

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

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

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5 or clause 11.6.

Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer: the person or entity identified as the customer on the Sign-up Page.

Customer Data: the data inputted by the Customer, Authorised Users, or GivePanel on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

Effective Date: the date the Customer accepts these terms and signs up for the Services.

GivePanel: a trading name of Nick Burne Consulting Limited.

Initial Subscription Term: the initial term of this agreement as detailed on the Subscription Upgrade Page and running from the Subscription Start Date (as defined in clause 3.1).

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Services: the subscription services provided by GivePanel to the Customer under this agreement via app.givepanel.com or any other website notified to the Customer by GivePanel from time to time, including any documentation provided to the Customer via the Services.

Sign-up Page: the page on the Website where the Customer completes an application for an account to use the Services for the Trial Period.

Software: the online software applications provided by GivePanel as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to GivePanel for the Subscription Level selected, and the User Subscriptions, as set out on the Website and on the Subscription Upgrade Page.

Subscription Level: the level of subscription to the Service which dictates the level of functionality of the Service, together with the number of Authorised Users, available to the Customer for use.

Subscription Term: has the meaning given in clause 13.1 .

Subscription Upgrade Page: the page on the Website where the Customer can upgrade their Subscription Level, whether from a free Subscription to a paid Subscription on, or after, the expiry of any Trial Period, or the upgrade of a paid Subscription Level.

Support Services Policy: GivePanel's policy for providing support in relation to the Services as made available at help.givepanel.com or such other website address as may be notified to the Customer from time to time.

Trial Period: the period of time outlined on the Sign-up Page where the Services will be provided to the Customer without charge.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services in accordance with this agreement.

Virus: any thing 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.

Website: givepanel.com

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
- 2. User subscriptions**
- 2.1 Subject to: (a) the Customer's application for a Subscription for a Trial Period being accepted; or, (b) the Customer purchasing the User Subscriptions in accordance with clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, GivePanel hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
- (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;
 - (b) 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 Services;
 - (c) each Authorised User shall keep a secure password for his use of the Services and that each Authorised User shall keep his password confidential; and
 - (d) if GivePanel discovers that any password has been provided to any individual who is not an Authorised User, then without prejudice to GivePanel's other rights, the Customer shall promptly disable such passwords and GivePanel shall not issue any new passwords to any such individual.
- 2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;
- and GivePanel 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.
- 2.4 The Customer shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
 - (c) use the Services to provide services to third parties; or
 - (d) subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2; and
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify GivePanel.
- 2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer without the agreement of GivePanel.
- 3. Package Upgrade and Additional User Subscriptions**
- 3.1 At the expiry of the Trial Period the Customer will be invited to access the Subscription Upgrade Page where, if the Customer wishes to take out a paying Subscription to the Services, it can do so by completing the relevant fields on the Subscription Upgrade Page and providing GivePanel with such payment information as is requested by GivePanel. The day on which the Customer completes and submits the form on the Subscription Upgrade Page shall be deemed the 'Subscription Start Date'.
- 3.2 The Customer may, from time to time alter their Subscription Level. Should the Customer wish to alter their Subscription Level they shall follow the instructions on the Website and, upon confirming the Subscription Level they wish to change to, shall become liable for any increases in fees payable for the new Subscription Level. The change shall take effect upon the Customer's confirmation, via the Website, of its choice of new Subscription Level.

4. Services

- 4.1 GivePanel shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement.
- 4.2 GivePanel shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that GivePanel has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
- 4.3 GivePanel will, as part of the Services and at no additional cost to the Customer, provide the Customer with GivePanel's standard customer support services during Normal Business Hours. The Customer may purchase enhanced support services separately at GivePanel's then current rates.

