

# Dext

## DEXT SOFTWARE LIMITED GENERAL TERMS AND CONDITIONS

**NOTE: These terms and conditions will become effective on 1 July 2023. Please note that we may make small changes to the form set out below to correct for technical or grammatical errors before 1 July 2023.**

### BACKGROUND

1. We are a provider of Dext Products and You wish to be provided with Dext Products, technical support and Professional Services on request.
2. The parties have agreed that these General Terms and Conditions and the relevant Order Confirmation(s) will collectively make up the Agreement (as more particularly defined below) and will apply to the supply of Dext Products by Us to You.

### THIS AGREEMENT COMPRISES OF

1. The Order Confirmation(s); and
2. These General Terms and Conditions, being:
  - 2.1 **Background, Definitions, and Interpretations**
  - 2.2 **Core Terms** at Schedule 1: these govern the relationship between Us and You in relation to the Dext Products.
  - 2.3 **Product Specific Terms** at Schedule 2: these apply only to the extent that We are to provide You with that Dext Product or Trial.
  - 2.4 **Data Processor Agreement** found [here](#): these govern the processing of personal data by Us.

### DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings:

“ACPM”	means annual pay monthly;
“Add-On”	means additional products from Dext including but not limited to Line Item Extraction; Boost, Bank Statement Extraction and additional Authorised Users;
“Agreement”	means the Agreement, as described above and formed in accordance with clause 1.4 of Schedule 1;
“API”	means an Application Programming Interface, either between Dext Products or a Dext Product and a third-party product;
“Audit Conditions”	means the terms and conditions as updated from time to time pertinent to You (or a third party authorised by You) auditing Us, as currently described in clause 10.11;
“Authorised Users”	means: <ul style="list-style-type: none"><li>• if You are a Partner, any directors, partners, employees, agents and/or independent contractors of Yours or a Permitted User (and not an employee of any of Your group companies) that You have authorised to use a Dext Product; or</li><li>• if You are a Client, any employee of Yours;</li></ul>
“Bank Statement Extraction”	means the optical character recognition data extraction tool that extracts data from bank statements and makes it available to download in a range of formats that are compatible with different accounting software;
“Boost”	means the tool You can use to speed up the processing of all submitted items currently in the 'In Processing' sections of Dext Prepare for the sales or costs workspace;
“Bundle”	means the number of Licences that a Dext Product is sold in;
“Client”	means You and Your Authorised Users as users of the Dext Products, if You are a business owner who is not a Partner;
“Confidential Information”	means any information, however conveyed or presented that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by the party as being confidential to it (whether or not it is marked “confidential information”), or which ought reasonably be considered to be confidential. Confidential information shall not however, include any anonymised or aggregated data or information that We may create or derive from observing how You use the Dext Products;
“Customer Data”	means any of the data owned by (i) You, if You are a Client, or by (ii) Your Permitted Users if You are a Partner and in each case which is provided to Us or inputted to the Dext Products in connection with this Agreement (including by Us on Your behalf);

<b>“Dext Commerce”</b>	means the data aggregation platform offered by Greenback Inc., a member of Our group of companies. This product may be sold by Us but is on and subject to the terms and conditions found at the following link <a href="https://www.greenback.com/terms">https://www.greenback.com/terms</a> (the <b>“Greenback Terms”</b> ), as may be updated or amended from time to time. To the extent that there is a conflict between these General Terms and Conditions and the Greenback Terms, the former shall prevail;
<b>“Dext Prepare for ITSA”</b>	means the product offered by Us which allows Partners to support clients with income tax self-assessment. For more information on Dext Prepare for ITSA please click on the following link: <a href="https://dext.com/uk/mtd-itsa">https://dext.com/uk/mtd-itsa</a> , as may be updated or amended from time to time;
<b>“Dext Precision”</b>	means the data cleansing tools offered by Us to Partners. For more information on Dext Precision please click on the following link: <a href="https://dext.com/uk/products/precision">https://dext.com/uk/products/precision</a> , as may be updated or amended from time to time. Dext Precision is only available in certain jurisdictions;
<b>“Dext Prepare”</b>	means the data extraction, automation and categorisation tools offered by Us. For more information on Dext Prepare please click on the following link: <a href="https://dext.com/products/prepare">https://dext.com/products/prepare</a> , as may be updated or amended from time to time;
<b>“Dext Product(s)”</b>	means the product or service provided by Us to You, including Dext Prepare, Dext Precision, Dext Commerce, Dext Prepare for ITSA, Professional Services, Add-Ons and Functional Features, and (ii) the level of access granted by Us to You to those products, as described in the relevant Order Confirmation(s). Where multiple Dext Products are purchased the definition shall apply to multiple Dext Products;
<b>“Documentation”</b>	means documents or online help (provided in any media) relating to the Dext Products which may be updated from time to time including but not limited to that made available (i) online at <a href="http://www.dext.com">www.dext.com</a> , or to (ii) You by Us via email;
<b>“Downgrade”</b>	means a change to Your Package that leads to a reduction in Fees;
<b>“Event of Insolvency”</b>	means the situation in which a party becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction), or an analogous event occurs in respect of a party in any jurisdiction to which that party is subject;
<b>“Fair Use Policy”</b>	means the fair use policy which We may update from time to time, which is currently available here: <a href="#">Fair Use Policy</a> ;
<b>“Fees”</b>	means the fee(s) specified in an Order Confirmation and any other fees, charges costs and expenses paid or payable under this Agreement by You as may be amended from time to time by Us in accordance with these Terms and Conditions;
<b>“Further Term”</b>	means (i) if You pay for Your Package on a monthly basis, subsequent one-month periods; (ii) if You pay for Your Package on an annual or an ACPM basis, subsequent 12-month periods; or (iii) if You are on a multi-year deal, for subsequent 12-month periods, in each case starting at the end of the Initial Term or, to the extent applicable, such other date as specified in the Order Confirmation;
<b>“Functional Features”</b>	means the following additional features: “Bank Service”; “Feed Service”; “Fetch Service” and “Invoice Fetch”, which can be turned on and off by You and are consumed and offered in conjunction with certain Dext Products as described in further detail in Schedule 2;
<b>“General Terms and Conditions”</b>	means these terms and conditions, including Schedules 1 and 2 and all terms embedded in the links referenced herein which shall be given effect to as though they were set out in the body of this Agreement;
<b>“HMRC”</b>	means His Majesty’s Revenue and Custom;
<b>“Initial Term”</b>	means (i) if You pay for Your Package on a monthly basis, a one-month period; (ii) if You pay for Your Package on an annual or ACPM basis, a 12-month period; and (iii) if You are on a multi-year deal, the period set out in Your Order Confirmation, in each case starting on the Start Date or, to the extent applicable, such other date as specified in the Order Confirmation;
<b>“Intellectual Property Rights”</b>	means all intellectual and industrial property rights, including patents, trademarks, logos, brand, company names, rights in databases, rights in designs, inventions, discoveries, know-how and copyrights (including rights in computer software) (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;
<b>“Line Item Extraction”</b>	means the tool which extracts each of the individual purchases that are listed in receipts, bills and invoices;
<b>“Licence Term”</b>	means the Initial Term plus any applicable Further Term;
<b>“Licence”</b>	means the permission granted to the Licensee to use the Dext Products on the terms of this Agreement during the Licence Term or any Trial;
<b>“Licensee”</b>	means You and/or Your Permitted Users;
<b>“Limits”</b>	means any usage restriction applicable to the Dext Products (or part thereof), as set out in an Order Confirmation or otherwise notified to You from time to time including by way of email;

