company's audit rights under this clause 11.4(g) shall continue throughout the Term, and for a period of six (6) years thereafter;
- 11.4.8 inform the Company immediately if, in the Supplier's opinion, any instruction issued the Company pursuant to this clause 11.4 breaches any provision of the Data Protection Legislation; and
- 11.4.9 not transfer the Company's Personal Data outside of the European Economic Area (the "EEA") or the United Kingdom (the "UK") without the Company's prior written consent which (subject to the obligations in this clause 11.4.9 being complied with). Any such transfer outside the EEA or the UK is subject to the Supplier entering into standard contractual clauses with the party receiving the Company's Personal Data, including incorporating equivalent terms as stipulated under this clause 11.
- 11.5 The Supplier shall notify the Company without undue delay (which shall not exceed twenty-four (24) hours) after becoming aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to the Company's Personal Data.
- 11.6 The Supplier shall notify the Company without undue delay if it receives from any Data Subject whose personal data forms part of the Company's Personal Data:
 - 11.6.1 any communication seeking to exercise rights conferred on the Data Subject by the Data Protection Legislation; or
 - 11.6.2 any complaint or any claim for compensation arising from or relating to the processing of the Company's Personal Data.
- 11.7 Unless required to do so by a competent authority, the Supplier shall not make any payment or any offer of payment to any Data Subject in response to any complaint or any claim for compensation arising from or relating to the processing of the Company's Personal Data, without the Company's prior written agreement.
- 11.8 If and to the extent that the Company pass any Personal Data to the Supplier, the Company warrants to the Supplier that the Company has obtained consent from all individuals to whom the Personal Data relates, to pass such Personal Data to the Supplier and for the Supplier to process it for its intended purposes.
- 11.9 Any breach of this clause 11 shall entitle the other party to terminate the Contract immediately on written notice.

12. Confidentiality

- 12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Contract **"Confidential Information"**. Confidential Information shall not be deemed to include information that:
- 12.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 12.1.2 was in the other party's lawful possession before the disclosure;
 - 12.1.3 is lawfully disclosed to the receiving party by a third-party who is not subject to restriction on disclosure;
 - 12.1.4 is independently developed by the receiving party and that such development can be shown by written evidence; or
 - 12.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 12.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, and subject to clause 12.1, shall not (and will ensure that their employees, agents or sub-contractors shall not) disclose, distribute or make the other's Confidential Information available to any third-party, or use the other's Confidential Information for any purpose other than the implementation of this Contract and the provision of the Services.
- 12.3 The Company acknowledges and agrees that details of the Supplier's IP constitutes the Supplier's Confidential Information.
- 12.4 This clause 12 shall survive termination of the Contract.

13. Indemnity, Limit of Liability and Insurance

- 13.1 The Company shall indemnify and keep the Supplier indemnified in full against claims, actions, losses, damages, expenses, liabilities and costs (including but not limited to reasonable legal fees and other professional fees) actions, proceedings, judgments awarded and damages suffered or incurred by the Supplier arising out of or in connection with the Company's use of the Supplier's IP, provided that:
- 13.1.1 such claims, losses, costs, proceedings, penalties, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by the Company are not the result of the Supplier's breach of its obligations in clause 3;
 - 13.1.2 the Company is notified of any such claim immediately; and
 - 13.1.3 the Supplier provides reasonable co-operation to the Company in the defence and settlement of such claim.
- 13.2 The Supplier shall indemnify and hold the Company harmless from all claims, losses, costs, proceedings, penalties, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Company as a result of or in connection with:
- 13.2.1 any claim made against the Company by a third-party for any alleged or actual infringement of any third party's intellectual property rights relating to the Supplier's IP including the Company's actual use of the Software; and
 - 13.2.2 any breach by the Supplier of clauses 11 (Data Protection) or 14 (Anti-Bribery and Business Ethics), provided that:
 - (i) such claims, losses, costs, proceedings, penalties, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid

- by the Supplier are not the result of the Company's breach of the Company's obligations in clauses 4 or 11);
- (ii) the Supplier is promptly notified of any such claim; and
 - (iii) the Supplier provides all reasonable co-operation to the Company in the defence and settlement of such claim.
- 13.3 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Company under clause 13.2 to the extent that the alleged infringement is based on:
- 13.3.1 a modification of the Supplier's IP by anyone other than the Supplier (unless such modification was authorised by or carried out at the instruction of the Supplier);
 - 13.3.2 the Company's use of the Supplier's IP in a manner contrary to this Contract or the reasonable instructions given to the Company by the Supplier;
 - 13.3.3 the Company's use of the Supplier's IP after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or
 - 13.3.4 relates to the use of the Third Party Components.
- 13.4 In no event shall the Company, the Company's employees, agents and sub-contractors be liable to the Supplier under clause 13.1 to the extent that the Company's use of the Supplier's IP is in accordance with the Supplier's written (which shall include via email) instructions, advice or guidance.
- 13.5 Further, the Company assumes sole responsibility for the accuracy of the information inputted whether manually, automatically or otherwise, into the Software, and the Supplier shall have no liability for any loss or damage caused by errors or omissions in any information, instructions, scripts or feeds provided by Supplier in connection with the Services, howsoever provided.
- 13.6 The total aggregate liability of each party under or in connection with this Contract (whether in contract, for negligence, breach of statutory duty or otherwise) for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed fifty thousand pounds sterling (£50,000) in each year during the Term (for the avoidance of doubt this figure is not cumulative). However, the limitations and exclusions of liability set out in this clause 13.6 shall not apply to the indemnities given under clauses 13.1 and 13.2 or to data protection or confidentiality breaches.
- 13.7 Neither party shall be liable to the other for any of the following types of loss or damage arising under or in connection with this Contract, whether arising for breach of contract, misrepresentation, tort (including negligence), breach of statutory duty or otherwise:
- 13.7.1 any indirect or consequential loss or damage whatsoever; or
 - 13.7.2 any indirect or consequential loss of profits, business, contracts, anticipated savings, loss or depletion of goodwill, or loss of revenue.
- 13.8 Nothing in this Contract shall operate to exclude or limit in any way:
- 13.8.1 either party's liability for death or personal injury caused by its own negligence;
 - 13.8.2 either party's liability for fraud or fraudulent misrepresentation; or
 - 13.8.3 any liability which cannot be excluded by law.
- 13.9 The Supplier's liability under indemnities in respect of this Contract, or for data protection, intellectual property or confidentiality breaches, shall be limited to £50,000 per claim.

14. Anti-Bribery and Business Ethics

- 14.1 The Supplier shall, and shall procure that its directors, employees and officers shall:
- 14.1.1 comply with all applicable law (including without limitation the Modern Slavery Act 2015), and statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
 - 14.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 14.1.3 prepare a slavery and human trafficking statement each financial year in accordance with Section 54 of the Modern Slavery Act 2015, if applicable;
 - 14.1.4 have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010 and Modern Slavery Act 2015, to ensure compliance with the same;
 - 14.1.5 comply with all applicable laws, regulations, codes and sanctions relating to anti-money laundering in accordance with the Proceeds of Crime Act 2002, as amended from time to time; and
 - 14.1.6 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract.
- 14.2 The Supplier shall ensure that any person associated with it who is performing services in connection with this Contract (including but not limited to agents and subcontractors) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause.
- 14.3 Breach of this clause 14 shall be deemed a material breach of this Contract, provided that, notwithstanding the provisions of clause 15 (Term and Termination), the Company shall be immediately entitled to terminate this Contract if the Supplier, or any member of the Supplier's group shall, in relation to the Contract, have committed any act on or after the Commencement Date which is an offence under any applicable law, relating to proper business practices and payment of inducements that are in force in any country to which the Services relate.

15. Term and Termination

- 15.1 This Contract shall, unless otherwise terminated as provided in this clause, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this Contract shall be automatically renewed for successive periods of twelve (12) months subject to termination on the notice periods referred to below (each a "**Renewal Period**"), unless:
- 15.1.1 either party notifies the other party of termination on three (3) months' notice ("**Notice Period**") in writing, such notice not to terminate prior to the end of the Initial Term; or
 - 15.1.2 otherwise terminated in accordance with the provisions of this Contract,
- and the Initial Term together with any subsequent Renewal Periods shall constitute the Term.
- 15.2 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party as expressly set out elsewhere in this Contract and if:

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- 15.2.1 the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
 - 15.2.2 the other party commits a material breach of any other term of this Contract such breach being irremediable or if remediable, fails to remedy such breach within a period of thirty (30) days after being notified in writing to do so;
 - 15.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 15.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 15.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 15.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - 15.2.7 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
 - 15.2.8 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.4 to clause 15.2.7 (inclusive).
- 15.3 On termination of this Contract for any reason:
- 15.3.1 the Supplier shall ensure the fulfilment and successful delivery to the designated return address of all Returned Products which are in process at the time of termination within sixty (60) days of termination (the “Run Off Period”) and, in accordance this Contract (including, for the avoidance of doubt, allowing the continued use of the Supplier’s IP until such time as the in-process Returned Products have been delivered to the return address, and for which the Company will continue to pay the Subscription Fees and Charges);
 - 15.3.2 all licences including but not limited to the Supplier’s IP granted under this Contract, shall immediately terminate;
 - 15.3.3 subject to clause 15.3.1, the Company shall make no further use of the Supplier’s IP and any equipment, property, documentation and any other items and all copies of them belonging to the Supplier; and
 - 15.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.
- 15.4 Any Returned Products received by the Supplier after the Run Off Period shall be destroyed by the Supplier, and the Supplier shall be entitled to charge the Company for the cost of doing so.

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- 15.5 In the event that any of the situations in clause 15.2 happen, the Supplier reserves the right to suspend access to the Software immediately until any outstanding balance is cleared in full. Advance payment may be required to continue trading at the sole discretion of the Supplier.

16. Force Majeure

Neither party shall have any liability to the other under this Contract if it is materially prevented from or delayed in performing its obligations under this Contract, or from materially carrying on its business by acts, events, omissions or accidents beyond its reasonable control including, without limitation, strikes, lock-outs or other industrial disputes, act of God, act of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm ("**Force Majeure Event**"), provided that the affected party notifies the other of such an event and its expected duration within forty-eight (48) hours of becoming aware of the Force Majeure Event. The affected party shall be entitled to terminate this Contract immediately on written notice in the event that the Force Majeure Event continues for more than fourteen (14) days.

17. Change of Control

In the event of a change of control of the Company, the terms of this Contract shall continue to apply, including pricing detailed within the Service Order. The Company shall have no right to amended pricing following a change of control.

18. Waiver

No failure or delay by a party to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

- 19.1 If any provision or part of a provision of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, all other provisions shall remain in force.
- 19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. Entire Agreement

- 20.1 This Contract and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter.
- 20.2 Each of the parties acknowledges and agrees that in entering into this Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding whether in writing or not of any person, whether party to this Contract or not, relating to the subject matter of this Contract, other than as expressly set out in this Contract.

21. Assignment and Sub-Contracting

- 21.1 Subject to clause 21.2, neither party shall, without the prior written consent of the other, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract, provided that the Supplier shall be permitted to charge its rights under this Contract to a bona fide debt or convertible debt provider in the usual course of business.

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- 21.2 The parties may at any time assign, transfer, charge and/or sub-contract their rights or obligations to a member of that party's corporate group. In the event that either party sub-contracts any of its obligations under this Contract in accordance with this clause, it will not be relieved of any of its liabilities or obligations under this Contract as a result of entering into any such sub-contracts.

22. No Partnership

- 22.1 Nothing in this Contract is intended to or shall operate to create a partnership between the parties. Except as set out in clause 3.9, nothing in this Contract is intended or shall operate to authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 22.4 The parties agree that the duties implied under common law are expressly excluded.

23. Third Party Rights

This Contract does not confer any rights on any person or party, other than the parties to this Contract and, where applicable, their successors and permitted assigns, pursuant to the Contracts (Rights of Third Parties) Act 1999. Nothing in this clause excludes the Supplier's rights when acting as the Company's payment agent pursuant to clause 3.9.

24. Notices

- 24.1 Any notice required to be given under these terms and conditions shall be in writing and shall be sent by email, to the email address notified to the other party.
- 24.2 A notice delivered by email shall be deemed to have been received when transmitted. This shall not apply to the service of legal proceedings.

25. Governing Law

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

26. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation including non-contractual disputes or claims and the parties waive any right to object to proceedings being brought in such courts for any reason.

APPENDIX 1 – SERVICE LEVELS

Priority	Definition	Response Time SLA	Fix Time SLA	Service Credit in case of Breach
1	<p>A business critical system is unavailable or there is an unacceptable risk to business operations / trading which affects:</p> <ul style="list-style-type: none"> i. A group of users; ii. An individual performing a business critical function; iii. A significant number of Consumers; or iv. A single significant sales transaction 	15 mins	4 hours	30% Service Credit against Subscription Charges for previous month
2	<ul style="list-style-type: none"> a) A business critical system is unavailable or there is an unacceptable risk to business operations / trading that has a reasonable workaround in place or b) A function or several functions are unavailable prohibiting productive work either of which are affecting: <ul style="list-style-type: none"> i. A group of users; ii. An individual performing a business critical function; iii. A significant number of Consumers; or iv. A single significant sales transaction 	15 mins	1 working day	20% Service Credit against Subscription Charges for previous month
3	A system, service, software, hardware or network component is unavailable with no workaround in place but does not prohibit productive work	N/A	3 working days	10% Service Credit against Subscription Charges for previous month
4	A system, service, software, hardware, network component is unavailable with a reasonable workaround in place and does not prohibit productive work	N/A	10 working days	No Service Credit

Note: Scheduled System upgrades are implemented prior to 09:00 (UK) Monday to Thursday only

Should the Software uptime service availability drop below the contracted 99.80%, the following service credits will be payable to the Company.