5. Customer data

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.2 GivePanel shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data available at <https://givepanel.com/privacy> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by GivePanel in its sole discretion.
- 5.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 5.4 The parties acknowledge that:
- (a) where GivePanel processes Personal Data on the Customer's behalf the Customer is the Data Controller and GivePanel is the Data Processor as defined under Data Protection Legislation.
 - (b) 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 GivePanel's other obligations under this agreement only in line with clause 5.6 (b).
- 5.5 Without prejudice to the generality of clause 5.3, the Customer will ensure that it has all necessary appropriate consents, or other lawful basis, and notices in place to enable lawful transfer of the Personal Data to GivePanel for the duration and purposes of this agreement so that GivePanel may lawfully use, process and transfer the Personal Data in accordance with this agreement on the Customer's behalf.
- 5.6 Without prejudice to the generality of clause 5.3, GivePanel shall, in relation to any Personal Data processed in connection with the performance by GivePanel of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of the Customer, including with regard to transfers of personal data to a third country or an international organisation, unless GivePanel is required to do so by the laws of any member of the European Union or by UK law in the event the UK is not part of the European Union to which GivePanel is subject; in such a case, GivePanel shall immediately inform the Customer of such legal requirement before performing the processing unless that law prohibit GivePanel from so notifying the Customer on important grounds of public interest;
 - (b) not transfer any Personal Data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - (i) GivePanel has notified the Customer in writing of the fact that it wishes to transfer data outside of the European Economic Area, together with the reasons for such transfer, and has given the Customer reasonable opportunity to object to such transfer prior to it taking place; and
 - (ii) the transfer meets the general principles laid out in Chapter V of the General Data Protection Regulation (EU) 2016/679; and
 - (iii) GivePanel has provided assurances to the Customer that appropriate safeguards are in place in relation to the transfer; and
 - (iv) GivePanel has provided assurances to the Customer that the data subject's enforceable rights and effective legal remedies are not impacted by such transfer; and
 - (v) GivePanel complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (vi) GivePanel complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (c) assist the Customer in responding to any request from a Data Subject to exercise any of their rights as enshrined in Articles 12 to 22 (inclusive) of the General Data Protection Regulation (EU) 2016/679. In the event that GivePanel receives a subject access request, GivePanel shall pass this immediately to the Customer for their action.
 - (d) GivePanel agrees and warrants to deal promptly, fully and properly with all reasonable enquiries from the Customer relating to the processing of Personal Data and to co-operate with the Customer in the course of any of its enquiries and to abide by the advice of the Customer with regard to the processing of the Personal Data.

- (e) GivePanel shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this agreement and allow for and contribute to Data Protection Impact Assessment and audits, including inspections, conducted by the Customer or another Auditor mandated by the Customer.
- (f) notify the Customer within 24 hours of becoming aware of a Personal Data Breach or of any incidents threatening to breach the confidentiality, integrity or availability of any of the Personal Data processed as a result of this agreement;
- (g) Such notification shall at least describe the nature of the incident including, where possible, the categories and approximate number of Data Subjects and Personal Data records concerned; the likely consequences of the incident; and the measures taken, or proposed to be taken, by GivePanel to address the breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without further delay.
- (h) GivePanel agrees to assist the Customer with all enquiries and investigation into any incidents which threaten to breach or have breached the confidentiality, integrity or availability of any of the Personal Data processed as a result of this agreement.
- (i) GivePanel shall ensure that only such of its employees who may be required by it to assist it in meeting its obligations of service provision shall have access to the Personal Data.
- (j) GivePanel shall ensure that all employees used by it to provide the services have undergone training in the law of data protection, their duty of confidentiality under contract and in the care, security and handling of Personal Data.
- (k) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement and provide documentary evidence of this destruction to the Customer unless required by applicable law to store the personal data provided always that once such law or requirement ceases to apply to GivePanel, the written directions of the Customer in relation to retention of the Personal Data shall continue to apply; and
- (l) maintain complete and accurate records and information to demonstrate its compliance with this clause 5_ and immediately inform the Customer if, in the opinion of GivePanel, an instruction infringes the Data Protection Legislation.

5.7 GivePanel shall ensure that it has in place appropriate technical and organisational measures , to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

5.8 GivePanel is not permitted to appoint third-party processors of Personal Data under this agreement without explicit written agreement from the Customer. Where such agreement is provided by the Customer GivePanel will ensure that it will enter with the third-party processor into a written agreement incorporating terms which are as, or no more onerous, to those set out in this clause 5. As between the Customer and GivePanel, GivePanel shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.

6. Third party providers

6.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. GivePanel makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not GivePanel. GivePanel recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. GivePanel does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. GivePanel's obligations

7.1 GivePanel undertakes that the Services will be performed with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to GivePanel's instructions, or modification or alteration of the Services by any party other than GivePanel or GivePanel's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, GivePanel 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 7.1. Notwithstanding the foregoing, GivePanel:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data (where such data does not amount to Personal Data) over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 This agreement shall not prevent GivePanel 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 this agreement.

7.4 GivePanel warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8. Customer's obligations

8.1 The Customer shall:

- (a) provide GivePanel with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by GivePanel;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement including, but not limited to, the Equality Act 2010; Bribery Act 2010 and the Modern Slavery Act 2015;
- (c) carry out all other Customer responsibilities set out in this agreement 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, GivePanel may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for GivePanel, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by GivePanel from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections, 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 its own systems, hardware, and/or software.

