

## CUSTOMER TERMS AND CONDITIONS FOR BURROW FOR BROKERS

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Burrow for Brokers is a trading name of DPR Consulting Limited, a company registered in England and Wales under company number 03178610, having its registered address at Commodity Quay, St. Katharine Docks, London, E1W 1AZ ("Burrow").

These terms and conditions govern the Customer's use of the Services. The Customer agrees to be bound by these terms and conditions and any other additional terms and conditions which apply to its use of the Services as set out in an Order.

### 1. DEFINITIONS AND INTERPRETATIONS

1.1. The definitions and rules of interpretation in this clause apply in these T&Cs:

<b>'Account'</b>	means the account enabling Customer Users access and use of the Services. At least one account is required per Customer, but such account may be accessed by multiple Customer Users.
<b>'Account Registration Information'</b>	means the registration details set out in the Order to be provided by Customer to Burrow pursuant to clause 2.1.
<b>'Affiliate'</b>	means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Burrow where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
<b>'Burrow Platform'</b>	means the platform owned by Burrow and provided to Customer Users to access the Services by signing into the Account.
<b>'Burrow Website'</b>	means @letsburrow.com domains, or any other website notified to Customer Users by Burrow from time to time.
<b>'Confidential Information'</b>	any information identified as confidential information in clause 7 and information that is proprietary or confidential which a party knew or ought reasonably to have known was of a confidential nature irrespective of whether the information is marked as being confidential or secret.
<b>'Customer'</b>	means the Customer identified in an Order who enters into an Order(s) for the provision of Services.
<b>'Customer Data'</b>	the data inputted by Customer Users, or Burrow on Customer User's behalf for the purpose of using the Services or facilitating the Customer User's use of the Services.
<b>'Customer Personal Data'</b>	means any Personal Data that is processed by Burrow on behalf of the Customer in relation to the T&Cs, but excluding data with respect to which Burrow is data controller.
<b>'Customer User'</b>	means the Customer and those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.
<b>'Data Protection Law'</b>	means unless and until the EU General Data Protection Regulation ((EU) 2016/679) (GDPR) is

no longer directly applicable in the UK, the GDPR, the Privacy and Electronic Communications (EC Directive), Regulations 2003 (SI 2426/2003) and any laws or regulations implementing Council Directive 2002/58/EC; the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation (including any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority), as amended or updated from time to time, in the UK; and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 along with any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

<b>'Direct Debit'</b>	means upon completion of the form set out in the Order (or such other form as requested by Burrow from time to time including an electronic form) by the Customer pursuant to clause 4.2 of the T&Cs gives Burrow and its Affiliates (or if applicable via an Introducer) permission to debit the Fees payable under each Order from the Customer's nominated bank account.
<b>'Data Subject'</b>	means an individual who is the subject of Customer Personal Data.
<b>'Effective Start Date'</b>	means the start date for Services as indicated under each Order.
<b>'Fair Usage Limit'</b>	means no more than a total of 150 mortgage reports per month by all Customer Users accessing the Services.
<b>'Fees'</b>	means the fees set out in an Order, payable by the Customer to Burrow (or if applicable via an Introducer) in consideration of Burrow providing Customer Users access to the Services and any additional services in accordance with the T&Cs, and any other fees payable by Customer to Burrow under an Order.
<b>'Force Majeure Event'</b>	means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts.

