

## GENERAL

### 1. TERMS AND CONDITIONS

1.1 All Users of services provided by Disruption Works Ltd, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services. These terms and conditions apply also if used with an order form or communication of a request of services, to which they are mentioned in or attached ("Confirmation of Order") will form a binding contract between the Client named on the Confirmation of Order ("THE CLIENT") and Disruption Works Ltd which shall constitute the entire agreement between Client and Disruption Works Ltd and apply to any trading agreement or other contract or arrangement between Client and Disruption Works Ltd;

1.2 These terms apply to the exclusion of all other terms or conditions of contract Client may propose and shall not be varied unless agreed in writing, signed by Disruption Works Ltd.

1.3 The client grants Disruption Works Ltd the right to reference their company and projects as a client. The client also guarantees Disruption Works Ltd limited rights of copyright necessary to reproduce and display the clients' project electronically via the world wide web and on printed material as demonstration and examples of our client portfolio.

### 2. GENERAL LIABILITY AND WARRANTY

2.1 Subject to Clause 2.2 below, Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim;

2.2 Disruption Works Ltd shall not be liable to Client for any consequential loss or damage.

2.3 When instructions or advice are given or received orally by Disruption Works Ltd, it shall have no liability to Client for any misunderstanding or misrepresentation which may arise in relation thereto except in relation to fraudulent misrepresentations.

2.4 Disruption Works Ltd shall have no liability to Client in respect of the Materials. On completion of the Project Client agrees to collect the Materials within 2 months of completion of the works, failing which, Disruption Works Ltd may dispose of them on giving Client 14 days notice.

2.5 Disruption Works Ltd's liability shall be limited to using reasonable skill and care in the supply of the Project. In particular Disruption Works Ltd shall not, except in the case of gross negligence and wilful or deliberate act, be liable for:

2.5.1 any loss or damage caused by it being given access to Client's computer systems (which shall only be required where necessary) including without limitation any remote servers to which it has access or stores data or any unauthorised access to or use of the same including without limitation for any misuse of any passwords, logins or accounts of Client,

2.5.2 any interference in or modification of the Project or Client's web site by Client or any third party or the consequences thereof, remedy of which shall be as a Change.

2.6 All conditions, terms, representations and warranties relating to the Services supplied under an Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to sub clause 12.2;

2.7 Whilst Disruption Works Ltd attempts to supply information and services that are error free we cannot guarantee the accuracy or completeness of any information in this web site or given by any means, by of its executives or employees. It is the duty of the users of any information given by Disruption Works Ltd to check by other means as to the accuracy or completeness of said information. Use any information or service given by Disruption Works Ltd at your own risk. Disruption Works Ltd will under no circumstances become involved in any disputes between any parties regarding trade or company names.

2.8 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising;

2.9 In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever;

### 3. THIRD PARTY MATERIALS

3.1 Disruption Works Ltd gives no warranty, representation or undertaking in relation to any third party materials or works.

3.2 Prior to any selection, use or reproduction by Client of Project, Disruption Works Ltd shall use reasonable efforts to, on reasonable request, provide Client with copies and evidence of such rights, clearances, permissions and licences as shall be necessary for the use of the Project by Client.

3.3 Subject to the foregoing Disruption Works Ltd shall have no liability to Client whatsoever in relation to the Project and gives no warranty and makes no representation as to whether Project contain or are free from racist, defamatory, sexually explicit, inflammatory, obscene or other legally restricted material and explicitly excludes all and any liability in relation thereto.

### 4 COOPERATION AND COMPLIANCE WITH THE POLICIES AND PROCEDURES OF [THE CLIENT]

4.1 Disruption Works agrees to cooperate fully with [THE CLIENT] in relation to Disruption Works's performance of its obligations under an Agreement and shall ensure that when any of its obligations or duties are performed on [THE CLIENT's] premises it shall ensure that its employees, agents or subcontractors comply at all times with [THE CLIENT's] reasonable requirements made known to Disruption Works relating to the access, use or occupation of such premises including without limitation all measures, rules and instructions

relating to health, safety, security and computer virus control.

