M2M DATA CONNECT LIMITED

GENERAL CONDITIONS FOR THE PROVISION OF M2M OMNICHANNEL SERVICES

We are M2M Data Connect Limited (**M2M**), a provider of communication, connectivity and customer engagement services. These conditions relate to our multi-channel customer engagement platforms, automations and services, including omnichannel services, Meta/WhatsApp services, smart messaging and smart SMS services, and sector-specific offerings such as our Taxibot product (together, the **Services**). References to the **Services** in these General Conditions include a reference to any software, bot or other automation made available by M2M for use by the Customer in connection with the Customer's use of the M2M Omnichannel services.

Each **Contract** between M2M and a customer for the provision of M2M Omnichannel services is made up of:

- an **Order Confirmation**, which identifies the Customer, and specifies the relevant Services, and the Charges;
- these **General Conditions**;
- the provisions of the relevant **Product Page**, as hosted at:
    - https://m2mdataconnect.com
    - https://m2momnichannel.com
    - https://m2msmartmessaging.com
    - https://m2msmartsms.com
    - https://m2mtaxibot.com
    - https://m2mbulksms.com

  and such other webpages as we use to publish information about our specific M2M Omnichannel products from time to time, each of which describes the individual services comprised in the product and sets out any additional terms and conditions relevant to each product; and
- any **Ancillary Contract Documents** referred to in any of the documents listed above, including any M2M policies relating to usage of the Services and any additional terms or policies of relevant **Third Party Providers** applicable to use of the Services;

(together, the **Contract Terms**).

The Customer's attention is particularly drawn to the provisions of *condition 8* (Limitation of liability).

***Condition 14* (Glossary) provides a glossary of the capitalised terms used with specific definitions in these General Conditions, and the rules of interpretation that apply**.

1. Basis of contract

1.1 The Customer may request provision of any of the M2M Omnichannel services made available by M2M by requesting M2M to provide the services specified in a quotation issued by M2M, or by completing a service request form electronically (through an M2M website or otherwise) or in hard copy. In each case, this constitutes an offer by the Customer to purchase the M2M Omnichannel services specified in the quotation or the form (the **Services**) in accordance with the Contract Terms.

1.2 The Customer's request shall only be deemed to be accepted when M2M confirms acceptance (an **Order Confirmation**) or, if sooner, when M2M makes the Services available for use by the Customer, at which point the Contract between the parties is formed (the **Contract Start Date**). If M2M issues its Order Confirmation after the point at which it makes the Services available for use

by the Customer, the Order Confirmation shall nonetheless be deemed to have been incorporated into the Contract from the point at which M2M made the Services available for use by the Customer.

1.3 M2M shall be entitled to cancel any Contract without liability at any time prior to the Service Go-Live Date.

1.4 These General Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.5 By submitting a request for the provision of any of the services made available by M2M, the individual submitting such request confirms that they are authorised to form a legally binding contract on behalf of the Customer, and that, save where the Customer has expressly notified M2M to the contrary when placing the Order, the Customer is acquiring the Services for business purposes only.

2. Term

2.1 Each Contract formed under these General Conditions shall commence on the relevant Contract Start Date, and, subject to earlier termination in accordance with the rights of the parties under the Contract Terms, will:

2.1.1 continue in force for a period of 12 months, or such other minimum term as is specified in the Order Confirmation (the **Minimum Initial Period**); and

2.1.2 continue in force thereafter unless and until terminated by either party on not less than thirty days' prior written notice, such notice to expire at the end of the Minimum Initial Period or at any time thereafter, save where the parties agree to a further committed term for the Services (a **Renewal Period**), in which case it shall not expire before the end of the relevant Renewal Period.

3. Supply of Services

3.1 M2M shall use reasonable endeavours to supply each of the Services to the Customer in accordance with (i) the relevant Product Page, and (ii) the provisions in respect of support set out at Schedule 2, in all material respects, with effect from the respective Service Go-Live Date.

3.2 M2M shall use reasonable endeavours to meet any performance dates agreed in writing between the parties, including any Service Go-Live Date, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 M2M reserves the right to change any of the Services:

3.3.1 if necessary to comply with any Applicable Law or regulatory requirement; or

3.3.2 where any third party involved in the provision of infrastructure or software required for the delivery of the Services (each a **Third Party Provider**) implements a change which affects the Services; or

3.3.3 if the change will not materially affect the nature or quality of the Services;

and M2M shall notify the Customer in any such event.

