

AYDA PLATFORM

CUSTOMER TERMS AND CONDITIONS

1. About these Terms and Conditions, the Platform and the Services provided by Ayda

- 1.1. These terms and conditions (**Terms**) are a legal agreement between:
 - 1.1.1. researchers, i.e. organisations wishing to use the Platform to manage their research projects (**Customers**), who register online to use the Platform; and
 - 1.1.2. and Particity Limited, a limited company incorporated and registered in England and Wales with company number 11375698 and registered address at 63 Bermondsey Street, London, SE1 3XF (**Ayda**).
- 1.2. This agreement becomes binding between the Parties in accordance with clause 2 (Commencement and duration). By confirming your request to join the Platform you confirm that you are properly authorised by the Customer to enter into a legal agreement on behalf of the Customer.
- 1.3. The Platform is an online software solution developed by Ayda, and which is made available to the users via <https://www.helloayda.com/>.
- 1.4. The definitions and rules of interpretation set out in Schedule 1 apply in these Terms.

2. Commencement and Term

- 2.1. Expression of intention by the Customer to join the Platform constitutes an offer by the Customer to gain access to the Platform and receive the services from Ayda in accordance with these Terms. The Customer is responsible for ensuring that all registration details requested by Ayda and provided by the Customer are complete and accurate.
- 2.2. A legally binding agreement between Ayda and the Customer (**Agreement**) for the provision of access to the Platform and the related services shall come into force on the date when the Customer's registration on the Platform is approved by Ayda by activating the Customer's account on the Platform (**Commencement Date**), and shall continue until: (a) either Party serves not less than thirty (30) days' notice in writing to the other Party; or (b) it is otherwise terminated in accordance with the provisions of these Terms.
- 2.3. These Terms apply to the Agreement between the Customer and Ayda to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. The Customer waives any right it might otherwise have

to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms.

3. Platform services

- 3.1. Ayda shall make the Platform available for use by the Customer's Authorised Users during the Term, on and subject to these Terms.
- 3.2. Ayda shall have the right to reject any Customer Data for inclusion on the Platform, if, in Ayda's reasonable opinion, such Customer Data does not comply with any Applicable Laws and/or could, in Ayda's reasonable opinion, adversely affect Ayda's reputation. However, Ayda shall be under no obligation to review any Customer Data for accuracy, completeness, appropriateness or lawfulness.
- 3.3. The Customer acknowledges that Ayda does not participate in any research projects involving Participants and is not a party to any arrangements or agreements the Customer concludes with such Participants, even if such arrangements or agreements are made via the Platform. In the event of any complaints or disputes between the Customer and any Participant, Ayda shall use reasonable endeavours to assist the Customer, but Ayda shall be under no obligation to participate in any dispute resolution process or proceedings between the Customer and any Participant.
- 3.4. Ayda shall use reasonable endeavours to make the Platform available 24 hours a day, 7 days a week, except for: (i) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and (ii) unscheduled maintenance performed outside of Normal Business Hours. Ayda will use reasonable endeavours to give the Customer at least 3 Normal Business Hours' notice in advance of any unscheduled maintenance.
- 3.5. The Customer acknowledges that the Platform is made available via the internet and as a result, the availability thereof may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Consequently, the Customer acknowledges and agrees that Ayda: (i) does not warrant that the Authorised User's use of the Platform will be uninterrupted or error-free; and (ii) will not be liable for any delays, delivery failures, any failure of the Authorised User's equipment, or any loss or damage resulting from the transfer of data over communications networks and facilities.
- 3.6. Ayda shall have the right to make any changes to the functionality of the Platform from time to time, including: (i) to address its users' and participants' needs; (ii) to comply with any Applicable Laws; and/or (i) changes that do not materially adversely affect the nature or quality of the Platform, including any updates, upgrades and new releases of the software underlying the Platform.
- 3.7. Ayda shall provide the Customer, its Authorised Users and Participants with Ayda's technical support services during Normal Business Hours in accordance with Ayda's standard support services policy.
- 3.8. Ayda shall follow its standard archiving procedures for all Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Ayda shall

be for Ayda to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Ayda in accordance with its archiving procedures. Ayda shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Ayda to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