<b>'Initial Period'</b>	unless otherwise stated in an Order, the initial period has the meaning given to it in clause 3.2 of the T&Cs.
<b>'Intellectual Property Rights'</b>	means patents, inventions, trade marks, trade secrets, service marks, logos, get-up, business names, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered (including rights in the nature of unfair competition rights and rights to sue for passing off) and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world and 'Intellectual Property' shall be construed accordingly.
<b>'Introducer'</b>	means the company set out as such in an Order, who introduces its customers to Burrow for the provision of Services pursuant to an Introducer Agreement.
<b>'Introducer Agreement'</b>	means the agreement entered into between Burrow and an Introducer.
<b>'Order(s)'</b>	means a signed order for the provision of Services, which incorporates these terms, schedules, appendices, attachments and any documents expressly referred to in an Order and any subsequent order executed between the parties from time to time.
<b>'Personal Data'</b>	means any personal data which is subject to protection under the applicable Data Protection Law.
<b>'Privacy Policy'</b>	Burrow's privacy policy which is available at <a href="https://www.letsburrow.com/termsandconditions">https://www.letsburrow.com/termsandconditions</a> , or such website address as may be notified to Customer Users from time to time, such document may be amended by Burrow at its sole discretion from time to time.
<b>'Renewal Term'</b>	has the meaning given to it in clause 3.2 of the T&Cs.
<b>'Services'</b>	the subscription purchased by the Customer in accordance with the T&Cs which entitles the Customer Users to access and use the Services identified in an Order (including any Support Services) via the Burrow Platform.
<b>'Support Services'</b>	means Burrow's standard customer support services in respect of the Services which is available at <a href="https://www.letsburrow.com/support">https://www.letsburrow.com/support</a> .
<b>'T&amp;Cs'</b>	means these terms and conditions, as amended from time to time in accordance with 13.1 and 13.2 including its schedules, appendices, each Order entered into by the Customer and Burrow and any additional terms and conditions which apply to the Services set out in an Order.
<b>'Taxes'</b>	means all remittance to the appropriate governmental authority of all levies, duties, assessments, deductions and withholding taxes, sales, use, property, ad valorem, value added or similar taxes imposed as a result of the T&Cs and/or the Services to the extent noted in the relevant invoice, except for any corporate business taxes, taxes based on Customer's or Burrow's income or personnel related taxes.
<b>'Term'</b>	means collectively, the Initial Period and each Renewal Period, if any.
<b>'Working Day'</b>	means a day other than a Saturday, Sunday or an English Bank Holiday.

**'Working Hours'** means the hours of 9:00 to 17:00 UK time on a Working Day.

- 1.2. The terms, "**Data Controller**", "**Data Processor**", "**processing**" and "**appropriate technical and organisational measures**" shall have the same meaning as in Data Protection Law, and their cognate terms shall be construed accordingly.
- 1.3. References to the T&Cs include its schedules, appendices and the T&Cs as amended from time to time.
- 1.4. If there is an inconsistency between any of the provisions of the T&Cs, an Order, the schedules or the appendices, the provisions in the T&Cs shall prevail.
- 1.5. 'Written communication' or 'in writing' includes email correspondence between officers of the parties authorised to represent their firm in regard to an Order.
- 1.6. Headings have been included for convenience only and will not be used in construing any provision of the T&Cs.

## 2. LICENCE, SERVICES AND ORDERS

- 2.1. Unless otherwise specified in an Order, following the execution of an Order, Burrow shall, create an Account for access to the Services. In order for Burrow to create such Account, the Customer shall within 14 days following the execution of an Order or upon Burrow's request (whichever is earlier), provide Burrow with valid, up-to-date and complete Account Registration Information. Burrow shall within 7 days following receipt of Account Registration Information create the Account for Customer. The parties acknowledge and agree that the Fees in respect of that Order shall begin on the earliest of (i) the date that the Account is created by Burrow or (ii) 21 days following execution of that Order whether (or not) an Account is created.
- 2.2. Subject to clause 2.1 and in consideration of the Customer paying the Fees, Burrow hereby grants to the Customer a non-exclusive, non-transferable licence, without the right to grant sublicences, to permit the Customer Users to use the Services in accordance with the T&Cs during the Term and solely for the Customer's business operations.
- 2.3. Burrow shall use commercially reasonable endeavours to make Services available 24 hours a day, seven days a week, except for:
  - (a) planned maintenance as published on <https://www.letsburrow.com/support> to Customer User(s) from time to time; and
  - (b) unscheduled maintenance.
- 2.4. Burrow shall (provided that the relevant Fees set out in an Order are paid by Customer), provide the Customer with Support Services in respect of the Services during Working Hours or as set out in an Order.
- 2.5. Burrow may (in consideration of the relevant fees) provide additional services to the Customer, at the request of the Customer. Any additional services shall be set out in an Order.
- 2.6. The Customer acknowledges that, other than the functionality in the specification, the Services have not been prepared to meet the Customer's individual requirements. Burrow shall not be liable for any failure of the Services to provide any expected facility or function, nor for any aspect, or content of the Customer Data.
- 2.7. Except as expressly provided in the T&Cs no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, merchantability or fitness for purpose of the Services is given or assumed by the Customer and all such warranties, conditions, undertakings and terms are hereby excluded.