3.4 M2M warrants to the Customer that the Services will be provided using reasonable care and skill, and in accordance with all Applicable Law.

4. Customer's obligations

4.1 The Customer shall:

4.1.1 ensure that any information it provides to M2M is complete and accurate;

4.1.2 co-operate with M2M in all matters relating to the Services;

4.1.3 obtain and maintain all licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

4.1.4 keep all materials, documents and other property of M2M (**M2M Materials**) at the Customer's premises in safe custody at its own risk, maintain the M2M Materials in good condition until returned to M2M, and not dispose of or use the M2M Materials other than in accordance with M2M's written instructions or authorisation;

and the Customer shall not, and shall ensure that any person whom the Customer allows to use the Services (an **End User**) shall not:

4.1.5 use the Services or any M2M Materials for any purpose that is abusive, a nuisance, immoral, improper, illegal or fraudulent;

4.1.6 upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights;

4.1.7 do anything that causes the Services or the networks over which the Services are delivered to be impaired;

4.1.8 use the Services to send unsolicited bulk SMS or email messages; or

4.1.9 resell or otherwise distribute the Services or any M2M Materials.

4.1.10 a. transfer, resell, lease, license, or otherwise make available the Services to third parties, except for Customer’s use of the Services to provide its Customer Application to third parties as set forth in Section 4;

4.1.11 use the Services in any manner that violates the terms of supply, or any acceptable use policy, of any Third Party Provider;

4.1.12 use the Services in connection with any call types that would result in M2M or any Third Party Provider incurring originating access charges, local exchange carrier “DIP” fees or other call types that may be subject to any reverse billing process, application or charge; or

4.1.13 use, or permit to be used, the Services in any manner intended to avoid incurring any charges or fees properly due to M2M under this Agreement.

4.2 The Customer shall:

4.2.1 ensure that only those specific individuals identified in the Order Confirmation as being permitted to access the Services as representatives of the Customer (**Customer Authorised Users**) use the Services and that such use is at all times in accordance with the Contract;

4.2.2 ensure that Customer Authorised Users are, at all times whilst they have access to the Services, the employees or contractors of the Customer;

4.2.3 keep a list of all Customer Authorised Users;

4.2.4 ensure Customer Authorised User accounts cannot be shared or used by more than one individual at the same time;

4.2.5 be liable for the acts and omissions of the Customer Authorised Users as if they were the Customer's own;

4.2.6 only provide Customer Authorised Users with access to the Services via the access method provided by M2M and shall not provide access to (or permit access by) anyone other than a Customer Authorised User; and

4.2.7 procure that each Customer Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under the Contract, including all obligations and restrictions relating to confidential information.

4.3 The Customer warrants and represents that it, and all Customer Authorised Users and all others acting on its or their behalf (including systems administrators) shall ensure:

4.3.1 their password for any Services is unique and not reused in any other context; and

4.3.2 their password or access details for any Service are kept confidential and not shared with any third party.

4.4 The Customer shall (and shall ensure all Customer Authorised Users shall) at all times comply with any acceptable use policy published by M2M or a relevant Third Party Provider from time to time, and all other provisions of the Contract.

4.5 The Customer acknowledges that M2M, and each relevant Third Party Provider, has the right to monitor and act as a super administrator for the purpose of support, issue resolution, platform level upgrades, general upkeep and changes, and for monitoring the utilisation of the Services and maintaining security and procedures in compliance with applicable law. The Customer shall provide M2M and any relevant Third Party Provider (together with its or their employees, agents, consultants and subcontractors), with such information and materials, and with such access to the Customer's premises, office accommodation and other facilities, as reasonably required by M2M or the Third Party Provider.

4.6 The Customer warrants and undertakes that, except as expressly permitted by these General Conditions or expressly authorised in writing by M2M, it will not, and will not permit any End User, directly or indirectly to:

4.6.1 reverse engineer, disassemble, decompile or attempt to obtain the underlying source code or other elements of the Services, except to the extent that the foregoing acts are permitted by applicable law;

4.6.2 copy, modify, translate, convert or create derivative works from any element of the Services, or any adaptation, transcription, or merged portion of it except with the prior written consent of M2M, or to the extent that the foregoing acts are permitted by applicable law;

4.6.3 remove any copyright, proprietary or similar notices from the Services or any part thereof (or any copies thereof);

4.6.4 use the name or proprietary logo(s) of M2M or any Third Party Provider without prior written consent; or

4.6.5 use the Services in a manner that interferes with the use of related M2M Omnichannel services by M2M, or by any relevant Third Party Provider, or by any other customers of M2M or of a relevant Third Party Provider.