<b>“Local Entity”</b>	means the party identified in the table below, based on Your jurisdiction, or if not identified, Dext Software Limited:		
	<b>Jurisdiction</b>	<b>Local Entity</b>	<b>Registration and Number</b>
	UK and Europe excluding France	Dext Software Limited	a limited company registered in England and Wales with registered number 7361080
	UK and Australia for Dext Precision product only	Hatch Apps Limited	a limited company registered in England and Wales with registered number 09866038
	North America	Dext Canada Limited	a corporation registered in the State of British Columbia, Canada with registered number BC1178359
	Australia	Dext Australia Ltd Pty	a private limited company registered in Australia with registered number 59 167 718 210
	France	Dext France S.á.r.l	a company registered in France with registered number 808 635 296
	South Africa	Dext South Africa Pty Ltd	a company registered in South Africa with registered number 2017 / 524478 / 07
	All other jurisdictions	Dext Software Limited	a limited company registered in England and Wales with registered number 7361080
<b>“Notice”</b>	means notice given in accordance with clause 10.10 of Schedule 1. For the avoidance of any doubt, the obligation to notify as used throughout this Agreement is an obligation to provide Notice, unless expressly stated to the contrary;		
<b>“Order Confirmation(s)”</b>	means each order confirmation specifying the Dext Products to be supplied under this Agreement. For the avoidance of doubt, an order (or anything synonymous with the same) pertaining to the Dext Products and either (i) sent by email to You outlining the order that You have confirmed, or (ii) signed by both Us and You will be considered an Order Confirmation for the purposes of this Agreement. We and You acknowledge that Order Confirmations prepared by Us and sent by email to You do not require signature;		
<b>“Package”</b>	means some combination of Dext Product(s) sold in Bundles for the price(s) and term set out, agreed and confirmed in an Order Confirmation;		
<b>“Partner”</b>	means You and Your Authorised Users, where You are an accountancy or bookkeeping firm;		
<b>“Permitted Users”</b>	means: <ul style="list-style-type: none"> <li>• if You are a Partner, You and Your clients that You permit to use the Dext Product(s) as a licensee;</li> <li>• if You are a Client, You;</li> </ul>		
<b>“Professional Services”</b>	means the consultancy services specified in an applicable Order Confirmation and may include, but not be limited to, training and marketing and team productivity advice and support and or general IT consultancy services, it being acknowledged by both parties that these consultancy services may be further detailed in a separate agreement between Us and You from time to time or any other professional services to be provided by Us as set out in an Order Confirmation;		
<b>“Start Date”</b>	has the meaning set out clause 1.4 of Schedule 1;		
<b>“Trial Period”</b>	means the limited time period during which We shall provide the relevant Dext Products as part of a Trial, as set out in an Order Confirmation;		
<b>“Trial”</b>	means, upon Your request, Us providing You with access to the relevant Dext Products with either limited functionality or for a Trial Period so that You can trial, demo or pilot those Dext Product(s) to determine if they meet Your requirements or before determining if You wish to purchase a Licence for any of those Dext Product(s). The relevant Dext Products will be provided as described in clause 1 of Schedule 2 as set out in an Order Confirmation;		
<b>“Upgrade”</b>	means a change in Your Package that leads to an increase in Your Fees;		
<b>“We (Dext, Us, Our)”</b>	means Dext Software Limited;		
<b>“You (Your)”</b>	Means the customer as set out in the relevant Order Confirmation, being either a Partner or a Client.		

**SCHEDULE 1**  
**CORE TERMS**

**1. CHOOSING THE DEXT PRODUCTS AND ORDER CONFIRMATION**

- 1.1. Unless You have chosen a Trial, You select the Dext Product(s) which is suitable for Your intended use based on the information that You provide to Us.
- 1.2. You then place Your order. Each order is an offer by You to buy the relevant Dext Products in a Package or on a pay-as-you-go basis, subject to these General Terms and Conditions.
- 1.3. Please check your order or any quote carefully before confirming it. You are responsible for ensuring that Your order and any related quote is complete and accurate.
- 1.4. Once You have placed Your order, Our acceptance of Your order takes place when We have (i) received Your payment details via Our payment platform and (ii) successfully processed payment of Your order. We will then send You an Order Confirmation at which point and on which date the Agreement between You and Us will come into existence (“**Start Date**”). The Agreement will relate only to those Dext Products confirmed in the Order Confirmation, and You are responsible for making sure that Order Confirmation is complete and accurate.
- 1.5. The Agreement is for the Initial Term and will automatically continue for consecutive Further Terms or as set out in an Order Confirmation unless terminated in accordance with clause 6 of this Schedule 1.
- 1.6. For the supply of further Dext Products, You can make a new order, which if We accept, will either amend the existing Agreement between Us or start a new Agreement, as specified in the Order Confirmation.
- 1.7. Unless expressly stated otherwise in the Order Confirmation, all Order Confirmations will be governed by the latest version of Our Terms and Conditions (as amended from time to time) available at [www.dext.com](http://www.dext.com) (or such other link or format as may be updated from time to time).
- 1.8. If there is any conflict or inconsistency between any provision of these General Terms and Conditions and any Order Confirmation, the Order Confirmation shall prevail.
- 1.9. Functional Features which may be available to You as part of Your Package are subject to the additional terms and conditions which are set out in clause 3 of Schedule 2 of these General Terms and Conditions.
- 1.10. Any terms and conditions put forward by You in any order form, purchase order or any other document which purports to place terms and conditions on Us and/or the Dext Products provided in accordance with these General Terms and Conditions or the content of the Agreement are not binding in any circumstances and are explicitly rejected by Us.