### 5 EXPENSES

5.1 Where Disruption Works or a member of Disruption Works's staff is required by [THE CLIENT] to travel, take accommodation, incur other expenses or make use of the [THE CLIENT's] resources (such as telecommunications, fax, office equipment and space) in the proper performance of Disruption Works's obligations, the [THE CLIENT] will make available such resources on reasonable notice or if such resources cannot be made available by [The Client] pay Disruption Works for expense reasonably incurred to to provide such resources requested to enable Disruption Works to carry out and complete [THE CLIENT's] requirements.

### 6 COMPLY WITH Disruption Works SITE POLICIES

6.1 [THE CLIENT] shall ensure that when any of its obligations or duties are performed on Disruption Works's premises it shall ensure that its employees, agents or subcontractors comply at all times with Disruption Works's reasonable requirements made known to [THE CLIENT] relating to the access, use or occupation of such premises including without limitation all measures, rules and instructions relating to health, safety, security and computer virus control.

### 7 CONFIDENTIALITY

7.1 Each Party undertakes to respect the confidential nature of any information and not to divulge or make it accessible to third parties without the prior, written agreement of the other Party, unless ordered to do so by a court or other supervisory authority or disclosure is otherwise required by any applicable law.

### 8 DATA PROTECTION ACT

8.1 Each Party warrants to the other that, in relation to an Agreement it shall comply strictly with all requirements of the Data Protection Act 2018 (the "Act") and all regulations made under the Act and all European Directives and regulations in relation to the protection and transfer of personal data.

### 9 FORCE MAJEURE

9.1 For the purpose of these terms, a "Force Majeure Event" means acts of God, riots, war, strikes, epidemics, governmental regulations superimposed after the date of an Agreement, fire, communication line failures, power failures, natural disasters or anything beyond the reasonable control of the party claiming relief under this clause 14.6 that prevents that party's performance of its obligations under an Agreement.

9.2 Neither party is liable for failure to perform, or for a delay in performing, any of its obligations under an Agreement insofar as the performance of such obligations is prevented by a Force Majeure Event.

9.3 Each party shall promptly notify the other party of the occurrence of such a Force Majeure Event. All dates for delivery and time for performance obligations shall be extended by the time lost by reason of the Force Majeure event and each party



shall use all reasonable endeavours to continue to perform its obligations under an Agreement for the duration of such Force Majeure Event.

## 10. APPLICABLE LAW

10.1 All Agreements shall be governed by and construed in accordance with the laws of England and the parties thereby submit (subject to Clause 12 (Disputes)) to the non-exclusive jurisdiction of the Courts of England.

## 11. DISPUTE RESOLUTION

11.1. The parties shall attempt to resolve, in good faith, all disputes or disagreements between the parties with respect to the interpretation of any provision of an Agreement or to the performance by the parties of their obligations under an Agreement ("Matters in Dispute"). All dispute which shall at any time arise between the parties hereto which cannot be resolved by the Contract Managers shall be referred to the Managing Directors of [THE CLIENT] and Disruption Works

## 12. RELATIONSHIP OF THE PARTIES

12.1 Nothing in all/any Agreement shall or shall be deemed to create any partnership between the parties and neither is the employee or agent of the other.

## 13. COUNTERPARTS

13.1 an Agreement may be executed in any number of counterparts which together constitute one single agreement between the parties.

## 14. LEGISLATION AND POLICIES

14.1 Client shall comply with all applicable rules, regulations, codes of practice and laws relating to its use of the Project including without limitation its obligations under the Data Protection Act 2018; Regulation of Investigatory Powers Act 2016; Competition Act 1998, Enterprise Act 2002 and EC Directive and equivalent legislation.

14.2 Client shall comply with all applicable rules, regulations, codes of practice related to the third party providers that are engaged in any project. these may include large vendors such as Google, Amazon, IBM, Microsoft but not exclusively. Any breach may result in loss of service or action taken applicable to the breach. Disruption Works will not be held liable for any loss of service or expense that this may attract.

