

TERMS AND CONDITIONS OF SERVICE FOR HROES LTD HR SOFTWARE

DEFINITIONS

1.1. In these Terms, the following terms shall have the meanings ascribed to them:

1.1.1. **Appropriate Safeguards:** Refers to the legally enforceable mechanisms for transferring personal data as permitted under Data Protection Laws at any given time.

1.1.2. **Content:** Refers to any information, data, and/or materials uploaded into the Facility by you, your employees, representatives, or on your behalf by us, including but not limited to text.

1.1.3. **Data Protection Laws:** Refers to the laws and regulations applicable to you, us, and/or the Facility, which may include:

(a) In the United Kingdom: (i) The Data Protection Act 2018 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or (ii) The GDPR, and/or any corresponding or equivalent national laws or regulations; (b) In member states of the European Union: The Data Protection Directive or the GDPR, when applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and (c) Any applicable laws replacing, amending, extending, re-enacting, or consolidating any of the aforementioned Data Protection Laws from time to time.

1.1.4. **Data Protection Losses:** Refers to all liabilities, including but not limited to:

(a) Costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses, and damages (including material or non-material damage); and (b) To the extent permitted by applicable law: (i) Administrative fines, penalties, sanctions, liabilities, or other remedies imposed by a Supervisory Authority; (ii) Compensation ordered by a Supervisory Authority to be paid to a data subject; and (iii) Costs of compliance with investigations by a Supervisory Authority.

1.1.5. **Data Subject Request:** Refers to a request made by a data subject to exercise their rights as data subjects under Data Protection Laws.

1.1.6. **Facility:** Refers to the online facility operated under the name "Hroes Ltd" or any other name determined by us from time to time.

1.1.7. **GDPR:** Refers to the General Data Protection Regulation (EU) 2016/679.

1.1.8. **GDPR Date:** Refers to 25 May 2018, the effective date of the GDPR.

1.1.9. **IPR:** Refers to all intellectual property rights, including but not limited to copyright and related rights, rights in computer software, design rights, trademarks, database rights, patents, trade secrets, know-how, rights in confidential information, and all other intellectual property rights, whether registered or unregistered, including applications (or rights to apply) for and renewals and extensions of such rights, as well as all similar or equivalent rights or forms of protection existing or that will exist now or in the future in any part of the world.

1.1.10. Licence Fee: Refers to the monthly or annual fee payable by you for accessing and using the Facility, as specified on our website.

1.1.11. Personal Data Breach: Refers to any breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to any personal data for which you are the data controller.

1.1.12. Party: Refers to both you and us.

1.1.13. Supervisory Authority: Refers to any local, national, or multinational agency, department, official, parliament, public or statutory person, government or professional body, regulatory or supervisory authority, board, or other body responsible for supervisory or regulatory functions of any kind.

1.1.13. Content specifically refers to any and all inputs of data into the facility.

2 - OUR OBLIGATIONS

2.1. We hereby agree to grant you a non-exclusive, non-transferable right to access and use the Facility, solely for your internal business purposes, during the Term, subject to the provisions outlined in these Terms.

2.2. We will provide you with login credentials to enable you to establish a connection to the Facility.

2.3. We will make reasonable efforts to ensure uninterrupted access to the Facility, aiming for a 99% uptime and striving to maintain the Facility in a materially error-free state. You agree that uptime and/or an error free state are not a material term of this Agreement, and that there may be instances outside our control that could impact on service levels that will not render us in breach of this Agreement.

2.4. Notwithstanding the provisions in clause 2.3, we reserve the right to temporarily suspend your access and/or use of the Facility to facilitate essential emergency and urgent maintenance. You will receive advance notification for scheduled maintenance, which will be conducted outside of core working hours where operationally possible.

2.5. We affirm that the Facility, including all Content, is hosted within the territory of the United Kingdom.

3 - OUR OBLIGATIONS

3.1. You agree to:

- a. Comply with reasonable instructions or directions issued by us regarding the Facility.
- b. Adhere to protocols and standards specified by us for accessing and using the Facility.

c. Indemnify us fully against any claims, costs, and expenses incurred as a result of your actions or omissions, use of the Facility, and any breach of your obligations under these Terms.

d. Comply with all applicable laws and legislation, including but not limited to the Data Protection Laws and the Regulation of Investigatory Powers Act 2000, while using the Facility.