4.7 If M2M's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or an End User or any failure by the Customer to perform any relevant obligation (**Customer Default**):

4.7.1 without limiting or affecting any other right or remedy available to it, M2M shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays M2M's performance of any of its obligations;

4.7.2 M2M shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from M2M's failure or delay to perform any of its obligations as set out in this condition 4.4; and

4.7.3 the Customer shall reimburse M2M on written demand for any costs or losses sustained or incurred by M2M arising directly or indirectly from the Customer Default.

5. Charges and payment

5.1 The Charges for each of the Services shall be calculated in accordance with the relevant Product Page, or as otherwise agreed in writing by the parties.

5.2 The Customer acknowledges that if a minimum monthly volume is set out in an Order Confirmation, the respective Charges have been calculated in accordance with such minimum monthly volume. If the volume of transactions completed in any month by the Customer falls below the minimum monthly volume, M2M shall be entitled to charge the Customer such higher 'per transaction' Charges as would be payable in relation to such lower volume and invoice the Customer for any shortfall.

5.3 If an Order sets out a minimum monthly charge, such minimum monthly charge will be payable each month irrespective of whether transaction volumes would have incurred Charges amounting to the minimum monthly charge. If transaction volumes exceed the minimum monthly charge, such additional Charges shall be payable in addition to the minimum monthly charge.

5.4 SMS message fees are charged on a per SMS basis. Each SMS is a set of systemized textual and numeric characters (text) of up to 160 characters when using the GSM alphabet. Some symbols constitute more than one character. If the message text exceeds 160 characters, it shall be charged as more than 1 SMS. If the GSM alphabet is not used, the character limit for 1 SMS shall be less than 160 characters.

5.5 Charges calculated on a 'per transaction' or 'per message' basis shall be incurred for each transaction or message submitted whether or not such transaction or message is received by the intended recipient.

5.6 M2M may charge a monthly administration fee of £30 if the Customer requires special billing arrangements or usage of an invoicing or procurement portal.

5.7 In the event the Customer's account is compromised or the subject of a security breach, the Customer shall be liable for the Charges incurred for all transactions submitted unless the Customer can demonstrate that such compromise or security breach was the fault or responsibility of M2M.

5.8 Where agreed between the parties in advance, M2M shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom M2M engages in connection with the provision of the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by M2M for the performance of the Services, and for the cost of any materials.

5.9 M2M may change the rates upon which the Charges in respect of any Contract are calculated:

5.9.1 with effect at the end of the Initial Period or any Renewal Period for that Contract, on not less than 45 days' prior notice; or

5.9.2 at any time, where such changes reflect a change in third party costs incurred by M2M in connection with the provision of the Services (whether as a result of a change in upstream costs of purchase, costs incurred in complying with changes in Applicable Law or otherwise), on at least one month's notice to the Customer, provided that the Customer may, by giving M2M notice within five Business Days of receiving notification of the proposed change, terminate the Contract with effect immediately prior to the coming into effect of the change in the rates.

5.10 M2M shall invoice the Customer at the times and frequencies specified in the relevant Product Page (which may include pre-paid and post-paid models as specified).

5.11 The Customer shall pay each invoice submitted by M2M by direct debit on the next scheduled monthly collection date after the date of the invoice unless alternative payment arrangements and/or payment terms have been specified in the Order Confirmation. The Customer acknowledges that payment by any method other than direct debit is permitted by agreement with M2M only, and that, save where a non-direct debit payment method has been agreed in the Order Confirmation, M2M shall be entitled to terminate the Contract, or impose the additional surcharge specified in condition 5.6, in the event that the Customer has not implemented direct debit payment as its exclusive method of payment within three months of the Commencement Date.

5.12 If the Customer cancels the direct debit set up for payment of Charges, M2M may impose an administration charge of £35, and a surcharge of £2.50 per month to reflect additional costs in processing non-direct debit payments.

5.13 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by M2M to the Customer, the Customer shall, on receipt of a valid VAT invoice from M2M, pay to M2M such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time that it makes payment for the supply of the Services.