## 15. NOTICES

15.1 Any notice to be given by either party to the other may be sent by either e-mail, fax or recorded delivery to the address of the other party as appearing in an Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by e-mail shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting;

## 16. LAW

16.1 an Agreement shall be governed by and construed in accordance with English law and you

hereby submit to the non-exclusive jurisdiction of the English courts.

## 17. HEADINGS

17.1 Headings are included in an Agreement for convenience only and shall not affect the construction or interpretation of an Agreement.

## 18. EXECUTIVES AND STAFF LIABILITY.

18.1 In no event shall Disruption Works Ltd or its executives, staff or agents be liable to anyone for any delays, inaccuracies, errors or omissions with respect to the Information or domain registration or service or delivery of all or any part thereof, for any damage arising therefrom or occasioned thereby, or for the results obtained from the use of information given or service or domain registration or failure to register, a domain name.

## 19. PAYMENT

19.1 Disruption Works Ltd may charge additional Fees in accordance with its then prevailing rates:

19.2 in the event of delays or additional works caused or required by Client including its failure to provide Disruption Works Ltd with such information, Materials, instructions, media or approvals, as are reasonably required for the supply of the Project, properly and / or on time;

19.3 in the event of changes to the cost of labour, materials, services and other circumstances outside of Disruption Works Ltd's reasonable control.

19.4 in the event that Client requires the supply of Project, goods and services in addition to those described in the Confirmation of Order or any variations to the Project.

19.5 Invoices shall be issued a month in advance

19.6 All payments must be in UK Pounds Sterling. If your cheque, Credit Card or other method, is returned by the bank or provider as unpaid for any reason, you will be liable for a "returned cheque/payment" charge of £50;

19.7 All charges for Services shall be due and payable upon receipt of invoice. Charges may be exclusive of 'Value Added Tax' which shall be paid additionally by you at the rate prescribed by law on submission by us of a VAT invoice;

19.8 Without prejudice to our other rights and remedies under an Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you;

19.9 Disruption Works Ltd may charge additional Fees in accordance with its then prevailing rates:

19.9.1 in the event of delays or additional work caused or required by Client including its failure to provide Disruption Works Ltd with such information, Materials, instructions, media or approvals, as are reasonably required for the supply of the Project, properly and / or on time;

19.9.2 in the event of changes to the cost of labour, materials, services and other circumstances outside of Disruption Works Ltd's reasonable control.

19.9.3 in the event that Client requires the supply of Project, goods and services in addition to those described in the Confirmation of Order or any variations to the Project.

19.10 Disruption Works Ltd may charge additional interest on any unpaid invoices at 5% above the current standard bank rate for unpaid amounts.

19.10.1 Disruption Works Ltd may pass unpaid invoices to collection agents and these will attract further fees that will also be due.

## **Bot and Assistant Terms**

### **1. License**

#### **1.1 Grant of License**

Disruption Works Ltd grants to you a limited, non-exclusive, non-transferrable and revocable license to DISRUPTION WORKS online voice and natural language processing services as well as any documentation, files, or website information accompanying the services ("Services") solely to the extent necessary for you to create a natural language interface that operates solely in connection with your devices ("Devices") and/or software services/applications ("Applications") Any violation of the terms of this Agreement shall automatically revoke the license granted herein.

#### **1.2 Limited License Service**

The licenses granted herein are contingent upon Disruption Works's receipt of the applicable license fees and taxes due. Fees paid for Services shall allow you to use Services for the duration of the subscription service, as applicable, as selected by you during your registration of the Services ("Subscription Period"). The fees owned for the use of the Services are set forth on DISRUPTION WORKS's website and are subject to change without notice. License fees may vary depending on the usage of the Services. These fees are owed regardless of whether or the Services is actually used. No refunds will be given for any unused Services or any early termination of the Subscription Period.

#### **1.3 Trial, Evaluation, and Beta Services**

If this Agreement pertains to a trial, beta, or evaluation license then the licenses granted under this Agreement will terminate upon the expiration or cancellation of the trial or evaluation period. You agree to use the Services and any services only for the duration of the trial or evaluation period and only for evaluation or testing purposes. All such licenses are limited to one per customer per promotion or beta test.