4. Access and use of the Platform by Authorised Users

- 4.1. Subject to the Customer paying the Commission and the restrictions set out in this clause 4 and other terms of these Terms, Ayda hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit its Authorised Users to use the Platform during the Term, solely for the Customer's internal business operations.
- 4.2. The Customer shall ensure that all its Authorised Users have appropriate authority to use the Platform on behalf of the Customer, including to create and manage research projects on behalf of the Customer, and to carry out any other activities enabled by the Platform. Ayda shall not be required to verify any powers or authorisations granted to the Authorised Users of the Customer, and all use and all actions completed via the Platform by the Authorised Users of the Customer shall be deemed by Ayda to have been validly carried out by the Customer.
- 4.3. Authorised Users may be required to provide certain information in order to activate their accounts. Failure to provide any such information may result in the relevant Authorised User's account not being created, which will prevent such Authorised User from accessing the Platform.
- 4.4. In relation to the Authorised Users, the Customer undertakes that it will use reasonable endeavours to ensure that (i) any Authorised User account is not used by more than one individual Authorised User (unless an account is re-assigned by Ayda to a different Authorised User upon the Customer's request) and (ii) each Authorised User shall use secure access credentials to sign in to the Platform and shall keep a secure password and other login information confidential. Ayda shall not be liable to the Customer and/or any Authorised User for any loss or damage caused as a result of a breach by any Authorised User of this Clause 4.4.
- 4.5. The Customer shall not, and shall use reasonable endeavours to ensure that its Authorised Users shall not, access, store, distribute or transmit any viruses, or any material during the course of their use of the Platform that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity or any activity which is in breach of any Applicable Law; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability; or (vi) is otherwise illegal or causes damage or injury to any person or property. Ayda reserves the right, without liability or prejudice to its other rights, to remove from the Platform any material that breaches the provisions of this Clause.
- 4.6. The Customer shall not, and shall procure that its Authorised Users shall not:
 - 4.6.1. except as may be allowed by these Terms and/or any Applicable Law which is incapable of exclusion by agreement between the Parties and except to the extent expressly

permitted under these Terms: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or any Content made available via the Platform (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 underlying the Platform;

- 4.6.2. access all or any part of the Platform in order to build a product or service which competes with the Platform;
 - 4.6.3. use the Platform to conduct any form of advertising;
 - 4.6.4. conduct any form of text or data mining or web scraping in any form;
 - 4.6.5. establish links to the Platform (including redirections) without Ayda's prior written consent (which may be withdrawn by Ayda at any time);
 - 4.6.6. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform available to any third party except the Authorised Users and Participants in accordance with these Terms, or
 - 4.6.7. attempt to obtain, or assist third parties in obtaining, access to the Platform, other than as provided under this clause 4.
- 4.7. The Customer acknowledges and agrees that in the event of a material breach and/or persistent breaches of clause 4.5 and/or clause 4.6 by any Authorised User, Ayda shall have the right, at its sole discretion, to suspend or withdraw the right of use and access to the Platform for any such Authorised User and/or the Customer.
- 4.8. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, shall promptly notify Ayda.
- 4.9. The rights provided under this clause 4 are granted to the Customer only, and, unless otherwise agreed in writing between the Parties, shall not be considered granted to any subsidiary or holding company of the Customer.

5. Customer's obligations

- 5.1. The Customer shall:
- 5.1.1. provide Ayda with: (i) all necessary co-operation in relation to these Terms; and (ii) all necessary access to such information as may be reasonably required by Ayda, in order to facilitate the use of the Platform, including but not limited to Customer Data;
 - 5.1.2. without affecting its other obligations under these Terms, comply with all Applicable Laws with respect to its activities under these Terms;
 - 5.1.3. ensure that the Authorised Users use the Platform in accordance with these Terms and shall be responsible for any Authorised User's breach of these Terms; and

- 5.1.4. obtain and shall maintain all necessary licences, consents, and permissions necessary for Ayda, its contractors and agents to perform their obligations under these Terms.
- 5.2. 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.