## 3. TERM AND TERMINATION

- 3.1. The T&Cs shall commence on the date that the first Order is executed by the Customer and Burrow and shall remain in force until the first occurrence of any of the following events: (a) all Orders expire; (b) all Orders, or the T&Cs are terminated in accordance with clause 3.5(b); or (c) the Order is terminated in accordance with clause 3.3 or 4.2.

- 3.2. Each Order shall commence on the Effective Start Date and shall continue for an initial period of 12 months ("**Initial Period**"), thereafter each Order shall automatically renew for 12-monthly periods ("**Renewal Term**") at the end of the Initial Period and at the end of each Renewal Term.
- 3.3. The Customer may terminate an Order upon giving no less than 1 month's written notice to Burrow prior to the end of the Initial Period or a Renewal Term, in which case the relevant Order shall terminate at the end of the Initial Period or the relevant Renewal Term, as applicable. For the avoidance of doubt upon termination of the relevant Order the parties agree that there shall be no refund of any payments made in advance to Burrow for the Services.
- 3.4. Unless otherwise stated in the T&Cs, the parties acknowledge and agree that no Order may be terminated during the Initial Period or a Renewal Period.
- 3.5. Either party may terminate the T&Cs or an Order at any given time without liability to the other, upon written notice with immediate effect in the event that the other party:
- (a) materially breaches its obligations under the T&Cs or an Order, and such breach is incapable of remedy, or if the breach is capable of remedy, and the party does not remedy the breach within 30 days of written notice from the other party of such breach; or
  - (b) becomes bankrupt, suspends, or threatens to suspend payments or ceases, or threatens to cease the carrying on all or a substantial part of its business, applies for company reconstruction, goes into liquidation or otherwise may be considered to be insolvent.
- 3.6. If the T&Cs are terminated in accordance with clause 3.5, all Order's between the parties shall terminate with immediate effect from the date of termination of the T&Cs.
- 3.7. If an Order is terminated under clause 3.5 (a), all other Orders between the parties shall continue until they expire or are terminated in accordance with the T&Cs.
- 3.8. Without prejudice to its other rights and remedies under the T&Cs if Customer fails to pay any amount due under an Order and Burrow provides written notice of this fact to Customer, Burrow shall be entitled to terminate the T&Cs or the applicable Order if the amount due remains unpaid for a further 14 days from such notice. If a Customer is introduced to Burrow via an Introducer and such Customer fails to pay any amount due under an Order Burrow may within 4 weeks following the invoice due date suspend access to the Account. If the fees remain unpaid for a further 4 weeks Burrow shall be entitled to terminate the T&Cs or the applicable Order.
- 3.9. Either party may terminate an Order as set out in the relevant Order.
- 3.10. If a Customer is introduced to Burrow via an Introducer and the relevant Introducer Agreement terminates or expires, the relevant Order shall also terminate and/or expire and Burrow and the Customer may enter into a new order for the provision of Services.
- 3.11. The Parties acknowledge and agree that the initial implementation, consultancy & remote key user training may be waived at the discretion of Burrow. If it is waived and for any reason any Fees or charges are not paid by the Customer to Burrow; or the T&C or an Order is terminated prior to the end of the Initial Period, a sum equal to the implementation, consultancy & remote key user training and the full charges for any discounted and waived costs shall become due and payable by Customer to Burrow immediately.
- 3.12. On termination of the T&Cs or an Order for any reason:
- (a) all licences granted under the T&Cs or the relevant Order shall immediately terminate, and the Customer shall immediately cease use of all or the applicable Services;
  - (b) if applicable, each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;

- (c) Customer shall immediately pay all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the T&Cs or the applicable Order which existed at or before the date of termination shall not be affected or prejudiced.