#### **1.4 Restrictions**

The licenses granted herein are only valid if: the Services are NOT modified in any manner; all copyright and proprietary notices or labels in the Services are maintained in their original format; the Services are only installed and used in accordance with your network security policies you possess the necessary authority and power to install the Services you promptly pay all license fees when due this Agreement is accepted without any modification you have not breached the terms of this Agreement in any manner

#### **1.5 Registration**

When registering or activating Services, you may be required to select a username and password. Maintaining the confidentiality of this password and



username is your responsibility, and Disruption Works is not responsible for any loss or damage arising from unauthorized access to your account or your failure to comply with this section. You are fully responsible for any activities that occur under your username even if unauthorized. You must notify Disruption Works immediately of any unauthorized use of your account.

## 2. Services

### 2.1 Limited License

The licenses granted herein are only for the purpose of allowing you to connect to and use the Services for your personal or internal business use. You will not use the services to perform natural language processing for any third parties

### 2.2 Delivery

Disruption Works shall provide you with a web interface and an API protocol based interface necessary to use the Services ("Interface"). You agree to access the Services only through the Interface and will not create any derivative works of the Interface or the Services. You agree not to circumvent any limitations to the Services or Interface as implemented by Disruption Works.

### 2.3 Storage

When using this Services and the related services, Disruption Works will save a copy of each record you designate as requiring storage. The saved records will be transferred over the Internet to a server operated by Disruption Works or an affiliate or partner of Disruption Works. Disruption Works <sup>i.</sup> disclaims all liability for the Services, including any resulting from lost or compromised data. Disruption Works will keep data with reasonable security as <sup>ii.</sup> part of a solution via our own or partner servers/resources. You give Disruption Works permission to transmit all records designated by you as requiring storage to a remote data center operated by Disruption Works or an affiliate or partner of Disruptionworks.uk. ("Storage Servers"). <sup>iii.</sup>

### 2.4 Data Loss

Disruption Works does not maintain a simple access backup copy of all data stored on our servers and does not guarantee the information against loss or destruction. In the event that this Agreement is terminated, Disruption Works may in its sole discretion and without notice to you delete or deny access to the backed up data and such data or records will not be available to you. Disruption Works and its affiliates may retain (but shall have no obligation to retain) your data for a period of time after your subscription to the Services expires in order to allow you to renew the Subscription Period if desired.

### 2.5 File Deletion

Disruption Works does not maintain a simple access copy of the data backed up to our servers and does not guarantee the information against loss or destruction. In the event that the licenses granted herein are revoked, lapse, or terminate, whether by you or by Disruption Works lapse of any trial or

evaluation period, Disruption Works may, in its sole and absolute discretion, without notice to you, delete or deny access to the backed up data and such data or records will not be available to you. You agree that Disruption Works and its affiliates may retain (but shall have no obligation to retain) your data for a period after your trial or license has been terminated, expired, or otherwise lapsed, as part of Disruption Works's marketing to you the opportunity to purchase, renew, or extend a license.

### 2.6 Broadcast and Schedule Messages

Disruption Works will allow to send broadcast and schedule messages to active users within the restrictions of Facebook or Google's restrictions and conditions of spamming and non promotional messages, these may change outside of our control.

### 2.7 End User Data

You acknowledge and agree that you are solely responsible for obtaining all required consents from End Users in connection with any use of your Devices or Applications, which consent shall be compliant with all applicable data protection legislation and other privacy laws, rules, and regulations. Before collecting any End User Data or other information from End Users, you must provide adequate notice of what End User Data and other information you collect and how it will be used and/or shared and obtain any necessary consents. You and your Devices and Applications shall comply with all applicable laws and regulations in connection with your access and use of the Services. You will provide and adhere to a privacy policy for your Device or Application that: Complies with all applicable laws, rules, and regulations Is conspicuously displayed to all End Users Clearly and accurately describes to End Users what data and user information you collect (such as personally identifiable information, login information, etc.) and how you use and share such information with Disruption Works and third parties.