5.14 If the Customer fails to make a payment due to M2M under the Contract by the due date, then, without limiting M2M's remedies under condition 10 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition 5.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.15 All amounts due under the Contract 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).

5.16 For any Charges calculated by reference to amounts billed in currencies other than pounds sterling, M2M shall use such exchange rate for purposes of calculating reference amounts in pounds sterling as M2M reasonably adopts from time to time, typically based on the default exchange rate applied by M2M's accounting software, and shall notify the Customer of the exchange rate used on request.

5.17 For any Charges calculated based on usage:

5.17.1 M2M reserves the right to use estimates based on forecasts and historic usage data in the event that actual usage data is unavailable at the time of invoice, provided that any discrepancies between such estimates and actual usage in the relevant period will be reconciled through the next invoicing cycle, once the actual usage data is available;

5.17.2 the Customer shall be liable for excessive traffic-based Charges incurred, including those due to system error/malfunction, fraud or the acts or omissions of third parties, save where the Customer can demonstrate that any such Charges are a result of an error or malfunction in the network for which M2M or its providers is responsible; and

5.17.3 M2M will use reasonable endeavours to monitor the traffic, including (where agreed between the parties) through the provision of pre-agreed alerts and automated suspension of Services, to alert the Customer of circumstances that could trigger additional usage-based Charges, in order to allow the Customer to implement suitable device management processes to mitigate the risk of excessive usage-based Charges.

6. Intellectual property rights

6.1 The Customer acknowledges that all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by M2M or the relevant Third Party Provider, and undertakes that it will not do, or permit any End User to do, any act or thing which will in any way impair any such proprietary rights of M2M or the relevant Third Party Provider.

6.2 M2M grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, non-exclusive, royalty-free, non-transferable licence during the term of the Contract to use, for the purpose of receiving and using the Services in its business only, any software or other materials provided by M2M to the Customer for the purpose of receiving and using the Services.

6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in condition 6.2.

6.4 The Customer grants M2M a fully paid-up, non-exclusive, royalty-free, non-transferable licence to translate, modify (for technical purposes), reproduce and otherwise undertake other acts with respect to the User Submissions and any other materials provided by the Customer to M2M for the term of the Contract for the purpose of providing the Services to the Customer.

6.5 The Customer's suggested improvements to and feedback regarding Services are not confidential information, and the Customer grants to M2M any relevant Third Party Provider an unrestricted, irrevocable, fully paid-up, and non-exclusive right to use such suggestions and feedback for any purpose.

7. Data protection

7.1 If and to the extent that the provision of the Services requires M2M to process any personal data on behalf of the Customer, the provisions set out in this condition 7 shall govern such processing.

7.2 As between the parties, the Customer shall own all right, title and interest in and to all of the Customer Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Personal Data.

7.3 Both parties shall during the term of any Contract, comply with their respective obligations under the Applicable Data Protection Laws. This condition 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Laws.

7.4 The parties acknowledge that:

7.4.1 if M2M processes any Customer Personal Data on the Customer's behalf when performing its obligations under a Contract, the Customer is the controller and M2M is the processor for the purposes of the Applicable Data Protection Laws; and

7.4.2 Schedule 1 (Data Processing Details) sets out the scope, nature and purpose of processing by M2M, the duration of the processing and the types of personal data and categories of data subject.

7.5 Without prejudice to the generality of condition 7.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to M2M for the duration and purposes of the Contract so that M2M may lawfully use, process and transfer the Customer Personal Data in accordance with the terms of the Contract on the Customer's behalf.

7.6 M2M shall, in relation to any Customer Personal Data processed by M2M in connection with the performance of its obligations under a Contract:

7.6.1 process that Customer Personal Data only on the documented written instructions of the Customer unless M2M is required by Applicable Law to otherwise process that Customer Personal Data (**Purpose**). Where M2M is relying on Applicable Law as the basis for processing Customer Personal Data, M2M shall notify the Customer of this before performing the processing required by the Applicable Law unless those Applicable Law prohibits M2M from so notifying the Customer on important grounds of public interest. M2M shall inform the Customer if, in the opinion M2M, the instructions of the Customer infringe Applicable Data Protection Laws;

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

7.6.3 ensure that those employees of M2M who have access to, and process Customer Personal Data are obliged to keep it confidential;

7.6.4 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.6.5 notify the Customer without undue delay on becoming aware of a personal data breach;

7.6.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the Contract unless required by Applicable Law to store the Customer Personal Data; and

7.6.7 maintain complete and accurate records and information to demonstrate its compliance with this condition 7 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of M2M, an instruction infringes the Applicable Data Protection Laws.

