



QUIVER SOLUTIONS LIMITED - TERMS OF SERVICE

This agreement is entered into upon installation or usage of the Services, whichever is the former, and consists of an agreement between Quiver Solutions Limited, ("Quiver") and the service user ("Customer"). Quiver and Customer may be referred to in this agreement individually as a "party" and collectively as "parties".

AGREED TERMS

1. Definitions and Interpretation

- 1.1 All capitalised words are defined in Schedule 1.
- 1.2 These terms supersede any previously issued terms and conditions of purchase or supply and any terms and conditions referred to, delivered with, or contained in any purchase order of the Customer or other order confirmation.

2. Commencement and Term

- 2.1 The Contract commences when the Customer installs the Software or when Quiver commences provision of the Services, whichever occurs first. The Contract will continue until it is terminated in accordance with its terms.

3. Supply of Services

- 3.1 Quiver will supply the Services to the Customer in accordance with the Contract and with reasonable care and skill. Quiver intends to comply with all specified collection and delivery timeframes. but does not guarantee that it will always be able to do so.
- 3.2 Quiver will provide such maintenance and support in respect of the Software as it considers reasonably necessary. Quiver does not guarantee that the Software is error free or that its use will be uninterrupted. The Customer acknowledges and agrees that the existence of any errors or interruptions will not constitute a breach of the Contract.

4. Fees and Payment

- 4.1 The Customer will pay Quiver for the Services in accordance with the fee schedule set out at quiver.co.uk/pricing or at an alternative rate that the parties have agreed to, plus any applicable VAT.
- 4.2 On commencement of the Contract, the Customer will set up a direct debit mandate that will be charged weekly each Sunday or will authorise Shopify to take charges on Quiver's behalf.
- 4.3 Quiver will provide a weekly receipt on Monday of each week for the prior week's activity (Monday-Sunday) if a direct debit mandate has been instructed. If Shopify has been authorised to take charges on Quiver's behalf, Quiver will provide a monthly receipt in line with Shopify's billing cycle.
- 4.4 If the Customer fails to make any payment due to Quiver under the Contract by the due date for payment, then, without limiting Quiver's rights and remedies, Quiver may suspend the Services until payment has been made in full.
- 4.5 The Customer will pay all amounts due to Quiver under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).



5. Customer's Cooperation

- 5.1 The Customer will cooperate with Quiver in all matters relating to the Services, including providing in a timely manner, such information as Quiver may reasonably require, and ensure that it is accurate and complete in all material respects.
- 5.2 If Quiver's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (or any other party under the Customer's direction or control), Quiver will:
- (i) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
 - (ii) be entitled to payment of the Fees despite any such prevention or delay; and
 - (iii) be entitled to recover any additional costs, charges or losses it sustains or incurs that arise directly or indirectly from such prevention or delay.
- 5.3 The Customer will be responsible for:
- (i) obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services; and
 - (ii) the security and integrity of all equipment, ancillary services, data, accounts and passwords.

6. Intellectual Property and Software

- 6.1 Quiver (or its licensors) retain all Intellectual Property Rights in the Software and the Services. Quiver grants the Customer a non-exclusive licence to use the Software for the purpose of receiving the Services during the term of the Contract.
- 6.2 The Customer will not translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Software or create any derivative works from it without Quiver's prior written consent.
- 6.3 Where any reverse analysis of the Software is permitted by applicable law, the Customer may incidentally decompile the Software only:
- (i) if it is essential to do so to achieve interoperability of the Software with another software program or hardware; and
 - (ii) provided the information obtained by the Customer is only used for that purpose and is not disclosed or communicated to any third party without Quiver's prior written consent.

7. Data Protection

- 7.1 Quiver and the Customer will comply with all applicable data protection legislation and the provisions of Article 28(3) of the GDPR as implemented by law in the UK are hereby incorporated.
- 7.2 Quiver will, in relation to any personal data processed in connection with the provision of the Services:
- (i) keep the personal data confidential;
 - (ii) comply with the Customer's reasonable instructions with respect to processing personal data;
 - (iii) assist the Customer in responding to any data subject access request and to ensure compliance with its obligations under applicable data protection legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - (iv) notify the Customer without undue delay on becoming aware of a personal data breach or communication concerning compliance with data protection legislation;



- (v) at the Customer's direction delete or return personal data (and any copies) to the Customer on termination of the Contract (unless permitted to retain such data under applicable law).
- 7.3 Quiver will ensure that it has in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 7.4 The Customer will indemnify Quiver and hold it harmless from and against any data breach caused by the Customer (or any other party under its direction or control). Quiver will equally indemnify the Customer and hold it harmless from and against any data breach caused by Quiver (or any other party under its direction or control).

