



Zaro Terms and Conditions

These Zaro Terms and Conditions ("**Terms and Conditions**") are between Work Nexus Labs Limited, trading as Zaro, a company incorporated in England and Wales with registered address at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT ("**Zaro**") and the customer listed on the Order Form ("**Customer**"), and are effective as of the effective date stated on the Order Form (the "**Effective Date**") or the date Customer or an Authorised User first starts using the Services, whichever is earlier. Zaro and Customer are each a "**party**" and together the "**parties**".

1. Definitions

The following terms (and their grammatical variants provided the initial letter is capitalised), when used in these Terms and Conditions or an Order Form will have the following meanings:

"Affiliates" an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, "Control" means the direct or indirect ownership of more than 50% of the share capital or voting rights of an entity, or the power (whether by ownership of voting securities, by contract or otherwise) to direct or cause the direction of the management and policies of an entity, and "Controls", "Controlled by" and "under common Control with" shall be construed accordingly.

"Agent" any agent created, configured or deployed by Customer or an Authorised User using the Services, including any Agent Configuration to perform actions or carry out tasks for or on behalf of Customer or an Authorised User, including by means of any Connected Service.

"Agent Action" any action, decision, recommendation, communication, transaction or other output generated, performed or executed by an Agent in response to Agent Configuration or any instruction given to it by an Authorised User, including any Third Party Transaction.

"Agent Configuration" any prompt, instruction, code, rule, workflow, schedule, scope, permission, credential or other configuration data that is provided to, embedded in or used to configure an Agent by Customer or an Authorised User, whether directly or indirectly (including through a Customer App).

"AI Models" means artificial intelligence, deep learning or machine learning (collectively, "AI") processing or computing models (whether trained or untrained), including related algorithms, weights, parameters, structure and architecture.

"AI Technology" means (a) AI Models, (b) other techniques that enable computers to mimic human intelligence, including (i) deep learning, machine learning, and other AI technologies and algorithms, software, or systems that make use of or employ neural networks, and (ii) statistical learning algorithms or reinforcement learning, and (c) software, hardware and other technologies used to train, test and/or deploy any of the foregoing.

"App Configuration" the prompts, instructions, rules, schemas, workflow definitions, user interface specifications, content and other configuration data that are authored or supplied by Customer or an Authorised User and used to configure a Customer App.

"Authorised Users" employees and other personnel of Customer who are authorised to use the Platform by Customer.

"Background IP" all Intellectual Property created, developed or conceived by or on behalf of Zaro, including the Generic Templates.

"Commercially Reasonable Efforts" with respect to activities of a party, those efforts and resources typically used by that party to achieve or fulfil a similar objective or obligation that was in its own interest in similar circumstances but in any event no less than the effort and resource that would be used by a similar company acting reasonably in such circumstances, provided, however, that the party will not be required to sacrifice its commercial interests in order to achieve or fulfil such objective.

"Confidential Information" any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, "Confidential Information" will not include any information which: (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by receiving party without use of or reference to the disclosing party's Confidential Information.

"Configuration Data" any code, content or configuration data that is provided to the Platform by Customer or an Authorised User for the purpose of fine-tuning or customizing the Services to a specific need or use-case.

"Connected Account" any account, login, credential or authorisation provided by Customer or an Authorised User that enables the Services to access a Connected Service.

"Connected Service" any Connected Service, application, application programming interface model, tool, dataset or system to which Customer or an Authorised User connects (or instructs the Services to connect) is accessed, called, invoked or otherwise used by, in connection with or through the Services, including any third party foundation model or large language model, any third party email, file storage, document, productivity, accounting, customer relationship management, communications or other service

"Control" beneficial ownership of fifty percent (50%) or more of the voting power or equity in an entity or under English law, the legal power to direct or cause the direction of the general management, of the company, partnership or other legal entity.

"Customer App" any application, tool, workflow or other software artefact created, configured or deployed by Customer or an Authorised User using the Services.

"Customer Data" means (i) Ingested Data; (ii) Inputs; and (iii) Output (including any Agent Action and any output of any Customer App). Customer Data does not include the Generic Templates, the Background IP, the Services or any underlying non-customer-specific component on which any Customer App or Agent operates.

"Data Protection Laws" all applicable legislation relating to data protection and privacy, including the UK General Data Protection Regulation, the Data Protection Act 2018, Regulation (EU) 2016/679 and any successor or implementing legislation in any applicable jurisdiction.

“Documentation” any documentation for the Services produced by Zaro and delivered or made available by Zaro to Customer.

“Generic Templates” the generic, non-customer-specific application templates, reusable architecture, shared patterns, runtime, framework, scaffolding, application programming interfaces, libraries, components, structures and other building blocks that are made available by Zaro for the creation and operation of Customer Apps.

“Ingested Data” any data, file, document, message or other content that is retrieved, imported, synchronised or otherwise transferred from a Connected Service to the Platform pursuant to an instruction given by Customer or an Authorised User.

“Initial Service Term” means the period specified in the Order Form (or if no period is specified, a period of twelve (12) months) commencing on the Effective Date or, where the Services are first provided as a Pilot, on the date that Pilot converts to a paid subscription in accordance with Clause 2.9. No Initial Service Term applies during a Pilot.

“Input” any and all code, data, prompts, instructions, queries, files or other materials submitted to the Platform by Customer or an Authorised User and includes Configuration Data, App Configuration, Agent Configuration and any data or instructions submitted via the chatbot or any Customer App or Agent, but excluding Ingested Data.

“Intellectual Property” all patents, rights to inventions, copyright and related rights, moral rights, database rights, trademarks and tradenames, rights to goodwill and to sue for passing off, rights in designs, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications (and rights to apply) for, and renewals and extensions of and rights to claim priority from such rights and all similar or equivalent rights and forms of protection which subsist or will subsist now or in the future in any part of the world.

“Liable” and **“Liability”** any liability arising under, out of or in connection with these Terms and Conditions and any Order Form, whether or not foreseeable or in the contemplation of the parties at any time, in or under contract, tort (including negligence), breach of statutory duty, misrepresentation, indemnity, restitution or otherwise.

“Losses” any losses, damages, Liabilities, costs, charges, and expenses, including reasonable legal fees and/or penalties.

“Order Form” a work order form, quote or other similar digital document or web-based process entered into by each of the parties (or its Affiliates) that references these Terms and Conditions and sets forth the specific subscription length for the Services, pricing thereof and other commercial terms and is executed by both parties.

