



# PleXHub: Software as a Service

## Terms & Conditions

Version 1.3

*These Software as a Service Terms & Conditions (“Conditions”) of business together with any Commercial Terms (as either may be updated from time to time) form a single agreement from the date of first use of the Services (“Effective Date”). In the event of any inconsistency between the Commercial Terms and Conditions, the Commercial Terms shall govern.*

### 1. Interpretation

#### 1.1. Definitions:

In the Commercial Terms and these Conditions, the following terms shall have the meanings ascribed below:

1.1.1. **Authorised Users:** Broker Authorised Users and/or the Trader Authorised Users.

1.1.2. **Broker Authorised Users:** either: (i) if the Broker Customer is a corporate entity, those employees, agents and independent contractors of the Broker Customer who are authorised by the Broker Customer to use the Broker Services and the Broker Documentation; or (ii) if the Broker Customer is a person, the Broker Customer himself who shall be authorised to use the Broker Services and the Broker Documentation.

1.1.3. **Broker Customer:** a Customer of PleXHub that uses the Broker Services.

1.1.4. **Broker Documentation:** the document made available to the Broker Authorised Users by PleXHub, providing user instructions for the Broker Services. Broker Authorised Users access the Broker Documentation at: [https://plexhub.com/user\\_manual/](https://plexhub.com/user_manual/).

1.1.5. **Broker Services:** the broker services provided by PleXHub to the Broker Customer under these Conditions and/or the Commercial Terms, as more particularly described in the Services Documentation.

1.1.6. **Broker User Subscriptions:** the user subscriptions which entitle the Broker Authorised Users to access and use the Broker Services and the Broker Documentation in accordance with these Conditions and/or the Commercial Terms.

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



- 1.1.8. **Commercial Terms:** any commercial terms entered into between PleXHub and the Customer relating to User Subscriptions and associated terms.
- 1.1.9. **Conditions:** these terms and conditions as amended from time to time at:  
[https://plexhub.com/terms\\_and\\_conditions](https://plexhub.com/terms_and_conditions).
- 1.1.10. **Confidential Information:** any and all information that one party to this Agreement (“the Recipient”) receives or acquires from the other party (“Disclosing Party”) relating to the Disclosing Party, its group entities or its customers, whether disclosed or made available in writing, electronically, orally, visually or otherwise, including but not limited to information relating to the business, affairs, customers, clients, plans, technology or trading strategies of the Disclosing Party. Confidential Information shall exclude information that:
- 1.1.10.1. is or becomes publicly available other than as a result of a breach of this Agreement by the Recipient;
  - 1.1.10.2. is lawfully received from a third party which is, to the reasonable knowledge and belief of the Recipient, not under any obligation of confidentiality for the benefit of the Disclosing Party;
  - 1.1.10.3. was either in the possession of or known to the Recipient at the time of disclosure without any limitation on use or disclosure for the benefit of the Recipient; or
  - 1.1.10.4. is independently developed by the Recipient without the use, reference to or benefit of the Disclosing Party’s Confidential Information.
- 1.1.11. **Contract:** the agreement between PleXHub and the Customer for the supply of Services, comprising these Conditions and (if applicable) the Commercial Terms.
- 1.1.12. **Customer:** a Trader Customer or Broker Customer, as applicable, who uses the Services.
- 1.1.13. **Data:** the data input by either PleXHub or any Customer for the purpose of using the Services or facilitating use of the Services.
- 1.1.14. **Documentation:** the Broker Documentation and the Trader Documentation, as applicable.
- 1.1.15. **Free Subscription Term:** any period during which PleXHub permits the Customer to use the Services without charge.
- 1.1.16. **Mandatory Policies:** PleXHub’s business policies, user policies and codes made available to the Customer by PleXHub, as amended by notification to the Customer from time to time. The policies can be found at: <https://plexhub.com/policies/>.
- 1.1.17. **Normal Business Hours:** 8.00 am to 6.00 pm local UK time, each Business Day.
- 1.1.18. **Services:** Broker Services and/or Trader Services as applicable.
- 1.1.19. **Services Documentation:** the document that sets out a description of the Services. The Services Documentation can be found at: <https://plexhub.com/service/>.
- 1.1.20. **Software:** the online software applications provided by PleXHub as part of the relevant Services.



