

## **Free Trial Terms & Conditions – Digital Perks**

We will make the Digital Perks Service available to you and you will provide all of your Employees with a link which will link directly with the Digital Perks website and App (“Digital Perks Site”) (“Digital Perks APP”)

During the free trial period there will be no fee’s payable and this will be free of charge.

Through the Digital Perks Service, the Employee will have the ability to directly access retailers appointed by ourselves who will grant the Employees who purchase goods through the Digital Perks Site certain benefits and/or discounts.

We have the right to remove or add participating retailers to the Digital Perks Site from time to time. While we do not specifically approve of any of the retailers we have only chosen retailers who are well known in their line of business.

Any contract for purchasing of goods or services from the Nominated Retailer will be directly between the employee and the Retailer. We are not a party to any such transaction nor are we representatives or agents of the Nominated Retailer and we have no liability to the Nominated Retailer, to you or to the Employee making the transaction for any claims which may arise as a result of the transaction carried out between the Employee and the Nominated Retailer. Similarly, we acknowledge that you are not liable to the Nominated Retailer, the Employee or us in respect of any claim arising as a result of a transaction between the Nominated Retailer and an Employee. We shall feature a disclaimer in a prominent position on the Digital Perks Site which shall inform Employees that you are not party to any contractual relations which may be created between the Employee and any Nominated Retailer and shall not be responsible for any consequence following the aforesaid relationship. The form and location of such wording to be featured on the Digital Perks Site shall be agreed between us prior to publication.

We reserve all of our rights, title and interest to the intellectual property rights in the Digital Perks Service whether or not registered or registrable including without limitation, confidential information, copyright (and future copyright) and rights in the nature analogous to copyright, inventions, patents, trade marks, service marks, trade names, domain names, design rights, database rights, moral rights and any application for the protection and registration of these rights and all renewals and extensions of the same.

Neither of us will use the other’s intellectual property rights in a manner that disparages the other party or its products or its services.

During the term of this agreement, we and you agree with each other to keep all information which we each of us obtain about the other pertaining to business and finance technology and affairs of the others strictly confidential. This obligation of confidentiality will not apply to:

information that has come into the public domain;

information which is obtained from a third party without breach of this clause or any other duty of confidence; and

information which is required to be disclosed by a governmental body or court of competent jurisdiction.

The foregoing shall not prevent a party from retaining copies of information where required by law or regulation.

Except as expressly stated in this agreement, there are no warranties, conditions, guarantees or representations as to merchantability, fitness for a particular purpose or other warranties, conditions, guarantees or representations whether express or implied in law or in fact orally or in writing between you and us. Each of us hereby acknowledges that we have not relied upon any warranty, condition, guarantee or representation made by the other unless it specifically appears in this agreement.

Neither party will assign or otherwise transfer all or any part of this agreement.

Any notices or other communication given under this agreement must be in writing and served by first class post addressed to the relevant party's address as specified in this agreement or such other address as the party may have last notified to the others in writing or a fax to such fax number as a party may have last notified to the other party in writing together with a confirmatory copy sent by first class post. Any notice so delivered will be deemed to have been served if sent by post two clear business days after the date of its posting and if sent by fax at the completion of transmission during business hours at its destination or if not within business hours at the opening of the next period of business hours subject to the sender proving that they hold a printed transmission report confirming despatch of the transmitted notice and the sender not receiving any telephone calls from the recipient to be confirmed in writing that the fax has not been received in a legible form.

Neither of party to this agreement will be liable to the other for failure to perform any obligations arising under this agreement to the extent that the failure is caused by any factor beyond the reasonable control of the parties.

No person who is not a party to this agreement will have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.

This agreement constitutes the entire agreement between us and supersedes all other agreements or other arrangements whether written or oral, express or implied between us. No variations of this agreement are effective unless made in writing signed by authorised agents of each of us.

Nothing in this agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between us and neither of us will represent itself as agent of the other or have any authority or power to bind or to contract in the name of the other party or create a liability against the other party.

This agreement is to be governed by and construed in accordance with English law and the courts of England are to have jurisdiction to settle any dispute in connection with this agreement.

We have agreed to accept its terms. The party accepting this agreement confirms that it has been authorised to do so.