

TERMS AND CONDITIONS

English Language Version

J. Sallinger Ltd., trading as DNX360

Registered Address: 128 City Road, London, EC1V 2NX, United Kingdom

Company Registration Number: 12797704

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Main Website: www.DNX360.com

Version: 1.1

Effective Date: 22-May-2026 — These Terms and Conditions are effective immediately upon publication and apply to all accounts, subscriptions, orders, purchases, engagements, and services commenced on or after the publication date.

ENGLISH

Our General Terms and Conditions of Sale ("T&Cs") are drafted exclusively in the English language and constitute the sole contractual reference. Any order placed with DNX360 implies full and unconditional acceptance of the applicable T&Cs, as reproduced below.

By placing an order, the professional client acknowledges having read, understood, and accepted these T&Cs.

FRANÇAIS

Nos Conditions Générales de Vente (ci-après, "CGV") sont rédigées uniquement en langue anglaise et constituent le seul texte contractuel de référence. Toute commande passée auprès de DNX360 implique l'acceptation pleine et entière des CGV en vigueur, telles que reproduites ci-dessous.

En passant commande, le client professionnel reconnaît avoir lu, compris et accepté ces CGV.

NEDERLANDS

Onze Algemene Verkoopvoorwaarden ("AV") zijn uitsluitend opgesteld in de Engelse taal en vormen de enige contractuele referentie. Elke bestelling geplaatst bij DNX360 houdt de volledige en onvoorwaardelijke aanvaarding van de geldende AV in, zoals hieronder weergegeven.

Door een bestelling te plaatsen, bevestigt de zakelijke klant dat hij deze AV heeft gelezen, begrepen en aanvaard.

DEUTSCH

Unsere Allgemeinen Verkaufsbedingungen ("AGB") sind ausschließlich in englischer Sprache verfasst und stellen den einzigen verbindlichen Vertragstext dar. Jede bei DNX360 aufgetragene Bestellung gilt als vollständige und vorbehaltlose Annahme der jeweils gültigen AGB, wie nachstehend aufgeführt.

Mit der Bestellung bestätigt der Geschäftskunde, dass er diese AGB gelesen, verstanden und akzeptiert hat.

ESPAÑOL

Nuestras Condiciones Generales de Venta ("CGV") están redactadas exclusivamente en inglés y constituyen el único texto contractual de referencia. Cualquier pedido realizado a DNX360 implica la aceptación plena e incondicional de las CGV vigentes, tal como se indican a continuación.

Al realizar un pedido, el cliente profesional declara haber leído, comprendido y aceptado las CGV.

ITALIANO

Le nostre Condizioni Generali di Vendita ("CGV") sono redatte esclusivamente in lingua inglese e costituiscono l'unico testo contrattuale di riferimento. Qualsiasi ordine effettuato presso DNX360 comporta l'accettazione piena e incondizionata delle CGV vigenti, come riportate di seguito.

Effettuando un ordine, il cliente professionale dichiara di aver letto, compreso e accettato le CGV.

DANSK

Vores Generelle Salgsbetingelser ("GSB") er udelukkende udarbejdet på engelsk og udgør den eneste kontraktmæssige reference. Enhver ordre afgivet hos DNX360 indebærer fuld og ubetinget accept af de gældende GSB, som gengivet nedenfor.

Ved at afgive en ordre erklærer den erhvervskunde, at han har læst, forstået og accepteret disse GSB.

SVENSKA

Våra Allmänna Försäljningsvillkor ("AFV") är uteslutande upprättade på engelska och utgör den enda avtalsrättsliga referensen. Varje beställning som görs hos DNX360 innebär fullständigt och villkorslöst godkännande av de gällande AFV, såsom återges nedan.

Genom att göra en beställning bekräftar företagskunden att han har läst, förstått och accepterat dessa AFV.

SLOVENČINA

Naše Všeobecné obchodné podmienky ("VOP") sú vypracované výlučne v anglickom jazyku a predstavujú jediný zmluvný referenčný text. Každá objednávka uskutočnená u DNX360 znamená úplný a bezvýhradný súhlas s platnými VOP, ako sú uvedené nižšie.

Odoslaním objednávky profesionálny zákazník vyhlasuje, že si tieto VOP prečítal, porozumel im a akceptoval ich.

SCOPE AND RATIONALE FOR COMPREHENSIVE TERMS

DNX360 operates internationally, serving professional contractors and consultants through a scalable SaaS platform that combines proprietary AI-driven diagnostic methodology, white-label capabilities, and a multi-tier subscription model. Our operations involve complex AI processing, multi-jurisdictional regulatory compliance, proprietary questionnaire engines, freelance and affiliate sales networks, and streamlined delivery processes designed to provide maximum value at accessible price points.

Due to our international operational scale and geographic scope, these Terms and Conditions are necessarily comprehensive to address the full spectrum of scenarios, risks, and requirements that may arise across different jurisdictions, client types, service levels, and engagement complexities. The detailed nature of these terms enables DNX360 to:

- (a) Maintain consistent service quality and legal compliance across all operating jurisdictions;
- (b) Provide clear expectations and risk allocation for all parties;
- (c) Streamline operations through standardized processes and procedures;
- (d) Offer competitive pricing by establishing predictable operational frameworks;
- (e) Protect proprietary methodologies, questionnaire engines, AI systems, and specialized supplier relationships that enable our service delivery model;
- (f) Address regulatory requirements across multiple legal systems and AI governance frameworks;
- (g) Accommodate business expansion and operational flexibility as markets evolve.

By accepting these terms, Clients / Contractors benefit from DNX360's operational efficiency, cross-jurisdictional expertise, and proven delivery methodologies.

ACCEPTANCE AND BINDING EFFECT

By creating an account (free or paid), activating a subscription, making any purchase, accessing the Platform, or otherwise engaging in any form of business relationship with DNX360, the Client / Contractor explicitly and irrevocably agrees to be bound by all terms and conditions outlined herein. **Commencement of any business dealings with DNX360 constitutes full acceptance of these Terms and Conditions in their entirety.**

These Terms and Conditions shall take absolute precedence over any other terms and conditions, purchase orders, or conflicting provisions proposed by the Client / Contractor or any third party, as well as all prior agreements and understandings, whether written or oral, relating to the subject matter herein. No modification, waiver, or amendment to these Terms and Conditions will be valid or enforceable unless expressly agreed upon in writing by DNX360.

Where services are accessed through a white-label or reseller arrangement, the Client / Contractor acknowledges that the underlying contractual relationship remains exclusively with J. Sallinger Ltd. and that these Terms and Conditions govern regardless of any branding applied by the Client / Contractor to their end clients.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions.

Terms defined in the list below and/or within one or several clauses of this Agreement have the same meaning throughout this Agreement unless the context indicates otherwise. Where a term is defined in multiple locations, the definitions shall be read together to provide the most complete meaning. In case of direct contradiction, the more specific and detailed definition prevails.

In these Terms and Conditions, unless the context otherwise requires:

"Agreement" means these Terms and Conditions, including all Schedules, appendices, the Supplementary Legal Documents, order confirmations, subscription confirmations, and any amendments or supplements thereto.

"Acceptable Use Policy" or "AUP" means DNX360's acceptable use policy, as published on DNX360's website and as amended from time to time in accordance with Clause 19.2, which supplements and is incorporated into these Terms by reference pursuant to Clause 19I. Clause 19C of these Terms sets out core acceptable use obligations that apply directly; the standalone AUP provides additional detail and supplementary restrictions which, but not limited to, sets out the rules and restrictions governing the use of the Platform, the website, and all DNX360 Offerings by all users, including Contractors and SMB Clients.

"Affiliate" means, depending on the context in which it is used, either of the following:

(a) Corporate Affiliate: With respect to DNX360, any entity that directly or indirectly controls, is controlled by, or is under common control with J. Sallinger Ltd., including but not limited to local operating companies, subsidiaries, branches, joint ventures, and related entities established in any jurisdiction that may invoice, deliver services, or handle operational matters on behalf of J. Sallinger Ltd., regardless of trading name or brand; **or**

(b) Referral Affiliate: Any individual or entity that has entered into an affiliate arrangement with DNX360, whereby such person or entity promotes or markets DNX360's products and services (hereafter "services") to prospective subscribers through a personalised referral link, coupon code, or other tracked referral mechanism, and is entitled to receive a commission or other agreed compensation upon the successful subscription of a referred user to DNX360's services, subject to the terms of the applicable affiliate agreement.

Contextual Interpretation: The applicable meaning of "Affiliate" shall be determined by the context in which the term is used throughout these Terms and Conditions. Where the context relates to corporate structure, control, invoicing, or operational matters, meaning (a) shall apply. Where the context relates to promotion, marketing, referral activity, or commission-based arrangements, meaning (b) shall apply. In cases of ambiguity, the interpretation that best reflects the intent and subject matter of the relevant provision shall prevail.

"AI Act" means Regulation (EU) 2024/1689 of the European Parliament and of the Council on harmonised rules on Artificial Intelligence, as may be amended, supplemented, or replaced from time to time, and any equivalent or successor legislation in any jurisdiction.

"AI Engine" means the proprietary artificial intelligence and machine learning system operated by DNX360 that processes questionnaire responses, generates diagnostic analysis, and produces Outputs. The AI Engine operates independently of the Contractor and the SMB Client, and raw questionnaire responses are accessible only to the AI Engine and DNX360 Personnel not to any user, including the Contractor.

"Audit" or "3D Business Scan" means the proprietary AI-assisted business diagnostic audit delivered through the Platform, comprising a structured, multi-stakeholder questionnaire process, AI-powered analysis, and the generation of a multi-level Output covering company-wide, department-by-department, and cross-departmental dimensions. The 3D Business Scan is the core product of DNX360 and may be delivered in either DFY Mode or DIY Mode.

"Business Day" means Monday to Friday, excluding public holidays in England and Wales.

"Contractor" or "Client" means the individual, sole trader, company, partnership, or other legal entity that has registered for an account on the Platform, accepted these Terms, and holds an active Subscription or PPA Plan. The Contractor is DNX360's direct client and counterparty under these Terms. The Contractor may be a consultant, agency, freelancer, business advisor, or any other professional who uses the Platform to deliver services to SMB Clients. The Contractor is not an employee, agent, or representative of DNX360.

"Contractor Account" means the secure account created by the Contractor on the Platform, through which the Contractor accesses the Services, manages Audits, configures White-Label Features, and administers SMB Client engagements.

"Cookie Policy" means DNX360's cookie policy, as published on DNX360's website, which governs and describes the use of cookies, tracking technologies, and similar technologies used on DNX360's website and Platform, their purposes, durations, and the choices available to users, as amended from time to time in accordance with Clause 19.2, and incorporated into these Terms by reference pursuant to Clause 19I.