**2. FEES, PAYMENT AND CHANGES TO PACKAGES**

- 2.1. Unless You have chosen a Trial, You agree to pay the Fees in accordance with the terms specified in each Order Confirmation and without deduction or set off. All Fees will be payable in Your local currency or a currency specified by Us in the Order Confirmation. All Fees are non-cancellable and non-refundable.
- 2.2. All Fees and other charges are exclusive of applicable taxes, such as VAT and other local taxes, charges and levies imposed on Your use of the relevant Dext Products, for which You are responsible. We will add these and all applicable local taxes at the appropriate rate depending on Your location.
- 2.3. You will be invoiced by one of Our Local Entities, which is typically the Local Entity in, or responsible for, the jurisdiction in which You are located.
- 2.4. In the event of excess usage above a Limit by You or Your Permitted Users, We reserve the right to:
  - 2.4.1. invoice You for the excess usage as set out in Your Order Confirmation; and
  - 2.4.2. increase the relevant Fees by Upgrading.
- 2.5. We further reserve the right to increase Our Fees at any other time provided that the increase will not take effect until the start of any Further Term and provided You have been provided with at least one month’s notice.
- 2.6. If We have applied any discounts to the Dext Products in Your Order Confirmation, at the conclusion of the Initial Term or any Further Term to which the discount(s) has been applied, We reserve the right to charge the then current list price for any subsequent Further Term(s).
- 2.7. We reserve the right to:
  - 2.7.1. suspend the supply of and/or access to the any of the Dext Products to You where any amounts owed by You are overdue (except for Fees being disputed reasonably and in good faith), or You fail to pay or to provide valid banking details that enable Us to charge the full amount of any outstanding Fees and charges due or You fail to pay Us any sums owed for the relevant Dext Products for any reason until all such amounts have been paid in full (together with any accrued interest); and/or
  - 2.7.2. if You remain in default for more than 30 days after being notified in writing to make such payment, then We may terminate the Agreement between Us and You with immediate effect.

Interest shall be payable on overdue amounts at a rate of 2% per annum above the base rate of HSBC Plc from time to time. For the avoidance of doubt, all disputes must be raised in advance of the payment due date. We will provide prior notice of Our intention to restrict Your account by email to Your registered email address or via the Dext Product itself. You will not be able to access all of the features in Your account, and if You do not use Your account within 9 months then, subject always to clause 6 of Schedule 1, Your account may be deleted.
- 2.8. Subject to clause 2.4, You can Upgrade or Downgrade Your Package. Any change will become effective:
  - 2.8.1. in respect of any Upgrade, including by adding Add-ons to Your Package, immediately, and the Fee payable by You in respect of the then current Licence Term shall be increased to reflect the Upgrade on a pro rata basis until its expiry; and
  - 2.8.2. in respect of any Downgrade, from the expiry of the current Licence Term provided You have given Us written Notice of at least the relevant notice period specified in clause 6.1 of Schedule 1 prior to the end of the then current Licence Term. Downgrading Your Package may result in the reduction of Permitted Users, Authorised Users, Add-Ons or other Dext Products previously available to You and Your Authorised Users and/or Permitted Users.

- 2.9. Fees are payable:
  - 2.9.1. if You pay for Your Package monthly, monthly in advance either (i) on the Start Date (and monthly thereafter on the same day each month) or (ii) on the final day of the month in which You subscribed to the Dext Products (and monthly thereafter). This includes multi-year deals paid monthly, for the avoidance of doubt;
  - 2.9.2. if You pay for Your Package on an ACPM basis, or choose to Upgrade to a Package where You pay on an ACPM basis, in monthly instalments provided that if You have Upgraded, the then current Licence Term shall be increased on a pro rata basis until its expiry, and then renew for a Further Term on an ACPM basis;
  - 2.9.3. if You pay on an annual basis, annually in advance; and
  - 2.9.4. monthly in arrears if (a) You purchase any Add-ons on a pay-as-you-go basis or (b) You exceed any of Your Limits, and in each case We send You an invoice for those additional charges.
- 2.10. If You wish to terminate Your agreement with Us, You may do so, however any Fees shall continue to be due and payable until the date upon which the Licence Term terminates or expires.

### 3. USE OF DEXT PRODUCTS

- 3.1. The right to use (whether by Licence or otherwise) the Dext Products is granted to You and any applicable Permitted Users, each as identified by their unique client reference number.
- 3.2. The Dext Products may be used by Permitted Users and as a result these General Terms and Conditions shall apply to Your Permitted Users whether or not they enter into their own separate Agreement with Us. However, You shall be fully liable for each Permitted User's compliance with the relevant terms of this Agreement, including but not limited to this clause 3 of Schedule 1. Any acts and or omissions of the Permitted User shall be treated as an act and or omission of Yours. You shall immediately notify Us if You become aware of any breach of the terms of this Agreement by You or a Permitted User.
- 3.3. You will ensure that all Authorised Users comply with Your obligations under this Agreement, including Our Fair Use Policy, and that the terms of any agreement entered into between You and an Authorised User for the use of the Dext Products are consistent with this Agreement. You shall immediately notify Us if You become aware of any violation of Your obligations under this Agreement by an Authorised User and You will immediately terminate such Authorised User's access to the relevant Dext Product.
- 3.4. You acknowledge that the use of the Dext Products may be restricted by Limits. It is Your responsibility to ensure that You and Your Permitted Users do not exceed the Limits set out in Your Order Confirmation.
- 3.5. When using the Dext Products, You shall comply with Our Fair Use Policy by, for example, only using the Dext Products to request a reasonable volume of pages for extraction. You shall immediately notify Us if You become aware of any breach of Our Fair Use Policy by You, any Authorised User or Permitted User.
- 3.6. You shall ensure the security and confidentiality of all log-on identifiers, including usernames, passwords or any other credentials, assigned to, or created by, You or any Authorised User in order to access or use any Dext Product (an "ID"). You acknowledge and agree that You will be solely responsible for all activities that occur under such ID. You shall promptly notify Us upon becoming aware of any unauthorised access to or use of any Dext Product and provide all reasonable assistance to Us to bring an end to such unauthorised access or use. Your ID is for Your internal use only and You may not sell, transfer or sublicense any ID to any other entity or person, except that You may disclose ID to Authorised Users in accordance with this Agreement.
- 3.7. You shall designate one contact and one alternate as the responsible party for communication with Us during any term of this Agreement ("**Your System Administrator**"). You may amend Your System Administrator by Notice to Us from time to time.
- 3.8. You acknowledge that You have no right to have any Dext Product in source code form or in unlocked coding of any kind. You agree that You must not attempt to (nor permit any third party, or agree to use any systems, process or software) intended to in any way remove or circumvent any security devices present within a Dext Product.
- 3.9. Except to the extent such actions cannot be prevented, You, any Authorised User and any Permitted User, shall not (nor permit any third party to) disassemble, decompile, modify, support, maintain, adapt, reverse engineer, merge or make error corrections to any Dext Product, in whole or in part, or in any way expose the source code, instruction sequences, internal logic, protocols, or algorithms of any Dext Product. Nothing in this clause shall prevent You from configuring interfaces and other elements in a Dext Product which are intended by the parties to be configured by You.
- 3.10. You shall:
  - 3.10.1. obtain and maintain all necessary licences (excluding licences to the software used by Us to deliver the Dext Products), consents, and permissions necessary for Us, Our contractors and agents to perform Our obligations under this Agreement, including without limitation the Dext Products;
  - 3.10.2. ensure that Your network and systems comply with the relevant specifications provided by Us or made available by Us through Our website from time to time;
  - 3.10.3. be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing Your network connections and telecommunications links from Your systems to Our data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.
- 3.11. You shall not:
  - 3.11.1. access, store, distribute or transmit any worms, trojan horses, viruses and other similar things or devices, or any material during the course of Your use of the Dext Products that:
    - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
    - facilitates illegal activity;
    - depicts sexually explicit images;
    - promotes violence;
    - is discriminatory based on race, national origin, gender, colour, religious belief, sexual orientation or disability; or
    - is otherwise illegal or causes damage or injury to any person or property, and We reserve the right, without liability or prejudice to Our other rights to You, to disable Your access to any material that breaches the provisions of this clause.
  - 3.11.2. subject to clause 10.6, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Dext Products and/or Documentation available to any third party (other than to Your Permitted Users); or

