This Software as a Service Agreement (“Agreement”) and any documents referred to within this Agreement are your terms of use of the Take That Booking (registered trade mark) Website Service owned by Cloud Business Systems LTD, (company registered in England and Wales with Company Number **11814532**).

You agree that under the term of this Agreement for all Client Data the Company is the data processor and you are the data controller.

By purchasing, accessing, or using our Website Services you are agreeing to the terms and conditions in this Agreement, which means you will be in a legal agreement with Cloud Business Systems LTD (the “**Company**”, “**we**“, “**us**”, “**our**“, and similar expressions).

1. **Definitions**
    1. In this Agreement, the following defined terms have the meanings below:
        1. “**Administrator**” means those Client employees, representatives, consultants, contractors or agents who are authorised to use the Services and have been provided a unique login email and password.
        2. “**Aggregate Data**” a collection of anonymised or aggregated Client Data summarised into an official data report. All individuals are no longer identified or identifiable.
        3. **"Agreement"** means this agreement including any Schedules, and any amendments to this Agreement from time to time;
        4. “**API**” means a software intermediary that allows two applications to talk to each other
        5. “**Applicable Laws**” means any and all laws issued or implemented by the government or regulators of the country whose laws apply to this Agreement; includes all rules, codes, treaties, licenses, permits, Privacy Laws and principles of common law.
        6. “**Billing Period**” means the time between subscription Fees charged for access to the Services.
        7. “**Claim**” means any and all losses, liabilities, damages, punitive damages, obligations, expenses, fines, penalties, costs, claims, causes of action and judgments
        8. “**Client**” indicated by the term "you, "your", **“**Client**”** and similar terms is the person or legal entity using our Website Services as indicated during the sign up process.
        9. “**Client Content**” means content, excluding Customer Data, entered by the Client into the Platform for use by the Client and its Administrators.
        10. “**Client Data**” means any Customer specific information, data or other content entered by the Client, an Administrator, a Customer or the Company on the Client’s or an Administrator’s behalf.

11. “**Customer**” means any individual registered on the system to a Clients’ account that can make, change and redeem bookings.
12. “**Damages**” Only damages allowed pursuant to this Agreement may be awarded in connection with a Claim.
13. “**Documentation**” includes all manuals, instructions, video content, diagrams, and similar materials related to the Platform.
14. “**Electronic Communications**” means the communications to or from others, including us, that the Services allow you to send and receive by electronic means.
15. “**Fees**” means any and all fees, charges or other payments due to be made from the Client to Cloud Business Systems LTD including Service fees and number of Operational Site fees together with any other fees detailed in this Agreement.
16. “**Intellectual Property Rights**” all rights, including copyright, distribution rights, and intellectual property rights, belong to the Company
17. “**Order**” means an order placed by the Client through the Company’s website and specifies the Services to be provided by the Company, the features and functionality included in the Services, the Fees and payment schedule for the foregoing.
18. **“Operational Location”** Any venue where the Client provides activities.
19. “**Party**” individually means the Company or the Client, and “**Parties**” means the Company and the Client together.
20. “**Platform**” means the Company’s web site, web-based account management facility, storage, booking management software and associated processing services, used by the Client and hosted by the Company.
21. “**Privacy Laws**” means, as applicable to the Client’s use of the Services: the *EU General Data Protection Regulation (GDPR):* Regulation (EU) 2016/679; and applicable privacy and protection of information laws and regulations, in force at the time Services are executed, or that may be amended from time to time, in each of the countries and jurisdictions in which the Services are provided or to which they relate.
22. “**Prohibited Data**” means for example, financial account identifiers (e.g., credit card numbers or bank account numbers), government issued identifiers (e.g., National Insurance numbers) and medical records.
23. “**Services**” means the processes and functions performed by the base module and any additional modules connected with the foregoing.
24. “**Third-Party Services**“ Means any service provided as part of the Services that requires an integration of the Platform to external application data or software via an API.

25. “**Term**“ This Agreement starts as of the effective date of the Order applicable to the Service and will continue until all applicable Orders have expired or terminated or until this Agreement has been terminated according to its terms.
26. “**Taxes**” means taxes, duties, fees, and other impositions as may be levied under the Applicable Law.

2. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine.
3. The headings are intended solely for convenience of reference and will be given no effect in the interpretation or construction of this Agreement.
4. Wherever the words “include”, “includes” or “including” are used, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes”, or “including” shall not be considered to set forth an exhaustive list.