#### 4. PAYMENT

- 4.1. The Customer shall pay the Fees in accordance with this clause 4 and the relevant Order.
- 4.2. The Customer shall on the Effective Start Date provide to Burrow (or if applicable to Introducer) valid, up-to-date and complete contact and billing details for Direct Debit collection and authorises Burrow, its Affiliates or if applicable the Introducer on the Effective Start Date and thereafter on each monthly or annual anniversary as indicated in the Order to debit the Fees payable from the Customer's bank account.
- 4.3. Without prejudice to its other rights and remedies under the T&Cs Burrow may disable access to all or part of the Services and Burrow shall be under no obligation to provide any or all or the Services while any amount due to be paid by the Customer under the relevant Order remains unpaid.
- 4.4. Without prejudice to its other rights and remedies under the T&Cs, Burrow shall be entitled to interest on overdue sums at the rate of 4% per annum above the base rate of Lloyds Bank PLC accruing on a daily basis and compounded on a six-monthly basis from the due date until full settlement.
- 4.5. All Fees referred to in each Order are exclusive of and net of any Taxes, and shall be added to invoices by Burrow, as applicable, and paid by the Customer.
- 4.6. Burrow shall (without obtaining the prior consent of the Customer) be entitled to increase the Fees and any other rates set out in an Order beginning on the Renewal Term of each Order. Burrow (or if applicable via an Introducer) shall provide the Customer with an invoice for such increase. If the Customer does not agree to such increase, Customer may within 28 days following the date of invoice notify Burrow of its intention to terminate the relevant Order, in which case such Order shall terminate at the end of the Initial Period or relevant Renewal Term (as applicable).
- 4.7. In the event that additional features and/or functionality is added to the Services, Burrow shall notify the Customer (including via the Burrow Website or by any other reasonable means) of such additions and any resultant increase in the Fees and unless otherwise agreed by Burrow, the Customer shall pay the increased Fees at the start of the Renewal Term of the relevant Order.
- 4.8. A Fair Usage Limit applies to the Services to ensure that the use of the Services by Customers Users is not excessive and is kept within reasonable and sensible limits. If Customer Users exceed the Fair Usage Limits for at least two (2) consecutive months, Burrow reserves the right to increase the Fees and any other rates set out in an Order at any time following the end of the second month, to cover the amount by which Customer Users exceeded the Fair Usage Limit. Any increases under this clause 4.8 are in addition to any increases set out in clause 4.6 and clause 4.7.

#### 5. CUSTOMER OBLIGATIONS

- 5.1. The Customer shall not permit any third party to use the Services without the express written permission of Burrow.
- 5.2. The Customer shall and shall procure that Customer Users shall
- (a) keep the Account password secure and confidential and ensure that such password is changed frequently;
  - (b) not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means;
  - (c) not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; and

- (d) not access all or any part of the Services in order to build a product or service which competes with any part of the Service.

5.3. The Customer undertakes that:

- (a) it shall permit Burrow to carry out an audit to establish the numbers of Customer Users. Such audit may be conducted no more than once per quarter, and this right shall be exercised with reasonable written prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- (b) if any of the audits referred to in clause 5.3 (a) reveal that any access to the Services has been provided to any individual who is not a Customer User then without prejudice to Burrow's other rights, Burrow may (at its option) promptly disable such access; and
- (c) if any of the audits referred to in clause 5.3 (a) reveal that the Customer has underpaid Fees to Burrow, then without prejudice to Burrow's other rights, the Customer shall pay to Burrow an amount equal to such underpayment as calculated in accordance with the prices set out in the relevant Order within 10 business days of the date of the relevant audit.

5.4. The Customer is solely responsible for all Customer Data that Customer Users upload, attach, access, use or modify using any part of the Services.