### 2.8 Service Uptime

Disruption Works doesn't guarantee 100% uptime of the service, our uptime is usually 98%. For dedicated uptime up to 99% please contact [info@disruptionworks.uk](mailto:info@disruptionworks.uk) for the quotation. We exclude emergency updates and patches from regular uptime targets to ensure secure environments.

## 3. Ownership

### 3.1 No Ownership Rights

The Services are being licensed, not sold. This Agreement does not grant any ownership rights to you and gives you only a limited license to use the Services during the term of the Agreement. The Services and all related intellectual property rights, whether under copyright, trade secret, patent, or trademark laws, are owned by Disruption Works and/or its licensors. Disruption Works may pursue all legal remedies for use of the Services in violation of this Agreement. No license is granted herein to resell, create derivative works, reverse engineer,

repackage, or modify the Services. Use of the Services within your commercial enterprise for internal purposes is expressly allowed.

### 3.2 Modification

Disruption Works may modify or discontinue any of its Services or the related Services without notice. Disruption Works will provide notice of material changes to the Services or changes to this Agreement by posting such changes at DISRUPTION WORKS web-site which shall be your sole notice of such changes. You agree and acknowledge that you will periodically check the website to inform yourself of any such changes.

### 3.3 Submissions

In connection with the operation of the Services, Disruption Works receives, utilizes, and analyzes communications sent to Disruption Works and any of your stored records ("Submissions"). You retain ownership of your Submissions.

## 4. Payment

### 4.1 Fees

The fees for using the Services are set forth on the DISRUPTION WORKS website which may be modified by Disruption Works. Continued use of the Services and the non-termination of your account with DISRUPTION WORKS after fee changes are posted to the website constitutes your acceptance of the prices as modified. You agree to pay all fees fully and promptly.

### 4.2 Method of Payment

License fees for the Services must be paid within 30 days of invoice. Information provided to Disruption Works or a third party payment processor to pay for the Services shall be automatically charged for the Services upon renewal. In the event that Disruption Works or a third party payment processor is unable to bill the credit card or account on file or you request that Disruption Works not bill the credit card, you shall be solely responsible for any renewal payment required. In the event that payment is not made, the Services and services may become unavailable to you and Disruption Works may terminate this Agreement without further notice to you.

### 4.3 Rejected Charges

If any charges are rejected by your credit card issuer or bank, then Disruption Works may deactivate your account until payment is successfully received. Disruption Works may deactivate any account that has a disputed charge until Disruption Works, in its sole discretion, determines the dispute resolved.

### 4.4 Billing Issues

You must provide Disruption Works notice of any billing problems or disputes within sixty (60) days after they first appear on the statement you receive from your bank, credit card company, or other billing company. Failure to notify Disruption Works of the problem within the sixty (60) day period will result in your acceptance of the charges and you waive the right to dispute such problems or discrepancies. Failure to use your account will not



be deemed a basis for refusing to pay any charges. Disruption Works does not provide any refunds for any Services.

#### 4.5 No Refund Policy

Disruption Works has no-refund policy on all of the pricing plans. If you want to deactivate your subscription just give us 30 days notice, outside of your contract period.

### 5. Restrictions and Representations

#### 5.1 Lawful Use

The Services is solely for lawful purposes and use. You are responsible for ensuring that all use of the Services is in accordance with this Agreement. You are solely responsible for ensuring that your use of the Services complies with all applicable laws, statutes, ordinances, regulations, rules and other government authority. The Services is provided subject to this standard commercial agreement and qualifies as commercial computer Services within the meaning of the applicable government acquisition laws. Services shall not be used to display, support, develop, supply or market the physical effects of violence (including, without limitation, blood, gore and organs) on humans or human-like characters, explicit sexual content, sex crimes, disparagement of ethnic or religious groups, racial epithets, profane language or hate speech.

#### 5.2 Compliance

You agree

- i. Not to interfere or disrupt networks connected to Disruption Works's services.
- ii. To comply with all regulations, policies and procedures of networks connected to the services.
- iii. Not to use the services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or any third party's rights of publicity or privacy.
- iv. Not to post, distribute, or otherwise make available or transmit any computer file that contains a virus, Trojan, adware, or other malware
- v. Not to attempt to gain unauthorized access to other computer systems.
- vi. Not to create an Application that functions substantially the same as the Services and offer it for use by third parties
- vii. Not to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.
- viii.