"Client Data" means all data, information, documents, materials, and content provided by or on behalf of the Client to DNX360, including but not limited to business information, financial data, operational data, employee information, customer data, proprietary information, and any other information disclosed during the course of the engagement.

"Client Data Breach" means any actual or suspected unauthorized access, use, disclosure, modification, or destruction of Client Data or Personal Data.

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by either party, including but not limited to: technical data, trade secrets, know-how, research, methodologies, processes, customer lists, pricing, financial information, business strategies, marketing materials, and any other information that would reasonably be considered confidential.

"Custom Plan" means the high-level department-by-department analysis document delivered following completion of a Business Check-Up, containing identification of potential optimization opportunities, general recommendations, conceptual third-party tool suggestions, and basic approaches, without detailed specifications, compatibility verification, or implementation roadmaps unless implementation services are also purchased.

"Credit" means a unit of consumption allocated to a Contractor's account, representing the right to perform a defined quantum of Platform activity, including but not limited to launching Audits, generating Lead Magnets, and re-running analytical steps. Credits are consumed at rates determined by DNX360 in its sole discretion, which may vary based on Audit size, complexity, number of stakeholders, number of analytical re-runs, and other factors.

"Credit Balance" means the total number of Credits available in a Contractor's account at any given time, including Credits included in the active Subscription Plan and any additional Credits purchased separately.

"Data Processing Agreement" or "DPA" or "Standalone DPA" means the Data Processing Agreement set out in Schedule 1 to these Terms, as may also be published as a standalone document on DNX360's website, as amended from time to time in accordance with Clause 19.2, which constitutes a separate written Data Processing Agreement for the purposes of the preamble to Schedule 1 and supplements the data processing terms set out in Schedule 1 and Clause 7.3 of these Terms. The Standalone DPA is incorporated into these Terms by reference pursuant to Clause 19I. It governs the processing of Personal Data by DNX360 as Data Processor on behalf of the Contractor as Data Controller. References in these Terms to the "DPA," "Data Processing Agreement," "data processing terms," "data processing addendum," or any reasonably equivalent term shall be construed as references to this Data Processing Agreement.

"DFY Mode" (Done-For-You) means the Audit delivery mode in which the Contractor manages all (or parts of) human-facing steps of the Audit process on behalf of the SMB Client, including stakeholder coordination, questionnaire facilitation, and report presentation.

"DIY Mode" (Do-It-Yourself) means the Audit delivery mode in which the SMB Client manages all (or parts of) the human-facing steps of the Audit process directly, with the Contractor providing access to the platform, and may or may not provide support or final report delivery.

"DNX360 Offerings" means all current and future products, services, software, platform features, recommendations, consulting, training content, network access, implementation services and any other commercial offerings provided by DNX360 or any Affiliate, including but not limited to Audits, Lead Magnets, technical support and configurations, DNX360 University, the Implementor Network, and any future features or services.

"DNX360 Personnel" means all individuals providing services to or on behalf of DNX360, including employees, contractors, freelancers, Referral Affiliates, consultants, advisors, specialists, and any other service providers, regardless of employment status or contractual arrangement.

"DNX360 University" means the educational and training content made available through the Platform, including onboarding materials, sales training, methodology guides, and other learning resources, as may be updated or expanded from time to time.

"DNX360 Website" or **"Website"** means the public-facing website(s) of DNX360 accessible at www.DNX360.com, www.DNX360.ai, www.DNX360.io, and any other domain name, subdomain, or top-level domain that DNX360 may operate, register, or redirect to from time to time in connection with the marketing, sale, or provision of DNX360 Offerings. References in these Terms to "DNX360.com," "our website," "the website," "DNX360's website," or any reasonably equivalent term shall be construed as references to the DNX360 Website.

"Data Protection Terms" means terms relating to personal data processing, including but not limited to *"Personal Data," "Data Controller," "Data Processor," "Personal Data Breach," "Data Subject," "Processing," "Standard Contractual Clauses," "Service Provider," "Contractor," "Business Associate," "Covered Entity," "Protected Health Information," "Nonpublic Personal Information,"* and *"Sensitive Personal Information,"* which shall have the meanings given to them under applicable data protection legislation including GDPR, UK GDPR, the California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA/CPRA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), and any successor, equivalent, or superseding data protection or privacy laws in any relevant jurisdiction, as such legislation may be amended, updated, or replaced from time to time. References to "Data Processor" shall include "Service Provider" and "Contractor" as defined under applicable US state privacy laws. Standard Contractual Clauses shall apply solely to cross-border data transfers subject to EU or UK jurisdiction, and cross-border transfers from the EU or UK to the US shall additionally be governed by the EU-US Data Privacy Framework (DPF) or such successor transfer mechanism as may be recognized under applicable law. Where multiple definitions exist across jurisdictions, the definition providing the broadest protection for personal data shall apply unless otherwise specified in writing. Personal data breach notification obligations shall be governed by the applicable law of the jurisdiction in which the breach occurs or in which affected individuals are located, including applicable US state breach notification laws, and shall be fulfilled within the timeframes prescribed by such laws.

"Deliverables" means all reports, analyses, recommendations, documentation, and other work product generated by DNX360 under this Agreement.

"Fees" means all amounts payable by the Contractor to DNX360 under these Terms, including Subscription Fees, PPA Plan fees, and any fees for additional Credits or one-time purchases.

"FREE Plan" — see **"PPA Plan"**.

"Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to: acts of God, natural disasters, pandemics, wars, terrorism, civil unrest, government actions, sanctions, trade restrictions, internet outages, cyber-attacks, utility failures, telecommunications failures, third-party platform failures, supplier failures, and any other circumstances that prevent or materially impede performance.

"Gross negligence" means acts or omissions involving extreme departure from ordinary care, in a situation where a high degree of danger was either known to DNX360 or so obvious that DNX360 must be taken to have been aware of it.

"High-Risk AI System" means any AI system classified as high-risk under the EU AI Act or equivalent legislation, including but not limited to systems used in employment, credit assessment, law enforcement, or critical infrastructure.

"Implementation Services" means any technical setup, configuration, integration, training, or ongoing support services provided by DNX360 or any third-party "Implementor".

"Implementor" means a (vetted) third-party technical specialist, agency, or service provider listed in the Implementor Network who is available to carry out the implementation of interventions and recommendations identified in an Output on behalf of an SMB Client.

"Implementor Agreement" means the separate agreement entered into directly between the Contractor or SMB Client and an Implementor following an introduction made through the Platform, which governs the terms of any implementation engagement. DNX360 is not a party to any Implementor Agreement and bears no responsibility for the performance, quality, or outcome of any implementation work.

"Implementor Network" means the (curated) directory of Implementors made available through the Platform. DNX360 does not guarantee the availability, quality, pricing, or suitability of any Implementor, and inclusion in the Implementor Network does not constitute an endorsement by DNX360. Engagement of any Implementor is at the Contractor's and SMB Client's sole risk and is subject to a separate Agreement.

"Intellectual Property" means all intellectual property rights of any kind, including but not limited to: patents, trademarks, copyrights, trade secrets, know-how, methodologies, technology, processes, databases, software, content, and any applications for registration thereof.

"Lead Magnet" means the lightweight diagnostic made available through the Platform, designed to be shared by Contractors with prospective SMB Clients as a client acquisition mechanism, generating initial engagement data and qualified leads.

"Lead Magnet Engine" means the client acquisition tool integrated into the Platform that enables Contractors to offer a lightweight, entry-level diagnostic experience to prospective SMB Clients, designed to generate leads and convert prospects into full 3D Business Scan engagements. The Lead Magnet Engine is a separate feature from the full 3D Business Scan and produces a limited Output.

"Material Breach" means any breach that: (a) involves payment obligations exceeding £5,000, (b) compromises confidentiality of sensitive business information, (c) violates IP or non-solicitation provisions, or (d) substantially impairs the other party's ability to receive expected benefits under this Agreement.

"Material Services" means commencement of substantive work including but not limited to stakeholder engagement, analysis activities, or allocation of specialist resources to the Client's engagement.

"Minimum Term" means the minimum duration of a Subscription, which corresponds to the Subscription Period selected by the Contractor at the time of purchase (monthly, quarterly, annual, or any other Period).

"Money-Back Guarantee" or "MBG" or "Refund Policy" means the hundred (100) day refund entitlement available to eligible Contractors on Subscription Plans, subject to the conditions set out in these Terms and in Schedule 3, as may also be published as a standalone document on DNX360's website. References in these Terms to the "Money-Back Guarantee," "MBG," "Refund Policy," "money-back guarantee," "refund terms," or any reasonably equivalent term shall be construed as references to this Money-Back Guarantee.

"Output" means the complete set of structured AI-generated deliverables produced by the Platform upon completion of an Audit, structured across three levels: (i) company-wide analysis; (ii) department-by-department analysis; and (iii) cross-departmental analysis. At each level, the Output comprises four components: (a) identified pain points and inefficiencies; (b) recommended interventions; (c) a prioritisation matrix; and (d) an implementation roadmap. All Outputs are advisory in nature and require independent professional validation before being acted upon. DNX360 does not warrant the accuracy, completeness, or fitness for purpose of any Output.

"Order Form" or "Order" or "Purchase" means any document, agreement, quote, proposal, statement of work, purchase order, online form submission, email confirmation, or other written or electronic communication by which Client commits to purchase DNX360 services, regardless of title, format, or delivery method, including but not limited to documents executed through DNX360's website, electronic signature platforms, website interfaces, partner systems, or any other means of expressing binding commercial commitment to DNX360 services.

"Personal Data" has the meaning given to it under applicable data protection law, including the UK GDPR, the EU General Data Protection Regulation (Regulation (EU) 2016/679), and any equivalent legislation in force in the jurisdiction of the Contractor or SMB Client.

"Personal Data Breach" has the meaning given in Article 4(12) of the GDPR, or that of any equivalent legislation in force in the jurisdiction of the Contractor or SMB Client.

"Personal Guarantee" means the personal undertaking given by the individual who accepts these Terms on behalf of a Contractor entity, as set out in these Terms, by which that individual personally guarantees the performance of the Contractor's obligations under these Terms.

"Platform" means the DNX360 software-as-a-service (SaaS) application, including but not limited to all modules, features, tools, interfaces, engines, APIs, AI Engine, Questionnaire systems, 3D Business Scan, AI processing infrastructure, reporting modules, Lead Magnet Engine, DNX360 University, Implementor Network directory, White-Label Features, and any associated services made available by DNX360 to Contractors via the internet and under this Agreement.

"PPA Plan" or "Pay-Per-Audit Plan" (also referred to as the **"FREE Plan"**) means the one-time purchase option that grants the Contractor access to a defined set of Platform features without a recurring Subscription. Under the PPA Plan, any contractor who wants to perform an Audit can via a one-time, non-recurring purchase. It is non-refundable except where the MBG conditions in Schedule 3 are satisfied, and it does not auto-renew.