5.5. The Customer warrants that:

- (a) Customer Data is made available to Burrow only to the extent that the Customer has all necessary rights to do so;
- (b) Burrow is not liable for unauthorised access to or use of any Customer Data unless the unauthorised access or use results from Burrow's failure to comply with its obligations in the T&Cs or an Order; and
- (c) it retains sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.6. The Customer shall indemnify Burrow against any loss or damage sustained or incurred by Burrow as a result of any breach of the warranties in clause 5.6.

## 6. BURROW OBLIGATIONS

6.1. Burrow undertakes that the Services will perform substantially in accordance with the specification.

6.2. The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Burrow's instructions, or modification or alteration of the Services by any party other than Burrow or Burrow's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Burrow shall, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

6.3. Burrow shall maintain all necessary licenses, consents and permissions necessary for the performance of the Services.

6.4. Burrow does not warrant that:

- (a) the Customer User's use of the Services will be uninterrupted or error free; or
- (b) that the Services or any information obtained by the Customer Users through the Services will meet Customer User's requirements;

6.5. Burrow is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.6. The T&Cs shall not prevent Burrow from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or Services which are similar to those provided under each Order.

6.7. Burrow shall follow its retention procedures for Customer Data as set out in its Privacy Policy. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Burrow shall be for Burrow to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Burrow. Burrow shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Burrow to perform services related to Customer Data maintenance and back-up for which it shall remain liable).

## 7. CONFIDENTIAL INFORMATION

7.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the T&Cs. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

7.2. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

7.3. Subject to clause 7.2, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the T&Cs.

7.4. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the T&Cs.

7.5. The Customer acknowledges that details of the Services constitute Burrow's Confidential Information.

7.6. No party shall make, or permit any person to make, any public announcement concerning the T&Cs without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

7.7. This clause 7 shall survive termination of the T&Cs, however arising.

## 8. INDEMNITY

8.1. Burrow shall defend the Customer, its officers, directors and employees against any claim that the Customer User's use of the Services in accordance with the T&Cs infringes, any patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) Burrow is given prompt notice of any such claim;
- (b) the Customer provides reasonable co-operation to Burrow in the defence and settlement of such claim, at Burrow's expense; and
- (c) Burrow is given sole authority to defend or settle the claim.

8.2. In the defence or settlement of any claim, Burrow may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the T&Cs immediately and repay to the Customer (or if applicable via an



Introducer) a pro-rata portion of any Fees which may have been paid by the Customer for the balance of the Services period outstanding at the date of such termination. Other than as set out in the foregoing Burrow shall have no additional liability or obligation to the Customer.

8.3. In no event shall Burrow, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services by anyone other than Burrow; or
- (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Burrow; or
- (c) the Customer's use of the Services after notice of the alleged or actual infringement from Burrow or any appropriate authority.

8.4. The foregoing and clause 9.3 state the Customer's sole and exclusive rights and remedies, and Burrow's (including Burrow's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## 9. LIABILITY

9.1. Nothing in the T&Cs shall operate to limit or exclude either party's liability for:

- (a) death or personal injury resulting from negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability which cannot be excluded or limited under applicable law.

9.2. In no event shall either party, be liable to the other party under the T&Cs for loss of profits, or loss of business, or deletion of goodwill or similar losses, or loss of anticipated savings, or loss or corruption of data, or any special, indirect, consequential or pure economic loss, costs damages, charges or expenses howsoever arising under the T&Cs.

9.3. Each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these T&Cs shall under no circumstances exceed the total Fees paid or payable by the Customer for the provision of the Services during the 12 months immediately preceding the date on which the claim arose.

9.4. This clause 9 shall survive termination of the T&Cs, however arising.

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1. Customer acknowledges and agrees that all Intellectual Property Rights in the Services and Burrow Platform belong to Burrow or its licensors (as the case may be), and except as expressly stated herein, the T&Cs do not grant the Customer any rights to, under, or in, any Intellectual Property Rights in respect of the Services or Burrow Platform.

10.2. Burrow confirms that it has all the rights in relation to the Services and Burrow Platform that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the T&Cs.