2. **Access to the Platform and our Services**
    1. Grant of Access and Use. Subject to you meeting your obligations under this Agreement, the payment of Fees owed under the terms of this Agreement, we grant you a non-exclusive, non-transferable right to access and use the Services for your own business purposes.
    2. Prohibited Use. Our Services may not be used for any activities that violate Applicable Laws.
    3. Administrator Access. Subject to the terms of this Agreement and payment of any associated Fees, you have the right to permit your Administrators to access and use the Services in accordance with this Agreement.
    4. Service Updates. We may make updates to the Service including maintenance releases, bug fixes, corrections, and minor modifications, that we make generally available to our other Clients during the Term of this Agreement.
    5. Security Standards. During the Term, we will implement and maintain security practices, which are available here.
    6. Personal Information. You acknowledge and agree that under the terms of this Agreement, the Company is the processor of Client Data and you are the controller. To the extent that we process any Client Data that is protected by Privacy Laws as a processor on your behalf, our Data Processing Addendum (“**DPA**”), which is incorporated into and forms a part of this Agreement, will apply to that processing. Our DPA is available here. Our Privacy Policy, available here, is incorporated into this Agreement by reference.

3. **Use by Administrators**
    1. Client Content. You agree that:
        1. We have no obligation to pre-screen or monitor your use of our Service or any Client Data, materials or other content provided or made available by you through our Service, but have the right to do so.
        2. Neither you nor your Administrators will post any Client Content or Data that (i) is abusive, defamatory, libellous, harmful to minors or obscene; (ii) infringes the Intellectual Property Rights of any third-party or is otherwise unlawful.
        3. That we may, at our sole discretion, remove or delete any Client Content, Data, accounts or other content that violates this Agreement, infringes the Intellectual Property Rights of any third-party, is unlawful or that is otherwise objectionable.
    2. Use of our Platform and Services. You shall not, and shall not permit your Administrators or any third-party to:
        1. Change, modify, adapt, copy, alter, reverse compile, disassemble, reverse engineer, or otherwise derive or determine or attempt to derive or determine the source code of the Platform or Service;
        2. Interfere or disrupt the Service or Platform, including by transmitting any worms, viruses, spyware, malware, or any other code of a destructive or disruptive nature. You may not attempt to inject content or code or otherwise alter or interfere with any of our security and authentication features;
        3. Use the Platform to violate third-party property rights;
        4. Sublicense, license, sell, resell, rent, share, loan, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Platform or Services available to or for the benefit of any third-party (except as expressly permitted herein) or otherwise use the Services other than in the way intended;
        5. Use the Platform or Services to store or transmit any virus, worm, trap door, time bomb, Trojan horse or other harmful or malicious code, file, script, agent, or program designed to permit unauthorised access to, or to erase or otherwise harm software, hardware, systems, or data;
        6. Remove any legal or proprietary notices included in the Platform;
        7. Use the Services to send unsolicited Electronic Communications.
    3. Client Responsibilities.
        1. You shall provide accurate Client Data to us;
        2. You are responsible for safeguarding your account login and password and for all activities that occur under your account. You should notify us immediately if you become aware of any breach of security or unauthorised use of your account.

        3. You agree to use the Service in compliance with all laws, rules, and regulations applicable in your jurisdiction, including but not limited to Privacy Laws.
    4. Marketing. During the Term, we may ask you to collaborate on press releases and other joint communications including case studies, provided that the confidentiality obligations in this Agreement are upheld in doing so.
    5. Electronic Communications. The Service allows you to send and receive Electronic Communications. You will only use the Electronic Communications features in the Service in compliance with this Agreement and in compliance with your jurisdiction laws from which you send messages and in which your messages are received, including any “anti-spam” laws and regulations. You will not use the Services to communicate any content, message, or material that (i) is abusive, defamatory, libellous, harmful to minors or obscene; (ii) infringes the Intellectual Property Rights of any third-party.

4. **Availability and Support of Services**
    1. Service Availability. We strive to keep the Services available for use; however, the Services or Third-Party Services offered through the Services may be unavailable from time to time. All online services suffer occasional disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve your Client Data that you have stored on the Platform. We recommend that you regularly backup your Client Data that you store on the Platform or that you have connected with Third-Party Services. We are not liable for any loss of any Client Data resulting from any outage of the Services.
    2. Support services. We may provide you with technical support regarding your Services. You grant us the right to access your Client Content, Client Data, administration dashboard, account and Customer accounts as is necessary to provide our support services to you.