8. Confidentiality

- 8.1 Each party shall treat as confidential all Confidential Information of the other and shall not use or divulge such Confidential Information to any person except as permitted by the Contract (or as permitted by law).
- 8.2 Each party may disclose the other party's Confidential Information to such of its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of:
 - (i) exercising the party's rights or carrying out its obligations under or in connection with the Contract; or
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 Each party shall ensure that such recipients comply with this clause 8.

9. Limitation of Liability

- 9.1 The limitations below reflect the insurance that Quiver has in place. The Customer should obtain and maintain such insurance as it considers appropriate.
- 9.2 References to liability in this 9 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 9.4 Nothing in this 9 shall limit the Customer's payment obligations under the Contract.
- 9.5 Nothing in the Contract limits any liability which cannot be limited by law, including liability for:
 - (i) death or personal injury caused by negligence; and
 - (ii) fraud or fraudulent misrepresentation.
- 9.6 Quiver will not be responsible or liable for any damage or breakage of goods in the Special Items List. Quiver may remain liable for loss or theft of goods in the Special Items list. The Special Items List is updated by Quiver from time to time. Quiver reserves the right to define and group items into the categories used in the Special Items List as it sees fit.
- 9.7 Subject to clauses 9.3, 9.4 and 9.5 above:
 - (iii) Quiver's total liability to the Customer arising under or in connection with the Contract will not exceed the Fees paid by the Customer in the 6 months prior to the liability arising; and
 - (iv) the Customer's total liability to Quiver arising under or in connection with the Contract will not exceed the Fees payable by the Customer in the 6 months prior to the liability arising.



10. Termination

- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving 30 days' written notice to the other.
- 10.2 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
- (i) the other party commits a material breach of the Contract (and where remediable fails to remedy that breach within 7 days of being asked to do so);
 - (ii) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (iii) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.3 Without affecting any other right or remedy available to it, Quiver may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (i) the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - (ii) there is a change of control of the Customer; or
 - (iii) the Customer acts in any way which Quiver reasonably considers to be prejudicial to its legitimate business interests including the Customer acting in any way which may harm Quiver's reputation.
- 10.4 On termination of the Contract for whatever reason:
- (i) the Customer will immediately pay to Quiver (or permit Quiver to collect via direct debit mandate) all sums then due and, in respect of Services supplied but for which the Customer has not yet paid, pay to Quiver (or permit Quiver to collect via direct debit mandate) such sums;
 - (ii) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
 - (iii) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11. General

- 11.1 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 **Variation.** No variation of the Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.3 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 11.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or



part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Contract.

- 11.5 **Subcontracting.** Quiver may subcontract any of or all its rights or obligations under the Contract.
- 11.6 **Force Majeure.** Neither party will be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.7 **Notices.** Any notice or other communication given to a party under or in connection with the Contract must be sent by email to the principal contact at the Customer or in the case of notices to Quiver to matt@quiver.co.uk. The provisions of this clause do not apply to the service of any proceedings or other documents in any legal action.
- 11.8 **Third Party Rights.** No one other than a party to the Contract has any right to enforce any of its terms.
- 11.9 **Governing Law and Jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



SCHEDULE 1 - DEFINITIONS

Confidential Information	Any information that is confidential in nature concerning the other party and any associated parties including, any details of its business, affairs, customers, clients, suppliers, plans, proposals or strategy or any similar information.
Contract	The contract between Quiver and the Customer for the supply of the Services comprising the main body of this document and the Schedules.
Customer	The legal person or entity to whom Quiver supplies the Services pursuant to the Contract.
Fees	The fees payable to Quiver by the Customer for the supply of the Services.
GDPR	The General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom.
Intellectual Property Rights	Copyright and related rights, patents, design rights, trade marks, (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business name, rights to sue for passing off, rights in confidential information, goodwill, and all other similar rights existing in any part of the world.
Services	The technology, delivery and fulfilment services to be provided by Quiver (as Quiver decides from time to time) to the Customer using the Software pursuant to the Contract.
Software	The software developed by Quiver (including the source code and object code) in existence at the date of the Contract, as updated from time to time and used to provide the Services.
Quiver	Quiver Solutions Limited: Labs House, 15-19 Bloomsbury Way, London, England, WC1A 2TH (company number 16961611).

Interpretation:

In the Contract unless the context otherwise requires:

- (a) a clause, schedule or other heading in the Contract is included for convenience only and shall have no effect on the interpretation of the Contract;
- (b) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- (c) words in the singular include the plural and vice versa.