#### 5.3 Export

You represent and warranty that you are not located in and will not modify, export or re-export, either directly or indirectly, the Services to any country or entity under UK restrictions or to any country or entity subject to applicable trade sanctions. The UK restricted country and persons list is subject to change without notice from Disruption Works, and you must comply with the list as it exists in fact. Disruption Works SHALL NOT BE LIABLE FOR YOUR VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UK LAW OR FOREIGN LAW.

### 6. Disclaimer of Warranties

#### 6.1 Technical Support

Except as otherwise provided herein, Disruption Works is under no obligation to provide technical or customer support for the Services. You are solely responsible for properly installing and using the Services. You are responsible for the procurement of any hardware or services required to use the Services, including any computers, servers, or Internet access.

#### 6.2 Use of Internet

The Services are provided over the Internet. As such, the Services are subject to the operation of the Internet and telecommunications infrastructures as well as the operation of your Internet connection services, all of which are beyond the control of Disruption Works. Disruption Works does not warrant that the services will be uninterrupted or that you will be able to access or use the Services at the location and times of your choosing.

#### 6.4 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Disruption Works DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, IN EQUITY OR AT LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Disruption Works DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR NEEDS. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES.

#### 6.5 Limitation

Some jurisdictions do not allow or limit the exclusion of warranties. In such jurisdiction, these provisions shall apply to you to the maximum extent allowed by law.

### 7. Limitation of Liability

#### 7.1 Special Cases

Nothing herein shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or its directors, officers, employees, contractors or agents, or in respect of fraud or of any statements made fraudulently by either party.

#### 7.2 Responsibility

YOU ARE ULTIMATELY RESPONSIBLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU AS A RESULT OF USING OR INSTALLING THE SERVICES. Disruption Works WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF Disruption Works HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THE DAMAGE WAS FORESEEABLE.

#### 7.3 Limitation on Liability

EXCEPT AS STATED IN SECTION 7.1, Disruption Works AND ITS AFFILIATES, OFFICERS, LICENSORS,

AND/OR CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, Disruption Works'S LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

#### 7.4 Data Transfer

ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE SERVICES OR RELATED SERVICES IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR YOUR POSSESSION

#### OF SUCH DATA OR MATERIAL

Disruption Works DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS SERVICES AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.

#### 7.5 Limitations on Remedy

Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this Agreement must be brought within one (1) year from the date when the cause of action occurred.

### 8. Termination

#### 8.1 Term

This Agreement is effective until terminated by you or by Disruption Works. Any Additional Services is licensed only for the Subscription Period selected during the registration or upgrade, which is generally a one-year term. The Subscription Period may be renewed by paying an additional license fee as set forth on the DISRUPTION WORKS website. This renewal fee may be charged automatically to the credit card used to initially pay for the Services.

#### 8.2 Termination by You

Services may be terminated by notifying Disruption Works of your intent to terminate this Agreement. Notification of termination must be sent by email to support@Disruptionworks.uk. Your termination will be effective upon Disruption Works's receipt and processing of the email. Processing may take up to 24 hours.

#### 8.3 Termination by Disruption Works

Disruption Works may terminate this Agreement at any time and for any reason. Disruption Works may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Disruption Works deems your use to be excessive, Disruption Works may terminate your account or adjust the price of the Services.

#### 8.4 Events Upon Termination

Upon termination, you must immediately cease using the Services. Upon termination, Disruption Works may disable further use of the Services or related Services without further notice and may delete, remove, and erase any account information



and any data stored by Disruption Works. Such deletions are in Disruption Works's sole discretion and may occur without notice to you. No refunds shall be given for any reason.