5. **Payment of Fees**
    1. Fees. All payment obligations are non-cancellable and all amounts paid are non-refundable, except where expressly stated otherwise in this Agreement. The Client is responsible for paying for all Services ordered for the entire Term. You may add or reduce functionality of your Services or number Operational Locations.
    2. For any addition in Services or Operational Locations, the first payment for any change in Fees will be calculated on a pro rata basis and payable at the time of the increase functionality. Subsequent associated Fees will be taken in full at the start of the next Billing Period stated at the time of the Order.
    3. For any cancellation of Services or reduction in Operational Locations, changes to Fees will not take effect until the next applicable Billing Period and the Platform will continue to make available the functionality

as it was prior to the requested cancellation. Specifically, no refund will be given for any requested cancellation of Services or reduction in Operational Locations. Any cancellation of Services may cause you to lose access to content, features, or capacity associated with your Services. We are not liable for the impact of any changes in Services you choose to make. Any Client Content or Data associated with the cancelled Services will be retained on the Platform until this Agreement is terminated.

4. Any change in the Service functionality or number of Operational Locations using the Service, must be made through your client area on the Website.
5. Subscriptions Fees. Subscription Fees are charged in advance of the applicable Billing Period. You agree to make recurring payments to us by the method and at the recurring intervals you have agreed to. If any payment is returned, rejected or denied, we reserve the right to collect any applicable return item, rejection, or insufficient funds fee, and process any such payment as an Electronic Payment. If you wish to cancel or suspend Services you must do so 14 days before the end of the current Billing Period to avoid any on going subscription Fees.
6. Fee Increases. We may increase the Platform Fees at any time and we will notify you at least 14 days before the price change. Any price increase will be reflected in your next subscription following the change.
7. Payment. Payment of Fees due to us may be made by the means provided within the Platform, or as otherwise provided by us. Payment is considered made when released from your account.
8. Missed payment charges. If You fail to make any payment due to us under this Agreement by the due date of the payment, then without limiting our remedies under this Agreement, you shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until full payment of the overdue amount. You agree to pay the interest and overdue amount.
9. Taxes. All Fees payable under this Agreement are exclusive of VAT or any other local sales taxes, for which the Client shall be responsible.

6. **Payment Processing Services**
    1. Online Payments. If you sign up for Take That Booking Online Payments, you will be able to choose which Third-Party Services you will use to process your payments. Through your selection, you will be able to process payments from your own Customers. It is your responsibility to create your Third-Party Service account with your chosen Third-Party Service payment processor. If you do not wish to keep your account with your chosen Third-Party Service payment processor, it is your responsibility to deactivate it. All disclaimers of

warranties and liability under this Agreement and Applicable Laws apply to your use of Third-Party Services.

2. Permission to use your Client Data and Other Information. By using the Services and the payment processing services as integrated with the Platform, you agree that we may provide your Client Data and other information, including an Authorisation request by your own Customer for a payment to you as intended by the Service and in accordance with the Third Party Service terms.

7. **Trial-Period Offers**
    1. If indicated on the Website, you may be allowed to access certain functionality of the Services for a trial period, during which time Fees shall not be charged. Any applicable Fees (pro rata or full), must be paid for continued use of the Services. If you do not want to continue with using the Services, you are responsible for cancelling the use of the Services through your account dashboard.

8. **Data and Intellectual Property**
    1. Use of Client Data. We agree to only process Client Data in accordance with this Agreement as is necessary to provide the Services; as directed by Administrators in their use of the Platform.
    2. You grant us a non-exclusive, worldwide, royalty-free right to use, host, copy, store, transmit, modify, and display the Client Data (i) as is necessary to provide the Services, (ii) to perform our obligations and exercise our rights under this Agreement, and (iii) for purposes of research and developing, creating, and improving the functionality of the Services.
    3. While this Agreement is in place, all Client Content and Data associated with your use of the Services will be retained on the Platform.
    4. Loss or corruption of Client Data. In the event of loss or corruption to Client Data during the transmission of data, your sole and exclusive remedy is for us to restore the Client Data from the latest back-up of such Client Data maintained by us, if any, in accordance with our thencurrent back-up procedures.
    5. Anonymising and Aggregating Data. We are permitted to process the Client Data by anonymising and aggregating it in connection with the development our Services or strategies, including for analytics, marketing, research, development, benchmarking purposes and additional services. Any derivative data shall not be considered to be Client Data.
    6. Ownership of Anonymised and Aggregate Data. We own and retain all right, title, and interest in and to Aggregate Data, including all Intellectual Property Rights therein.