- 3.11.3. attempt to obtain, or assist third parties in obtaining, access to the Dext Products and/or Documentation, other than for Permitted Users or as otherwise provided for under this clause 3; or
- 3.11.4. perform penetration testing on any Dext Product.
- 3.12. We shall have the right to inspect Your use of the Dext Products, which may include without limitation, allowing Us to review things such as Permitted Users, Authorised Users and similar, for the purposes of ensuring that You are complying with the terms of this Agreement. In carrying out such an inspection We will comply with any reasonable restrictions You require, and We will only request such an inspection where We believe We have reasonable cause to do so. In the event that You have unauthorised copies of the Dext Products, without prejudice to any other rights or remedies that We may have, You shall pay an additional fee to Us in respect of any such unauthorised copies calculated by reference to the standard list price prevailing at the date of invoice in respect of such Dext Product.
- 3.13. You acknowledge that the Dext Products are provided on an “as is” basis and have not been prepared to meet Your individual requirements. It is Your responsibility to ensure the Dext Products meet Your requirements.
- 3.14. We make no representations, warranties or guarantees in respect of the Dext Products, whether in respect of its availability, performance, quality, accuracy, suitability or its appropriateness for Your or Your Permitted Users’ needs or otherwise.
- 3.15. We reserve the right to amend any aspect of the Dext Products from time to time if required by any applicable statutory or regulatory requirement or to improve the Dext Products. Any such improvement will not materially adversely affect the nature or performance of the Dext Products.
- 3.16. We do not warrant that:
  - 3.16.1. Your use of the Dext Products will be uninterrupted or error-free; or
  - 3.16.2. that the Dext Products, Documentation and/or the information obtained by You through the Dext Products will meet Your requirements.
- 3.17. We are 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 You acknowledge that the Dext Products and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.
- 3.18. You indemnify Us against any loss or damage We incur as a result of Your breach of this clause 3 or any other term of this Agreement.

#### 4. CUSTOMER DATA

- 4.1. As between Us and You, You shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. You consent to Our use and Our hosting provider’s use of the Customer Data for the purposes of providing the Dext Products. For the avoidance of doubt, if You are a Partner, it is acknowledged that the actual owner of the relevant Customer Data may be Your Permitted User and that is whom We will return Customer Data to in accordance with Our Data Processor Agreement upon request. We are not liable or responsible for the ownership of any Customer Data as between You and Your Permitted Users and it is Your responsibility to maintain any copies of Your Customer Data as necessary to comply with applicable laws including those laws related to audit and record keeping requirements for invoices.
- 4.2. You indemnify Us against any loss or damage We incur as a result of, or in connection with, any third-party claim alleging that any of the Customer Data infringes or misappropriates that third party’s intellectual property rights and will promptly pay Us the amount of any adverse judgment or settlement together with Our reasonable legal fees in relation to such a claim.
- 4.3. In the event of any loss or damage to Customer Data, Your sole and exclusive remedy against Us shall be for Us to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Us. We 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 Us to perform services related to Customer Data maintenance and back-up).

#### 5. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 5.1. You acknowledge that all Intellectual Property Rights (including any new Intellectual Property Rights) arising out of or in connection with the Dext Products and associated Documentation, belong at all times to Us or Our licensors.
- 5.2. Nothing in this Agreement shall transfer any Intellectual Property Rights in or arising from the Dext Products or Documentation to You but that these shall remain vested in Us or Our licensors. No rights to use any such Intellectual Property Rights are granted, except as expressly stated in these General Terms and Conditions or the relevant Order Confirmation. If, notwithstanding this, any Intellectual Property Rights in or arising from the Dext Product and/or Documentation are acquired by You (including any new Intellectual Property Rights), You hereby assign (and to the extent that any such Intellectual Property Rights are not capable of such assignment, agree to hold on trust) and agree to do all such things and sign all such documents as We may reasonably require in respect of the assignment of all such Intellectual Property Rights to Us or Our licensors as may be appropriate.
- 5.3. We warrant that We are not aware that the Dext Product(s) any Documentation, information, data, computer facilities or material that We supply, or Your use of the same in accordance with the terms of this Agreement will infringe any third party’s Intellectual Property Rights but We have not carried out any investigation into the same.
- 5.4. Any claim that Your use of the Dext Product(s) any Documentation, information, data, computer facilities or material that We supply, infringes a third party’s Intellectual Property shall be an “**Infringement Claim**”. If an Infringement Claim is alleged or threatened against either You or Us, or if We believe that the Dext Product or the Documentation or any part thereof may infringe any third party’s copyright or UK registered patent (effective at the date of this Agreement), We may, at Our sole option: (i) procure such licence, authorisation or consent as is necessary to enable Your continued use of the Dext Product and/or the Documentation; (ii) modify or replace the same as necessary to avoid infringement without any material adverse effect to the functionality of the Dext Product; or (iii) terminate this Agreement and/or the affected Order Confirmation and refund an amount equal to the unused portion of any Fees pre-paid in respect of the Licence to use the Dext Product and/or Documentation, as the case may be. This will be Your sole and exclusive remedy with respect to any Infringement Claim.
- 5.5. All Intellectual Property Rights in the Customer Data that belong to You or Your Permitted Users or licensors (“**Your IP**”) shall remain with You, You hereby provide to Us a non-revocable, non-transferable (save to any of Our Sub Processors or subcontractors), non-exclusive licence for the Licence Term to copy, modify and otherwise use Your IP insofar as is strictly necessary for Us to provide You with the Dext Product.