“Output” any and all content, results, decisions, recommendations, communications, files, code, Agent Actions, Third Party Transactions and other output generated or executed by the Platform, by any Agent, by any Customer App or otherwise via the Services, in each case in response to Input or any Agent Configuration or App Configuration.

“Permitted Purpose” means the specific and limited use of the Platform by Customer and Authorised Users for their internal business operations and any other purposes expressly set out in the relevant Order Form.

“Personal Data” has the meaning given to it in the Data Protection Laws.

“Platform” Zaro’s cloud-based platform that combines (a) a conversational interface and chatbot powered by AI Technology; (b) a file system in which

Customer Data may be stored, uploaded or imported, including via Connected Services; (c) functionality enabling Customer and Authorised Users to design, configure, build and deploy Customer Apps; and (d) functionality enabling Customer and Authorised Users to design, configure, build and deploy Agents, including Agents that interact with Connected Services.

“Services” the provision of the Platform.

“System Data” anonymised and aggregated data collected by Zaro regarding the Services and the use of the Services by Customer and Authorised Users that does not identify or permit identification of Customer or any Authorised User. System Data does not include Customer Data.

“Term” the Initial Service Term and any subsequent renewal term.

“Third Party Transaction” any transaction, instruction, action, communication or other event executed, entered into, sent, recorded or otherwise effected by or via the Services (including by an Agent or Customer App) with or through a Connected Service, including the creation, modification, retrieval or deletion of data, the placing of orders, the making of payments, the sending of messages and the subscription to or hiring of goods, services or digital content.

2. Platform

2.1 Subject to these Terms and Conditions, Zaro will make the Platform available to Customer pursuant to these Terms and Conditions and the applicable Order Form, and hereby grants Customer a non-exclusive, non-sublicensable (except for Clause 2.4), non-transferable, right during the Term to permit the Authorised Users to access and use the Platform for the Permitted Purpose.

2.2 The Order Form may specify any special terms or usage limits, including the number of workspaces available to Customer. Customer may purchase additional workspaces by email agreement with Zaro. Access to additional workspaces will be charged at the rate set out in the relevant Order Form (or if no rate is set out, at Zaro’s then current standard rate) from the next calendar month until the end of the Term. If the Order Form states that access to additional workspaces is to be purchased in batches, Customer will pay the full price of the next batch.

2.3 Zaro may, from time to time, develop enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the Services and Documentation (**“Platform Updates”**). Customer hereby authorises Zaro to provide Platform Updates to the Services provided that such updates do not have a material adverse effect on the functionality or performance of the Services.

2.4 Zaro may, from time to time, develop additional features and functionality to the Services and Documentation which are distinct to the current Services, but which may be used in conjunction with the Services (**“New Packages”**). Customer hereby agrees that Zaro is under no obligation to provide these New Packages, but that Zaro may, at its discretion, communicate an offer to Customer for trial use of such features to allow Customer to access these New Packages for a period and cost to be agreed between the parties. New Packages, once provided to Customer, form part of the Services provided.

2.5 Customer shall ensure that Authorised Users do not share access keys, passwords, usernames, or individual accounts/invitations to use the Services or make the Services available to any unauthorised third party. Customer undertakes to keep all access keys, passwords, usernames, or individual accounts and invitations secure and take reasonable steps to prevent access by unauthorised individuals. Customer is responsible for the acts and omissions of any individual

that uses the Services with accounts that were provided to Customer or have been registered to an Authorised User.

2.6 Customer agrees that Zaro may change, deprecate or republish application programming interfaces for the Services, and that it is Customer's responsibility to ensure that requests that Customer makes to the Services are compatible with the then-current application programming interfaces for the Services.

2.7 Customer shall comply with any special terms and usage limits set out in the relevant Order Form and refrain from utilising the Services in a manner that excessively consumes Zaro's resources or causes substantial degradation to the services provided by Zaro to its other customers. Zaro may employ reasonable technical measures to curtail Customer's overuse of computing resources, ensuring the overall quality of services for its customer base.

2.8 Without prejudice to Clause 15, Zaro may withdraw any Services and terminate the part(s) of the Order Form governing such Services in the event that Zaro ceases to make such Services available to its customers generally. In such circumstances, Zaro will use Commercially Reasonable Efforts to give Customer 3 months' prior written notice. Customer agrees that nothing stated herein shall limit Zaro in any way from determining in its sole discretion how to provide the Services and Zaro may modify, supplement, enhance, or otherwise change (including through routine upgrades and bug fixes) the Services (in whole or part) including the technical, functional, administrative and operative methods of supply of the same wherever Zaro deems necessary (in its sole discretion) to: (a) comply with applicable law; (b) address unforeseen or imminent dangers or risks (including fraud, malware, spam, data breaches, cybersecurity or other risks); or (c) address actual or potential changes in the organisation of its business, technical systems or requirements.

2.9 These Terms and Conditions govern Customer's access to and use of the Services whether provided on a Pilot basis or a paid subscription basis. Where Zaro or an Order Form designates access to the Services or any part of them as a pilot, proof of concept or evaluation (a "Pilot"), the following additional terms apply during the Pilot: (a) the Pilot is provided for the period and on the terms stated by Zaro or in the relevant Order Form; (b) the Pilot will not automatically convert into, or renew as, a paid subscription; (c) conversion of a Pilot to a paid subscription requires Customer's affirmative opt-in, whether by executing an Order Form or otherwise expressly electing in writing to purchase the relevant Services, and Zaro will not charge any Fees for the Services accessed during the Pilot unless and until Customer so opts in; (d) if Customer does not opt in before the end of the Pilot period, the Pilot and Customer's access to the relevant Services will expire automatically at the end of that period and no Fees will be payable in respect of the Pilot; (e) during the Pilot and notwithstanding any other provision of these Terms and Conditions, the Services provided under a Pilot are provided on an "as is" basis and Clause 12 applies to the fullest extent to any Pilot; and (f) on Customer's opt-in under paragraph (c), the Services will continue without interruption under these Terms and Conditions as a paid subscription, the Pilot-specific provisions of this Clause 2.9 (including paragraph (e)) shall cease to apply, and the Initial Service Term and the renewal provisions of Clause 15 shall apply from the date of conversion (or as set out in the relevant Order Form).

3. Connected Services

3.1 Customer may, at its option and using credentials provided by Customer or an Authorised User, connect one or more Connected Accounts to the Platform and instruct the Services to access, retrieve, import, synchronise, transmit data to, or otherwise interoperate with one or more Connected Services. Customer is solely responsible for

the selection, configuration, security and continued availability of each Connected Account and Connected Service.