7. Security and Privacy of Client Data. We will, in providing the Services, comply with our Security and Privacy policies relating to the privacy and security of the Client Data, as such policies may be amended, supplemented, or replaced from time to time by us in our sole discretion.
8. Ownership of the Services. We own and retain all right, title, Intellectual Property and interest in and to the Platform and Services including any and all deliverables and Documentation.
9. Ownership and Use of Feedback. If you choose to send us feedback, you agree that you give us a royalty-free, irrevocable, transferable right and license to use all content, information, ideas, suggestions, or other materials disclosed, submitted, in whatever manner or purposes we desire.
10. Ownership of Client Data. As between you and us, you own all rights, title, and interest in and to Client Data, including all Intellectual Property Rights therein. You may export your Client Data from the Platform at any time. Once exported, the exported Client Data is no longer covered by our security or privacy commitments under this Agreement.
11. The “Take That Booking” name, graphics and logos and the product names associated with the Services are trademarks of Cloud Business Systems LTD or third parties, and no right or licence is granted to use them.
12. License of Client Graphics. You grant us, a royalty-free, non-exclusive, worldwide, license during the Term to use and display your graphics, service marks, logos and trademarks approved by you on the Platform as required to provide the Services and for the purpose of performing our obligations under this Agreement.

9. **Indemnification**
    1. Client Indemnity. You shall defend, indemnify and hold Cloud Business Systems LTD harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including lawyers' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Client Data infringes the rights of, or has caused harm to, a thirdparty; (ii) a claim, which if true, would constitute a violation by the Client of their representations and warranties; or (iii) a claim arising from the breach by the Client or their Users of this Agreement, provided in any such case that Cloud Business Systems LTD (a) gives written notice of the claim promptly to the Client; (b) gives the Client sole control of the defence and settlement of the claim (provided that the Client may not settle or defend any claim unless they unconditionally release Cloud Business Systems LTD of all liability and such settlement does not affect Cloud Business Systems LTD 's business or Service); (c) provides to the Client all available information and assistance; and (d) has not compromised or settled such claim.
    2. Company Indemnity. Cloud Business Systems LTD shall indemnify and hold the Client harmless from and against any and all claims, costs,

damages, losses, liabilities and expenses (including all reasonable legal and professional fees and costs) arising out of or in connection with: (i) a proven claim that the Service directly infringes the copyright, or a trademark of a third-party; (ii) a claim, which if true, would constitute a substantial and actual violation by Cloud Business Systems LTD of its representations or warranties; or (iii) a claim arising from Cloud Business Systems LTD s' wilful and knowing disclosure of your Client Data to any unauthorised parties unless required by law; provided that the Client (i) promptly gives written notice of the claim to the Company; (ii) gives the Company sole control of the defence and settlement of the claim ; (iii) provides to the Company all available information and assistance; and (iiii) has not compromised or settled such claim. Cloud Business Systems LTD shall have no indemnification obligation, and the Client shall indemnify Cloud Business Systems LTD pursuant to this Agreement, for claims arising from any infringement arising from use of the Platform in a manner contrary to the instructions given by us or in contravention of the terms of this Agreement; use of the Platform in combination with other products, software, or data not supplied by us; or use of the Platform after notice of the alleged or actual infringement from us or any appropriate authority or third-party.

10. **Limitation of Liability**
    1. Nothing in this Agreement and in particular within this 'Limitation of Liability' clause shall attempt to exclude liability that cannot be excluded under applicable law.
    2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE DISCLAIMER OF WARRANTIES GIVEN BELOW, IN NO EVENT WILL (i) WE BE LIABLE FOR ANY CONSEQUENTIAL EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PLATFORM OR SERVICES. EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) THE COMPANIES TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PLATFORM AND SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO US FOR THE SERVICES AT ISSUE 3 MONTHS IMMEDIATELY PRECEEDING THE EVENT (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAT ONE INCIDENT OR CLAIM.
    3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM USE OF CLIENT DATA OR CLIENT CONTENT BY THE CLIENT OR ITS ADMINISTRATORS.

11. **Disclaimer of Warranties**
    1. The Platform, Services, any content made available by the Company on the Platform and all other Services are provided “as is”.
    2. The Company does not warrant:
        1. The accuracy, completeness or reliability of any of the content or data derived from any Services or that the Services will operate error free, virus free or without interruption.
        2. That all program defects in relation to the Services will be corrected.
        3. That the Platform and Services will operate with any hardware, software, system or data not identified in the ordering process.