- 1.1.21. **Support Services Policy:** PleXHub's policy for providing support in relation to the Services as made available to the Customer by PleXHub and as amended by notification to the Customer from time to time. The Support Service Policy can be found at: <https://plexhub.com/policies/>.
- 1.1.22. **Supported Web Browser:** the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari.
- 1.1.23. **Trader Authorised Users:** either: (i) if the Trader Customer is a corporate entity, those employees, agents and independent contractors of the Trader Customer who are authorised by the Trader Customer to use the Trader Services and the Trader Documentation; or (ii) if the Trader Customer is a person, the Trader Customer himself who shall be authorised to use the Trader Services and the Trader Documentation.
- 1.1.24. **Trader Customer:** a Customer of PleXHub that uses the Trader Services.
- 1.1.25. **Trader Documentation:** the document made available to the Trader Authorised Users by PleXHub, providing user instructions for the Trader Services. Trader Authorised Users access the Trader Documentation at: [https://plexhub.com/user\\_manual/](https://plexhub.com/user_manual/).
- 1.1.26. **Trader Services:** the trader services provided by PleXHub to the Trader Customer under these Conditions and/or the Commercial Terms, as more particularly described in the Services Documentation.
- 1.1.27. **Trader User Subscriptions:** the user subscriptions which entitle Trader Authorised Users to access and use the Trader Services and the Trader Documentation in accordance with these Conditions and/or the Commercial Terms.
- 1.1.28. **User:** a Broker User or Trader User as applicable.
- 1.1.29. **User Subscriptions:** Broker User Subscriptions and/or Trader User Subscriptions.
- 1.1.30. **Virus:** anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

## 1.2. Interpretation:

- 1.2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2. Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.



1.2.3. A reference to writing or written includes fax and email.

## 2. services

2.1. PleXHub shall, during the Free Subscription Term and for any Initial Term, Subsequent Term or Renewal Term agreed in any Commercial Terms, provide the Services and make available the Trader Documentation or Broker Documentation as applicable to the Customer on and subject to the terms of these Conditions and the Commercial Terms (if any).

## 3. charges and payment

3.1. Save during any Free Subscription Term (when the Services shall be provided free of charge and may not be subject to Commercial Terms) any use of the Services shall be subject to charges and payment terms as set out in the Commercial Terms.

3.2. The Customer shall pay PleXHub any User Subscription Fees as set out in the Commercial Terms from time to time for the User Subscriptions.

3.3. The Customer shall on the Commencement Date at the request of PleXHub, provide to PleXHub approved purchase order information acceptable to PleXHub and any other relevant valid, up-to-date and complete contact and billing information required by PleXHub in its absolute discretion following which the PleXHub shall invoice the Customer in accordance with the invoicing schedule set out in the Commercial Terms and the Customer shall pay each invoice within 30 days after the date of such invoice.

3.4. If PleXHub has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of PleXHub:

3.4.1. PleXHub may, without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the Services and PleXHub shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

3.4.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of PleXHub's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment;

3.4.3. PleXHub may terminate the Contract forthwith.

3.5. All amounts and fees stated or referred to in this Agreement:

3.5.1. shall be payable in euros (€);

3.5.2. are non-cancellable and non-refundable;

3.5.3. are exclusive of value added tax, which shall be added to PleXHub's invoice(s) at the appropriate rate.

3.6. PleXHub shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 6 at the start of each Renewal Period upon 90 days' prior notice to the Customer.

## 4. User rights & OBLIGATIONS – FREE SUBSCRIPTION & PAID TERMS

4.1. Subject to the Customer complying with these Conditions and any Commercial Terms (including in the



case of any Trader Customer purchasing the Trader User Subscriptions or in the case of a Broker purchasing the Broker User Subscriptions, making any required payments thereunder), PleXHub hereby grants to the Customer a non-exclusive and non-transferable right to permit its Authorised Users to use the Services and Documentation during the Free Subscription Term, and as subsequently agreed by PleXHub, for any Initial Term, Subsequent Term and any Renewal Term for the Authorised User's internal business operations.