3.2 Customer warrants and represents that: (a) it has, and shall maintain, all rights, authorisations, consents and licences (including under Data Protection Laws and the terms of each Connected Service) necessary to permit Zaro and the Services to access each Connected Account, to ingest and process Ingested Data, and to perform the actions instructed by Customer or any Authorised User in respect of any Connected Service; (b) Zaro may rely on any instruction given by an Authorised User to connect, ingest from or take any action via a Connected Service as authorised by Customer; and (c) Customer's use of, and any access by the Services to, any Connected Service complies with the terms of service applicable to that Connected Service.

3.3 Connected Services are not part of the Services. Zaro does not warrant the operation, availability, accuracy, completeness, security or continued availability of any Connected Service or of any data made available by any Connected Service. Zaro shall not be Liable for any modification, suspension, deprecation, withdrawal or termination of any Connected Service by the relevant third party or by Zaro, nor for any change in the terms applicable to any Connected Service. Zaro may modify, deprecate or remove any integration mechanism that enables the Services to interoperate with, retrieve data from, or transmit data to, a Connected Service at any time.

3.4 Customer agrees to indemnify Zaro and its Affiliates against any Losses arising out of or in connection with: (a) Customer's or any Authorised User's breach of the terms applicable to any Connected Service; (b) any access to, or use, processing or ingestion of, data from any Connected Service by the Services pursuant to an instruction given by Customer or any Authorised User; or (c) any claim by a third party that the access, ingestion or processing of any Ingested Data was unauthorised.

4. Customer Apps

4.1 Subject to these Terms and Conditions, Customer and Authorised Users may use the Services to design, configure, build and deploy Customer Apps for the Permitted Purpose.

4.2 Customer acknowledges that Customer Apps are created by Customer and Authorised Users, not by Zaro. Zaro does not review, vet, audit, approve, endorse, test, validate or warrant any Customer App or any App Configuration, and Zaro makes no representation that any Customer App is fit for any particular purpose, will function as intended, is free from errors or defects or complies with any applicable law. Customer is solely responsible for the design, configuration, deployment, operation, maintenance, accuracy, security, lawfulness, suitability and outcomes of each Customer App.

4.3 Customer Apps may be used by Customer and Authorised Users only for Customer's internal business operations and only for the Permitted Purpose. Customer shall not, and shall procure that Authorised Users do not: (a) make any Customer App available to, or operate any Customer App for the benefit of, any third party (including any customer or end user of Customer); (b) resell, sublicense, distribute, lease, publish, list or otherwise commercially exploit any Customer App; or (c) hold out any Customer App as a product or service of Zaro or its Affiliates.

4.4 Where a Customer App is used by Customer to replace or perform functions equivalent to a regulated, certified or sector-specific software product or service (including any product for human resources, payroll, accounting, financial reporting, healthcare, legal

compliance or other regulated functions), Customer is solely responsible for ensuring that the Customer App, its operation and any associated processing of Customer Data complies with all applicable laws, regulations, standards and contractual obligations applicable to that function. Customer acknowledges that Zaro provides no such regulatory, certification or compliance assurance in respect of any Customer App.

- 4.5 Customer acknowledges that Customer Apps are built on, and operationally dependent on, the Services, the Background IP and the Generic Templates, and that Zaro may modify, update, deprecate or change any feature or function of the Services on which any Customer App depends. Zaro has no obligation to maintain backward compatibility for any Customer App.

5. Agents and Third Party Transactions

- 5.1 Subject to these Terms and Conditions, Customer and Authorised Users may use the Services to design, configure, build and deploy Agents for the Permitted Purpose.

- 5.2 Customer acknowledges and agrees that Agents are autonomous and, by their nature, may take Agent Actions without contemporaneous human review of each Agent Action, and that AI Technology is probabilistic and Agents may produce unexpected, inaccurate, unintended or undesirable Agent Actions. Customer is solely responsible for: (a) designing, configuring and maintaining each Agent and its Agent Configuration, including its scope, permissions, instructions, credentials, guardrails, approval flows, rate limits and kill-switches; (b) supervising and monitoring the operation of each Agent; and (c) all Agent Actions taken by each Agent.

- 5.3 Customer hereby authorises Zaro, the Services and each Agent deployed by Customer or any Authorised User to take Agent Actions on behalf of Customer and the relevant Authorised User within the scope set by the relevant Agent Configuration, including Agent Actions effected through any Connected Service. Zaro may rely on any Agent Configuration as evidence of Customer's authorisation for the relevant Agent Actions.

- 5.4 Agents may interact with Connected Services and may execute Third Party Transactions. Customer appoints Zaro as Customer's agent solely for the limited purpose of enabling Agents and the Services to execute Third Party Transactions in accordance with Agent Configuration and instructions given by Customer or any Authorised User. All Third Party Transactions are between Customer (or the relevant Authorised User) and the applicable third party. Zaro is not a party to any Third Party Transaction, makes no warranty or representation in respect of any Third Party Transaction or Connected Service, and shall have no Liability under or in connection with any Third Party Transaction or Connected Service. Customer is solely responsible for: (i) the accuracy, completeness, lawfulness and suitability of any Third Party Transaction; (ii) all fees, charges, taxes and other amounts payable to any third party in connection with any Third Party Transaction or Connected Service; and (iii) all Losses arising from any Third Party Transaction or Connected Service.

- 5.5 Customer shall not, and shall procure that Authorised Users do not, design, configure, deploy or operate any Agent in a manner that: (a) violates the terms of any Connected Service; (b) results in unlawful, harmful or unauthorised processing of Personal Data; (c) circumvents any rate limit, authentication mechanism or access control of any Connected Service or the Services; or (d) is intended to enable any third party (other than Authorised Users acting for the internal benefit of Customer) to use the Agent or the Services.

- 5.6 Zaro may, but is not obliged to, impose reasonable technical limits, rate limits, approval requirements or other safeguards on Agents to protect the integrity and availability of the Services. Customer remains solely responsible for any Agent Action that occurs notwithstanding the absence or operation of any such safeguard.

6. Data Security

- 6.1 Customer has sole responsibility for ensuring the legality, reliability, integrity, accuracy, and quality of Customer Data (excluding Outputs). In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be for Zaro to use Commercially Reasonable Efforts to assist Customer in restoring the lost or damaged Customer Data.