12. **Cancellation, Suspension and Termination**

    1. Cancelation of all Services. You may cancel all Services at any time, through your account dashboard. Cancelling all Services means this Agreement will terminate on the expiration of the Term.
    2. Your access to the Services will cease on the expiration of the Term and your Take That Booking account will be closed.
    3. A letter, email, or telephone request to cancel your Take That Booking account is not considered a cancellation of your account with Take That Booking.
    4. You will not receive a refund for any Fees paid for the cancelled Services. You are obligated to pay all charges made to your billing account for the cancelled Services.
    5. Suspension. In the event of any breach or threatened breach of this Agreement by you or any Administrator, which includes any failure to pay Fees when due, without limiting any of our other rights and remedies, we may suspend the Services. You will continue to be charged Fees during any period of suspension. You will have ten (10) days to retrieve your Client Data from the Platform using the facilities provided in your client area, after which we may delete your Client Data from the platform.
    6. Termination by us. In addition to all termination and suspension rights we have under this Agreement and without limiting those rights, we, at our sole discretion, have the right to suspend or terminate this Agreement for any reason at any time.
    7. Agreement Termination. Immediately in the event of any termination of this Agreement or expiration of the Term:
        1. We will cease all Services on the effective date of termination or expiration of the Term, and any right you have to access the Services under this Agreement will immediately terminate.
        2. No later than ten (10) days after the effective date of termination you will be able to retrieve your Client Data from the Platform using the facilities provided in your client area, after which we may delete your Client Data from the Platform

13. **Miscellaneous Terms**

8. Assignment. The Company may assign this Agreement without requiring the consent of the Client. The Client may not assign this Agreement without the prior written approval of the Company. Any purported assignment in violation of this clause shall be void. Any actual or proposed change in control of the Client that results or would result in a direct competitor of Take That Booking directly or indirectly owning or controlling 50% or more of the Client shall entitle the Company to terminate this Agreement for cause immediately upon written notice.
9. Entire Agreement. This Agreement comprises the entire agreement between the Client and the Company and supersedes any prior negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.
10. Agreement Changes. We may amend the Agreement at any time by posting revised terms on the Platform or the applicable area of our website and the updated or revised terms will be effective as of the date of posting. Your continued use of the Services following the time at which we post a revised Agreement is your agreement to the terms as modified. If you do not agree to the revised Agreement, do not continue to use the Services. Where an amendment or update to this Agreement adds significant additional obligations on you, materially reduces your rights or materially reduces our obligations, you have the right, exercisable no later than 30 days after such change has been implemented, as your sole remedy, to terminate this Agreement or any Order by notice to us and we will refund any Fees previously paid but unused that you have paid to us regarding the then-remaining portion of any prepaid Billing Period.
11. Conflict of terms. If there is any conflict or inconsistency between the terms, covenants, or conditions in the body of this Agreement and any Order, the terms, covenants, and conditions contained in the body of this Agreement control unless otherwise expressly stated in the Order that it supersedes specified provisions in this Agreement.
12. Force Majeure. Cloud Business Systems LTD will not be held responsible to the Client for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labour disputes, strikes, any prohibition, admonishment, encouragement or restriction by any government or other legal authority that affects this Agreement and is not in force at the date of this Agreement, lockouts, lockdowns, failures of the Internet, shortages of or inability to obtain energy, raw materials, or supplies, war, terrorism, riot or acts of God.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties agree that any dispute relating to its terms or subject matter shall be subject to the exclusive jurisdiction of the English courts.

14. Legal Fees. If any legal action is necessary to enforce the terms of this Agreement, we are entitled to recover our reasonable legal fees and costs from you.
15. Independent Contractor. The Parties are independent contractors. Nothing in this Agreement will be construed to create a joint venture, partnership, or an agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.
16. Notices. All notices and communications given under this Agreement will be in writing and will be given by: (a) recorded delivery to the address stated in the applicable Order; (b) delivered by email to the email address stated in the applicable Order.
17. Severability and Waiver. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected thereby and will be binding upon the Parties and will be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement. The failure of either Party to insist upon strict performance of any provision in this Agreement will in no way constitute a waiver of its rights, at law or in equity, or a waiver of any other provisions of this Agreement or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions in this Agreement.
18. Survival. All sections of this Agreement that by their nature should survive or are expressly stated to survive, shall survive termination (or expiration) of this Agreement.
19. English Language. It is the express will of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only.