"Privacy Policy (Contractor)" or "Contractor Privacy Policy" means DNX360's privacy policy applicable to Contractors, prospective Contractors, website visitors, and other individuals whose Personal Data is collected, processed, used, stored, shared, and protected by DNX360 as a Data Controller in connection with the marketing, sale, and provision of DNX360 Offerings, as published on DNX360's website and as amended from time to time in accordance with Clause 19.2, and incorporated into these Terms by reference pursuant to Clause 19I. References in these Terms to the "Privacy Policy," "DNX360's Privacy Policy," "our Privacy Policy," or any reasonably equivalent term shall, where the context relates to the Contractor or its representatives, be construed as references to the Privacy Policy (Contractor).

"Privacy Policy (SMB Client)" or "SMB Privacy Policy" means DNX360's privacy policy applicable to SMB Clients, as published on DNX360's website and presented to SMB Clients through the Platform via click-through acknowledgement, and as amended from time to time. References in these Terms

to the "SMB-facing Privacy Policy," "DNX360's Privacy Policy" (in the context of SMB Clients), or any reasonably equivalent term shall be construed as references to the Privacy Policy (SMB Client).

"Prohibited AI Practices" means AI systems or techniques prohibited under applicable AI legislation, including but not limited to subliminal techniques, social scoring, real-time biometric identification in public spaces, and emotion recognition in workplace/education contexts.

"Questionnaire Engine" means DNX360's proprietary adaptive questionnaire system, including all questions, branching logic, scoring algorithms, and associated intellectual property, which forms the core diagnostic mechanism of the Audit process.

"Raw Questionnaire Data" means the unprocessed responses submitted by SMB Clients or their stakeholders through the Questionnaire Engine, which are processed exclusively by DNX360's AI systems and are not accessible to Contractors or SMB Clients in their raw form.

"Refund Policy" see **"Money-Back Guarantee"** but can also mean the standalone refund policy published on DNX360's website that provides a publicly accessible summary and explanation of the refund and money-back guarantee provisions set out in Clause 5 and Schedule 3 of these Terms, as amended from time to time in accordance with Clause 19.2, and incorporated into these Terms by reference pursuant to Clause 19I. In the event of any conflict between the Refund Policy and Clause 5 or Schedule 3, Clause 5 and Schedule 3 shall prevail.

"Renewal Date" means the date on which a Subscription automatically renews for a further Subscription Period, being the day immediately following the expiry of the then-current Subscription Period.

"Services" means all products, features, tools, content, and services made available to the Contractor through the Platform, including but not limited to the 3D Business Scan, Lead Magnet Engine, DNX360 University, Implementor Network access, White-Label Features, and any additional services purchased by the Contractor.

"SMB Client" means any business, usually small or medium-sized, or any owner, officer, employee, representative, agent or other authorised user acting on behalf of such business, that is a customer or prospective customer of the Contractor and that is invited to, accesses, uses, interacts with, or submits information through the Platform in connection with a 3D Business Scan, Lead Magnet Engine, Audit, questionnaire, Output, Output Report or other service flow made available by or through the Contractor, whether under the Contractor's branding, white-label branding or otherwise. For the avoidance of doubt, an SMB Client is the Contractor's end client and is not a party to these Terms, except to the extent that such SMB Client separately enters into a direct agreement with DNX360, including by accepting any "SMB-facing Terms of Service", "Terms of Service (SMB Client)", "Privacy Policy (SMB Client)", click-through terms, acknowledgements, notices, or other terms presented by DNX360 through the Platform.

"Stakeholder" means an employee, officer, director, or other internal or external representative of an SMB Client who is assigned by the Contractor or the SMB Client to complete part of the 3D Business Scan questionnaire in respect of a specific department, function, mission, or question of the SMB Client's business.

"Subscription" means the recurring access arrangement under which the Contractor pays Subscription Fees in exchange for access to the Platform and Services during each Subscription Period.

"Subscription Fees" means the recurring fees payable by the Contractor for access to the Platform under a Subscription Plan, as published on the Platform and as may be amended in accordance with the amendment provisions of these Terms.

"Subscription Period" means the duration of each recurring billing cycle selected by the Contractor at the time of purchase, being either:

- (i) twenty-eight (28) days (Monthly);
- (ii) eighty-four (84) days, being three (3) consecutive periods of twenty-eight (28) days (Quarterly);
- (iii) three hundred and thirty-six (336) days, being twelve (12) consecutive periods of twenty-eight (28) days (Annual).

All Subscription Fees are paid upfront at the commencement of each Subscription Period. For the avoidance of doubt, a Subscription Period is not defined by reference to calendar months and the Renewal Date shall fall on the day immediately following the expiry of the applicable number of days.

"Subscription Plan" means the recurring subscription tier selected by the Contractor (Starter, Pro, or Agency), as described on the DNX360 pricing page, each of which is a recurring Subscription as described in these Terms and on the Platform, and which determines the number of Credits included per billing cycle, the per-unit pricing for additional Credits, and access to Platform features.

"Supplementary Legal Documents" means the following documents, each as published by DNX360 and as amended from time to time: (a) the SMB Client Terms of Service; (b) the Privacy Policy (Contractor); (c) the Privacy Policy (SMB Client); (d) the Cookie Policy; (e) the Acceptable Use Policy; (f) the Refund Policy; (g) the Standalone DPA; and (h) the Website Terms of Use.

"Terms" means these Terms and Conditions, together with all Schedules, the Supplementary Legal Documents, and any other documents expressly incorporated by reference, as amended from time to time in accordance with the amendment provisions of these Terms.

"Terms of Service (SMB Client)" or "SMB Terms of Service" or "SMB-facing Terms of Service" or "SMB Client Terms of Service" or "SMB Client ToS" means DNX360's terms of service applicable to SMB Clients, as published and presentend on DNX360's website and presented to SMB Clients via

the mandatory Platform via click-through acknowledgement mechanism described in Clause 6.6, governing the direct legal relationship between DNX360 and SMB Clients in respect of their access to and use of the Platform, and as amended from time to time in accordance with its own amendment provisions. References in these Terms to the "DNX360's SMB-facing Terms of Service," "SMB-facing Terms of Service," "DNX360's Terms of Service" (in the context of SMB Clients), "click-through terms," or any reasonably equivalent term shall be construed as references to the Terms of Service (SMB Client).

"Third-Party Tools" means any software, platforms, applications, services, or technologies developed, owned, or operated by parties other than DNX360, which may be recommended, integrated, or utilized in connection with DNX360 services.

"Third-Party Platform Failure" means service interruption, data loss, or functionality issues affecting third-party software, cloud services, or platforms recommended or integrated by DNX360.

"Website Terms of Use" or "Terms of Use" means DNX360's website terms of use, as published on DNX360's website, governing access to and use of DNX360's websites by all visitors, as amended from time to time in accordance with Clause 19.2, and incorporated into these Terms by reference pursuant to Clause 19I. For the avoidance of doubt, the Website Terms of Use are distinct from these Terms and Conditions and from the Terms of Service (SMB Client).

"White-Label Features" means the customisation functionality available on eligible Subscription Plans that allows the Contractor to present the Platform's outputs and interfaces under the Contractor's own branding, including the use of the Contractor's logo and business name, subject to DNX360's brand guidelines and the restrictions set out in these Terms.

"Workflow Optimizations" means any improvements, automations, integrations, or enhancements to business processes, systems, or operations identified, recommended, or implemented by DNX360.

1.2 Interpretation.

Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation." References to singular include plural and vice versa. References to statutes include amendments and re-enactments. References to "writing" include email. References to one gender include all genders. Where a term is defined in multiple locations, the definitions shall be read together to provide the most complete meaning; in case of direct contradiction, the more specific definition prevails.

1.3 Hierarchy and Document Priority

(a) If there is any conflict or inconsistency between these Terms and Conditions (excluding the Schedules) and any order confirmation, subscription confirmation, or promotional communication, these Terms and Conditions prevail in all respects, except where an order confirmation expressly and specifically states an intention to vary a named clause of these Terms for that specific transaction.

(b) If there is any conflict or inconsistency between these Terms and Conditions and any Supplementary Legal Document, these Terms and Conditions shall prevail, except:

- (i) in relation to personal data processing, where Schedule 1 and/or the Standalone DPA shall prevail to the extent of any express inconsistency, as provided in Schedule 1, Clause 14.2 and the Standalone DPA;
- (ii) where a Supplementary Legal Document expressly and specifically states that a particular provision of that document prevails over a named clause of these Terms for a defined and limited subject matter; and
- (iii) in relation to the direct legal relationship between DNX360 and SMB Clients, where the SMB Client Terms of Service shall govern that relationship exclusively.

(c) The order of precedence among the contractual documents is as follows (highest to lowest):

- (i) these Terms and Conditions (main body, Clauses 1–20);
- (ii) the Schedules (Schedule 1, Schedule 2, Schedule 3) — with Schedule 1 prevailing over the main body solely in relation to personal data processing;
- (iii) the Standalone DPA — prevailing over Schedule 1 to the extent of express inconsistency, as stated in the Schedule 1 preamble;
- (iv) the remaining Supplementary Legal Documents (Privacy Policy (Contractor), Acceptable Use Policy, Cookie Policy, Website Terms of Use, Refund Policy);
- (v) order confirmations and subscription confirmations.

(d) Subject to sub-clauses (a) to (c) above, the documents comprising the Agreement shall, to the extent possible, be interpreted harmoniously and given complementary effect. A provision in a Supplementary Legal Document that addresses a matter not addressed in these Terms and Conditions shall not be treated as conflicting with these Terms and Conditions.

2. PLATFORM ACCESS AND SERVICES OVERVIEW

2.1 Nature of Service

DNX360 provides Contractors with access to a proprietary SaaS platform enabling them to deliver AI-assisted business diagnostic services (Audits) and client acquisition tools (Lead Magnets) to SMB Clients. The Platform combines proprietary AI processing, adaptive questionnaire technology, and structured reporting to produce the Output Report.

DNX360's direct client under these Terms is the Contractor. SMB Clients are the Contractor's end clients and are not parties to these Terms. The Contractor is solely responsible for its relationships with SMB Clients, including all sales, marketing, representations, onboarding, support, notices, consents, permissions, services promised, and obligations undertaken in relation to them.

For the avoidance of doubt, nothing in these Terms prevents an SMB Client from separately entering into a direct agreement with DNX360 through any SMB-facing Terms of Service, Privacy Policy, click-through terms, acknowledgements, notices, or other terms presented by DNX360 through the Platform. Any such separate relationship shall be governed exclusively by those separate terms and shall not make the SMB Client a party to these Terms or reduce, transfer, or discharge any obligation owed by the Contractor under these Terms.