3.2. Furthermore, you acknowledge and accept that you are solely responsible for:

a. The accuracy of all Content uploaded to the Facility. b. Establishing, maintaining, and monitoring adequate internal security measures for accessing and using the Facility. This includes ensuring the confidentiality and secure storage of login details, usernames, and passwords, using strong passwords, regularly updating them, and promptly notifying us in case of suspected breaches in your internal security measures (e.g., unauthorized use of login details, usernames, and/or passwords).

c. Ensuring the accuracy and currency of all Content, including any descriptions, dates, or information associated with the Content, uploaded by you or on your behalf.

d. Ensuring the correct security level is set for any Content, whether determined by us or by you.

3.3. You agree not to (and ensure that your employees and representatives do not):

a. Use the Facility for unlawful purposes or in violation of any English or other applicable law. This includes but is not limited to: i. Infringing the intellectual property rights of any third party. ii. Attempting to gain unauthorized access to the Facility or using it in a manner that violates or infringes upon the rights of any person in the United Kingdom or elsewhere.

3.4. You acknowledge and agree that:

a. Your right to use the Facility for your internal business purposes is personal to you and may not be assigned, sublicensed, sold, resold, transferred, distributed, commercially exploited, or encumbered in any way without our express permission.

b. The intellectual property rights associated with the Facility belong to us, and these Terms do not grant you any rights or ownership over the Facility, except as expressly provided herein. We will indemnify you against any loss, liability, or reasonable expenses arising from any third-party claim that the Facility infringes their intellectual property rights.

c. We have the right to access your Content for the purpose of providing the Facility to you, including maintenance and technical requirements, and to ensure your compliance with these Terms.

d. We have no obligation to monitor, check, or review the legality, validity, or accuracy of any Content.

e. You are responsible for paying any License Fee and other charges related to your use of the Facility, as outlined in these Terms.

f. The use of the Facility is entirely at your own risk.

4 – TERMINATION

4.1. You have the right to terminate your license to access and use the Facility at any time by providing us with a written or email notice of at least one (1) month. Where your minimum term is longer than one month, termination will occur no earlier than the expiry of that minimum term.

4.2. We reserve the right, at our discretion, to suspend or terminate your access to and use of the Facility if you commit a significant and/or material breach of these Terms.

4.3. Upon written request to sales@hroes.co.uk we will provide you with a copy of any content you have provided and stored on the Facility. There will be no charge for this service. In any case, the data will be deleted, destroyed, or rendered unreadable within 60 days after termination.

4.4. Termination, repudiation, or expiration of these Terms will not affect any accrued rights of either party and will not relieve the parties from obligations explicitly stated to survive repudiation, expiration, or termination of these Terms.

4.5. Upon termination for any reason:

- a. All rights granted to you under these Terms will cease.
- b. You must cease all activities authorized by these Terms.
- c. You must promptly settle any outstanding amounts owed to us under these Terms.

4.6. Licence fees payable will be always be according to the contracted number, irrespective of increases or decreases in the employee headcount during the term of contract.

5 -CONFIDENTIALITY

5.1. You acknowledge that, in compliance with legal requirements, we may be obligated to disclose information to third parties, such as governmental organizations (including the police), regarding your access and/or use of the Facility. Unless prohibited by law, we will notify you of such disclosure as soon as reasonably possible.

5.2. Both parties, while accessing and providing access to the Facility under these Terms and thereafter, agree to keep confidential all business, technical, or commercial information disclosed by one party to the other or otherwise belonging to the other party, its subcontractors, carriers, telecommunication providers, or clients. Each party shall ensure that its agents and employees are bound by the same confidentiality obligation. Such confidential information shall not be disclosed to any person except as necessary to fulfil obligations and exercise rights under these Terms, or as expressly authorized in writing by the other party.