7.7 The Customer hereby provides its prior general authorisation for M2M to:

7.7.1 appoint third parties (including any relevant Third Party Providers) as third-party processors of the Customer Personal Data, with the right for such Third Party Providers to appoint further third-party processors in accordance with the published privacy notices of such Third Party Processors. M2M confirms that it has or will have entered into an agreement with the third parties on terms which incorporate substantially the same terms to those set out in this condition 7. As between M2M and the Customer, M2M shall remain fully liable for all acts or omissions of any third-party processor appointed by it;

7.7.2 transfer Customer Personal Data outside of the UK (and allow Third Party Providers to transfer Customer Personal Data outside of the UK) as required for the Purpose, provided that M2M shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of M2M, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies

to the transfer) or adopted by the Information Commissioner from time to time (where the UK GDPR applies to the transfer).

7.8 Either party may, at any time on not less than 30 days' notice, revise this condition 7 by replacing it with any applicable controller to processor standard agreement or similar terms forming part of an applicable certification scheme.

8. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

8.1 The limits and exclusions in this condition 8 reflect the insurance cover M2M has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 References to liability in this condition 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Nothing in this condition 8 shall limit the Customer's payment obligations under the Contract.

8.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

8.4.1 death or personal injury caused by negligence;

8.4.2 fraud or fraudulent misrepresentation; and

8.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.5 Subject to condition 8.4 (Liabilities which cannot legally be limited), M2M's total liability to the Customer, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with any Contract shall in no circumstances exceed a sum equal to the Charges payable by the Customer in the Contract Year in which the liability arises under that Contract.

8.6 Subject condition 8.4 (Liabilities which cannot legally be limited), M2M shall not be liable to the Customer for any:

8.6.1 loss of profits.

8.6.2 loss of sales or business.

8.6.3 loss of agreements or contracts.

8.6.4 loss of anticipated savings.

8.6.5 loss of use or corruption of software, data or information.

8.6.6 loss of or damage to goodwill; and

8.6.7 indirect or consequential loss.

8.7 Multi-factor authentication (**MFA**) is enabled on M2M’s platform. If the Customer elects to disable MFA on the Customer’s account:

8.7.1 the Customer shall be liable for any and all losses incurred by M2M; and

8.7.2 Mm2m shall have no liability whatsoever for any loss suffered by the Customer to the extent such losses would not have been incurred had MFA been enabled.

8.8 M2M has given commitments as to compliance of the Services with relevant specifications in condition 2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.9 Unless the Customer notifies M2M that it intends to make a claim in respect of an event within the notice period, M2M shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.10 This condition 8 shall survive termination of the Contract.

9. Warranties and representations

9.1 Other than as expressly set out in the Contract and to the greatest extent permitted by law, M2M makes no warranties or representations with respect to the Services, or the performance of its obligations under the Contract, and expressly excludes such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.

9.2 In particular, but without prejudice to the generality of condition 9.1, the Customer acknowledges and accepts that:

9.2.1 M2M does not warrant that the Services will be available error-free, at any particular time or continuously; and

9.2.2 M2M is not responsible for any loss of or disruption to the Services due to failure of any Third Party Provider, including any carrier network, broadband provider or internet service provider, to the maximum extent permitted by law.

9.2.3 M2M does not warrant that the Services are virus-free and secure;

9.2.4 M2M does not warrant that the Services will be compatible with the Customer’s computer systems, software and/or hardware.

10. Termination

10.1 Without affecting any other right or remedy available to it, M2M may terminate the Contract at any time:

10.1.1 by giving the Customer three months' written notice; or

10.1.2 in the event that a relevant Third Party Provider withdraws provision of a Service, or the agreement between M2M and the relevant Third Party Provider of a Service expires or is terminated, by giving the Customer as much notice as is reasonably practicable.

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

10.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty days of that party being notified in writing to do so;

10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed

to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.3 Without affecting any other right or remedy available to it, M2M may terminate the Contract with immediate effect by giving written notice to the Customer if:

10.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

10.3.2 the Customer's financial position deteriorates to such an extent that in M2M's opinion the other Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

10.3.3 there is a change of control of the Customer.