## 6. TERMINATION AND SUSPENSION

- 6.1. You may terminate an Order Confirmation (and, if applicable, this Agreement) at the end of the Initial Term or Further Term (as applicable) by giving Us 30 days' Notice in advance of the commencement of a Further Term in accordance with clause 10.10.
- 6.2. If a party is in material breach of its obligations (which is capable of remedy) (the "**Defaulting Party**") under this Agreement the other party (the "**Non-Defaulting Party**") must provide Notice to the Defaulting Party providing the Defaulting Party 30 days to remedy the material breach. If the material breach is not remedied the Non-Defaulting Party may, without prejudice to its other rights and remedies and at its option, terminate the Agreement or any affected element of the Dext Product (provided such Dext Product can be effectively severed from the other Dext Products) by a further Notice to the Defaulting Party, such termination to be effective immediately on receipt of the further Notice (unless expressly agreed otherwise (in writing) between the parties).
- 6.3. Either party may terminate this Agreement with immediate effect on Notice if the other party is subject to an Event of Insolvency or in the event of a material breach incapable of remedy.
- 6.4. Without affecting any other right or remedy We may have under this Agreement We reserve the right to:
  - 6.4.1. cancel Your subscription and delete Your account without notice if neither You nor any of Your Authorised Users have accessed Your account or used any of the Dext Products for at least 3 consecutive months. Each of Your Permitted Users will be considered as an independent and separate account for the purpose of calculating the inactive period;
  - 6.4.2. suspend or cancel the provision of Dext Products and/or Documentation to You and/or Permitted Users from time to time at Our sole discretion; and
  - 6.4.3. terminate this Agreement immediately if You undergo a change of Control, or otherwise at any time by giving 30 days' Notice.
- 6.5. The termination of this Agreement or any Order Confirmation in whole or in part for whatever reason shall not affect any provision of this Agreement which is expressed, or by its nature, implied to continue, survive or come into force in the event of such termination. Upon termination of this Agreement in whole or in part for any reason:
  - 6.5.1. You shall (without prejudice to any other rights and remedies) promptly pay to Us all Fees which are due or outstanding in respect of part of the Agreement or Order Confirmation that has been terminated;
  - 6.5.2. the parties shall, upon the request of the other, either delete or return any Confidential Information, save for nothing will prevent either party from retaining any Confidential Information as may be required by applicable law or internal retention policies;
  - 6.5.3. You and Your Permitted Users shall cease using the Dext Products and shall, at Our request, return or destroy as soon as reasonably practicable any copies of the Dext Product(s) or Documentation subject to such termination;
  - 6.5.4. Subject to clause 2.15 of the Data Processor Agreement, We will action Your instruction pertaining to the return or deletion of Your personal data.
  - 6.5.5. We may at Our discretion still provide You with access to the Dext Products and/or Documentation provided that:
    - You only use the Dext Products to retrieve any of Your Customer Data in accordance with the terms of this Agreement;
    - You access and use the Dext Products entirely at Your own risk and therefore We shall not be liable for any claim, damages or other liability arising from or in connection with Your use of the Dext Products post termination; and
    - We reserve the right to revoke all access to Your account, thus preventing You from accessing the Dext Products without Notice.
  - 6.5.6. We may destroy or otherwise dispose of any of the Customer Data in Our possession, unless We receive, no later than ten days after the date of the termination of this Agreement, a written request for the delivery to You of the then most recent back-up of the Customer Data. We shall use reasonable commercial endeavours to deliver the back-up to You within 30 days of receipt of such a written request, provided that You have, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by Us in returning or disposing of Customer Data.

## 7. CONFIDENTIAL INFORMATION

- 7.1. Each party may be given access to Confidential Information from the other party either in pre-contractual discussions or in order to perform its obligations or receive delivery under this Agreement. Confidential Information will not be deemed to include information that:
  - 7.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
  - 7.1.2. was in the other party's lawful possession before the disclosure;
  - 7.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 7.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence;
- 7.2. Subject to clause 7.4 below, each party will hold the Confidential Information in confidence and not make the Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as contemplated by this Agreement.
- 7.3. Each party may disclose the other party's Confidential Information to its employees, agents and sub-contractors only as reasonably required to perform its obligations under this Agreement and shall procure that any employees, agents or sub-contractors to whom such information is disclosed enter into written confidentiality obligations in respect of such Confidential Information that are at least as stringent as those in this clause 7.
- 7.4. 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.
- 7.5. Where Confidential Information is shared pursuant to clause 7.4, neither party will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 7.6. If You receive a request under the Freedom of Information Act relevant to the governing law of this Agreement (the "**Act**") which relates to any of the Confidential Information and You are a government body to which the Act applies, You shall consult Us and consider Our responses

concerning the said request. In reaching a decision on disclosure You shall take into account its obligations under this Agreement and the representations made in connection with the request by Us.

7.7. The provisions of this clause 7 will continue notwithstanding the termination of the Agreement.

## **8. LIMITATION OF LIABILITY**

- 8.1. Except as set out in this Agreement, all warranties, conditions and other terms whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.2. You assume sole responsibility for results obtained from Your use of the Dext Products and the Documentation, and for conclusions drawn from such use. We shall have no responsibility or liability whatsoever for: (i) if You are a Partner, any advice You provide to Your Permitted Users or any loss or decisions You or Your Permitted Users make; (ii) if You are a Client, any advice provided to You by any accountant who is linked to Your account in the relevant Dext Product or any decisions You or Your accountant make or (iii) the accuracy or content of any submissions You make to any third party, including HMRC using the Dext Prepare for ITSA product, or as part of any audit trails controls in the meaning of article 289, IV of the French general tax code, and We shall have no liability for any loss or damage caused by such advice given, decisions taken or submissions made.
- 8.3. Subject to clause 8.5 and clause 1.4 of Schedule 2, the total aggregate liability of either party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement or any Order Confirmation shall be limited to an amount equal to the Fees paid to Us in the Initial Term or Further Term (as applicable) under the relevant Order Confirmation.
- 8.4. Subject to clause 8.5, neither party shall be liable for any misrepresentation (other than fraudulent misrepresentation), loss of profits, loss of business, goods or contract, depletion of goodwill or loss of use (in each case whether direct or indirect), cover or punitive damages, cost or procurement of substitute service nor for any indirect, special, incidental or consequential loss or damage suffered by the other in connection with this Agreement whether an action in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages save for nothing shall prevent Us from recovering any direct loss of revenue as a result of Your abandonment or deliberate default of this Agreement. The foregoing disclaimer will not apply to the extent prohibited by law.
- 8.5. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury resulting from negligence; fraud; or any other liability which may not be properly limited or excluded under applicable law nor (for the avoidance of doubt) Your obligation or liability to pay all and any of the Fees under this Agreement.

## **9. DISPUTES**

- 9.1. This clause 9 shall not apply to unpaid undisputed Fees which, for the avoidance of any doubt, shall be deemed to be a material breach and shall be dealt with under clause 6.1 of Schedule 1, as applicable.
- 9.2. Where discussions take place between parties to explore or resolve dissatisfaction such discussions shall take place on a without prejudice basis save for where otherwise expressed to be made on an open basis.
- 9.3. In the event of any other dispute, or where the parties agree, any dispute over Fees, the parties agree to the following procedure:
  - 9.3.1. that the representatives for each of Us in relation to the applicable Order Confirmation shall, in the first instance attempt to agree a resolution for such dispute. If after 30 days (or such other time as agreed) such representatives are unable to resolve the dispute each of You and We shall arrange for a senior representative to attend one or more meeting solely in order to resolve the matter in dispute. Such meetings shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question.
  - 9.3.2. If a Dispute is not resolved in accordance with the Dispute Procedure, then such Dispute can be submitted by either party to the English courts.
  - 9.3.3. Nothing contained in this clause 9 shall restrict either party's freedom to commence summary proceedings to procure or ensure performance of obligations and/or any required action to prevent further damages, preserve any legal right or remedy or to prevent the misuse of any of its Confidential Information.