5.3. The obligation of confidentiality stated in clause 6.2 shall not apply or shall cease to apply to business, technical, or commercial information that:

- a. is already publicly known at the time of its disclosure by the disclosing party, or subsequently becomes public knowledge through means other than a breach of these Terms;
- b. is required to be disclosed under applicable law, court order, government department or agency, or by the London Stock Exchange. However, prior to such disclosure, the receiving party shall, to the extent legally permitted, inform the disclosing party of the proposed form of disclosure; or

c. is already known by the receiving party at the time of its disclosure by the disclosing party, and the receiving party is not under any existing duty of confidentiality with respect to the information in question.

6 - FEES

6.1. As a consideration for us granting you the non-exclusive, non-transferable right to access and use the Facility for your internal business purposes under these Terms, you agree to pay us the specified Licence Fee.

6.2. The Licence Fee indicated in the order schedule must be promptly paid and is due 30 days from the issue date of the invoice. Failure to pay by the invoice due date may result in your access to the Facility being withheld until payment is received, such withholding of access may be implemented without notice.

6.3. The termination, repudiation, or expiration of these Terms will not relieve you of the obligation to pay Licence Fees for any granted access to the Facility prior to the termination, repudiation, or expiration date. All purchased services must be paid for upon termination. No refunds will be provided on a pro-rata basis for the use of the Facility.

7- FORCE MAJEURE

7.1. We shall not be held liable or responsible for any failure to perform or delay in the performance of our obligations under these Terms if such failure or delay is caused by events beyond our reasonable control (Force Majeure Event).

7.2. A Force Majeure Event includes, but is not limited to, the following circumstances:

- a. Strikes, lock-outs, or other industrial actions;
- b. Civil commotion, riot, invasion, terrorist attack, or threat of terrorist attack, war (declared or undeclared), or the threat or preparation for war;
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters or Acts of God;
- d. Unavailability of railways, shipping, aircraft, motor transport, or other means of public or private transportation;
- e. Unavailability of public or private telecommunications networks;
- f. Acts, decrees, legislation, regulations, or restrictions imposed by any government or regulatory authority; and
- g. Non-delivery or delayed delivery of products or services to us by third parties.

7.3. Our performance under these Terms will be suspended during the continuation of the Force Majeure Event, and we will be granted an extension of time for the performance of our obligations for the duration of that period.

8- WAIVER

8.1. Our failure to enforce strict performance of any of your obligations under these Terms, or our failure to exercise any rights or remedies available to us under these Terms, shall not be construed as a waiver of such rights, remedies, or obligations. Such

failure shall not release you from your compliance with these obligations. Any waiver by us of any default shall not be considered a waiver of any subsequent default. A waiver by us of any provision of these Terms will only be effective if it is expressly stated as such and communicated to you in writing in accordance with these Terms.

9 - WARRANTIES AND LIABILITY

9.1. We do not provide a warranty for the Facility's performance or the validity, legality, or accuracy of any Content placed on the Facility by you, your employees, representatives, or by us on your behalf. However, we are obligated to meet our Service Level Agreement.

9.2. We shall not be held liable for operational difficulties arising from the integration of the Facility with third-party equipment or software not supplied or approved by us, or from any modifications, variations, or additions made to the Facility not undertaken by us. We are also not responsible for difficulties caused by abuse, corruption, or incorrect use of the Facility, including use with incompatible hardware and/or software.

9.3. We do not guarantee that the Facility is free from bugs, errors, or mistakes, nor do we make any warranty or representation that it will meet your specific requirements. It is your responsibility to ensure that the Facility meets your requirements.

9.4. These Terms supersede all warranties, conditions, terms, undertakings, representations, and obligations, whether express or implied, by statute, common law, trade usage, course of dealing, or otherwise. All such warranties and conditions are hereby excluded to the fullest extent permitted by law.

9.5. The exclusion or limitation of liability does not apply to matters such as death or personal injury resulting from proven negligence, fraud or fraudulent misrepresentation, or any other matter for which it would be unlawful to exclude or limit liability.