2.2 Service Delivery Through Corporate Affiliates

For commercial, tax, regulatory, or operational reasons, J. Sallinger Ltd. may elect to have any Affiliate issue invoices, deliver services, provide support, or handle other operational matters on its behalf. Contractor acknowledges and agrees that: (a) any such arrangements do not create separate contractual relationships with Affiliates; (b) J. Sallinger Ltd. remains the sole contractual counterparty under this Agreement; (c) all Affiliate actions are deemed actions of J. Sallinger Ltd.; and (d) Contractor waives any claims against individual Affiliates, with all obligations and liabilities remaining with J. Sallinger Ltd.

2.3 Service Evolution

DNX360 reserves the right to modify, enhance, expand, restrict, or rename any Platform features, services, methodologies, or deliverables at any time, with or without notice. Such modifications may apply to existing subscriptions where DNX360 determines they are necessary for legal compliance, security, financial, or operational reasons, or to new subscriptions and renewals in all other cases. DNX360 shall use reasonable efforts to notify Contractors of material changes that significantly affect core functionality.

All services are provided subject to Contractor's compliance with applicable legal requirements, and DNX360 may modify or refuse services if legal compliance cannot be assured.

2.4 Subcontracting

DNX360 may subcontract any part of its end-to-end operations and services to third parties, including freelancers, contractors, or partner agencies, at its sole discretion and without prior notice or consent from the Contractor. DNX360 remains responsible for the performance of subcontracted obligations. Contractors shall have no direct contractual relationship with such subcontractors. The Client shall not have any direct contractual relationship with such subcontractors and shall not attempt to identify or contact them.

Where DNX360 acts as a data processor, appointment of any new sub-processor is subject to the advance notice and objection procedure set out in the clause of these Terms dealing with the appointment of sub-processors.

2.5 Third-Party Services, Integrations and Dependencies

The Contractor acknowledges that the Platform, the Services, the AI Engine, Outputs, recommendations, integrations, automations, hosting, payment processing, communications, analytics, security, support, implementation-related functionality and other DNX360 Offerings may depend on, interact with, connect to, recommend, resell, configure, refer to or use third-party services, software, APIs, AI models, platforms, systems, infrastructure, tools, vendors, payment processors, communication providers, analytics providers, security providers, consultants, contractors, affiliates and other third-party providers ("Third-Party Services").

DNX360 does not control Third-Party Services and shall not be liable for their availability, security, performance, pricing, terms, accuracy, outputs, compatibility, continued availability, changes, outages, suspensions, discontinuance, acts, omissions, failures or delays.

DNX360 may add, remove, replace, suspend, change or stop using any Third-Party Services at any time, with or without notice, where DNX360 considers this appropriate for operational, technical, legal, security, commercial or service-delivery reasons.

Any Third-Party Services recommended, introduced, configured, connected, resold, referred to or made available by DNX360 are provided without responsibility for their suitability, legality, security, compliance, availability, pricing, performance or fitness for the Contractor's or any SMB Client's purposes. The Contractor remains solely responsible for assessing, approving and using any Third-Party Services.

Where the Contractor or any SMB Client enables, connects, authorises, purchases, subscribes to, configures or uses any Third-Party Services, the Contractor is solely responsible for all related provider terms, permissions, charges, data access, credentials, settings, compliance, security and consequences.

DNX360 may receive referral fees, commissions, reseller margins, discounts, credits, revenue share or other commercial benefits from third-party providers, and DNX360 shall have no obligation to disclose the amount or structure of any such commercial benefit unless required by mandatory applicable law.

The Contractor shall indemnify DNX360 against all losses, liabilities, claims, damages, penalties, costs and expenses arising from or relating to the Contractor's or any SMB Client's use, misuse, selection, authorisation, configuration, connection to, reliance on, or continued use of any Third-Party Services.

2.6 Website and Cookie Terms

Access to and use of DNX360's websites (including www.DNX360.com, www.DNX360.ai, www.DNX360.io, and any other websites operated by DNX360) is governed by the Website Terms of Use. The use of cookies and similar tracking technologies on DNX360's websites and Platform is governed by the Cookie Policy. Both documents are incorporated into these Terms by reference pursuant to Clause 19I.

3. ACCOUNT REGISTRATION AND ELIGIBILITY

3.1 Eligibility

The Platform is available exclusively to business professionals and legal entities acting in a commercial capacity. By registering, the Contractor represents and warrants that: (a) it is a legal entity or individual acting in a professional or commercial capacity; (b) it has full legal capacity and authority to enter into this Agreement; (c) all registration information provided is accurate, complete, and current; and (d) it will maintain the accuracy of such information throughout the term of this Agreement.

The Platform is not available to consumers acting in a personal capacity. DNX360 reserves the right to refuse registration or terminate accounts that do not meet eligibility requirements, in its sole discretion.

3.2 Account Security

Contractors are solely responsible for maintaining the confidentiality and security of their account credentials. Contractors shall immediately notify DNX360 at legal@dnx360.com of any unauthorized access or suspected security breach. DNX360 assumes no liability for any loss or damage arising from unauthorized account access resulting from the Contractor's failure to maintain adequate security.

3.3 Authority Warranty and Personal Guarantee

(a) Authority Representation: Any individual registering an account, executing a subscription, or acting on behalf of any entity (the "Signatory") represents and warrants that the Signatory has full legal authority to bind such entity to all terms and obligations herein.

(b) Personal Guarantee: The Signatory hereby irrevocably and unconditionally guarantees to DNX360, as a continuing obligation and as a separate and independent obligation from the obligations of the Contractor entity, the full and punctual performance and discharge of all payment obligations of the Contractor under this Agreement, including all fees, charges, penalties, interest, indemnification obligations, liquidated damages, and reasonable collection costs (together, the "Guaranteed Obligations"). This personal guarantee is given by the Signatory in the Signatory's individual and personal capacity, and constitutes a primary obligation of the Signatory, enforceable against the Signatory without DNX360 first being required to make any demand on, or take any proceedings against, the Contractor entity. The Signatory acknowledges that good and valuable consideration for this guarantee includes, without limitation, DNX360 entering into this Agreement with the Contractor and providing access to the Platform and Services. This guarantee shall be construed as a deed to the extent required to ensure its enforceability.

(c) Separate Signed Writing: By accepting these Terms, whether by clicking "I Agree", completing the registration process, or activating a subscription, the Signatory expressly and specifically acknowledges and agrees to the personal guarantee set out in this Clause 3.3(b). This acceptance constitutes a separate and distinct undertaking by the Signatory in the Signatory's personal capacity, independent of the Signatory's acceptance of these Terms on behalf of the Contractor entity. The Signatory confirms that the Signatory has read and understood the personal guarantee provisions, has had the opportunity to obtain independent legal advice, and enters into this guarantee freely and voluntarily.

(d) Joint and Several Liability: The Signatory and the registered Contractor entity are jointly and severally liable for all Guaranteed Obligations. DNX360 may pursue either or both parties for full performance and payment without restriction or condition.

(e) No Discharge: The Signatory's personal liability under this guarantee shall not be discharged, reduced, or otherwise affected by: (i) any corporate bankruptcy, insolvency, dissolution, administration, restructuring, winding up, or other corporate event affecting the Contractor entity; (ii) any variation, amendment, or supplement to this Agreement; (iii) any time, indulgence, waiver, or concession granted by DNX360 to the Contractor; (iv) any change in the legal status, composition, or ownership of the Contractor entity; or (v) any other act, omission, or circumstance that would, but for this provision, discharge or reduce the Signatory's liability.

(f) Survival: This personal guarantee shall remain in full force and effect until all Guaranteed Obligations have been irrevocably paid and discharged in full, and shall survive the termination or expiry of this Agreement.

4. SUBSCRIPTION PLANS, CREDITS, AND BILLING

4.1 Subscription Plans

DNX360 offers the following account tiers, the specific features, Credit allocations, and pricing of which are published on the DNX360 pricing page and may be updated from time to time in accordance with Clause 4.12:

- **Free Plan (Pay-Per-Audit / PPA):** No Audit Credits included. A limited number of Lead Magnet Credits are included at no charge. Contractors may purchase additional Audit Credits and Lead Magnet Credits individually at the applicable rate. No subscription fee applies. Credit card registration is not required to create an account but is required to purchase any paid Credits. Once credit card is linked to the account, PPA includes automatic billing for out-of-plan Credit consumption as described in Clause 4.6.
- **Starter, Pro, and Agency Plans:** Paid subscription tiers that include a defined allocation of Audit Credits and Lead Magnet Credits per Subscription Period. Higher tiers include greater Credit allocations and lower per-unit pricing for additional Credits purchased beyond the included allocation. All paid plans include automatic billing for out-of-plan Credit consumption as described in Clause 4.6.

The number of Audits, Lead Magnets, and other feature quantities displayed on the DNX360 pricing page and within subscription plan interfaces are indicative estimates based on average user consumption patterns and are provided for illustrative purposes only. DNX360 will endeavour in good faith to honour these estimates for Contractors whose Credit consumption aligns with typical usage.

However, all features and deliverables are governed by the Contractor's available Credit Balance. Contractors whose consumption materially exceeds average usage patterns—which varies based on Audit size, complexity, number of stakeholders, number of analytical re-runs, and other factors—may exhaust their Credit allocation before reaching the displayed quantities. In such cases, DNX360 shall have no obligation to provide additional Audits, Lead Magnets, or other features beyond what the Contractor's Credit Balance permits.

The displayed quantities do not constitute a contractual guarantee or warranty of minimum deliverables. All plan specifications, including Credit allocations and pricing, are subject to revision at any time in accordance with Clause 4.12. The current plan specifications are those published on the DNX360 pricing page at the time of subscription or renewal.

4.2 Order Placement and Acceptance

(a) Subscription Plans and one-time purchases (including PPA Plans) may be activated through DNX360's website, Platform, authorised partners, independent resellers, DNX360 employees, or such other channels as DNX360 may designate from time to time.

(b) An order is deemed placed upon the Contractor completing the registration or checkout process and submitting payment details. An order becomes binding upon DNX360's acceptance, which shall be evidenced by: (i) a confirmation email sent to the Contractor's registered email address; or (ii) activation of the relevant Plan or feature on the Contractor's account, whichever occurs first.

(c) DNX360 reserves the right to decline any order in its sole discretion and without explanation. In the event that DNX360 declines an order after payment has been taken, any amounts paid in respect of that declined order shall be refunded to the original payment method within fourteen (14) business days. No further liability shall attach to DNX360 in respect of a declined order.

(d) Where an order is placed through an authorised partner, reseller, or affiliate, the Contractor's contractual relationship for the purposes of these Terms remains directly with DNX360. The partner, reseller, or affiliate has no authority to vary, waive, or supplement these Terms on DNX360's behalf unless expressly authorised in writing by DNX360.

(e) DNX360 reserves the right to withdraw any Plan, pricing, or offer at any time prior to order acceptance without liability.