- 4.2. For the avoidance of doubt a Trader Customer cannot use the Broker Services and the Broker Documentation and a Broker Customer cannot use the Trader Services or Trader Documentation.
- 4.3. A Trader Customer shall only be entitled to access the Services via a Broker Customer. A Broker Customer shall be entitled to request access to the Services by directly contacting PleXHub. PleXHub reserves the right to decline any request or to set any terms, relating to pricing or other matters in its absolute discretion.
- 4.4. At any time during a Free Subscription Term, PleXHub shall be entitled to request that the Customer agree to Commercial Terms, which may vary these Conditions. In the event that the Customer refuses to accept the Commercial Terms, then all rights granted to the Customer and the Services and Contract shall terminate immediately and the Customer shall not be entitled to continue to use the Services from that date.
- 4.5. In relation to Authorised Users, the Customer undertakes that:
  - 4.5.1. the maximum number of Authorised Users that it authorises to access and use the relevant Services and the relevant Documentation shall not exceed the number of User Subscriptions it has been granted and/or purchased from time to time;
  - 4.5.2. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the relevant Services and/or relevant Documentation;
  - 4.5.3. each Authorised User shall keep a secure password for his use of the relevant Services and relevant Documentation, that such password shall be changed no less frequently than biannually and that each Authorised User shall keep his password confidential;
  - 4.5.4. that immediately upon request by PleXHub, each Authorised User shall change their password at any time, and shall also comply with any request by PleXHub to change any complexity criteria in relation to their password;
  - 4.5.5. it shall maintain a written, up to date list of current Authorised Users and provide such list to PleXHub within 5 Business Days of PleXHub's written request at any time or times.
- 4.6. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the relevant Services that:
  - 4.6.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 4.6.2. facilitates illegal activity;
  - 4.6.3. depicts sexually explicit images;



4.6.4. promotes unlawful violence;

4.6.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

4.6.6. in a manner that is otherwise illegal or causes damage or injury to any person or property;

and PleXHub reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

4.7. The Customer shall not:

4.7.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

4.7.1.1. and except to the extent expressly permitted under these Conditions (and any Commercial Terms) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Data and/or relevant Documentation (as applicable) in any form or media or by any means; or

4.7.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

4.7.2. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or 21.1 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to and/or provide any services to any third party except the relevant Authorised Users, or

4.7.3. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 4.

4.8. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify PleXHub.

4.9. The Customer shall not reverse engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, sell, lease, loan, distribute, create derivative works based on or otherwise modify, in any manner, all or any part of the Services, Data or Documentation.

4.10. The rights provided under this clause are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

## 5. Additional user subscriptions

5.1. Provided that Commercial Terms are agreed, a Customer may during any Initial Term, Subsequent Term and/or any Renewal Term, request in writing that PleXHub make available to that Customer additional User Subscriptions of the same type (Broker or Trader) as previously granted, which request PleXHub may accept or reject in its absolute discretion.

5.2. If PleXHub accepts such request, the Customer shall, within 30 days of the date of PleXHub's invoice, pay to PleXHub the relevant fees for such additional User Subscriptions, provided that the fees for any User



Subscriptions purchased part way through the Initial Term, Subsequent Term or any Renewal Term (as applicable), shall be pro-rated for the remainder of the Initial Term, Subsequent Term or then current Renewal Term (as applicable). In such event, the Parties shall agree in good faith to amend the Commercial Terms (if any).