- 6.2 Customer will implement and adhere to appropriate technical and organisational IT security measures in accordance with good industry practice and will use and adhere to any IT security procedures which Zaro may notify to Customer from time to time.

- 6.3 Zaro shall implement and maintain appropriate technical and organisational security measures designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, and unauthorised disclosure of or access to Customer Data, in accordance with applicable Data Protection Laws and the Security Annex to the Data Processing Addendum referred to in Clause 6.4 (the "Security Measures"). Without limiting the foregoing, the Security Measures include encryption of Customer Data in transit and at rest, multi-factor authentication and role-based access controls, annual penetration testing, and notification of Personal Data breaches in accordance with the Data Processing Addendum. Zaro shall not materially reduce the overall level of protection provided by the Security Measures during the Term, provided that Zaro may modify, replace or update any individual measure so long as the overall level of security is not thereby materially reduced. Customer acknowledges that no security measures can guarantee error-free or uninterrupted security.

- 6.4 To the extent that Zaro processes any Personal Data contained in Customer Data, on Customer's behalf, the Data Processing Addendum (the "Data Processing Addendum"), including its Security Annex, shall apply and is incorporated into these Terms and Conditions by reference.

- 6.5 Where the Services support this option, Customer may elect to connect and use its own account with, or its own application programming interface keys or credentials for, a third party AI Model provider on a "Bring Your Own Keys" or "BYOK" basis (a "BYOK Arrangement"). Where Customer uses a BYOK Arrangement: (a) Customer's use of the relevant third party AI Model provider is governed by Customer's own agreement with that provider, to which Zaro is not a party and under which Zaro shall have no Liability; (b) Customer is solely responsible for procuring, securing, configuring and maintaining its keys, credentials and accounts, and for all fees, charges and usage payable to the relevant provider; (c) Customer authorises Zaro and the Services to use such keys, credentials and accounts to route and process Inputs, Outputs and Customer Data to and from the relevant provider in accordance with Customer's instructions and configuration; and (d) Zaro shall not be Liable for the operation, availability, accuracy or security of any third party AI Model provider used under a BYOK Arrangement. Customer's obligations in respect of the security and confidentiality of Connected Accounts and credentials under Clause 8.4 apply equally to keys and credentials used in a BYOK Arrangement.

- 6.6 Zaro engages third parties to host, process or otherwise support the provision of the Services, including hosting providers and third party

AI Model providers (each a "Subprocessor"). Zaro shall maintain a list of its Subprocessors, which is available to Customer on request and, in respect of the processing of Personal Data, in accordance with the Data Processing Addendum referred to in Clause 6.4. Where the Services provide functionality enabling Customer to do so, Customer may disable or restrict the use of a specific Subprocessor or third party AI Model provider through the configuration of the Services. Where such functionality is not available and Customer reasonably objects to Zaro's use of a particular Subprocessor, the parties shall discuss the objection in good faith and Zaro shall use Commercially Reasonable Efforts to accommodate it; if Zaro is unable to do so, Customer's sole and exclusive remedy shall be to terminate the affected Services on written notice. Customer acknowledges that disabling or restricting a Subprocessor or third party AI Model provider may limit, degrade or prevent the operation of some or all of the Services, and Zaro shall have no Liability for any resulting reduction in functionality.

7. Licence Restrictions

7.1 The rights granted herein are subject to the following restrictions (the "**Licence Restrictions**"). Customer will not (and shall procure Authorised Users do not) directly or indirectly:

- 7.1.1 reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Services, unless and to the extent allowable under applicable law or as expressly permitted by Clause 2.1;
- 7.1.2 remove or alter the conditions of use, any copyright notices and other identification disclaimers as they may appear on the Services or the Documentation;
- 7.1.3 use the Services for any purpose that is classified as 'prohibited' or 'high-risk' under Regulation (EU) 2024/1689, the EU AI Act;
- 7.1.4 use the Services in connection with any unlawful, illegal, discriminatory, fraudulent, deceptive, offensive, violent, pornographic, unethical, immoral, inappropriate or harmful purpose or activity;
- 7.1.5 frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation;
- 7.1.6 attempt to probe, scan or test the vulnerability of the Services, breach the security or authentication measures of the Services without proper authorisation or wilfully render any part of the Services unusable for any user;
- 7.1.7 use automated spiders, readers, data mining or scraping techniques or other services that would produce a load on the Platform that is not consistent with normal use by a human;
- 7.1.8 use the Services, nor upload any Customer Data in a manner that causes the distribution or execution by means of the Services of: (a) any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies; (b) any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security

risks to a computer; or (c) any content or material that is unlawful, illegal, discriminatory, fraudulent, deceptive, offensive, violent, pornographic, unethical, immoral, inappropriate or harmful;

- 7.1.9 use or access the Services or Intellectual Property of Zaro: (a) to develop a product or service that is competitive with Zaro's products or services; or (b) to engage in competitive analysis or benchmarking against products or services provided by third parties that are similar to the Services;
- 7.1.10 transfer, distribute, resell, lease, license, or assign the Services or use the Services to provide a service to a third party, other than as set out under these Terms and Conditions or the applicable Order Form;
- 7.1.11 conduct or request that any other person conduct any load testing or penetration testing on the Services without the prior written consent of Zaro;
- 7.1.12 allow the Services to become the subject of any charge, lien or encumbrance; or
- 7.1.13 otherwise use the Services: (a) in violation of applicable law; (b) to infringe or violate third party rights; or (c) other than for the Permitted Purposes.

8. Customer Responsibilities

8.1 Zaro's provision of the Services is dependent on Customer providing or procuring all reasonably required cooperation and materials as reasonably required and any other reasonable requirements as maybe specified by Zaro in writing from time to time. Customer will provide the same in a diligent and timely manner and Zaro is not Liable to the extent its breach of an Order Form is caused by Customer's breach of this Clause.

8.2 Customer will: (a) comply with applicable laws; (b) be responsible for all use of the Services under its account; (c) use Commercially Reasonable Efforts to prevent unauthorised access to or use of the Services and Customer Data and notify Zaro promptly of any unauthorised access or use of the same; and (d) be responsible for obtaining and maintaining any equipment, software and ancillary software, services or data needed to connect to, access or otherwise use the Services, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Zaro will have no Liability for such failure.

8.3 Customer will: (a) obtain all authorisations, consents and licenses required to use the Platform and for the Platform to process Customer Data; and (b) provide all notices and disclosures required for Authorised Users to use the Platform, including any required disclosures concerning the use of artificial intelligence.