6. Pre-paid Funds and Commission

- 6.1. The Customer shall pay to Ayda the Commission in accordance with this clause 6.
- 6.2. The Customer acknowledges and agrees that the Customer's ability to issue Incentives to Participants (and the Participants' ability to claim them) is conditional upon the Customer pre-funding all such Incentives and applicable Commission (inclusive of VAT) in advance by making a payment of sufficient amount of funds (**Pre-paid Funds**) into Ayda's account (as notified in writing by Ayda to the Customer from time to time). All Pre-paid Funds must be received by Ayda in cleared funds before any Incentives can be issued by the Customer. Ayda shall not be liable to the Customer for any failure to process any Incentives as a result of insufficient Pre-paid Funds being received by Ayda.
- 6.3. Ayda shall, promptly upon request in writing from the Customer, return all unused Pre-paid Funds to the Customer (less any Commission due to Ayda under this Agreement), to the account from which such Pre-paid Funds were sent to Aida.
- 6.4. The Customer hereby authorises Ayda to deduct from the Pre-paid Funds the amount of Commission upon the activation of each research project, for the amount of the Commission due to Ayda in respect of all Incentives payable to or redeemable by the Participants in such research project. Any Commission deducted by Ayda in accordance with this clause shall constitute payment due to Ayda in consideration of the services provided under this Agreement.
- 6.5. In the event Ayda is unable, for any reason, to deduct the Commission in accordance with clause 6.4, Ayda shall invoice the Customer amount of the Commission due to Ayda, and the Customer shall pay each invoice within 30 days after the date of receipt of such invoice. If Ayda has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Ayda:
- 6.5.1. Ayda may, without liability to the Customer, disable the Customer's Authorised Users' passwords, accounts and access to all or part of the Platform and Ayda shall be under no obligation to reinstate full access to the Platform while the invoice(s) concerned remain unpaid; and
- 6.5.2. 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 the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 6.6. All amounts and Commission stated or referred to in these Terms:
- 6.6.1. shall be payable in pounds sterling;

- 6.6.2. are non-cancellable and non-refundable(except for the return of unused Pre-paid Funds in accordance with clause 6.3);
- 6.6.3. are exclusive of value added tax, which shall be added to the Commission at the appropriate rate; and
- 6.6.4. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Proprietary Rights

- 7.1. The Customer acknowledges and agrees that Ayda and/or its licensors own all intellectual property rights in the Platform and the Platform Documentation. Except as expressly stated in these Terms, these Terms 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 Platform (including any software underlying the Platform) or the Platform Documentation.
- 7.2. Ayda confirms that it has all the rights in relation to the Platform and the Platform Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with these Terms.
- 7.3. Ayda acknowledges and agrees that the Customer and/or its licensors own all intellectual property rights in the Customer Data. Except as expressly stated in these Terms, these Terms do not grant Ayda any rights to, under or in, any patents or copyright, database right, trade secrets, trade names, trade makes (whether registered or unregistered), or any other rights or licences in respect of the Customer's intellectual property rights. The Customer hereby grants to Ayda a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Term to use, copy and modify the Customer Data to the extent necessary to operate the Platform and comply with Ayda's obligations under these Terms.
- 7.4. The Customer confirms that it has all the rights in relation to the Customer Data that are necessary to grant all the rights and licences under and in accordance with these Terms.
- 7.5. The Customer acknowledges and provides Ayda with permission to use the Customer's trade mark or trade name on its website or on any marketing materials.

8. Data Protection

- 8.1. The Parties acknowledge that the Customer is the data controller of any personal data uploaded, stored and/or transmitted via the Platform (the **Customer Personal Data**) and Ayda is the data processor of the Customer Personal Data.
- 8.2. Customer Personal Data processing specification:

Scope, nature and purpose of the processing	Ayda will process personal data to provide the Platform services and to comply with its
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	obligations under the Agreement during the Term of the Agreement.
Categories of data subject	Authorised Users and Participants.
Categories of personal data	<p>Authorised Users: first name, surname, email address.</p> <p>Participants: first name, surname, email address, telephone number, address, password, date of birth and identification information required to verify the Participant's identity, bank account details and transaction information (to facilitate redemption and processing of Incentives), any information required by the Third Party Services providers used by Ayda to process Incentives, any information provided by the Authorised Users about the Participants, and by the Participants themselves (including any research surveys and questionnaires completed by the Participants).</p>
Duration of processing	For the duration that Ayda provides the Platform services to the Customer under this Agreement, until all personal data is returned to the Customer or deleted by Ayda in accordance with this Agreement.