## **10. GENERAL**

- 10.1. We reserve the right to revise the terms of the Agreement by updating these General Terms and Conditions on Our website. You are advised to check the website periodically for notices concerning such revisions. Your continued use of the Dext Products shall be deemed to constitute acceptance of any revised terms.
- 10.2. Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may be held by any body of competent jurisdiction to be illegal invalid or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect. Each of Us hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- 10.3. Each party confirms the intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the application of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or an Order Confirmation. Notwithstanding any Permitted User's status of Licensee under this Agreement, nothing in this Agreement is intended to create a direct contractual relationship between Us and the Permitted User (other than Us and You). You warrant and undertake that any and all claims arising in connection with this Agreement shall be brought by You. You will indemnify Us for and against all costs, claims, demands, expenses (including reasonable legal costs) and liabilities of whatever nature incurred by or awarded against Us as a result of any claim brought against Us by any Permitted User, save for where that Permitted User is bringing a claim in connection with an agreement that Permitted User is a party to, with Us.
- 10.4. The construction, validity, and performance of this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales, and each party, subject to clause 9 of Schedule 1, irrevocably submits to the exclusive jurisdiction of the English Courts. As both parties benefit from the certainty of setting out all relevant rights and liabilities, this Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, made between Us. In entering into this Agreement, You acknowledge and accept that You have not relied on any pre-contractual statement.



- 10.5. We may refer to You as a client and as a user of Dext Products in Our marketing and public relations materials.
- 10.6. With the exception of payment obligations, if due performance of this Agreement by Us is affected in whole or in part by any reason or any event, delay or failure beyond the reasonable control of such party and occurring without that Our fault or negligence, with the exception of strikes or other labour problems involving Our employees, respectively (a "Force Majeure Event"), We shall be under no liability for any loss, damage, injury, or expense of whatever kind, howsoever caused, suffered by the other party due to the affected performance. We shall use reasonable efforts to avoid or overcome the causes affecting performance as soon as it becomes practical to do so.
- 10.7. You shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under this Agreement, or purport to do so, without the prior written consent of Us (such consent not to be unreasonable withheld or delayed). We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations under this Agreement including to any sister, subsidiary or parent company, or successor in interest in the event of a corporate reorganization, sale or merger.
- 10.8. Any failure to exercise or delay by either of Us in exercising a right or remedy arising in connection with this Agreement shall not constitute a waiver of such right or remedy or of any other rights or remedies. No single or partial exercise of any right or remedy provided under these General Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.9. In performing its obligations under the agreement, both parties shall comply with all applicable laws, statutes, regulations.
- 10.10. Any Notice, claim or demand to be given by either party to the other in connection with this Agreement shall be sufficiently given served or made by: (i) written communication; (ii) in English; (iii) provided by email or letter, where letter sent by pre-paid first class or by following the online prompts on Our website or mobile app; (iv) expressed as a Notice under or with reference to these General Terms and Conditions; and (v) addressed to the attention of the appropriate person within that party. Nothing in the provision shall do away with the service provisions under the Civil Procedure Rules relevant to England and Wales. Notices to Us must be sent to partners@dext.com if You are a Partner or support@dext.com if You are a Client, or in either case to any other email address notified to You by Us from time to time. We will send notices to You to the then current email address on Your account.
- 10.11. Where Your Agreement with Us grants You a right to audit Us (or where We otherwise permit the same), that right shall be subject to the following conditions:
- 10.11.1. You must sign a non-disclosure agreement in terms acceptable to Us prior to undertaking such audit;
- 10.11.2. You shall give Us no less than 30 days' Notice that You wish to conduct any audit.
- 10.11.3. You shall accept documentation (or other evidence) of Our ISO27001 accreditation as sufficient to satisfy any and all audit requirements, except if We agree otherwise explicitly in writing, and in which case further terms will be agreed including details on the conduct of people conducting the audit on Your behalf who must be accompanied by a member of Our Staff at all times whilst on site during the audit (if applicable);
- 10.11.4. If We agree to an audit other than Our ISO27001 accreditation, then:
- You must use Your reasonable endeavours to ensure that the conduct of any such audit does not unreasonably disrupt Our normal business operations;
  - You will comply with Our relevant IT and security policies whilst carrying out any such audit;
  - Any audit shall be remote only unless We agree otherwise in writing;
  - Any audit shall be limited to half a day on a date which is mutually convenient as agreed with Us;
  - Conducted Monday to Friday excluding bank holidays and public holidays in England and Wales and during the hours of 0900 and 1700 (BST or GMT, as applicable);
  - Conducted in accordance with Our ISO27001 controls.
- 10.11.5. We reserve the right (acting in Our sole discretion) to refuse the sharing of anything which may compromise: (i) the security of Us (including Our Data), Our Customer Data or other customer's data; or (ii) the rights and freedoms of Our representatives; and
- 10.11.6. Save for where the Agreement explicitly states otherwise, all audits are subject to a charge on a time and materials basis, at prevailing rates which We will specify in advance.
- 10.12. Where You fail to meet any one of the Audit Conditions, We reserve the right to, at Our discretion: a) postpone the audit; b) terminate the audit early; and c) request the immediate deletion or return (at Our request), of any recordings taken without Our prior written consent. Our rights here are without prejudice to any other rights and remedies We may have.

**SCHEDULE 2**  
**PRODUCT SPECIFIC TERMS**

**1. TRIALS**

- 1.1. In consideration of and conditional upon You requesting and Us accepting Your request for a Trial as set out in the relevant Order Confirmation, We grant You a non-exclusive, revocable, non-transferable right, without the right to grant sub-licences, to use the relevant Dext Products and Documentation that are the subject of the Trial for the relevant Trial Period. Such right shall commence on the provision of the Dext Products and shall continue for the Trial Period as set out in the applicable Order Confirmation
- 1.2. We reserve the right to revoke the licence granted under paragraph 1.1, and terminate this Agreement, at any time and without notice by preventing You from accessing the Dext Products.
- 1.3. You shall use the Dext Products and/or Documentation during a Trial strictly in accordance with the terms of this Agreement and You shall not:
  - 1.3.1. use or attempt to use the Dext Products accessed as part of the Trial for the purpose of processing receipts relating to Your own business.
  - 1.3.2. attempt to circumvent any limitations placed on the Dext Products during the Trial.
- 1.4. We shall not be liable for any claim, damages, loss or other liability arising from or in connection with Your use of the Dext Products and/or Documentation during the Trial. For the avoidance of doubt, during the Trial, this paragraph shall apply in place of clause 8.3.
- 1.5. You understand that in order to use the full functionality of the Dext Products, You must make an order with Us for a Licence, in accordance with these General Terms and Conditions.