8.4 Customer shall: (a) maintain, and procure that Authorised Users maintain, the security and confidentiality of all Connected Accounts and credentials used to access Connected Services via the Platform; (b) promptly notify Zaro if any Connected Account or credential is, or is suspected to be, compromised; and (c) revoke or rotate any such credential where required by applicable law, the terms of the relevant Connected Service, or good industry practice.

8.5 Customer shall: (a) supervise and monitor the operation of each Agent and each Customer App deployed by Customer or any Authorised User; (b) configure appropriate guardrails, scopes,

approval flows, rate limits and kill-switches in respect of each Agent; (c) ensure that each Agent operates only within the scope of Customer's authority and applicable law; and (d) terminate, suspend or modify any Agent or Customer App that is operating outside its intended scope or that is causing or is reasonably likely to cause Losses.

8.6 Customer shall ensure that each Customer App and each Agent, and the deployment and operation of each, complies with all applicable laws and regulations, including (where applicable) Data Protection Laws, employment laws, financial services laws, consumer protection laws and Regulation (EU) 2024/1689 (the EU AI Act). Where any Customer App or Agent constitutes a 'high-risk AI system' under the EU AI Act or otherwise triggers regulatory obligations, Customer is solely responsible for compliance with those obligations.

8.7 Customer shall use, and shall procure that Authorised Users use, all Customer Apps and Agents only for Customer's internal business operations and only for the Permitted Purpose. Customer shall not make any Customer App or Agent available to any third party (including any customer or end user of Customer) or use any Customer App or Agent to provide a service to any third party.

9. Fees

9.1 Customer will pay Zaro the fees set forth in the relevant Order Form (or, if no fees are stated, Zaro's then current prices) ("**Fees**"). Fees are exclusive of all compute costs incurred in connection with Customer's use of the Platform, including processing power, memory usage, and computational resources. Such costs shall be calculated based on actual resource consumption and invoiced monthly, and payable in accordance with the payment terms set out in the relevant Order Form. Compute costs may vary based on usage patterns and processing requirements.

9.2 Except as otherwise specified herein or in any applicable Order Form, Fees are: (a) quoted and payable in the currency set forth in the relevant Order Form; and (b) non-cancellable and non-pro-ratable for partial months or years, and non-refundable, except as expressly set forth herein.

9.3 If Customer's use of the Services exceeds the Service usage set forth in the relevant Order Form or otherwise requires the payment of additional fees (as set out in the relevant Order Form), Customer shall be billed for such usage, Clause 2.2 shall apply, and Customer agrees to pay the additional fees on demand.

9.4 If Customer fails to pay any amounts to Zaro (including Fees) that are not disputed pursuant to Clause 9.4, Zaro may charge a debt collection fee of 5% and interest on the overdue amount from the due date up to (but excluding) the date of actual payment, after as well as before judgment at 8% per annum above the base rate of the Bank of England on any outstanding balance, or the maximum permitted by law, whichever is lower. Such interest shall accrue on a daily basis, be compounded monthly and is payable on demand.

9.5 If Customer disputes any amount that Zaro believes is due, Customer shall notify Zaro in writing within 14 days of Zaro requesting such amount, and the parties shall act reasonably and in good faith to resolve such dispute.

9.6 All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "**Taxes**"). Customer will be solely responsible for payment of all Taxes, except for those based on the income of Zaro. Customer will not withhold

any Taxes from any amounts due to Zaro unless such withholding or deduction is required by applicable law. In such event, the amount of such payment due from Customer shall be increased to an amount which (after making such withholding or deduction) leaves an amount equal to the payment which would have been due if no such withholding or deduction had been required.

10. Proprietary Rights and Confidentiality

10.1 As between the parties, Zaro exclusively owns all right, title and interest in and to the Services (and the skills, know-how and methodologies used to provide the Services), Background IP (and all improvements, enhancements or modifications thereto), System Data and Zaro's Confidential Information, and Customer exclusively owns all right, title and interest in and to Customer Data and Customer's Confidential Information. To the extent that any right, title or interest in Customer Data vests in Zaro, Zaro hereby assigns (by way of present assignment of future rights to the maximum extent permissible by law) all such right, title and interest in Customer Data to Customer and shall, at Customer's reasonable request and expense, execute such documents and do such things as may be reasonably required to give full effect to this assignment.

10.2 Notwithstanding the foregoing, and as between the parties: (a) Customer exclusively owns the Customer-authored elements of each Customer App, comprising the Inputs supplied by or on behalf of Customer in creating that Customer App; and (b) Zaro retains exclusive ownership of (i) the Services, the Background IP and all Generic Templates, and (ii) all runtime, framework, scaffolding, application programming interfaces, libraries, components, structures, patterns and other non-customer-specific elements on which any Customer App or Agent operates, together with all improvements, and derivative works of any of the foregoing.

10.3 Customer hereby grants Zaro and its Affiliates a worldwide, royalty-free, perpetual, irrevocable, sub-licensable (directly and indirectly through multiple tiers), fully paid-up right and licence to use the Customer-authored elements of each Customer App to: (a) host, operate, support, maintain and make available the Customer App as part of the Services to Customer and its Authorised Users; (b) develop, improve and operate the Services and Zaro's other products and services on an aggregated, de-identified or anonymised basis; and (c) extract, abstract and use the underlying non-customer-specific structure, patterns and concepts of the Customer App to create general-purpose templates, improvements, derivative works and inspired-by templates, in each case provided that the output of any such activity does not constitute, reproduce or recognisably copy any Customer App or any Customer Data.

10.4 Customer may from time to time provide Zaro with suggestions or comments for enhancements or improvements, new features or functionality or other feedback. Zaro will have: (a) full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality; and (b) an unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such suggestions or comments in connection with its products and services.