4.3 Credit System

(a) Nature of Credits: All Platform activities consume Credits. Credits are the unit of consumption for all paid Platform features, including but not limited to launching Audits, generating Lead Magnets, and re-running analytical steps within an Audit.

(b) Variable Consumption: The number of Credits consumed by any given activity is not fixed and may vary based on factors including but not limited to: the size and complexity of the SMB Client's business, the number of departments assessed, the number of stakeholders included, the number of analytical re-runs performed, the delivery mode (DFY or DIY), and any other factors DNX360 determines relevant. DNX360 publishes indicative Credit consumption rates but these are estimates only and actual consumption may differ.

The indicative quantities displayed on the pricing page are derived from these average consumption rates and do not represent a guaranteed minimum number of Audits or Lead Magnets per Subscription Period.

(c) Credit Carry-Over: Unused Credits accumulate indefinitely and carry over from one Subscription Period to the next, regardless of plan type or billing frequency. Credits do not expire as long as the Contractor maintains an active account. Credits accumulated under a previous plan are preserved upon plan upgrade or downgrade.

(d) No Refund on Credits: Credits, once purchased or allocated, are non-refundable except as expressly provided in Clause 5.3 (Hundred-Day Money-Back Guarantee) or Clause 4.2(c) / Clause 4.8, as applicable.

(e) Credit Visibility: Contractors can view their current Credit Balance through their account dashboard at any time.

4.4 Billing Cycles and Subscription Periods

(a) Monthly Plan: Billed every 28 calendar days from the date of initial subscription activation. Each billing cycle is exactly 28 days; billing is not aligned to calendar months, the first of any month, or any other calendar reference point.

(b) Quarterly Plan: Billed every 84 calendar days (3×28 days) from the date of initial subscription activation, payable in full upfront at a 20% discount on the equivalent monthly rate. Each billing cycle is exactly 84 days.

(c) Annual Plan: Billed every 336 calendar days (12×28 days) from the date of initial subscription activation, payable in full upfront at a 50% discount on the equivalent monthly rate. Each billing cycle is exactly 336 days.

(d) Upfront Payment: All Subscription Plans are prepaid. Payment is due and collected at the start of each Subscription Period. Access to the Platform and Credit allocation for the new period are contingent on successful payment.

(e) PPA Purchases: Pay-Per-Audit and individual Credit purchases are charged immediately upon purchase confirmation.

4.5 Automatic Renewal

(a) All Subscription Plans auto-renew automatically at the end of each Subscription Period on the pricing, plan structure, features, Credit allocations, usage entitlements and other commercial terms then in effect, unless the Contractor cancels before the applicable renewal date in accordance with Clause 5. Where DNX360 has discontinued, renamed, replaced, merged, split or restructured a plan, renewal may occur on the applicable successor or replacement plan in accordance with Clause 4.12.

(b) DNX360 is not required to send advance renewal reminders, renewal invoices or separate individual notices before charging the registered payment method on a renewal date. Any notice of pricing, plan or commercial changes given in accordance with Clause 4.12 shall be sufficient for these purposes. By subscribing, the Contractor expressly authorises DNX360 to charge the registered payment method on each renewal date without further notice, invoice or confirmation.

(c) Renewal is based on the Contractor's active plan at the time of renewal. If a Contractor has upgraded or downgraded their plan, the renewal will be at the new plan level in accordance with Clause 4.10.

(d) DNX360 reserves the right to update pricing at renewal in accordance with Clause 4.12.

4.6 Automatic Billing for Out-of-Plan Consumption

(a) Audit Overages: If a Contractor launches an Audit that would consume Credits beyond their current Credit Balance, the Contractor will be prompted to purchase additional Credits before proceeding. Audits cannot be launched without sufficient Credits.

(b) Lead Magnet Overages: Lead Magnets operate on a link-sharing model. Once a Lead Magnet link is distributed by a Contractor, SMB Clients may complete the Lead Magnet at any time. If Lead Magnet completions exceed the Contractor's available Lead Magnet Credit Balance, DNX360 will automatically charge the registered payment method for the additional completions at the applicable per-unit rate for the Contractor's plan, without prior notice or confirmation. The Contractor acknowledges and accepts this automatic billing mechanism as an inherent feature of the Lead Magnet distribution model.

The number of Lead Magnet completions available within a Contractor's included Credit allocation will vary depending on per-completion Credit consumption, which may differ from the indicative quantities displayed on the pricing page.

(c) Contractor Responsibility: The Contractor is solely responsible for monitoring their Credit Balance and managing the distribution of Lead Magnet links. DNX360 assumes no liability for unexpected charges arising from Lead Magnet completions. The Contractor is advised to monitor their account dashboard regularly.

(d) Payment Method Requirement: Contractors on paid plans must maintain a valid payment method on file at all times. Failure to maintain a valid payment method may result in service suspension.

4.7 Payment Terms

(a) All payments are due immediately upon invoice or automatic charge. Payments must be made by credit card or other DNX360-approved payment methods. Contractors bear all payment processing fees, currency conversion costs, and banking charges.

(b) Payments are deemed received when cleared funds reach DNX360's designated payment processor account.

(c) Late payments incur interest at 8% per annum above the Bank of England base rate (or equivalent central bank rate for other jurisdictions), plus administrative fees of £50 per month, compounding monthly. Contractors are responsible for all collection costs and legal fees incurred in recovering overdue amounts.

(d) Non-payment consequences escalate as follows:

- 7 days overdue: Interest and administrative fees begin accruing;
- 14 days overdue: Immediate Platform suspension and additional £100 administrative fee;
- 30 days overdue: All outstanding amounts become immediately due and DNX360 may terminate the account;
- 45 days overdue: Referral to collection agencies and commencement of legal proceedings.

(e) Contractors may not withhold, set-off, or deduct any amounts from payments due for any reason, including disputed charges or alleged service defects.

For Contractors domiciled or incorporated in the United States, interest on overdue amounts shall accrue at the rate of eighteen percent (18%) per annum (or the maximum rate permitted by applicable US state usury law, whichever is lower), calculated daily from the due date until the date of actual payment in full.

4.8 Taxes and Currency

(a) All fees are exclusive of VAT, GST, sales tax, and any other applicable indirect taxes, levies, or duties of any nature. Where such taxes are chargeable, DNX360 shall add them to the invoice and the Contractor shall pay them in full.

(b) Contractors established in the United Kingdom will be invoiced in GBP (£); Contractors established in the United States will be invoiced in USD (\$); all others will be invoiced in EUR (€), unless otherwise agreed in writing. Where a different currency is expressly agreed, the FX rate shall be the Bank of England daily closing rate on the invoice date plus 2%. Any conversion cost or banking charge is borne by the Contractor.

(c) Where DNX360 is VAT-registered, VAT shall be charged at the applicable rate in accordance with UK VAT legislation or, where applicable, accounted for under the reverse charge mechanism for business-to-business supplies outside the United Kingdom.

Where DNX360 is not VAT-registered, no VAT shall be charged.

The Customer shall be responsible for any VAT or similar taxes arising under the laws of its own jurisdiction, including where a reverse charge or equivalent mechanism applies.

Where VAT treatment is unclear due to regulatory changes or complex cross-border arrangements, DNX360 will apply the treatment it reasonably believes to be correct, with any adjustments made upon clarification.

(d) Contractors warrant their appropriate VAT registration status and shall provide valid VAT numbers and documentation as reasonably required.

(e) For Contractors located in the United States, DNX360 may be required to collect and remit sales tax or use tax in certain US states where DNX360 has established nexus. Where applicable, such taxes will be calculated and added at checkout. The Contractor is solely responsible for determining whether any exemption applies and for providing DNX360 with a valid exemption certificate prior to purchase. DNX360 does not provide tax advice, and the Contractor should consult its own tax advisor regarding its US federal, state, and local tax obligations arising from its use of the Platform.

4.9 Declined Orders and Failed Payments

DNX360 reserves the right to decline any subscription or purchase in its sole discretion without explanation. If a payment fails or is declined, DNX360 may suspend Platform access until payment is successfully processed. DNX360 assumes no liability for service interruptions resulting from payment failures.

4.10 Plan Changes — Upgrades and Downgrades

(a) Upgrades: A Contractor may upgrade their Subscription Plan at any time. An upgrade takes effect immediately upon payment of the applicable upgrade fee. The new plan's Credit allocation and pricing apply from the upgrade date. The remaining Credit Balance from the previous plan is preserved and carried over.

(b) Downgrades: A Contractor may request a downgrade at any time through their account interface. A downgrade takes effect at the start of the next Subscription Period following the request. The Contractor continues on their current plan until the end of the current Subscription Period. No prorated refund is provided for the difference in plan pricing.

(c) Credit Preservation: All accumulated Credits are preserved across plan changes, regardless of direction. Credits do not expire upon plan change.

4.11 Pricing for Additional Credits

The per-unit price for additional Credits purchased beyond the included allocation varies by Subscription Plan. Higher-tier plans benefit from lower

per-unit pricing on additional Credits. Current pricing is published on the DNX360 pricing page or inside the platform and is subject to change in accordance with Clause 4.12. The price applicable to any additional Credit purchase is the price published at the time of purchase.

4.12 Pricing, Plan and Commercial Changes

(a) DNX360 reserves the right to change at any time:

- (i) Subscription Plan fees;
- (ii) per-unit Credit pricing, PPA rates and other one-time purchase pricing;
- (iii) Credit allocations, usage entitlements or consumption rates;
- (iv) plan inclusions, features, functionality or limits;
- (v) the structure, name, packaging, availability or eligibility criteria of any Plan; and
- (vi) any other commercial terms relating to the Platform, Credits or Subscription Plans.

(b) For existing Subscription Plans, any change described in Clause 4.12(a) shall take effect from the next renewal date, provided that DNX360 shall give the Contractor not less than thirty (30) days' prior written notice of any increase to Subscription Plan fees or any material adverse change to plan inclusions, features, or Credit allocations. DNX360 may give notice of any such change by updating the applicable pricing, plan details or terms on its website, through the Platform, through the Contractor's account or billing interface, by email to the registered account email address, or by any combination of those methods. Unless mandatory law requires otherwise, DNX360 shall not be required to provide any separate, individual or additional notice beyond making the updated pricing, plan details or terms available by any of the foregoing means before the applicable renewal date. For the purposes of this Clause 4.12, publication of updated pricing, plan details or terms on DNX360's website, within the Platform or in the Contractor's account or billing interface shall constitute sufficient notice notwithstanding any other notice provision in these Terms.

(c) It is the Contractor's responsibility to review the then-current pricing, plan details and terms before each renewal date. If the Contractor does not cancel the relevant Subscription Plan before the applicable renewal date, the Contractor shall be deemed to have accepted the renewed Subscription Plan on the pricing and terms then in effect as of that renewal date. The Contractor's sole remedy if it does not agree to any such change is to cancel the relevant Subscription Plan before the applicable renewal date, in which case the Subscription Plan shall continue until the end of the then-current Subscription Period and shall not renew. Except as expressly stated in these Terms or required by mandatory law, no refund, credit, continuation of prior pricing or compensation shall apply.