8.3. To the extent that Ayda processes Customer Personal Data on behalf of the Customer as its data processor, Ayda shall:

- 8.3.1. process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data to the extent necessary to supply the Platform and associated services to the Customer under these Terms, unless Ayda is otherwise required by applicable laws under this clause 8.3;
- 8.3.2. implement adequate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, having regard to the state of technological development and the cost of implementing any measures;
- 8.3.3. ensure that any personnel engaged and authorised by Ayda to process Customer Personal Data have committed themselves to obligations of confidentiality;

- 8.3.4. assist the Customer as reasonably possible (taking into account the nature of the processing and the information available to Ayda), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under applicable Data Protection Laws;
 - 8.3.5. notify the Customer without undue delay on becoming aware of a Personal Data Breach involving the Customer Personal Data; and
 - 8.3.6. maintain records to demonstrate its compliance with this clause 8.3 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice. Audits under this clause 8.3 will be conducted not more frequently than once in a 12-month period and the Customer shall reimburse Ayda on demand for reasonable costs and expenses incurred by Ayda in connection with any such audits. The Customer will bear its own costs of carrying out any audits.
- 8.4. Where Ayda is relying on applicable laws as the basis for processing Customer Processor Data under clause 8.3, Ayda shall use reasonable efforts to notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit Ayda from so notifying the Customer.
- 8.5. The Customer hereby provides its prior, general authorisation for Ayda to:
- 8.5.1. appoint sub-processors to process the Customer Personal Data, provided that Ayda:
 - a. shall ensure any sub-processors will comply with applicable Data Protection Laws, and will comply with terms that are materially similar to those imposed on Ayda in clause 8.3;
 - b. shall remain responsible for the acts and omissions of any such sub-processor as if they were the acts and omissions of Ayda; and
 - c. shall inform the Customer of any intended changes concerning the addition or replacement of the sub-processors, giving the Customer the opportunity to object to such changes within no later than 30 days from the date of notification. Where the Customer objects to the changes and cannot demonstrate, in Ayda's reasonable opinion, that the objection is due to an actual or likely breach of applicable Data Protection Law, the Customer shall indemnify Ayda for any losses, damages, costs (including legal fees) and expenses suffered by Ayda in accommodating the objection;
 - 8.5.2. transfer Customer Personal Data outside of the UK or the EEA as required to comply with Ayda's obligations under these Terms, provided that Ayda shall ensure that all such transfers are made in accordance with applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Ayda, including any request to enter into standard data protection clauses adopted by either the EU Commission (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner (where the UK GDPR applies to the transfer).

- 8.6. Ayda will process personal data to provide the Platform services for the duration that Ayda provides the Platform services to the Customer under these Terms, until all personal data is returned to the Customer or deleted by Ayda in accordance with these Terms.

9. Confidentiality

- 9.1. Each Party agrees that they will not at any time during these Terms, and for a period of three (3) years after termination of these Terms, disclose to any person any Confidential Information belonging to the other Party except as permitted by clause 9.4.
- 9.2. The Customer acknowledges that the Platform Documentation is the Confidential Information of Ayda.
- 9.3. Ayda acknowledges that the Customer Data is the Confidential Information of the Customer.
- 9.4. Each Party may disclose the other Party's Confidential Information:
- 9.4.1. to those of its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms. Each Party will ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information are aware of that Party's obligations under this clause 10; and
- 9.4.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.5. No Party will use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

10. Security of Network and Information Systems

The Customer shall notify Ayda immediately it becomes aware of any Incident, and respond without delay to all queries and requests for information from Ayda about any Incident, whether discovered by Ayda or the Customer, in particular bearing in mind the extent of any reporting obligations the Customer may have under the Data Protection Laws and that the Customer may be required to comply with statutory or other regulatory timescales.

11. Indemnity

- 11.1. The Customer shall defend, indemnify and hold harmless Ayda against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (i) the Customer's use of the Platform and/or Platform Documentation (including with respect to any Incentives processed by Ayda and redeemed by the Participants without sufficient Pre-paid Funds having been deposited by the Customer in accordance with clause 6.2); and/or (ii) any claim made against Ayda by any Participant or any third party as a result of or in connection with the Customer's use of the Platform.

- 11.2. Ayda shall: (i) give the Customer prompt notice of any third party claim that may give rise to the indemnity under clause 11.1; (ii) provide reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) give the Customer sole authority to defend or settle the claim.
- 11.3. Ayda shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Platform and/or the Platform Documentation in accordance with these Terms infringes any United Kingdom patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (i) Ayda is given prompt notice of any such claim; (ii) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Ayda in the defence and settlement of such claim, at Ayda's expense; and (iii) Ayda is given sole authority to defend or settle the claim.
- 11.4. In no event shall Ayda, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 11.4.1. a modification of the Platform by anyone other than Ayda; or
- 11.4.2. the Customer's (and/or its Authorised Users') use of the Platform in a manner contrary to the instructions given to the Customer by Ayda; or
- 11.4.3. the Customer's (and/or its Authorised Users') use of the Platform after notice of the alleged or actual infringement from Ayda or any appropriate authority.
- 11.5. The foregoing state the Customer's sole and exclusive rights and remedies, and Ayda's (including Ayda's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation Of Liability