10.5 Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of these Terms and Conditions and it will not disclose the same to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information: (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information

	confidential by confidentiality obligations consistent with this Clause; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its Commercially Reasonable Efforts to minimise such disclosure to the extent permitted by applicable law). Neither party will disclose the non-public terms of these Terms and Conditions to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorised use and disclosure. In the event of actual or threatened breach of the provisions of this Clause or the Licence Restrictions, the non-breaching party will, notwithstanding anything in these Terms and Conditions, be entitled to seek immediate injunctive and other equitable relief in any jurisdiction, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in these Terms and Conditions.	
10.6	Notwithstanding anything to the contrary, Customer agrees that Zaro and its Affiliates are hereby granted a non-exclusive, non-transferable, sub-licensable (directly and indirectly through multiple tiers), fully paid-up worldwide right and licence to use Customer Data to: (a) provide the Services; (b) monitor the number of Authorised Users; (c) monitor Customer's compliance with and enforce these Terms and Conditions and any Order Form; (d) determine the Fees (or other amounts) paid and payable by Customer; and (e) on an aggregated, de-identified or anonymised basis only, monitor, measure, analyse and improve the Services, AI Technology and Zaro's other products and services; (f) monitor, detect, prevent, investigate and respond to misuse, abuse, fraud, security threats, breaches of these Terms and Conditions and policy violations; and (g) create System Data. Notwithstanding the foregoing, Zaro shall not use Customer Data (including any Input, any Output, any prompt, or any App Configuration or Agent Configuration) to train, fine-tune or develop any AI Technology, except (i) where the Customer Data has been anonymised, de-identified or aggregated such that it does not identify Customer, any Authorised User or any identifiable individual, or (ii) where Customer has expressly agreed in writing. Zaro's use of Customer Data under this Clause is consistent with Zaro's privacy policy.	
10.7	The Services may contain Intellectual Property, including open-source software owned by third parties. Such third-party Intellectual Property may be licensed by Zaro or the third party to Customer under separate or different terms and conditions ("Third Party Terms") and are not licensed to Customer under these Terms and Conditions. Such Third Party Terms are available on request and Customer agrees to comply with such Third Party Terms, including any obligation to pay any fees due to third parties directly to the relevant third party. Customer agrees to indemnify Zaro in respect of Losses that Zaro incurs as a result of any breach by Customer of the Third Party Terms applicable to such third-party Intellectual Property.	
11.	Warranties	
11.1	Each party warrants and represents to the other that it: (a) has full power and authority to enter into and perform its obligations under these Terms and Conditions; (b) shall obtain and maintain all necessary licences, clearances, permissions, and consents necessary to carry out all of its obligations under these Terms and Conditions, provide any information, data or other materials that it provides hereunder, and to permit the other party to use the same as contemplated hereunder; and (c) shall employ a sufficient number of suitably qualified personnel to ensure the proper fulfilment of its obligations under these Terms and Conditions.	
11.2	Zaro warrants that the Platform will conform in all material respects with the relevant Documentation. If Zaro breaches the foregoing warranty, then to the extent allowable by applicable law, Customer's exclusive remedy shall be repair or replacement (as determined by Zaro) of the deficient element(s) of the Platform. If Zaro cannot repair or replace the deficient element(s) of the Platform, in each case so they are as warranted herein, Customer shall be entitled to a pro-rata refund of the Fees paid to Zaro for such deficient element(s) of the Platform.	
12.	Disclaimers	
12.1	Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis. To the extent allowable by applicable law, each party disclaims all warranties and conditions express or implied, including merchantability, satisfactory quality, title, non-infringement, and fitness for a particular purpose. Zaro does not warrant that the Services will: (a) be provided free from interruption, errors or defects; (b) run on any particular computer system or browser; (c) be accurate, complete, reliable, secure, useful, fit for purpose or timely; (d) be validated, verified, or suitable for use by Customer or any third party; (e) meet Customer's requirements or expectations, including specific optimisation or performance outcomes; (f) will be suitable for, or capable of being used by, Customer or any third party in connection with any commercial or operational process; or (g) comply with applicable law. Customer acknowledges the Services may contain bugs or viruses and shall use appropriate anti-virus software.	
12.2	Customer acknowledges that certain Services utilise AI Models which are probabilistic and may result in bugs, errors, or misinterpretation of inputs. Zaro does not warrant that Inputs will be understood or that human intervention will not be required, and shall not be Liable for any misinterpretation, inaccuracy or errors. It is the sole responsibility of Customer and Authorised Users to review and decide the manner in which they use Output or proceed in response to Output. Customer shall, and shall procure that Authorised Users, use independent judgement and discretion before using or relying on AI Technology or Output without human review. Customer is solely Liable for monitoring and approving any use of Output, and any decision or action or omissions taken or arising from Output.	
12.3	Customer acknowledges AI Technology limitations, including that Output may: (a) contain errors or be unreliable; (b) be repetitive due to algorithmic constraints; (c) misunderstand language nuances; (d) lack emotional understanding; (e) perpetuate training data biases; and (f) struggle with complex reasoning tasks. Output is provided "as is". Zaro makes no warranties, representations, conditions, guarantees or undertakings with respect to any AI Technology or Output. To the extent permitted by law, Zaro shall not be Liable for any Losses arising from AI Technology or Output. Customer remains solely responsible for validating Output accuracy and exercising independent judgement before taking any actions based on AI Technology or Output.	
12.4	Customer acknowledges that the Platform uses third party AI Models, the operation, availability and accuracy of which are outside of Zaro's control. Zaro disclaims all Liability for errors, downtime or other issues arising from third party AI Models.	
12.5	Customer acknowledges that Customer Apps and Agents are created and configured by Customer and Authorised Users, not by Zaro, and that Zaro does not review, vet, audit, approve, endorse, test, validate or warrant any Customer App, App Configuration, Agent or Agent Configuration. Zaro disclaims all warranties, representations, conditions, guarantees and undertakings with respect to any Customer App, App Configuration, Agent, Agent Configuration, Agent Action	