10.4 Without affecting any other right or remedy available to it, M2M may suspend the supply of Services under the Contract or any other contract between the Customer and M2M if:

10.4.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

10.4.2 the Customer becomes subject to any of the events listed in condition 10.2.3 or condition 10.3.2, or M2M reasonably believes that the Customer is about to become subject to any of them; or

10.4.3 M2M reasonably believes that the Customer is about to become subject to any of the events listed in condition 10.2.2; or

10.4.4 M2M is required to do so by any governmental or regulatory authority; or

10.4.5 the Customer's usage of the Services exceeds any limit specified by M2M, or is otherwise contrary to the Acceptable Use Policy; or

10.4.6 where necessary for reasons associated with the security or functionality of the network over which the Services are provided; or

10.4.7 the relevant Third Party Provider suspends provision of a Service.

10.5 If supply of the Services is suspended in accordance with condition 10.4 for more than three months, either Party may give notice in writing to the other to terminate the affected Contract on not less than fifteen Business Days' notice in writing.

10.6 The Customer shall remain obliged to make payment of the Charges during any period in which supply of the Services is suspended in accordance with condition 10.4.

11. Consequences of termination

11.1 On termination or expiry of the Contract:

11.1.1 the Customer shall immediately pay to M2M all of M2M's outstanding unpaid invoices and interest and, in respect of (i) Services supplied but for which no invoice has been submitted, and (ii) where applicable, any Cancellation Fees payable on termination, M2M shall submit an invoice, which shall be payable by the Customer immediately on receipt;

11.1.2 the Customer shall return all of the M2M Materials. If the Customer fails to do so, then M2M may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and

11.1.3 M2M may delete any content or data stored by the Customer using the Services.

11.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. Disputes

12.1 All disputes arising out of or in connection with this Contract shall first be referred to the parties' respective contract managers who shall discuss and attempt to resolve such dispute as soon as reasonably practicable and, in any event, within three Business Days.

12.2 Where a dispute to be considered by the contract managers in accordance with clause 12.1 is not resolved by them within three Business Days then either party may propose resolution via the Expert Determination Procedure.

12.3 The procedure set out in clauses 12.4 to 12.6 (inclusive) shall apply where a dispute between the parties is to be determined in accordance with this Contract by the Expert Determination Procedure or where both the parties agree that a dispute should be determined by the Expert Determination Procedure.

12.4 Where a dispute is to be determined by the Expert Determination Procedure, the dispute shall be referred to an Expert who shall act as an expert and not an arbitrator (and for the avoidance of doubt the Arbitration Act 1996 shall be excluded in relation to such disputes) who shall decide the matter and whose decision shall be final and binding on the Parties in the absence of fraud or manifest error.

12.5 If no decision is made by the Expert within three months of their appointment then unless agreed otherwise by the Parties the provisions of clause 13.14 shall apply to resolve the dispute.

12.6 The Parties shall each bear their own costs in relation to any reference made to the Expert under this clause 12 and the fees and all other costs of the Expert shall be borne jointly in equal proportion by the parties unless otherwise directed by the Expert.

12.7 Nothing in this clause 12 shall prevent or delay either Party from seeking any interim injunctions, interdicts or orders in connection with any matter under or pursuant to this Contract.

13. General

13.1 **Force majeure.**

13.2 M2M shall not be deemed to be in breach of any Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under a Contract due to any event beyond its reasonable control (an **Event of Force Majeure**).

13.3 If M2M's performance of its obligations under a Contract is affected by an Event of Force Majeure:

13.3.1 it shall give written notice to the Customer, specifying the nature and extent of the Event of Force Majeure, within five Business Days of becoming aware of the Event of Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Event of Force Majeure;

13.3.2 the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and

13.3.3 the Customer shall remain obliged to make payment of the Charges during any period in which supply of the Services is prevented by an Event of Force Majeure.

13.4 If the Event of Force Majeure continues for more than three months, either Party may give notice in writing to the other to terminate the affected Contract. The notice to terminate must specify the termination date, which must not be less than fifteen Business Days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

13.5 **Assignment and other dealings.**

13.5.1 M2M may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer will, on M2M's request, enter into a novation agreement with M2M and any Third Party Provider, or a reseller nominated by any Third Party Provider, whereby the Third Party Provider or nominated reseller takes over M2M's rights and obligations under any Contract then in effect.

13.5.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of M2M.

13.6 **Confidentiality.**

13.6.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by condition 13.6.2.