- 12.1. Except as expressly and specifically provided in these Terms:
- 12.1.1. the Customer assumes sole responsibility for results obtained from the use of the Platform by the Customer, and for conclusions drawn from such use;
- 12.1.2. 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 these Terms; and
- 12.1.3. the Platform is provided to the Customer on an "as is" basis.
- 12.2. Neither Party excludes nor limits any liability for: (i) personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of a Party or its employees; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability to the extent it cannot be excluded or limited by law.
- 12.3. Subject to Clause 12.1 and Clause 12.2:

- 12.3.1. neither Party shall be liable to the other Party, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for: (i) any loss of profits; (ii) loss of anticipated savings or wasted expenditure (including management time); (iii) loss of business; (iv) depletion of goodwill and/or similar losses; (v) loss or corruption of data or information, (vi) pure economic loss; and/or (vii) any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with these Terms;
- 12.3.2. other than in respect of the indemnification obligations under Clause 11.3, Ayda's total aggregate liability to the Customer, whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with these Terms shall be limited to 100% of the total Commission paid and/or payable in the 12 months period preceding the incident arose; and
- 12.3.3. each Party's total aggregate liability to the other Party in respect of any indemnification provided under these terms shall in no event exceed £500,000.

13. Termination

- 13.1. Either Party may without prejudice to its other rights and remedies by notice in writing to the other Party immediately terminate these Terms if the other:
 - 13.1.1. fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 13.1.2. is in material or persistent breach of any of its obligations under these Terms and if that breach is capable of remedy and the other has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach;
 - 13.1.3. is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or
 - 13.1.4. ceases or suspends, or threatens to cease or suspend, the carrying on of any part of its business.
- 13.2. In the event of termination of these Terms for any reason:
 - 13.2.1. all rights and licences granted under these Terms shall immediately terminate and the Customer shall immediately cease all use of the Platform and/or the Platform Documentation;

- 13.2.2. upon the Customer's request in writing (which may be submitted no later than within 30 days after the date of termination of these Terms), Ayda shall, within 30 days from the date of receipt of the Customer's request, provide to the Customer a copy of all Customer Data. The Customer acknowledges and agrees that Ayda may retain such Customer Data as is necessary for Ayda's compliance and record keeping purposes, including any Customer Data that relates to Ayda's obligations towards the Participants and/or the Third Party Services suppliers;
- 13.2.3. subject to Clause 13.2.2, each Party will within 7 days of such termination return (or, at the other Party's option, destroy) all the other Party's Confidential Information in its possession or under its control and all copies of such information; and
- 13.2.4. 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 these Terms which existed at or before the date of termination shall not be affected or prejudiced; and
- 13.2.5. any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of these Terms, including Clauses 1 (Interpretation), 7 (Proprietary rights), 8 (Data protection), 9 (Confidentiality), 11 (Indemnity), 12 (Limitation of liability), 13.2 (Consequences of termination), 14 (General terms), and 15 (Governing Law and Jurisdiction) shall remain in full force and effect.

14. General Terms

- 14.1. **Force majeure.** Ayda shall have no liability to the Customer under these Terms if it is prevented from or delayed in performing its obligations under these Terms, 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 Ayda 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.
- 14.2. **Variation.** Ayda shall have the right to update these Terms (including any Schedules) by serving at least 30 days' notice in writing to the Customer. If the Customer does not agree to such new Terms, the Customer can notify Ayda of its rejection of the new terms. Such rejection will mean that the Customer wishes to terminate the Agreement and close its account(s). Rejection of the new terms must be notified to Ayda in writing before the date when Ayda proposes to implement the new terms. Failure to notify Ayda prior to the proposed implementation date will be deemed as the Customer's acceptance of the new terms. Any variation of these Terms in any other circumstances than those set out in this clause 14.2 shall require the written agreement of both Parties.
- 14.3. **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under these Terms 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.