(d) For new subscribers, new purchases, PPA purchases, one-time purchases and additional Credit purchases, any change described in Clause 4.12(a) may apply immediately and without prior notice. The price applicable to any such purchase is the price in effect at the time of purchase.

(e) Except where a change is required by applicable law, tax requirements, payment network rules or to correct a manifest error, DNX360 will not increase the base Subscription Plan fee for an active Subscription Plan during the then-current Subscription Period.

(f) Promotional, discounted, affiliate, partner, pilot or introductory pricing applies only for the period expressly stated at the time offered or, if no period is expressly stated, until the first renewal date following activation. DNX360 may withdraw, discontinue, modify or decline to renew any such pricing at any time with effect for new purchases immediately and for existing Subscription Plans from the next renewal date in accordance with this Clause 4.12.

5. CANCELLATION, REFUNDS, AND MONEY-BACK GUARANTEE

5.1 Cancellation by Contractor

- (a) Contractors may cancel their Subscription Plan at any time through the account management interface. Cancellation prevents automatic renewal at the end of the current Subscription Period.
- (b) Upon cancellation, the Contractor retains access to the Platform and their Credit Balance until the end of the current prepaid Subscription Period. No prorated refund is provided for any unused portion of the current Subscription Period.
- (c) Cancellation does not affect any outstanding payment obligations. All amounts due for the current Subscription Period remain payable in full.
- (d) PPA purchases are non-refundable. Credits purchased individually are non-refundable once purchased, except as provided in Clause 5.3.

5.2 No Prorated Refunds

DNX360 does not provide prorated refunds for any reason, including but not limited to: early cancellation, plan downgrade, non-use of Credits, partial use of Credits, or dissatisfaction with the Platform. All prepaid amounts are non-refundable except as expressly provided in Clause 5.3.

5.3 Hundred-Day Money-Back Guarantee

(a) Eligibility and Limited Scope: The Money-Back Guarantee applies exclusively to Contractors on paid Subscription Plans (Starter, Pro, or Agency) and only in respect of the Contractor's initial paid Subscription Plan. It does not apply to PPA purchases, individual Credit purchases, or any other one-time payments, and does not apply to any renewal Subscription Period or renewal charge.

(b) Guarantee Period: The Money-Back Guarantee is available for a period of **100 calendar days** from the date of the Contractor's first subscription

payment (the "Guarantee Period"). Claims submitted after the expiry of the Guarantee Period will not be considered under any circumstances.

(c) Conditions for Eligibility: To be eligible for a refund under the Money-Back Guarantee, the Contractor must satisfy all of the following conditions, together with any additional procedural, evidential, onboarding, usage, remediation & anti-abuse requirements set out in Schedule 3:

- The Contractor must have completed at least one full Audit through the Platform during the Guarantee Period;
- The Contractor must have completed all onboarding videos, training materials, onboarding tasks, implementation steps and other reasonable setup or enablement actions made available through DNX360 University, the Platform, the onboarding sequence, Customer Support communications, email communications or otherwise designated by DNX360;
- The Contractor must be able to confirm in writing, and demonstrate with evidence upon request, that it has informed its SMB Clients of the importance of completing all questionnaires fully, accurately and in good faith, including not omitting reasonably required answers and providing sufficient detail in any free-text or open-ended responses, and that it has appropriately emphasised this importance in its communications;
- DNX360 may assess the quality, completeness, accuracy and sufficiency of the questionnaire inputs and other inputs provided by the Contractor or any SMB Client and, where DNX360 determines in its reasonable judgment that the quality, usefulness or reliability of any Output or Output Report was materially affected by incomplete, inaccurate, insufficient, inconsistent, minimal or poor-quality inputs, inadequate engagement with the process, or failure to follow instructions attributable to the Contractor or any SMB Client, the Money-Back Guarantee shall not apply;
- Before submitting a refund request, the Contractor must have contacted DNX360 through the designated "Customer Support" section of the Platform and must have provided DNX360 with all information, screenshots, correspondence, examples, outputs, questionnaires, documentation and cooperation reasonably necessary to allow DNX360 to investigate and attempt to resolve the issue, including what is not working, why it is not working, and specific examples of the issues encountered, and must have complied with reasonable troubleshooting, setup, onboarding, implementation or remediation steps requested by DNX360;
- Prior to being deemed eligible for a refund under the Money-Back Guarantee, the Contractor must have received and accepted DNX360's remediation proposal, which shall consist of one (1) complimentary Audit credit or such other reasonable remediation step as DNX360 may designate, and must have completed that Audit on a new SMB Client or otherwise completed the remediation process required by DNX360. Failure to accept or complete the remediation process shall render the Contractor ineligible for a refund under the Money-Back Guarantee;
- For the avoidance of doubt, technical issues, bugs, service interruptions, outages, platform malfunctions or other technical faults shall not, under any circumstances, constitute grounds for a refund under the Money-Back Guarantee. Where the Contractor encounters any such issue, the Contractor must promptly notify DNX360 through the Customer Support section of the Platform and provide all relevant details, including a description of the issue, the circumstances in which it occurred, and any supporting documentation reasonably requested by DNX360. DNX360 will use commercially reasonable efforts to investigate and address the reported issue, and the Contractor may, at DNX360's sole discretion, be offered a credit, extension, replacement entitlement, billing adjustment or other accommodation; however, no refund shall arise on that basis alone.

(d) Exceptions and Special Circumstances: Notwithstanding the foregoing, DNX360 may, in its sole discretion, consider a refund, credit or other accommodation outside the standard Money-Back Guarantee criteria in the following exceptional circumstances:

- A documented Platform outage or service interruption lasting more than seventy-two (72) consecutive hours that materially prevented the Contractor from accessing or using the Platform;
- A billing error directly attributable to a technical fault in DNX360's systems resulting in an incorrect charge to the Contractor; or
- A duplicate charge arising from a payment processing error.

To request an exception under this provision, the Contractor must submit a written email request to finance@dnx360.com, with the subject line "Refund Request," and include full account details and a detailed description of the circumstances giving rise to the request. DNX360 may request additional information. This provision creates no obligation on DNX360 to grant any refund, credit or accommodation, does not establish any precedent, and any determination made under this provision shall be final and binding save in the case of manifest error.

(e) Claim Process: To submit a Money-Back Guarantee claim, the Contractor must send a written request to finance@dnx360.com within the Guarantee Period with the subject line "Refund Request," together with full account details and all information, documentation and evidence required under this Clause 5.3 and Schedule 3. DNX360 shall review a complete submission within fifteen (15) Business Days of receipt.

(f) DNX360's Determination: DNX360's assessment of eligibility under the Money-Back Guarantee shall be made on the basis of the information available to DNX360. DNX360 may request additional information, evidence or documentation at any time before making a determination. Incomplete submissions will not be processed. DNX360's determination shall be final and binding save in the case of manifest error. If the Contractor disputes DNX360's determination, the Contractor may submit a written appeal to legal@dnx360.com within fourteen (14) days of receiving the determination, setting out the grounds for appeal with supporting evidence. DNX360 shall review the appeal within fifteen (15) Business Days and provide a reasoned written response. This appeal process does not limit the Contractor's rights under mandatory applicable law.

(g) Refund Amount: Where a valid claim is approved, DNX360 will refund only the subscription fees actually paid by the Contractor for the relevant initial paid Subscription Plan during the Guarantee Period, excluding any PPA purchases, individual Credit purchases or other one-time payments. Any approved refund shall be processed to the original payment method within thirty (30) days of approval, subject to payment processor timing and applicable law.

(h) One-Time Right and Anti-Circumvention: The Money-Back Guarantee may be exercised only once per Contractor account, per Contractor entity, and per group of accounts or entities that DNX360 reasonably determines to be under common ownership, common control or acting in coordination. It is not available on renewal subscriptions or to any Contractor, Affiliate, successor, replacement entity, reseller, agency account, related account or person acting on behalf of any of them that has previously received a refund under this Money-Back Guarantee or any predecessor guarantee.

(i) Sole Refund Right: The Money-Back Guarantee constitutes the Contractor's sole and exclusive contractual right to a refund, credit or reimbursement under these Terms, except where mandatory applicable law requires otherwise or where DNX360 elects, in its sole discretion, to grant a refund, credit or other accommodation under Clause 5.3(d) or otherwise.

5.4 Termination by DNX360

DNX360 may suspend or terminate any account at any time, with or without notice, for: (a) breach of this Agreement; (b) non-payment; (c) suspected fraudulent activity; (d) conduct that DNX360 determines, in its sole discretion, is harmful to the Platform, other users, or DNX360's reputation; or (e) any other reason DNX360 deems appropriate. Upon termination by DNX360 for cause, no refund will be provided. Upon termination by DNX360 without cause, DNX360 will provide a prorated refund for the unused portion of the current prepaid Subscription Period.

5.5 Refund Policy

DNX360 publishes a standalone Refund Policy that provides a publicly accessible summary and explanation of the refund provisions set out in this Clause 5 and Schedule 3. The Refund Policy is provided for information and transparency purposes and is incorporated into these Terms by reference. In the event of any conflict or inconsistency between the Refund Policy and this Clause 5 or Schedule 3, this Clause 5 and Schedule 3 shall prevail in all respects.

6. AUDIT PROCESS, PLATFORM MECHANICS, AND OUTPUT

6.1 Audit Delivery Modes

(a) DFY or Done-For-You Mode: The Contractor usually manages all human-facing steps of the Audit process, including but not limited to stakeholder coordination, support, interview facilitation, and report presentation. The Contractor is responsible for ensuring adequate SMB Client engagement and questionnaire completion quality.

(b) DIY or Do-It-Yourself Mode: The SMB Client usually manages the human-facing steps directly.

(c) Both Delivery Modes use the same Questionnaire Engine and AI processing infrastructure and produce the same Output Report structure. The delivery mode does not affect the depth or quality of the analytical methodology applied.

(d) For both Delivery Modes, the Contractor is responsible for explicitly briefing the SMB Client on the process and the importance of completing the questionnaire fully and accurately; including but not limited to avoiding skipping questions where an answer is reasonably required and providing as much detail as possible in any open-ended questions. The quality of the Output Report is directly dependent on the quality of the SMB Client's input and engagement.

6.2 Questionnaire Engine and Raw Data Confidentiality

(a) The Questionnaire Engine is DNX360's proprietary intellectual property. The full questionnaire, including all questions, branching logic, and scoring algorithms, is confidential and constitutes a trade secret of DNX360. Neither the Contractor nor the SMB clients are allowed to take screenshots, copy-paste questions and answers, or try to reverse engineer the questionnaire in any way, shape, or form.