- and any output of any Customer App. To the extent permitted by applicable law, Zaro shall not be Liable for any Losses arising out of or in connection with any Customer App, App Configuration, Agent, Agent Configuration, Agent Action or output of any Customer App.
- 12.6 Customer acknowledges that the Services interoperate with, and Agents may take Agent Actions through, Connected Services whose operation, availability, accuracy, security and continued availability are outside Zaro's control. Zaro disclaims all warranties, representations and conditions in respect of any Connected Service and any data made available by or to any of them, and shall not be Liable for any modification, suspension, deprecation, withdrawal, error, downtime, change in terms or other issue affecting any of them.
- 12.7 Without limiting the foregoing, Customer acknowledges that Agents are autonomous and may take Agent Actions (including Third Party Transactions) without further input from Customer. Zaro shall not be Liable for any Agent Action or Third Party Transaction except to the extent the Agent Action or Third Party Transaction results directly from Zaro's own breach of these Terms and Conditions, Zaro's negligence or a defect in the Platform (and not from Customer's Agent Configuration or instructions or from any third party AI Model or Connected Service), in which case Zaro's Liability remains subject to the exclusions and cap in Clause 14.
- 13. Third Party Claims**
- 13.1 Customer will defend Zaro against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Zaro (whether by an individual, a business or a government authority) in connection with (a) Customer's breach of applicable laws; (b) Customer Data; (c) Customer's Confidential Information; or (d) Customer's or any Authorised User's use, reliance on, or integration of the Services, and will indemnify Zaro for any Losses in connection with any such Claim. Zaro will defend Customer against any third party claim, demand, suit or proceeding alleging that Customer's use of the Services in accordance with these Terms and Conditions infringes that third party's Intellectual Property rights, and will indemnify Customer for Losses finally awarded against Customer (or agreed by Zaro in settlement) in respect of such claim, subject to the exclusions and cap in Clause 14. This indemnity does not apply to the extent a claim arises from: (a) Customer Data, any Input, any Output, any Connected Service or any third party AI Model; (b) use of the Services in breach of these Terms and Conditions or applicable law; (c) any modification of the Services other than by or on behalf of Zaro; or (d) the combination or use of the Services with products, services or data not provided by Zaro, where the claim would not have arisen but for such combination or use.
- 13.2 In connection with any claim for which one party (the "Indemnifying Party") owes an indemnity to the other party (the "Indemnified Party") under this Clause 13: (a) the Indemnified Party will promptly notify the Indemnifying Party of such claim in writing; (b) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle such claim (provided that it may not settle any claim without the Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned or delayed where the settlement unconditionally releases the Indemnified Party of all associated Liability); and (c) the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection therewith, at the Indemnifying Party's reasonable expense.
- 14. Liability**
- 14.1 Nothing in these Terms and Conditions excludes or restricts any Liability that cannot be excluded or restricted under applicable law.
- 14.2 Subject to Clause 14.1, Zaro is not Liable for any: (a) loss of actual or anticipated profits; (b) loss of sales, business or revenue; (c) loss of agreements or contracts; (d) wasted expenditure (excluding Fees paid under these Terms and Conditions); (e) loss of anticipated savings; (f) loss of or damage to reputation or goodwill; (g) loss of use or corruption of software, data or information, (h) Losses incurred as a result of criminal or civil proceedings arising from the use of the Platform, in each case (a) to (h), whether direct or indirect; or (i) indirect, special, incidental, consequential or punitive damages of any character, even if informed of their possibility in advance.
- 14.3 Subject to Clause 14.1, except in respect of (a) Customer's obligations to pay Fees and compute costs and (b) Customer's indemnification obligations under these Terms and Conditions (including under Clauses 3.4 and 13.1), the total aggregate Liability of each party will not exceed: (i) where the Services are provided under a Pilot at no charge to Customer, £10,000 (ten thousand pounds sterling); or (ii) in all other cases, the total Fees paid or payable by Customer under the applicable Order Form (whether in respect of a Pilot or a paid subscription), provided that the total aggregate Liability of each party for any breach of the Licence Restrictions or of the provisions relating to Intellectual Property or Confidential Information shall not exceed the greater of (A) £20,000 (twenty thousand pounds sterling) and (B) two times (2x) the total Fees paid or payable by Customer under the applicable Order Form.
- 14.4 Subject to Clause 12.7 and notwithstanding any other provision of these Terms and Conditions, Zaro shall have no Liability of any kind for: (a) any Agent Action; (b) any Third Party Transaction; (c) any act, omission, modification, suspension or termination of any Connected Service; (d) any Customer App, App Configuration, Agent Configuration or output of any Customer App; (e) any Ingested Data or any access to or processing of data from any Connected Service pursuant to an instruction given by Customer or any Authorised User; or (f) any fee, charge, tax or other amount payable to any third party in connection with any Third Party Transaction or Connected Service. The exclusions in this Clause apply in addition to, and do not limit, the other exclusions and limitations in these Terms and Conditions. For the avoidance of doubt, nothing in this Clause 14.4 excludes or limits Zaro's Liability for an Agent Action or Third Party Transaction to the extent that Liability is preserved by Clause 12.7, and any such Liability remains subject to the cap in Clause 14.3.
- 15. Term and Termination**
- 15.1 The Term of these Terms and Conditions will commence on the Effective Date and continue for the Initial Service Term (or, where the Services are provided as a Pilot, for the Pilot period determined under Clause 2.9) unless terminated in accordance with this Clause 15. Except as set forth in an Order Form, the Initial Service Term will not automatically renew. The Services will continue beyond the Initial Service Term only if both parties expressly agree in writing (including by entering into a new or renewed Order Form) to renew, at Zaro's then current prices or as otherwise agreed in writing. Notwithstanding the foregoing, a Pilot does not automatically renew. Where an Order Form designates the Services as a Pilot, that Order Form and the Services provided under it shall expire automatically at the end of the term stated in the Order Form (or, if no term is stated, one (1) month from the Effective Date), with no automatic renewal and no notice of non-renewal being required, and shall continue only if both parties agree in writing (including by entering into a new Order Form) to continue.
- 15.2 Each party may terminate an Order Form upon written notice to the other party if: (a) the other party commits any material breach of these Terms and Conditions and fails to remedy such breach 30 days after