13.6.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 13.6; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.6.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13.7 **Entire agreement.**

13.7.1 The Contract 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.

13.7.2 Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.7.3 Nothing in this condition 13.7 shall limit or exclude any liability for fraud.

13.8 **Variation.**

13.8.1 M2M may vary the terms of a Contract from time to time on notice to the Customer, provided that, where such changes are likely to cause a material detriment to the Customer, the Customer will be entitled to terminate the Contract within 30 days of receiving notice of the changes or, if sooner, with effect immediately prior to the coming into effect of the change.

13.8.2 Save as permitted in accordance with condition 13.8.1. no variation of a Contract shall be effective unless it is in writing and is signed by an authorised representative of each party.

13.9 **Waiver**. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.10 **Severance.** If any provision or part-provision of the Contract 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 the Contract. If any provision or part-provision of this Contract deleted under this condition 13.10 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.

13.11 **Notices.**

13.11.1 Any notice to be given by a Party under or in connection with a Contract shall be in writing in English language and delivered by hand or sent by UK first class post or other next Business Day delivery service to the other Party at the address given in this Contract or as otherwise notified to the other Party in writing from time to time or by email to such email address as the Parties choose and notify to the other Party from time to time.

13.11.2 Any such notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the address or given to the addressee; or

(b) in the case of pre-paid first class UK post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

(c) if sent by email on a Business Day at the time of transmission provided that a non-delivery communication is not received by the sender.

13.11.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purposes of calculating deemed receipt:

(a) all references to time are to local time in the place of deemed receipt; and

(b) if deemed receipt would occur on any day other than a Business Day, deemed receipt is 9.00 am on the next Business Day.

13.11.4 This condition 13.11 does not apply to the service of any proceedings or other documents in any legal action.

13.12 **Third party rights.**

13.12.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, save only that condition 4, condition 6, condition 7 and condition 9 provide rights which may be enforced by M2M's directors, employees, members of staff, agents, subcontractors, licensors, and suppliers, including the Third Party Providers.

13.12.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.13 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

13.14 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

14. Glossary

The following definitions and rules of interpretation apply in these General Conditions.

14.1 Definitions:

Acceptable Use Policy	any Acceptable Use Policy in respect of use of the Services made available (and updated) by M2M from time to time at https://m2mdataconnect.com;
Ancillary Contract Documents	any ancillary contract documents referred to in the Order Confirmation, General Conditions or the relevant Product Page(s), including any M2M policies relating to usage of the Services and any additional terms or policies of relevant **Third Party Providers** applicable to use of the Services;
Applicable Data Protection Laws	means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which M2M is subject, which relates to the protection of personal data;
Applicable Law	in respect of the exercise of any right or the performance of any obligation, all statutory and other laws, rules, regulations, instruments, orders and/or provisions in force from time to time that are applicable to such right or obligation – in the case of M2M, an obligation to comply with Applicable Law is satisfied by compliance with such laws as are generally applicable to businesses and to providers of software as a service and communications solutions. Such obligations shall not be construed to create any obligation on M2M (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors);
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Cancellation Fees	any cancellation fees payable on early termination of a Contract, as specified in the relevant Product Page or elsewhere in the Contract Terms;

Charges	the charges payable by the Customer for the supply of the Services in accordance with condition 5;
Contract	each contract between M2M and the Customer for the supply of one or more Services in accordance with these General Conditions;
Contract Start Date	has the meaning set out in condition 1.2;
Contract Terms	means, in respect of each Contract, the provisions set out in the Order Confirmation, these General Conditions, the relevant Product Page(s), and in any Ancillary Contract Documents;
Contract Year	the 12-month period commencing on the Contract Start Date, and each subsequent 12-month period commencing on an anniversary of that date;
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly;
Customer	the person or firm who purchases Services from M2M;
Customer Default	has the meaning set out in condition 4.4;
Customer Personal Data	any Customer data which constitutes personal data, and which M2M processes in connection with a Contract, in the capacity of a processor on behalf of the Customer, including any such data contained within the User Submissions;
End User	any person whom the Customer allows to use the Services;
EU GDPR	the General Data Protection Regulation ((EU) 2016/679);
Expert	subject to any relevant provisions of the Contract, such independent expert as is: (a) agreed between the Parties; or (b) in the absence of such agreement within 10 Business Days, appointed by the National Computing Centre (or some other British nationally recognised independent centre for expertise in the application of computer technology and/or in the field of finance agreed by the Parties or in default of agreement appointed by the President for the time being of the City of London Law Society);
Expert Determination Procedure	the procedure for the determination of a dispute set out in clause 12;
General Conditions	these terms and conditions as amended from time to time in accordance with condition 13.8;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or