## 6. confidentiality and compliance with policies

- 6.1. The Customer and PleXHub (both of which may act as Disclosing Party or Receiving Party) may receive or be given access to Confidential Information from the other party.
- 6.2. The Receiving Party shall hold the other party's Confidential Information in confidence and, unless required by law, shall not make the Confidential Information available to any third party, or use the Disclosing Party's Confidential Information for any purpose other than in connection with this Agreement.
- 6.3. Either Party when acting as a Recipient may disclose the Confidential Information to those of its Representatives who have a need to know such information and shall take all reasonable precautions to ensure that its Representatives comply with the provisions of this Agreement. Any action by any Representative will be treated as the action of the Recipient for the purposes of this Agreement.
- 6.4. The Customer shall take all reasonable steps to ensure that PleXHub's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.
- 6.5. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute PleXHub's Confidential Information.
- 6.6. The Customer shall not make, or permit any person to make, any public announcement concerning these Conditions (or any Commercial Terms) without the prior written consent of PleXHub, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## 7. Services

- 7.1. PleXHub shall provide the Services and make available the Documentation to the Customer by means of a Supported Web Browser (save that PleXHub offers not guarantees as to functionality of such Supported Web Browser) and subject to the terms of these Conditions.
- 7.2. PleXHub shall use commercially reasonable endeavours to make the Services available during Normal Business Hours
- 7.3. PleXHub will, as part of the Services and at no additional cost to the Customer, provide the Customer with PleXHub's standard customer support services during Normal Business Hours in accordance with PleXHub's Support Services Policy in effect at the time that the Services are provided. PleXHub may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at PleXHub's then current rates.
- 7.4. PleXHub's website or internet service provider uses cookies to track a Customer's session and retrieve Customer details for each visit. Cookies are used in some areas of the site to enable and/or improve the functionality of that area. By using the Services or agreeing to these terms and conditions, the Customer consents to the use of cookies in accordance with these terms

## 8. data



- 8.1. PleXHub shall own all right, title and interest in and to all of the Data.
- 8.2. PleXHub shall not provide storage, back up and/or archiving facilities or services for the Data. PleXHub shall not be liable or responsible for retrieving any Data.
- 8.3. If PleXHub processes any personal data on the Customer's behalf when performing its obligations under these Conditions (or any Commercial Terms), the parties record their intention that the Customer shall be the data controller and PleXHub shall be a data processor and in any such case:
  - 8.3.1. the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and PleXHub's other obligations under this Contract;
  - 8.3.2. the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to PleXHub so that PleXHub may lawfully use, process and transfer the personal data in accordance with this Contract on the Customer's behalf;
  - 8.3.3. the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
  - 8.3.4. PleXHub shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by the Customer from time to time; and
  - 8.3.5. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## 9. disclaimer for broker and trader customers

- 9.1. Any Trader Customer acknowledges that the Trader Services may enable or assist it to correspond with, and purchase products and services from, third parties including brokers and that it does so solely at its own risk. PleXHub makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content (including but not limited to the veracity of any quoted prices or terms of any trades reported or any data derived from historical content), or use of, or correspondence with, any such third-party, or any transactions completed, and any contract entered into by the Trader Customer, with any such third party. Any contract entered into and any transaction completed is between the Trader Customer and the relevant third party, and not PleXHub. PleXHub does not endorse or approve any third-party broker nor the content of any of the third-party broker website if made available via the Trader Services.
- 9.2. Any Broker Customer acknowledges that the Broker Services may enable or assist it to correspond with, and supply products and services to, third parties including traders and that it does so solely at its own risk. PleXHub makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content (including but not limited to the veracity of any quoted prices or terms of any trades reported or any data derived from historical content) or use of, or correspondence with, any such third-party, or any transactions completed, and any contract entered into by the Broker Customer, with any such third party. Any contract entered into and any transaction completed is between the Broker Customer and the relevant third party, and not PleXHub. PleXHub does not endorse or approve any third-party trader nor the content of any of the third-party trader website if made available via the Broker Services.