- 14.4. **Rights and remedies.** Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.5. **Severance.** If any provision or part-provision of these Terms 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 these Terms. If any provision or part-provision of these Terms is deemed deleted under this Clause 14.5 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.6. **Entire Agreement.** These Terms 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. Each Party acknowledges that in entering into these Terms 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 these Terms. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 14.7. **Assignment and other dealings.** Save as provided in Clause 14.8 and/or Clause 14.9, neither Party may subcontract, assign, transfer, novate, grant any trust over, or otherwise deal with any of its rights or obligations under these Terms without the prior written consent of the other Party, such request not to be unreasonably withheld or delayed.
- 14.8. Notwithstanding Clause 14.7, either Party may assign, transfer, novate, grant any trust over, or otherwise deal with its rights and obligations under these Terms, in part or in full, without the prior written consent of the other Party to an acquirer of assets or a successor by merger.
- 14.9. Subject to Ayda's obligations under clause 9 (Data protection), Ayda shall be entitled to subcontract its obligations under these Terms to any third party (including any subsidiary or other affiliate of Ayda) or engage third-party agents or subcontractors without obtaining the Customer's prior consent.
- 14.10. **No partnership or agency.** Nothing in these Terms 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).
- 14.11. **Third party rights.** These Terms does not confer any rights on any person or party (other than the Parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999 or any equivalent applicable legislation in any other jurisdiction.

- 14.12. **Notices and other communications.** Any notice required to be given under these Terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party's registered address, or such other address as may have been notified by that Party for such purposes, or sent by email to the other Party's email address used as the main point of contact in connection with this Agreement. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal 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 email shall be deemed to have been received at the time of transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. All notices and other communications under or in connection with these Terms shall be in the English language.

15. Governing law and jurisdiction

- 15.1. These Terms 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.
- 15.2. 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 these Terms or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Definitions

1. Definitions:

Applicable Laws	any applicable laws or regulations, regulatory policies, guidelines or industry codes.
Authorised Users	employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Platform for the purpose of managing research projects and relationships with Participants.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Commission	a specified % of the value of the Incentives payable to Ayda or redeemable by Participants in any research project, as such rate is published by Ayda from time to time on the Platform or otherwise communicated to the Customer in writing by Ayda.
Confidential Information	any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing Party, together with all information derived by the receiving Party from any such information and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
Customer Data	any data, information and materials inputted by the Authorised Users, Participants or Ayda on the Customer's behalf in connection with access to and use of the Platform by such Authorised Users and Participants, including all Participant Material, records of agreements and consents given by Participants to any Participant Material, and all communications data between the Customer's Authorised Users and the Participants.
Customer Personal Data	the personal data processed by Ayda on behalf of the Customer as referred to in clause 8.2 of these Terms.
Data Protection Laws	all applicable data protection and privacy legislation including (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR); (ii) the GDPR to the extent that it forms local laws arising from Section 3 of the European Union (Withdrawal Act)

	2018 (UK GDPR); (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and any amendments to these laws as updated from time to time; and (v) the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority.
Data controller, data processor, data subject, personal data, processing, and appropriate technical and organisational measures and supervisory authority	shall have the meanings given to them in the Data Protection Laws.
Incentive(s)	cash, e-money, vouchers and/or other rewards paid or redeemed (as applicable) by the Participants via the Platform.
Normal Business Hours	9.00 am to 6.00 pm local UK time, each Business Day.
Participant(s)	participants in the Customer's research who are provided access to the Platform in their capacity as research participants or potential research participants, and who activate their accounts on the Platform by agreeing Ayda's terms and conditions applicable to participants.
Participant Materials	any consents, documents or other undertakings or materials issued by the Customer's Authorised Users to the Participants.
Party	Ayda or the Customer, as the context may require, and Parties shall mean both Ayda and the Customer.
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data.
Platform	an online solution developed by Ayda, which provides seamless end-to-end participant and research management tools for researchers and which enables research participants to claim their incentives via several payments and rewards methods, and which is made available to the users via https://www.helloayda.com/ , or any other website notified to the Customer by Ayda from time to time.

Platform Documentation	any document made available to the Customer by Ayda on the Platform which sets out a description of the features and functionalities of the Platform and/or the user instructions.
Pre-paid Funds	has the meaning defined in clause 6.2
Term	the duration of these Terms, as determined in accordance with clause 2 of these Terms.
Third Party Services	any websites, platforms, resources and services provided by third parties, including any payments services, vouchers providers and rewards redemption services engaged by Ayda from time to time to enable Participants to claim their Incentives.