(b) SMB Clients interact with the Questionnaire Engine through a personalized, adaptive interface that presents only the questions relevant to their specific business context and audit path. The Contractor or the SMB Clients do not have access to the full questionnaire or to the questionnaire paths of other SMB Clients.

(c) Raw Questionnaire Data is not accessible to Contractors or SMB Clients under any circumstances. Contractors and SMB Clients have no right to access, request, or receive Raw Questionnaire Data, including responses to questions. This restriction is absolute and applies regardless of any claim of ownership, data subject rights, or other legal basis, subject only to mandatory applicable law.

(d) Contractors acknowledge and accept this restriction as a fundamental condition of Platform access, necessary to protect DNX360's intellectual property, maintain GDPR compliance, and preserve the integrity of the diagnostic methodology.

6.3 Output Report

(a) The Output Report is generated by DNX360's AI systems based on the processed questionnaire data and is specific to the SMB Client assessed. The Output Report is delivered to the Contractor through the Platform.

(b) The Output Report comprises three levels of analysis: (i) company-wide overview; (ii) department-by-department analysis; and (iii) cross-departmental insights. Each level includes pain point identification, intervention recommendations, a prioritization matrix, and an implementation roadmap.

(c) The Output Report is provided for informational and advisory purposes only. It does not constitute legal, financial, regulatory, technical, or professional advice. The Contractor is responsible for how the Output Report is presented to and used by the SMB Client.

(d) The quality, depth, accuracy, and utility of the Output Report are directly and materially dependent on the completeness, accuracy, truthfulness, and sufficiency of the information provided by the Client in the questionnaire and any related inputs. DNX360 provides the Output Report on a best-efforts basis only. The Output Report is generated based on the information available at the time of processing and is subject to inherent limitations arising from variables outside DNX360's reasonable control, including but not limited to the quality of Client-supplied data, third-party data sources and services, technological constraints, and the evolving nature of the subject matter. **DNX360 makes no representation, warranty, or guarantee of any kind, whether express, implied, statutory, or otherwise, regarding the Output Report, including without limitation any warranty of accuracy, completeness, fitness for a particular purpose, or merchantability.** The Client acknowledges and accepts that the Output Report represents a best-efforts output under the circumstances and that no specific outcome, result, or level of quality is guaranteed or can be guaranteed. DNX360 shall bear no liability for any deficiency, inaccuracy, or limitation in the Output Report arising from factors beyond its reasonable control.

6.4 Voice Transcription

The Platform may include voice transcription functionality to facilitate questionnaire completion. Voice transcription accuracy depends on factors including but not limited to: audio quality, background noise, accent, language, and technical environment. DNX360 provides no warranty regarding transcription accuracy and accepts no liability for errors or omissions in transcribed content. Contractors should strongly advise SMB Clients to review transcribed content for accuracy before submission.

6.5 Stakeholder Assignment

The Platform allows SMB Clients to assign specific questionnaire sections to individual stakeholders within or outside their organization. SMB Clients are solely responsible for the appropriateness of stakeholder assignments and for ensuring that assigned stakeholders complete their sections. DNX360 assumes no responsibility for incomplete Audits resulting from stakeholder non-participation.

6.6 SMB Client Acknowledgement and Direct Legal Relationship

(a) Regardless of whether the Contractor uses white-label branding or presents the Platform under DNX360's own brand, all SMB Clients are required to complete a mandatory click-through acknowledgement directly within the Platform before they can access or participate in any Audit or Lead Magnet session. This mechanism is enforced at the platform level and cannot be removed, bypassed, modified, or waived by the Contractor or any other party.

(b) Through the mandatory click-through acknowledgement, each SMB Client confirms that it has been presented with, and agrees to be bound by, DNX360's Terms of Service and Privacy Policy, accessible via links displayed within the Platform at the point of acknowledgement. DNX360's Terms of Service and Privacy Policy bear DNX360's name and are issued by J. Sallinger Ltd. trading as DNX360, regardless of any white-label branding applied by the Contractor.

(c) The mandatory click-through acknowledgement creates a direct and binding legal relationship between DNX360 and each SMB Client, independent of and in addition to any contractual relationship between the Contractor and the SMB Client. This direct relationship exists on all plans and in all deployment configurations of the Platform, including white-label deployments.

(d) The Contractor acknowledges that:

- (i) DNX360's direct legal relationship with SMB Clients is a fundamental and non-negotiable feature of the Platform, and a material condition of the Contractor's licence to use the Platform;
- (ii) the Contractor has no authority to represent to any SMB Client that the click-through acknowledgement has no legal effect, or that DNX360's Terms of Service or Privacy Policy do not apply to them;
- (iii) the Contractor shall not take any action to discourage, circumvent, or interfere with any SMB Client's completion of the mandatory acknowledgement step;
- (iv) DNX360 reserves the right to update its SMB-facing Terms of Service and Privacy Policy at any time without the Contractor's consent, provided that such updates do not materially increase the Contractor's obligations under these Terms;
- (v) the existence of DNX360's direct legal relationship with SMB Clients does not create any liability or obligation on DNX360 towards the Contractor in respect of the Contractor's own commercial relationship with those SMB Clients.

(e) SMB Clients' rights and obligations in respect of Platform usage, data processing, and Output delivery are governed exclusively by DNX360's SMB-facing Terms of Service and Privacy Policy. Nothing in these Terms confers any rights on SMB Clients under this contractor agreement, nor does it extend DNX360's liability to SMB Clients beyond what is set out in DNX360's own SMB-facing Terms of Service.

(f) DNX360 maintains electronic records of each SMB Client's click-through acknowledgement, including timestamp and session data. These records constitute conclusive evidence of the SMB Client's acceptance of DNX360's Terms of Service and Privacy Policy and may be relied upon by DNX360 in any legal, regulatory, or dispute resolution proceeding.

(g) The SMB Client Terms of Service incorporate the Privacy Policy (SMB Client), the Cookie Policy, and the Acceptable Use Policy, and SMB Clients are bound by such documents upon acceptance of the click-through acknowledgement.

6.7 Performance Standards and Disclaimers

(a) DNX360 provides the Platform on a best-efforts basis. DNX360 undertakes an obligation of means, not results, and provides no guarantees regarding Platform availability, Output Report quality, or business outcomes for Contractors or SMB Clients.

(b) The Output Report reflects DNX360's AI-generated analysis based on available data. It does not guarantee the accuracy, completeness, or suitability of recommendations for any specific SMB Client's circumstances.

(c) DNX360 makes no representation that any SMB Client's business is suitable for the recommendations contained in the Output Report, or that implementation of such recommendations will produce any specific outcome.

(d) Nothing in this clause excludes DNX360's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

7. DATA RIGHTS, CONFIDENTIALITY, AND DATA PROTECTION

7.1 DNX360's Data Rights — Anonymised and Aggregated Data

(a) The Contractor acknowledges and agrees that, in connection with the provision, operation, security, support and improvement of the Platform and the Services, DNX360 may collect, receive, host, process and store data submitted to, through or generated by the Platform, including questionnaire responses, audit data, output data, usage data, system logs and related metadata.

(b) Subject always to applicable law and Clause 7.3, DNX360 retains the perpetual, worldwide, royalty-free right to use, process, analyse, aggregate, anonymise and exploit data generated through the Platform in anonymised and aggregated form only, meaning in a form that does not identify, and cannot reasonably be used to identify, any natural person, SMB Client or Contractor, for any lawful business purpose, including:

- (i) training, testing, improving and developing DNX360's AI models, algorithms, questionnaire engine and analytical systems;
- (ii) producing industry reports, benchmarking studies, market analyses and sector insights;
- (iii) developing new products, services, features and commercial offerings;
- (iv) publishing research, white papers and thought leadership content;
- (v) licensing or commercialising aggregated insights to third parties; and
- (vi) any other purpose permitted by applicable law.

(c) The rights in Clause 7.1(b) are not limited to AI training purposes and extend to commercial, research, product development, analytics, security and service optimisation activities, to the fullest extent permitted by applicable law.

(d) DNX360 shall not intentionally use or disclose data in a manner that identifies any natural person, SMB Client or Contractor unless:

- (i) expressly permitted by these Terms;
- (ii) required for the provision, support, security or enforcement of the Platform or the Services;
- (iii) required by applicable law or a lawful order of a competent authority; or
- (iv) the relevant party has provided any consent required by applicable law.

7.2 Contractor's Data Obligations

(a) Contractor is solely responsible for ensuring that all data submitted through the Platform by an SMB Client in connection with Contractor's use of the Platform, and any data submitted by the Contractor itself where applicable, is collected, disclosed and submitted lawfully and with all notices, consents, permissions, authorisations and other lawful bases required under applicable law.

(b) Contractor shall ensure that each SMB Client is informed, in a legally compliant manner, that its data may be processed through DNX360's Platform, including through approved cloud, infrastructure and AI sub-processors engaged by DNX360 in accordance with these Terms and the Data Processing Agreement.

(c) Contractor shall comply, and shall ensure that each SMB Client complies, with all applicable data protection, privacy, AI, consumer, employment and sector-specific laws relevant to its use of the Platform, the Services and any Output in the jurisdictions in which it operates.

(d) Contractor shall ensure that all privacy notices, disclosures and other information required under applicable law are provided to SMB Clients and any other relevant individuals, including information regarding DNX360's role in processing Personal Data where required.

(e) Contractor shall use reasonable efforts to ensure that data submitted through the Platform by or on behalf of SMB Clients, and any data submitted by the Contractor where applicable, is relevant, accurate, not excessive for the intended purpose, and limited to what is reasonably necessary for the relevant audit, analysis or engagement.

(f) Contractor shall ensure that neither it nor any SMB Client submits to the Platform any sensitive, restricted, protected or specially regulated Personal Data, including any data relating to health, biometrics, children, criminal matters or any similar category recognised under applicable law, unless:

- (i) such submission is expressly permitted by the Platform, any applicable supplemental terms or DNX360's prior written approval; and
- (ii) all notices, consents, authorisations, safeguards and other legal requirements required under applicable law have been obtained and documented.

(g) Contractor remains solely responsible for its relationship with each SMB Client, including all advice, recommendations, implementation decisions, compliance assessments and actions taken by Contractor or any SMB Client in reliance on the Platform or any Output.

7.3 Data Processing Agreement and Roles

(a) To the extent DNX360 processes Personal Data submitted through the Platform by an SMB Client, whether directly or via the Contractor, or otherwise made available to DNX360 in connection with the Platform and the Services, Contractor acts as controller, or where applicable as processor on behalf of the relevant controller, and DNX360 acts as processor or sub-processor, as applicable, in respect of such processing.

(b) Contractor instructs DNX360 to process such Personal Data only:

- (i) to provide, secure, support, maintain and improve the Platform and the Services;
- (ii) in accordance with these Terms, the applicable Data Processing Agreement and documented lawful instructions of Contractor;
- (iii) as required to prevent fraud, abuse or security incidents; and
- (iv) as otherwise required by applicable law.