Availability	Outcome
$\geq 99.80\%$	No Service Credit
$\geq 99.75\%$ and $< 99.80\%$	10% Service Credit against subscription charges for the previous month
$\geq 99.70\%$ and $< 99.75\%$	25% Service Credit against subscription charges for the previous month
$\geq 99.65\%$ and $< 99.70\%$	40% Service Credit against subscription charges for the previous month
$\geq 99.60\%$ and $< 99.65\%$	60% Service Credit against subscription charges for the previous month
$\geq 99.55\%$ and $< 99.60\%$	80% Service Credit against subscription charges for the previous month
$\leq 99.5\%$	100% Service Credit against subscription charges for the previous month

APPENDIX 2 – INCIDENT RESPONSE POLICY

1 Incident Reporting

1.1 An **incident** is defined as an issue in our production systems which impacts the ability for a ZigZag employee, client or partner to carry out their normal business.

1.2 Incidents can be raised via the following means:

- An issue reported by a client or ZigZag colleague by raising a support ticket either by emailing support@zigzag.global or raising a Hubspot ticket
- Alerts from our infrastructure monitoring which indicate a potential issue

1.3 All incidents are handled using our Incident Management tool, squadcast. Infrastructure alerts will automatically create an incident in squadcast. An incident which is reported via a ticket will be manually posted into squadcast by a member of the team.

1.4 Not all support tickets will be deemed to be an incident; it is subject to the criteria defined in clause 1.1 of this Appendix 2.

2 Incident Triage

2.1 Incidents will be triaged by the appropriate on duty support staff member, and a priority assigned based on the criteria defined in the matrix below:

Severity		Impact	
	High Majority or all users of the service affected	Medium Multiple clients, multiple carriers or significant carrier	Low A minority of Zigzag users or a single carrier
S1 Primary functionality is impaired and there is no workaround in place	P1	P2	P3

Severity		Impact	
S2 Functionality is partly impaired	P2	P3	P4
S3 Inconvenient or impaired with workaround in place	P4	P5	P5

2.2 **Severity** is defined as the extent to which the functionality is impaired and what mitigations are available or in place. **Impact** is defined as a measure of the scale of service users, ZigZag clients and suppliers which are affected by the incident.

2.3 Extenuating circumstances, additional evidence or mitigations may mean it is appropriate for us to reclassify the priority level of an incident. ZigZag reserves the sole discretion to change the classification of an incident. Any such decision must be approved by the CTO, Head of Solution Delivery or Head of Support.

3 Incident Response

3.1 The **minimum** expected response to each incident priority is characterised in the table below:

	P1	P2	P3	P4	P5
First Response	30 Minutes	2 Hours	4 Hours	8 Hours	8 Hours
Frequency of Updates	2 Hours	4 Hours	Daily	Weekly	As Available
Out-of-hours Response	☑	☑	—	—	—

Notification Channels					
War Room Call	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—	—	—
Status Page	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—	—
Squadcast	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—
Hubspot Ticket	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Escalation					
SLT	<input checked="" type="checkbox"/>	—	—	—	—
IT Leadership	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—	—	—
Account Directors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—	—
Head of Support	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—
Account Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Support Team	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Software Defect Release Window	Hotfix	Hotfix	Next available release	Next Sprint	Backlog
Follow Up					
Formal post-mortem	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	—	—	—
Learnings added to knowledgehub	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Resolution notified by ticket	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

3.2 Our normal support working hours are between 7am-8pm UK hours Monday to Friday.

3.3 First Response and Update times are calculated from the time a ticket is received into the support inbox (support@zigzag.global)

3.4 An incident involving a breach of system security or loss of data is automatically considered to be a Severity 1. Any such incident may be considered a reportable incident and will be discussed with ZigZag SLT, and where appropriate reported to relevant customers, suppliers and authorities in line with our contractual and regulatory obligations.

3.5 Software defect release windows are targets, but may vary due to operational constraints or technical complexity.