**2. DEXT PRODUCTS**

- 2.1. In consideration of and conditional upon the full payment of the applicable Fees to Us (on the terms set out in the relevant Order Confirmation) We grant You a non-exclusive, revocable, non-transferable right, without the right to grant sub-licences, to use the Dext Product(s) confirmed in the Order Confirmation. Such right shall continue for the Licence Term as set out in the applicable Order Confirmation. This clause 2 shall apply to all Dext Products unless expressly stated otherwise.
- 2.2. We reserve the right to add, delete, and amend features of the Dext Product(s) without notice (including for the avoidance of doubt, turning off or limiting APIs). In relation to any APIs relating to the Dext Product(s) that We have changed or discontinued, We will use commercially reasonable efforts to continue supporting the previous version of any API so changed or discontinued for 12 months after the change or discontinuation, except if doing so meeting any of the following criteria: (a) it would pose a security or intellectual property issue or risk; (b) is economically or technically burdensome; or (c) is needed to comply with the law or requests of governmental entities.
- 2.3. You understand that certain Dext Product(s) are subject to Limit rules set by Us and/or Our licensors who provide those Dext Products to You. You may not attempt to override or circumvent any of the usage rules embedded into the Dext Products. Any unauthorised reproduction, publication, further distribution, or public exhibition of Dext Products.
- 2.4. You understand that the Dext Products are provided for business use only.

**3. DEXT FUNCTIONAL FEATURES**

**General Terms applying to all Functional Features**

- 3.1. In consideration of and conditional upon You requesting and Us accepting Your request for Functional Feature(s) (on the terms set out in the relevant Order Confirmation), We grant You a non-exclusive, revocable, non-transferable right, without the right to grant sub-licences, to use the Functional Feature(s) confirmed in the Order Confirmation.
- 3.2. To use the relevant Feature(s), You must have a Dext account and then contact Us to make a request for the Functional Feature(s). You will receive the Functional Feature(s) communicated to You in the Order Confirmation.
- 3.3. Your access to the applicable Functional Feature(s) will commence upon You following the onscreen prompts to place an order for the Functional Feature or by telling Us by phone or email.
- 3.4. At the end of the first and each subsequent monthly period, Your ability to use the relevant Functional Feature will continue automatically for a further month, unless You provide Us with a month's Notice that You wish to cancel Your ability to use the Functional Feature.
- 3.5. Your ability to use the Functional Feature(s) will end automatically if You cancel Your Dext subscription, or Your Dext subscription is otherwise terminated under these General Terms and Conditions.
- 3.6. We may, at Our discretion, change the terms of this clause 4 or any aspect of the Functional Feature(s). We will use reasonable endeavours to notify You in advance of any such changes. Your continued use of the Functional Feature(s) after any changes to these terms and conditions constitutes Your acceptance of the changes. If You do not agree to any changes, You may cancel Your ability to use the relevant Functional Feature.

**Bank Service and Feed Service Functional Feature - Specific Terms**

- 3.7. You acknowledge and agree that, in order to enable provision of the Bank Service and Feed Service, You may need to pass Your User Credentials for each Supported Bank to which You wish to connect to Us and/or Our Bank Service feature Authorised Partner. Our Bank Service feature Authorised Partner will only use Your User Credentials to access Your account with any Connected Bank(s) in order to fetch bank statements from them and/or to obtain a feed of Your account data on Your behalf.
- 3.8. In the course of establishing a connection with a Connected Bank, You may additionally be required to confirm Your acceptance of Our Bank Service feature Authorised Partner's terms and conditions and/or privacy policy.
- 3.9. In relation to the specific "**Extraction Service**" feature, upon first connection to a Connected Bank, the Bank Service will extract Your bank statements stored within the relevant Connected Bank's web portal. Following this, the Bank Service will connect to the Connected Bank's web portal every 7 days and retrieve any additional bank statements. Whilst We aim to ensure that Your bank statements are available within 2-3 minutes of Your User Credentials having been verified by the relevant Connected Bank, in certain circumstances this process may take up to 24 hours.

- 3.10. In relation to the "**Feed Service**" feature, upon first connection You will be asked to confirm that You authorise Dext and Our Bank Service feature Authorised Partner to access and draw down Your bank data at scheduled intervals. You may be required to re-confirm such authorisation on a periodic basis thereafter.
- 3.11. Before requesting connection to a Supported Bank please verify that the sharing of Your User Credentials with Our Bank Service feature Authorised Partner, and their usage of those User Credentials to fetch bank statements and/or to provide a feed of Your bank account data on Your behalf, will not contravene the terms of Your contract with the relevant Supported Bank.
- 3.12. Whilst We endeavour to ensure that the Bank Service Feature supports as many banks as possible, We provide no guarantee that Your bank will be a Supported Bank.
- 3.13. Please note that this feature may be unavailable if:
- 3.13.1. the website of any Connected Bank is unavailable for any reason;
- 3.13.2. the UI (User Interface) of the website of any Connected Bank has changed since a connection to that Connected Bank was initially established;
- 3.13.3. the User Credentials that You have provided to Our Authorised Partner are incorrect, invalid or are out of date; or
- 3.13.4. a Connected Bank uses 2 factor authentication.
- 3.14. It is acknowledged that clauses 4.7 to 4.13 of this Schedule 2 relate to the Bank Service and Feed Service feature only, and in respect of the same clauses, the capitalised terms used and not otherwise defined have the following meanings:

<b>"Connected Bank"</b>	means a bank or building society from which You have Authorised Us and/or Our Bank Service feature Authorised Partner to fetch bank statements and/or obtain a feed of Your bank account data on Your behalf.
<b>"Bank Service"</b>	means the service operated by Dext which enables You to extract bank statements and/or to obtain a feed of Your bank account data from a Connected Bank.
<b>"Bank Service Feature Authorised Partner"</b>	means the authorised third party (authorised by the Financial Conduct Authority in the UK or any equivalent regulator in other jurisdictions) We use to access Your account with a Connected Bank in order to provide the "Bank Service" feature.
<b>"Supported Bank"</b>	means those banks, as may be added to or varied from time to time, from which the Service is capable of fetching bank statements and/or obtaining a feed of Your bank account data. The current list of Supported Banks in Your jurisdictions can be provided upon request.
<b>"User Credentials"</b>	means any username, password and/or other service-specific identifier(s) You provide to Us and/or Our Bank Service feature Authorised Partner for the purpose of enabling Us to provide the Service.