## 10. PleXHub's obligations

- 10.1. PleXHub undertakes that the relevant Services will be performed substantially in accordance with the relevant Documentation and with reasonable skill and care.
- 10.2. The undertaking at clause 10.1 shall not apply to the extent of any non-conformance, which is caused by use of the Services contrary to PleXHub's instructions, or modification or alteration of the Services by any party other than PleXHub or PleXHub's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, PleXHub will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 10.1. Notwithstanding the foregoing, PleXHub:
- 10.2.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 10.2.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.3. These Conditions (and any Commercial Terms) shall not prevent PleXHub from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Conditions (or any Commercial Terms).
- 10.4. PleXHub warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Conditions.

## 11. Customer's obligations

- 11.1. The Customer shall:
- 11.1.1. provide PleXHub with:
- 11.1.1.1. all necessary co-operation in relation to these Conditions (or any Commercial Terms) and
- 11.1.1.2. all necessary access to such information as may be required by PleXHub; in order to provide the Services, including but not limited to Data, security access information and configuration services;
- 11.1.2. comply with all applicable laws and regulations with respect to its activities under this Contract;
- 11.1.3. carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, PleXHub may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 11.1.4. ensure that the Authorised Users use the relevant Services and Documentation in accordance with the terms and conditions of this Contract and/or the Commercial Terms and shall be responsible for



any Authorised User's breach of this Contract;

11.1.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for PleXHub, its contractors and agents to perform their obligations under this Contract, including without limitation the Services;

11.1.6. ensure that its network and systems comply with the relevant specifications provided by PleXHub from time to time; and

11.1.7. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to PleXHub's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 12. Proprietary rights

12.1. The Customer acknowledges and agrees that PleXHub and/or its licensors own all intellectual property rights in the Services, the Data, and the Documentation. Except as expressly stated herein, these Conditions do not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

## 13. Indemnity

13.1. The Customer shall defend, indemnify and hold harmless PleXHub against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of the Customer's use of the Services and/or Documentation in breach of the Contract or applicable law, save that such indemnity shall be limited to the extent that any such losses result from the negligence or fraud of PleXHub.

## 14. INFRINGEMENT & INDEMNITY BY PLEXHUB

14.1. Subject to the limitation of liability set out at clause 11 below, PleXHub shall defend, indemnify and hold harmless the Customer against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of the infringement by the Services and/or Documentation of any third party's intellectual property rights, save that such indemnity shall be limited to the extent that any such losses result from the breach of this Contract, negligence or fraud of Customer and shall only apply provided that the Customer permits PleXHub conduct of any such claim, including the right to settle or defend any such claim in its reasonable discretion.

14.2. In the event of any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality PleXHub may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract without notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

14.3. In no event shall PleXHub, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:



- 14.3.1. a modification of the Services or Documentation by anyone other than PleXHub; or
- 14.3.2. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by PleXHub; or
- 14.3.3. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from PleXHub or any appropriate authority.

14.4. The foregoing states the Customer's sole and exclusive rights and remedies, and PleXHub's (including PleXHub's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## 15. Limitation of liability

15.1. This clause 15 sets out the entire financial liability of PleXHub (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- 15.1.1. arising under or in connection with these Conditions and/or the Commercial Terms;
- 15.1.2. in respect of any use made by the Customer of the Services and Documentation or any part of them; and
- 15.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions and/or the Commercial Terms.

15.2. Except as expressly and specifically provided in this Contract:

- 15.2.1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. PleXHub shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to PleXHub by the Customer in connection with the Services, or any actions taken by PleXHub at the Customer's direction;
- 15.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Conditions; and
- 15.2.3. the Services and the Documentation are provided to the Customer on an "as is" basis.

15.3. Nothing in this Contract excludes the liability of PleXHub:

- 15.3.1. for death or personal injury caused by PleXHub's negligence; or
- 15.3.2. for fraud or fraudulent misrepresentation.

15.4. Subject to clause 15.2 and clause 15.3:

- 15.4.1. PleXHub shall not be liable whether in tort (including for [negligence or] breach of statutory duty), misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Conditions and/or the Commercial Terms; and



15.4.2. The maximum extent of PleXHub's liability for all claims made during any calendar year under this Contract shall be the amount of fees paid by the Customer during the six (6) month period leading up to the event, giving rise to such Customer's cause of action.