	will subsist, now or in the future, in any part of the world;
M2M Materials	has the meaning set out in condition 4.1.4;
Minimum Initial Period	has the meaning set out in condition 2.1.1;
Order Confirmation	has the meaning set out in 1.2;
Product Page	in respect of each Service, the document setting out the description or specification of that Service, and any additional contractual terms applicable in respect of that Service, as published by M2M from time to time;
Renewal Period	has the meaning set out in condition 2.1.2;
Service Go-Live Date	in respect of any Service, the date notified by M2M to the Customer with effect from which the Customer is entitled to access and use the Service, or, if sooner, the date with effect from which M2M commences performance of the Service;
Services	the M2M Omnichannel service or services supplied by M2M to the Customer as identified in the Order Confirmation, and as more fully specified in the relevant Product Page, and References to the **Services** in these General Conditions include a reference to any software, bot or other automation made available by M2M for use by the Customer in connection with the Customer's use of such M2M Omnichannel services;
Term	in respect of any Contract, the period from the Contract Start Date up to the date with effect on which that Contract is terminated in accordance with its terms;
Third Party Policy	any policy imposed from time to time by a Third Party Provider on users of the relevant Service;
Third Party Provider	has the meaning set out in condition 3.1;
UK GDPR	has the meaning given to it in the Data Protection Act 2018;
User Submission	all content that the Customer or any End User posts, uploads, shares, stores, or otherwise provides through the Services, including any chatbots, customer creation, communication, documents, layouts, pictures, video, audio materials, graphics, document or data files, messages, e-mail and other communications, files, texts, fonts, opinions, ideas, personalization settings and other information (including personal information) and/or content in whatever form.

14.2 Interpretation:

14.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

14.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

14.2.3 A reference to **writing** or **written** includes email.

M2M DATA CONNECT LIMITED

Schedule 1 – Data Processing Details

1. Subject-matter of processing:

M2M Omnichannel and related customer engagement communications as between the Customer and its customers and other End Users.

2. Duration of the processing:

Until the earlier of final termination or final expiry of the Contract, except as otherwise expressly stated in the Contract Terms.

3. Nature and purpose of the processing:

- Processing in accordance with the rights and obligations of the parties under the Contract Terms;
- processing as reasonably required to provide the Services;
- processing as initiated, requested or instructed by the Customer or its authorised users in connection with their use of the Services, in each case in a manner consistent with the Contract Terms; and/or
- otherwise, in relation to each Service, processing in accordance with the nature and purpose identified in its Order.

4. Type of Personal Data:

- Names;
- addresses;
- email addresses;
- mobile numbers;
- free text forming the content of the User Submissions; and
- such other types of personal data as are described in an Order.

5. Categories of Data Subjects:

Customers and/or employees/representatives of the Customer

6. Approved Sub-Processors:

As listed at *[URL]*

M2M DATA CONNECT LIMITED

Schedule 2 – Support Services

1. Support Services

1.1 If the Customer requires any Support Services the Customer shall contact M2M's support team as follows:

Email: support@m2momnichanel.com;

Tel: +441616602492

1.2 M2M shall use reasonable endeavours to respond to all queries within 4 working hours of receipt.

2. Required information

2.1 When reporting an issue, the Customer should provide M2M with the following information to ensure a swift resolution:

2.1.1 the Customer's company name;

2.1.2 the customer account number;

2.1.3 the Customer's username;

2.1.4 a full problem description and details of any error messages with examples including recipient telephone numbers.

2.2 In the majority of instances M2M's support team can resolve issues. However, there may be times that issues need escalation either internally or externally, and at this time M2M's support team remains the point of contact and will work with our other teams (internal and external) to provide a solution.

2.3 Issue resolution may necessitate a workaround before a permanent solution can be implemented. A workaround may include a logical change in M2M's systems, whereas a permanent solution may include a version release, patch or physical change.

3. Third-party or Supplier Escalation

3.1 If an issue is identified as a Third Party Provider (or network operator) problem, this will be escalated within 1 working day of identification.

3.2 Regular updates will be provided and M2M's support team and M2M will work with these parties to resolve the issue