9.6. Subject to clause 9.5, neither party shall be liable to the other party under or in connection with these Terms for any indirect, special, or consequential loss or damage, including but not limited to loss of profits, revenue, business interruption, reputation, contracts, opportunity, data, or information.

9.7. Subject to clause 9.4, the maximum aggregate liability of both parties under or in connection with these Terms, whether in contract, tort, misrepresentation, or otherwise, shall be limited to the total funds paid by you to us in the preceding 12 months for your use of the Facility.

9.8. By agreeing to these Terms, you acknowledge that you have read and understood this clause 9.

9.9. In the event of any conflict between this clause 4 and any other clause of these Terms, the provisions of this clause 9 shall prevail. This clause 9 shall remain in effect despite the termination, repudiation, or expiry of these Terms.

10 - DATA PROTECTION

10.1. We warrant that we have implemented appropriate technical and organizational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to any Content containing personal data ("Individual

Information") in accordance with Data Protection Laws. We have security measures in place to prevent unauthorized access or disclosure, and authorized individuals, including our employees, will maintain the confidentiality and security of the Individual Information. From the GDPR Date, we will ensure that authorized individuals processing personal data are bound by a written contractual obligation to keep the personal data confidential, except where disclosure is required by applicable law.

10.2. The security measures mentioned in clause 10.1 will be proportionate to the potential damage or harm to the individuals whose personal data is involved in case of unauthorized access or disclosure.

10.3. We will implement and maintain technical and organizational measures to assist you in fulfilling your obligations to respond to Data Subject Requests regarding personal data processed by us as a data processor on your behalf.

10.4. We will process all Individual Information in accordance with Data Protection Laws and conduct ourselves in compliance with Data Protection Laws. The term "processing" in this clause is interpreted in accordance with Data Protection Laws.

10.5. The personal data processed under this Agreement will be the data provided by you to us.

10.6. The categories of data subjects to whom the personal data relates are your employees.

10.7. In the event of a Personal Data Breach involving personal data processed by us as a data processor on your behalf, we will notify you of the breach without undue delay and provide you with details of the breach.

10.8. We will assist you in ensuring compliance with your obligations under Articles 32 to 36 of the GDPR and similar obligations under applicable Data Protection Laws, considering the nature of the processing and the information available to us.

10.9. You will comply with Data Protection Laws in relation to the processing of personal data, the Facility, and the exercise and performance of your rights and obligations under these Terms. This includes maintaining any necessary regulatory registrations and notifications required by Data Protection Laws.

10.10. You warrant and undertake that all data sourced by you for use in connection with the Facility will comply with Data Protection Laws, including the collection, storage, and processing of the data. This includes providing fair processing information and obtaining necessary consents from data subjects. You will ensure that all instructions given by you to us regarding personal data are in accordance with Data Protection Laws.

10.11. If we process personal data on your behalf, we will process it only based on your documented instructions as set out in these Terms, updated in writing as necessary. If an applicable law requires us to process personal data contrary to the instructions, we will notify you before processing the data, unless prohibited by law on important grounds of public interest. We will inform you if we become aware of a Processing Instruction that, in our opinion, infringes Data Protection Laws. However, we will have no liability for any losses, costs, expenses, or liabilities arising from processing

in accordance with your instructions after you have received such information, to the extent permitted by law. This clause applies from the GDPR Date.

10.12. We do not transfer data to third parties, but we may engage sub-processors to provide certain services. We will not appoint additional sub-processors without

obtaining your prior written consent, which will not be unreasonably withheld. We will ensure that any sub-processors we engage have written agreements that incorporate terms substantially similar to those in this clause 10. We will remain fully liable to you for the acts and omissions

11 - GOVERNING LAW AND JURISDICTION

According to the provided clause, these Terms shall be governed by and construed in accordance with English law, including any non-contractual disputes or claims arising from the subject matter of these Terms. In the event of a claim or dispute related to these Terms, including their enforcement or termination, the non-exclusive jurisdiction of the courts of England and Wales will apply. The parties involved irrevocably submit to the jurisdiction of these courts.