9. Charges and payment

9.1 The Customer shall pay the Subscription Fees to GivePanel for the Subscription Level in accordance with this clause 9.

9.2 The Customer shall, on upgrading their Subscription Level following a Trial Period in accordance with clause 3.1, provide to GivePanel valid, up-to-date and complete credit card details or bank account/direct debit details acceptable to GivePanel and, if the Customer provides:

- (a) its credit card details to GivePanel, the Customer hereby authorises GivePanel to bill such credit card:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 13.1, at the beginning of each calendar month after the Initial Subscription Term, such Subscription Fees payable for the forthcoming calendar month;
- (b) its bank account/direct debit details GivePanel, GivePanel shall take payment from the Customer:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 13.1, at the beginning of each calendar month after the Initial Subscription Term, such Subscription Fees payable for the forthcoming calendar month;

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

- (a) GivePanel may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and GivePanel shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid;
- (b) the supplier may charge the Customer an administrative charge of £30, such charge representing GivePanel's reasonable administrative costs in dealing with any late payment and any suspension and reactivation of the Customer's account that may take place; and
- (c) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.4 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in the currency as agreed in Subscription Upgrade Page;

- (b) are, subject to clause 13.3(b), non-cancellable and non-refundable;
- (c) are, unless otherwise agreed, exclusive of any value added tax, which may be applicable to GivePanel's invoice(s) at the appropriate rate.

10. Proprietary rights

- 10.1 The Customer acknowledges and agrees that GivePanel and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any 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.
- 10.2 GivePanel confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

11. Confidentiality

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not 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 agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other'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 agreement.
- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute GivePanel's Confidential Information.
- 11.6 GivePanel acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.7 The above provisions of this clause 11 shall survive termination of this agreement, however arising.

12. Limitation of liability

- 12.1 Except as expressly and specifically provided in this agreement:
 - (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. GivePanel shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to GivePanel by the Customer in connection with the Services, or any actions taken by GivePanel at the Customer's direction;
 - (b) 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 agreement; and
 - (c) the Services are provided to the Customer on an "as is" basis.
- 12.2 Nothing in this agreement excludes the liability of GivePanel or the Customer:
 - (a) for death or personal injury caused by GivePanel's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 12.3 Subject to clause 12.1 and clause 12.2:
 - (a) GivePanel and the Customer shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, 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 where such data or information does not amount to Personal Data, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - (b) GivePanel's and the Customer's total aggregate liability in contract, tort (including negligence or breach of statutory duty or loss of Personal Data), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to £100,000).

13. Term and termination

- 13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall continue on these terms unless or until:
 - (a) either party notifies the other party of termination, in writing, at least 14 days before the end of any calendar month, that it wishes to terminate this agreement. Where such notice is given during the Initial Subscription Term such

termination shall take effect at 23:59 on the day immediately prior to the anniversary of the Effective Date. Where such termination is after the Initial Subscription Term such termination shall take effect at 23:59 on the last day of the calendar month falling not less than 14 days after notice of termination has been given (for example, if notice of termination is given on 7th March, the agreement will terminate at 23:59 on 31st March. If notice of termination is given on 20th March, the agreement will terminate at 23:59 on 30th April); or

(b) it is otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any term of the agreement which exists post the Initial Subscription Term shall constitute the **Subscription Term**.

13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this agreement 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 agreement;

(d) 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, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

(e) 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;

(f) 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;

(g) 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;

(h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) 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 14 days; or

(k) 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 14.2(d) to clause 14.2(j) (inclusive); or

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;

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

(c) GivePanel will destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 5.6(c), unless GivePanel receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. GivePanel shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination).; and

(d) 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 agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. Force majeure

Neither GivePanel or the Customer shall have no liability to the other party under this agreement if it is prevented from or delayed in performing its obligations under this agreement, 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 GivePanel or the Customer (as applicable) 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 or GivePanel (as applicable) is notified of such an event and its expected duration.

15. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement 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.

17. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

19. Entire agreement

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. Assignment

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

20.2 GivePanel 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 agreement.

21. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or 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. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement 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 this agreement shall be in writing and shall be sent by email to the email addresses provided on the Sign-up Page.

23.2 Notice sent by email 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 and Jurisdiction

24.1 This agreement 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 agreement or its subject matter or formation (including non-contractual disputes or claims).