- written notice of such breach, provided, however, that if such breach is capable of remedy but cannot be remedied within such period and the breaching party initiates actions to remedy the breach and thereafter diligently pursues such actions, the breaching party shall have such additional period as is necessary in the circumstances to cure the breach; or (b) subject to applicable law, the other party's liquidation occurs, there is the commencement of dissolution proceedings or an assignment of substantially all of its assets for the benefit of creditors occurs, or if the other party becomes the subject of bankruptcy, insolvency or similar proceeding that is not dismissed within 60 days.
- 15.3 Following termination of an Order Form for any reason: (a) Customer shall pay Zaro on demand all sums (not disputed pursuant to Clause 9.4) due to it howsoever arising from these Terms and Conditions; (b) other than the licences in Clauses 10.7 (c) to (e) (which are perpetual), all rights and licences granted under these Terms and Conditions shall terminate and Customer's access to the Services relevant to that Order Form shall be disabled; (c) each party shall promptly return to the other or otherwise dispose of (as the other party may instruct), all materials, documents (including Documentation) or papers whatsoever including Confidential Information of the other party which are in its possession or under its control in whatever form they are recorded or stored, including any electronic or digital storage media; and (d) the parties shall have no further obligations or rights under these Terms and Conditions with respect to that Order Form, without prejudice to those which have accrued to either party prior to termination.
- 15.4 Following termination, Zaro shall make available to Customer for a period of thirty (30) days from termination a mechanism by which Customer may export Ingested Data. On termination, Customer shall promptly revoke or disconnect all Connected Accounts; Zaro may also disconnect any such Connected Account and terminate the operation of any Agent or Customer App without further notice.
- 15.5 Upon termination of these Terms and Conditions, all Order Forms and all rights and obligations will immediately terminate except that accrued payment obligations and any terms or conditions that by their nature should survive such termination will survive, including the Licence Restrictions and provisions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability, termination and the general provisions below. Nothing in this Clause will relieve Customer of its obligation to pay Zaro any amounts (including Fees) that are due as at the effective date of such termination.
- 15.6 Zaro shall be entitled to suspend or restrict access to all or part of the Services: (a) where it is entitled to terminate these Terms and Conditions pursuant to Clause 15; (b) to carry out scheduled or emergency maintenance (in which case Zaro shall use Commercially Reasonable Efforts to minimise the disruption caused to Customer); (c) if Customer fails to pay any amounts that are not disputed pursuant to Clause 9.4, provided that Zaro has given Customer thirty (30) days advance notice of the suspension; and (d) if Zaro reasonably believes Customer is in breach of the Licence Restrictions.
- 16. General**
- 16.1 Zaro and/or its third-party representatives (including designated auditor), may on reasonable notice during normal business hours request copies of information relating to the Customer's compliance with these Terms and Conditions. The cost of an audit shall be borne by Zaro, except where a breach of these Terms and Conditions or an underpayment of amounts payable to Zaro under these Terms and Conditions is identified, in that case, the amounts due and the costs of the audit shall be borne by Customer and payable on demand. The rights in this Clause shall continue for three (3) years after termination of these Terms and Conditions.
- 16.2 During the Term and for 12 months thereafter, neither party shall, directly or indirectly, on its own behalf or on behalf of any other person or entity: (a) recruit, solicit, or offer employment to any of the other party's employees or contractors; or (b) induce any of the other party's employees or contractors to terminate their engagement with such party. Any breach of the foregoing will obligate the breaching party to pay the other party an amount equal to the annual base salary of the person recruited, solicited, or induced plus reasonable recruitment costs in replacing the person.
- 16.3 Zaro may refer to Customer's name, logo and trademarks in Zaro's marketing materials and website, prepare and publish a case study about Customer and Customer's use of the Services, and issue any press release or other public announcement regarding Customer or its use of the Services, in each case only with Customer's prior written consent (which Customer may grant or withhold in its sole discretion). For the avoidance of doubt, no press release, case study, or use of Customer's name, logo or trademarks will be issued or made public without Customer's prior written consent.
- 16.4 Neither party hereto may assign or otherwise transfer these Terms and Conditions, in whole or in part, without the other party's prior written consent, except that Zaro may assign these Terms and Conditions without consent to an Affiliate or a successor to all or substantially all of its assets or business related to these Terms and Conditions. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null or void. Subject to the foregoing, these Terms and Conditions will be binding on the parties and their successors and assigns.
- 16.5 No amendment or modification to these Terms and Conditions, nor any waiver of any rights hereunder, will be effective unless agreed to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision.
- 16.6 A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with it whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.7 Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.
- 16.8 If a court of competent jurisdiction determines that any provision of these Terms and Conditions is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of these Terms and Conditions will remain in full force and effect and bind the parties according to its terms.
- 16.9 Each party irrevocably agrees that these Terms and Conditions (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation) shall be

interpreted and governed by the laws of England, and subject to the exclusive jurisdiction of the courts of London, England.

- 16.10 Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, by overnight delivery or by email (provided no automated bounce back is received). Notices to the parties must be sent using the details stated in the relevant Order Form.
- 16.11 These Terms and Conditions and all Order Forms constitute the entire agreement and understanding between the parties relating to their subject matter and supersede any previous agreements, discussions, correspondence, negotiations, drafts, promises, assurances, warranties, representations and/or undertakings between the parties including any usage or custom and any terms arising through any course of dealing relating to such subject matter.
- 16.12 Each party agrees that in entering these Terms and Conditions all statements, representations, warranties and undertakings on which it relies are incorporated into these Terms and Conditions and it does not rely on (and shall have no remedy in respect of) any statement, representation (including any misrepresentation), warranty or undertaking (whether negligently or innocently made) of any person (whether party to these Terms and Conditions or not) (in each case whether contractual or non-contractual) which is not expressly set out in these Terms and Conditions. Without prejudice to: (a) any other provision of these Terms and Conditions limiting the remedies available to either party, each party agrees that it will have no remedy in relation to these Terms and Conditions for innocent or negligent misrepresentation, negligent misstatement or mistake based on any statement in or made in relation to these Terms and Conditions; and (b) the indemnification obligations contained herein and either party's ability to seek injunctive or equitable relief in any court of competent jurisdiction for actual or threatened misuse of its Intellectual Property or Confidential Information, the only remedy available to each party in relation to any breach of these Terms and Conditions shall be for damages for breach of contract under the terms of these Terms and Conditions.
- 16.13 Neither party will be deemed in breach hereunder for any cessation, interruption, delay or failure in the performance of its obligations due to causes beyond its reasonable control ("**Force Majeure Event**"), including earthquake, flood, or other natural disaster, act of God, labour controversy, civil disturbance, terrorism, war (whether or not officially declared), pandemic, cyber-attack (including denial of service attacks), failure of any third party or Customer software, hardware or communications network, or any change in or the adoption of any law, regulation, judgment or decree. Other than as expressly required herein, Zaro shall not be obliged to take any action to prevent or mitigate Force Majeure Events.
- 16.14 Any words following the terms 'including', 'include', 'in particular', 'for example', 'i.e.', 'other' and 'otherwise' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. In the event of any conflict between the Clauses of these Terms and Conditions, the documentation incorporated by reference into these Terms and Conditions by reference and any Order Form, the Order Form shall prevail, followed by the documentation incorporated by reference and finally these Terms and Conditions. References to Clauses are to Clauses in these Terms and Conditions and headings shall not affect the interpretation of these Terms and Conditions. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. A reference to a party includes that party's personal representatives, successors and

permitted assignees. Unless the context requires otherwise, words in the singular include the plural and vice versa and a reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision. A reference to these Terms and Conditions or to any other agreement or document referred to in these Terms and Conditions is a reference to these Terms and Conditions or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms and Conditions) from time to time. A reference to writing or written includes e-mail but not fax. When a number is expressed both in words and numbers, in the event of a conflict the words shall be deemed correct.