#### **Fetch Service Functional Feature**

- 3.15. You acknowledge and agree that, in order to enable provision of the Fetch Service, You will need to pass Your User Credentials for each Supported Supplier to which You wish to connect to Our Fetch Partner. Our Fetch Partner will only use Your User Credentials to access Your account with any Connected Supplier(s) and to fetch Documents from them on Your behalf.
- 3.16. Upon first connection to a Connected Supplier, the Fetch Service will fetch Your Documents stored within the relevant Connected Supplier's web portal. Following this, the Fetch Service will connect to the Connected Supplier's web portal every 7 days and retrieve any additional Documents.
- 3.17. Whilst We aim to ensure that Your Documents are available within 2-3 minutes of Your User Credentials having been verified by the relevant Connected Supplier, in certain circumstances this process may take up to 24 hours.
- 3.18. Before requesting connection to a Supported Supplier please verify that the sharing of Your User Credentials with Our Fetch Partner, and their usage of those User Credentials to fetch Documents on Your behalf, will not contravene the terms of Your contract with the relevant Supported Supplier.
- 3.19. We do not guarantee that a specific supplier with which You have contracted will be a Supported Supplier.
- 3.20. Please note that the Fetch Service may be unavailable if:
- 3.20.1. the website of any Connected Supplier is unavailable for any reason;
- 3.20.2. the UI (User Interface) of the website of any Connected Supplier has changed since a connection to that Connected Supplier was initially established;
- 3.20.3. the User Credentials that You have provided to Our Fetch Partner are incorrect, or are out of date;
- 3.20.4. a Connected Supplier uses 2 factor authentication; or
- 3.20.5. You do not have permission to view billing pages for a specific account.
- 3.21. It is acknowledged that clauses 4.17 to 4.23 of this Schedule 2 relate to the Fetch Service features only, and in respect of the same clauses, the capitalized terms used and not otherwise defined have the following meanings:

<b>"Connected Supplier"</b>	a third-party supplier from which You have authorised Our Fetch Partner to fetch Documents on Your behalf.
<b>"Documents"</b>	means bills, invoices and statements (as applicable) issued to You by third party suppliers with which You have contracted.
<b>"Fetch Partner"</b>	the third party We use to access Your account with a Connected Supplier and fetch Documents on Your behalf.
<b>"Fetch Service"</b>	means either the invoice fetch feature, or the bank fetch feature (each of which are for Australian customers only), operated by Dext which enables You to fetch Documents from Connected Suppliers.

"Supported Supplier"	means those third-party suppliers, as may be added to or varied from time to time, from which the Fetch Service is capable of fetching Documents.
"User Credentials"	means any username, password and/or other service-specific identifiers You provide to Our Fetch Partner for the purpose of accessing Your account with a Connected Supplier and fetching Documents.
"You"	means You, the user of the Fetch Service.

#### 4. PROFESSIONAL SERVICES GENERAL

- 4.1. We will perform the Professional Services specified in the applicable Order Confirmation on a time and materials basis as set out in that Order Confirmation.
- 4.2. If You cancel or postpone Professional Services, Fees may be payable in accordance with the terms provided to You in relation to the Professional Services via an Order Confirmation.
- 4.3. Unless expressly stated to the contrary, all Professional Services detailed in an Order Confirmation are estimates only and exclude actual travel, subsistence, and accommodation expenses which will be charged as incurred in line with the terms agreed in any Order Confirmation.
- 4.4. We will perform all Professional Services in accordance with good industry practices and will use appropriately skilled and qualified personnel.
- 4.5. You agree that We will be relying upon the accuracy of all representations, statements, information, materials, and documents ("Data") supplied by You in connection with the Professional Services and that We shall be under no obligation to test, check or confirm the accuracy of any Data prior to performing the Professional Services. We accept no responsibility or liability whatsoever for or resulting from any Data prepared and/or supplied by You or a third party on Your behalf.
- 4.6. You shall:
  - 4.6.1. provide, where applicable, reasonable access to the areas in which the Professional Services are to be performed at the location(s) where the Dext Products will be provided (as set out in the Order Confirmation), including authorised access to Your equipment and systems licensed to You to enable Our staff and associates to perform the Professional Services and so that We can ensure that You are complying with the terms of this Agreement;
  - 4.6.2. provide, free of charge, appropriately qualified and experienced personnel familiar with Your equipment, systems, programmes and operations who shall reasonably co-operate with Our personnel to allow Us to fulfil Our obligations under this Agreement and each Order Confirmation if We request this from You;
  - 4.6.3. make available, free of charge, such documentation, information, data and computer facilities (including but not limited to data preparation facilities, storage and computer consumables) as We may reasonably require in the fulfilment of Our obligations under this Agreement and each Order Confirmation;
  - 4.6.4. appoint a representative with responsibility for all matters relating to this Agreement and each Order Confirmation; this representative will be identified in the Order Confirmation;
  - 4.6.5. ensure that Your equipment complies with the agreed specification as set out in the relevant Order Confirmation;
  - 4.6.6. remain responsible for all actions and inactions of any third-party provider directly in Your control or with whom You have a contractual relationship and with whom We will be or are reliant upon to fulfil Our obligations under this Agreement or a relevant Order Confirmation; and
  - 4.6.7. be liable for any additional Fees (at Our then prevailing rates) associated with any restoration of Customer Data, or other works required to be carried out by Us (insofar as We agree) to input the Customer Data where such activity is a direct result of Us carrying out Your instruction to delete or return the Customer Data.
- 4.7. Our ability to deliver the Professional Services depends on Your full and timely cooperation and collaboration, as well as the accuracy and completeness of any information that You provide. You accept that the nature of implementation may require disruption to Your staff and business processes in order to accommodate the implementation.
- 4.8. We will remain responsible for all actions and inactions of any third-party provider directly in Our control or with whom We have a contractual relationship for the delivery of Our obligations to You under this Agreement.

#### CUSTOMER SUPPORT AND AVAILABILITY

- 4.9. We provide customer support for the Licence Term to all You and Your Permitted Users in relation to Your account, or for billing, technical or other support issues.
- 4.10. Customer support is available via a number of methods including on Our website, via email at [support@dext.com](mailto:support@dext.com) and chat support. The levels of support are determined by Your Package. Please see here for future detail <https://dext.com/en/support/contact-us>. You accept that, although We will use reasonable endeavours to solve problems identified by You, the nature of software is such that no guarantee can be provided that any particular problem will be solved.
- 4.11. Where You purchase or request additional Licences, Add-ons or Functional Features or otherwise expand upon any existing Order Confirmation, any additional purchase shall have the same level of customer support applied to that expanded order.
- 4.12. Our obligation to provide the Technical Support shall not extend to:
  - 4.12.1. rectification of lost or corrupted data arising by reason other than Our (or Our suppliers') negligence;
  - 4.12.2. any supported Dext Product(s) which has been changed, altered, added to, modified or varied by anyone other than Us;
  - 4.12.3. attendance to faults caused by Your failure to use the supported Dext Product(s) in accordance with the requirements of the Documentation and/or documentation or manuals supplied with the supported Dext Product(s), or caused by operator error or omission;
  - 4.12.4. attendance to faults attributable to faults in Your systems or their use or interaction with other software with which the Dext Product(s) is not compatible that We have not approved in writing.
- 4.13. We shall use commercially reasonable endeavours to make the Dext Products available 24 hours a day, seven days a week, except for:

- 4.13.1. planned maintenance carried out during the maintenance window which is usually 6.00 am to 10.00 am UK time on Saturdays; and
- 4.13.2. unscheduled maintenance performed outside 8.00 am to 5.00 pm UK time Monday to Friday, provided that We have used reasonable endeavours to give You at least 3 hours' notice in advance.