## 9. Indemnity

You agree to release, indemnify, defend and hold harmless Disruption Works and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) your use or misuse of the Services, (b) your breach of this Agreement, or (c) your infringement upon any intellectual property or other proprietary right of any person or entity. Disruption Works may, at its own expense, assume the defense and control of any matter otherwise subject to indemnification by you. Doing so shall not excuse your indemnity obligations in this Agreement. The terms of this paragraph will survive any termination or cancellation of the Agreement.

## 10. Privacy

### 10.1 Privacy Policy

Disruption Works has built its products and services with your privacy and security in mind. To keep you informed of its privacy practices, Disruption Works periodically publishes a Privacy Policy that is incorporated by reference into this Agreement. You can view the Privacy Policy at <http://www.DISRUPTIONWORKS/privacy>. Disruption Works may update its Privacy Policy in its sole discretion. Any amendments to the Privacy Policy will be posted on the Disruption Works website. Please periodically review our website for changes to the Privacy Policy.

## 11. Severability

If a provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will not be affected, impaired or invalidated. If the absence of the provision adversely affects the substantive rights of a party, the parties agree to replace the provision with a new provision that closely approximates the economic and proprietary results intended by the parties.

## 12. Force Majeure

Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond the party's reasonable control, including acts of God, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause that cannot reasonably be foreseen or controlled by such party. A party will not be liable

as result of failures or errors related to the use or operation of the Internet.

## 13. Waiver

No waiver, delay or discharge by a party will be valid unless in writing and signed by an authorized representative of the party against which its enforcement is sought. Neither the failure of either party to exercise any right of termination nor the waiver of any default will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default.

## 14. Amendments

Disruption Works may amend this Agreement and the Services and related services offered under the Agreement in its sole discretion without notice, including license fees, availability, equipment and Services requirements, and limits or restrictions on the use of Services or services. Disruption Works may impose additional restraints on the use of the Services at any time. Any amendment made to this Agreement shall be posted on the DISRUPTION WORKS website and is effective immediately after posting the Agreement. The website posting shall be your sole notice of any such changes. You agree to check the DISRUPTION WORKS website periodically to obtain notice of any changes. Continued use of the Services after a change constitutes your acceptance of the change. Section headings are for convenience only and are not part of the Agreement itself.

## 15. Assignment

You may not assign or transfer, or purport to assign or transfer, any of your rights, duties, or obligations under the Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise. Disruption Works may assign or transfer this Agreement in its sole discretion.

## 16. Notices

All questions, notices, demands, or requests to Disruption Works with respect to this Agreement shall be made in writing to: Disruption Works., Plymouth Science Park, 1 Davy Road, Plymouth, PL76 8BX. All notices to you shall be made by posting the notice on the DISRUPTION WORKS website or in client emails.

## 17. Survival

This Agreement shall be applicable for as long as you use the Services. All provisions regarding confidentiality, proprietary rights, limitation of liability, indemnity, and non-disclosure shall survive this Agreement.

## 18. Our clients

By using Disruption Works services, we expect you are using Disruption Works for company purposes

so we use company name as our clients, unless specifically stated separately.

## 19. Acceptance

BY USING, APPLYING FOR, OR ACCEPTING THE SERVICES YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU WILL BE BOUND BY AND COMPLY WITH IT. DO NOT USE THE SERVICES IF YOU DO NOT AGREE TO THIS AGREEMENT.

IN NO EVENT WILL Disruption Works Ltd OR ITS EXECUTIVES BE LIABLE TO ANY PARTY (i) FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR BUSINESS, AND THE LIKE), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE Disruption Works Ltd SERVICES OR DOMAINS REGISTERED BY Disruption Works Ltd OR ANY 'INFORMATION', EVEN IF Disruption Works Ltd SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR (ii) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF ANY INFORMATION GIVEN OR DOMAIN REGISTRATIONS. The entire risk as to the quality and performance of Disruption Works Ltd Services and the accuracy, adequacy, completeness, currentness, validity and quality of any Information or service or domain registration is with the user/customer.

## 21. ENTIRE AGREEMENT

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation that has not been made expressly in an Agreement.

**Disruption Works Ltd, 1 Davy Road, Plymouth , PL6 8BX – Reg No: 10761509**