15.4.3. in relation to the provision of Services which are free of charge, PleXHub shall not be liable in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the provision of the Services.

## 16. term and termination

16.1. This Agreement shall, unless otherwise terminated as provided in this clause and/ or the Conditions, commence on the Commencement Date and shall continue for the Free Subscription Period (if any) and then subject to the agreement of Commercial Terms, for any Initial Term and Subsequent Term and, thereafter, this Agreement shall be automatically renewed for successive Renewal Terms, unless:

16.1.1. either party notifies the other party of termination, in writing, on 30 (thirty) days' prior notice at any time during the Initial Term or Subsequent Term whereupon this Agreement and the Contract shall terminate upon expiry of the notice period, provided that such notification shall be at least 30 days before the end of the Initial Term or Subsequent Term.

16.1.2. either party notifies the other party of termination, in writing, at least 30 days before the end of any Renewal Period, in which case this Agreement and the Contract shall terminate upon the expiry of the applicable Renewal Period; or

16.1.3. otherwise terminated in accordance with the provisions of this Agreement and the Conditions;

16.1.4. and the Initial Term together with any or Subsequent Term or Renewal Term(s) shall constitute the Subscription Term.

16.2. Without affecting any other right or remedy available to it, PleXHub may terminate the Contract with immediate effect by giving written notice to the Customer if:

16.2.1. the Customer commits a material breach of any other term of this Contract, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 (twenty eight) days after being notified in writing to do so;

16.2.2. the Customer repeatedly breaches any of the terms of this Commercial Terms and/ or the Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Commercial Terms and/ or the Conditions;

16.2.3. the Customer 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;

16.2.4. the Customer 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 the Customer with one or more other companies or the solvent reconstruction of the Customer;

16.2.5. 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 the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

16.2.6. 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 Customer;

16.2.7. the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

16.2.8. a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

16.2.9. a creditor or encumbrancer of the Customer 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 Customer's assets and such attachment or process is not discharged within 14 days;

16.2.10. the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.2.11. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events referenced in clause 12 to clause 13 (inclusive);

16.3. During the Free Subscription Term, PleXHub can terminate the Contract for the provision of the Services immediately. PleXHub will use reasonable efforts but shall not be obliged to notify the Customer in such circumstances.

16.4. On termination of the provision of the Services and/or the Commercial Terms for any reason:

16.4.1. all licences granted under this Contract shall immediately terminate;

16.4.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

16.4.3. PleXHub may destroy or otherwise dispose of any of the Data in its possession; and

16.4.4. 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 this Contract which existed at or before the date of termination shall not be affected or prejudiced.

## 17. Force majeure

17.1. PleXHub shall have no liability to the Customer if it is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable



control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of PleXHub or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

## 18. Conflict

18.1. If there is an inconsistency between any of the provisions of these Conditions and the Commercial Terms, the provisions in the Commercial Terms shall prevail.

## 19. variation

19.1. PleXHub shall in its absolute discretion be entitled to make reasonable variations to these Conditions which shall be in writing and shall be effective, valid and enforceable, immediately upon notification, acceptance or further use of the Services by the Customer or when posted at: [https://plexhub.com/terms\\_and\\_conditions](https://plexhub.com/terms_and_conditions).

## 20. Entire Agreement

20.1. These Conditions and any Commercial Terms together with any documents referred to therein, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreements between them relating to the subject matter they cover.

20.2. Each of the parties acknowledges and agrees that in entering into a 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 a Contract or not) relating to the subject matter of this Contract, other than as expressly set out in this Contract.

## 21. Assignment

21.1. The Customer shall not, without the prior written consent of PleXHub, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

21.2. PleXHub may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

## 22. Third party rights

22.1. 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.

## 23. Notices

23.1. Any notice required to be given under these Conditions and/or the Commercial Terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, electronic mail (subject to proof of delivery and read receipt) or recorded delivery post to the other party at its address as notified to that party, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number.

23.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not



in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

#### 24. Governing law & Jurisdiction

24.1. 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.

24.2. 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).