10.3. This clause 10 shall survive termination of the T&Cs, however arising.

## 11. DATA PROTECTION

11.1. With respect to the parties' rights and obligations under the T&Cs, the parties agree that, for the purposes Data Protection Law, the Customer is the Data Controller and Burrow is the Data Processor.

11.2. The parties shall each comply with their respective obligations under Data Protection Law. Neither party shall do any act that puts the other party in breach of its obligations set out under Data Protection Law. Nothing in the T&Cs shall be deemed to prevent any party from taking the steps it reasonably deems necessary to comply with Data Protection Law.

11.3. In relation to any Customer Personal Data processed by Burrow in connection with the T&Cs, Burrow shall:

- (a) process that Customer Personal Data in accordance with the Privacy Policy;

- (b) ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential;

- (c) ensure that it has in place appropriate technical and organizational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data;

- (d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (e) notify the Customer without delay upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data;

- (f) at the written direction of Customer, delete or return Customer Personal Data and copies thereof to Customer on termination of the T&Cs unless required by applicable law to store the Customer Personal Data; and

- (g) may transfer Customer Personal Data outside the European Economic Area, and the Customer consents to any such transfer so long as:

1. Burrow provides appropriate safeguards in relation to the transfer;
2. the Data Subject has enforceable rights and effective legal remedies;
3. Burrow complies with its obligations under Data Protection Law by providing an adequate level of protection to any Customer Personal Data that is transferred;
4. Burrow complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Personal Data; and
5. the relevant transfer takes place without breach of applicable Data Protection Law.

11.4. Burrow shall use reasonable endeavours to execute all such documents and provide any assistance as the Customer may reasonably request from time to time in order for the Customer to comply with its obligations under Data Protection Law. For the avoidance of doubt, unless otherwise required by applicable law any assistance provided by Burrow under this clause may be charged to the Customer on a time and materials basis at the rates agreed between the parties from time to time.

11.5. The Customer consents to Burrow engaging sub-processors with respect to Customer Personal Data for the sole and exclusive purpose of collecting Fees and provision of the Services, subject to compliance with the T&Cs and Privacy Policy.

## 12. FORCE MAJEURE

12.1. If Burrow is prevented, hindered or delayed in or from performing any of its obligations under the T&Cs by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the T&Cs or otherwise liable for any such failure or delay in the performance of such obligations. The Affected Party shall be entitled to a reasonable extension of time for the performance of such obligations. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the T&Cs; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.2. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the Customer may terminate the T&Cs by giving one month's written notice to the Affected Party.

## 13. GENERAL

13.1. Burrow may vary these T&Cs from time to time (including but not limited to):

- (a) reflect changes in the Services or how Burrow does business (e.g., when Burrow adds or changes new or existing services, features, technologies, pricing, usage limits or benefits or removes old ones); or
- (b) for legal, regulatory, or security reasons.

- 13.2.If Burrow changes these T&Cs (except when a new service or feature is launched or in urgent situations, such as responding to legal or security requirements, in which case a prior review period may not be given to the Customer), Burrow shall publish the revised T&Cs on the Burrow Website and the Customer shall have 14 days from the publication date to review the revised terms ("Review Period"). If Customer does not agree to the revised terms, Customer may prior to the end of the Review Period, notify Burrow of its intention to terminate the T&Cs, in which case the T&Cs shall terminate at the end of the Review Period. If notice to terminate is not received by Burrow prior to the end of the Review Period, the Customer shall be bound to the revised T&Cs upon expiry of the Review Period.
- 13.3.The Customer shall not be entitled to assign, sub-licence or otherwise transfer the licence in whole or in part without the written agreement of Burrow.
- 13.4.If any provision (or part of a provision) of the T&Cs is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 13.5.If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 13.6.The T&Cs, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 13.7.Each party acknowledges and agrees that in entering into the T&Cs it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of the T&Cs, other than as expressly set out in the T&Cs.
- 13.8.Nothing in these T&Cs is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 13.9.These T&Cs do not confer any rights on any person or party (other than the parties to the T&Cs and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.10. These T&Cs or any dispute or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 13.11. The parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these T&Cs or its subject matter or formation.