(c) The Data Processing Agreement set out in Schedule 1 is incorporated into and forms part of these Terms. To the extent of any conflict between Schedule 1 and these Terms in relation to DNX360's processing of Personal Data as processor or sub-processor, Schedule 1 shall prevail.

The Standalone DPA supplements the data processing terms set out in this Schedule 1 and is incorporated into these Terms by reference. The Privacy Policy (Contractor) and the Privacy Policy (SMB Client) describe how DNX360 processes Personal Data in its capacity as an independent controller and should be read together with this Clause 7.3 and Schedule 1.

(d) DNX360 may also process Personal Data as an independent controller where necessary for its own legitimate business purposes, including account administration, billing, identity and access management, fraud prevention, security monitoring, incident response, legal and regulatory compliance, exercising or defending legal claims, internal reporting, and maintaining and improving the reliability, security and performance of the Platform and the Services, in each case in accordance with applicable law.

(e) DNX360 shall implement and maintain reasonable and appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

(f) DNX360 may engage sub-processors, including third-party AI providers, cloud infrastructure providers and other technology partners, to deliver the Platform and the Services. Contractor gives general authorisation to the use of such sub-processors. DNX360 shall ensure that sub-processors engaged for processor activities are bound by data protection obligations no less protective in all material respects than those applicable to DNX360 under these Terms and Schedule 1.

(g) DNX360 shall provide reasonable assistance to Contractor, taking into account the nature of the processing and the information available to DNX360, in responding to legally required individual rights requests and in meeting obligations relating to security incidents, risk or impact assessments, and regulatory enquiries, in each case to the extent required by applicable law and reasonably technically feasible.

(h) DNX360 shall notify Contractor without undue delay after becoming aware of a confirmed Personal Data breach affecting Personal Data processed by DNX360 on Contractor's behalf and shall provide information reasonably available to DNX360 to enable Contractor to meet any mandatory reporting obligations applicable to it.

(i) DNX360 may retain Personal Data for the duration of the engagement and for up to twelve (12) months thereafter to the extent reasonably necessary for secure backup cycles, audit trails, dispute management, fraud prevention, business records and legal compliance, after which DNX360 shall delete or anonymise such Personal Data unless longer retention is required by applicable law or a lawful order of a competent authority.

(j) Where Personal Data is transferred across borders, stored in, or accessed from another jurisdiction, such transfer, storage or access shall be carried out in compliance with all cross-border data transfer, access and localisation requirements applicable to the relevant Personal Data and the relevant

jurisdictions involved, using any safeguard, mechanism, assessment, notice, consent, contractual protection or other measure required or permitted under applicable law, including any equivalent, replacement or successor mechanism recognised from time to time.

(k) Each party shall be responsible for fines, penalties, losses and damages to the extent caused by its own breach of applicable data protection law. Contractor shall indemnify DNX360 only to the extent any claim, fine, penalty, loss or damage arises from Contractor's unlawful instructions, unlawful submission of data, failure to provide required notices or obtain required consents, or other breach of Contractor's obligations as controller or equivalent role under applicable law.

(l) Contractor may request information reasonably necessary to demonstrate DNX360's compliance with Schedule 1 and this Clause 7.3. Any audit request may be made no more than once per calendar year on at least thirty (30) days' prior written notice, must be proportionate and limited to processing activities directly relevant to Contractor's Personal Data, and must be carried out by an independent auditor acceptable to DNX360 acting under confidentiality obligations. DNX360 may satisfy such request by providing current third-party certifications, summaries, audit reports or equivalent compliance documentation in lieu of a direct audit except where a direct audit is expressly required by a competent regulatory authority or mandatory law.

(m) The Contractor acknowledges that DNX360 has published the Privacy Policy (Contractor) describing how DNX360 collects, uses, and processes the Contractor's Personal Data as an independent controller. The Contractor confirms that it has read, understood, and accepted the Privacy Policy (Contractor) and agrees to its terms.

7.4 Confidentiality

(a) Each party shall keep confidential and not disclose to any third party any Confidential Information received from the other party, except to its employees, officers, professional advisers, contractors, sub-processors and service providers who have a need to know such information for the purposes of these Terms and who are bound by confidentiality obligations no less protective than those set out herein.

(b) Each party shall use the other party's Confidential Information solely for the purposes of performing, receiving or enforcing these Terms and shall protect it using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in any event no less than reasonable care.

(c) Contractor acknowledges that DNX360's Confidential Information includes, without limitation, the questionnaire engine, all questions and branching logic, AI models and algorithms, prompts, analytical methodologies, scoring logic, frameworks, output report methodology and structure, pricing, contractor and affiliate networks, product roadmap, trainings, business strategies, security arrangements and all other proprietary business and technical information of DNX360.

(d) The confidentiality obligations in this Clause 7.4 shall survive termination or expiry of these Terms for ten (10) years, except in respect of trade secrets and information that remains confidential by its nature, for which such obligations shall survive for so long as such information remains confidential.

7.5 Third-Party AI Providers, Sub-Processors and Data Processing Dependencies

The Contractor acknowledges that DNX360 may use third-party AI providers, hosting providers, cloud infrastructure providers, storage providers, analytics providers, security providers and other technical or operational service providers in connection with the Platform and the Services.

Where any such provider processes Personal Data on behalf of DNX360, such provider shall be treated as a sub-processor to the extent required by applicable data protection law and the Data Processing Agreement.

The Contractor gives general authorisation to DNX360's use, appointment, replacement and removal of sub-processors from time to time. DNX360 shall not be required to use, continue using, disclose, or obtain the Contractor's approval for any specific provider, model, infrastructure provider, sub-processor, technical architecture, routing process, prompt structure, configuration or commercial arrangement, except to the extent strictly required by applicable law or the Data Processing Agreement.

The Contractor is responsible for ensuring that its own notices, consents, contracts and arrangements with SMB Clients permit the processing of SMB Client Data through the Platform, including by DNX360's third-party providers and sub-processors.

8. INTELLECTUAL PROPERTY AND WHITE-LABEL RIGHTS

8.1 DNX360 Intellectual Property

(a) DNX360 retains all intellectual property rights in and to the Platform, including but not limited to: the Questionnaire Engine, all individual questions, question sequences, branching logic, conditional pathways, scoring mechanisms, weighting frameworks, and adaptive response trees (whether encountered in the 3D Business Scan, the Lead Magnet Engine, or any other feature of the Platform); AI models, algorithms, training data, and inference logic; Output Report methodology, structure, and analytical frameworks and Prompts; the three-level analysis architecture, pain point identification logic, intervention prescription logic, prioritisation matrix structure, and roadmap generation methodology; software, interfaces,

databases, screen flows, user interface designs, training materials, brand assets, and all other proprietary technology and content (collectively, "Protected IP").

(b) No rights in DNX360's Protected IP are transferred to Contractors under these Terms. Contractors receive only a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform solely for the purposes described in these Terms, subject to the conditions herein.

(c) The Contractor shall not, and shall ensure that its employees, agents, subcontractors, SMB Clients, and any third party acting on its behalf or at its direction do not, by any means or method, whether manual, automated, AI-assisted, or otherwise:

- (i) take screenshots, screen recordings, photographs, video captures, or any other visual or audio reproduction of any part of the Platform, including any questionnaire, question, potential answers, branching path, output, or interface element;
- (ii) copy, transcribe, extract, or compile any question, question sequence, potential answer, branching logic, or scoring mechanism from the Platform into any external document, file, database, spreadsheet, or system, whether in whole or in part;
- (iii) use scrolling bots, crawlers, scraping tools, browser automation, AI-assisted screen reading, optical character recognition, or any other automated or semi-automated technology — whether existing now or developed in the future — to capture, reconstruct, or approximate any part of the Platform or its content;
- (iv) conduct repeated or systematic audit sessions, whether using real or fictitious SMB Client data, for the purpose of mapping, reconstructing, or approximating the full questionnaire set, branching logic, or diagnostic methodology of the Platform;
- (v) reverse engineer, decompile, disassemble, or attempt to derive the source code, algorithms, AI models, weighting logic, or underlying methodology of the Platform by any means;
- (vi) reproduce, replicate, or create any product, tool, framework, template, or service that is substantially similar to or derived from any Protected IP, whether or not it directly copies Protected IP verbatim;
- (vii) use any Protected IP, or any reconstruction or approximation thereof, to develop, train, improve, or benchmark any competing or substitute product or service;
- (viii) register any domain name, trademark, business name, or other identifier that is identical or confusingly similar to any DNX360 mark or brand asset;
- (ix) claim ownership of, or assert any rights in, any Protected IP.

(d) Active Monitoring: The Contractor acknowledges and expressly consents to DNX360 actively monitoring Platform usage, account activity, audit session patterns, and access logs for the purpose of detecting any breach or attempted breach of this Clause 8.1. DNX360 reserves the right to use automated monitoring tools, anomaly detection systems, and manual review to identify suspicious usage patterns, including but not limited to: unusually high audit volumes, repeated sessions with minimal or identical inputs, systematic navigation of questionnaire branches, and any usage pattern consistent with extraction or replication activity. The Contractor's use of the Platform constitutes ongoing consent to such monitoring for the duration of the Subscription and for such period thereafter as DNX360 reasonably requires to investigate any suspected breach.

8.2 White-Label Rights

(a) Contractors may present the Platform's outputs and tools under their own branding to SMB Clients. This white-label right is a limited feature of the Platform licence and does not transfer any Protected IP or any other intellectual property rights to the Contractor.

(b) Regardless of any white-label branding applied by the Contractor, the underlying contractual relationship for Platform access remains exclusively between the Contractor and J. Sallinger Ltd. trading as DNX360 under these Terms.

(c) Where the Contractor presents the Platform under its own branding, the Contractor is solely responsible for all representations made to SMB Clients about the service, its capabilities, and its outputs. DNX360 assumes no liability for any representations made by the Contractor to SMB Clients.

(d) Regardless of any branding, white-label presentation, or representations made by the Contractor to SMB Clients, these Terms govern the Platform and all data processed through it. If an SMB Client or any third party investigates the legal basis of the service, they will find J. Sallinger Ltd. trading as DNX360 as the underlying service provider. The Contractor may not represent that these Terms are its own or that J. Sallinger Ltd. is not involved. The Contractor may not create separate terms and conditions purporting to govern the Platform or its outputs.

(e) The Contractor shall not represent to any SMB Client, third party, or in any public or private communication that the diagnostic methodology, questionnaire, output structure, or any other element of the Platform is the Contractor's own proprietary work or intellectual property. Notwithstanding the foregoing, the Contractor is not required to publicly disclose that the Platform is powered by DNX360.

(f) The Contractor shall include in its own terms and conditions with SMB Clients a provision stating that: (i) the diagnostic tool used is powered by a third-party platform; (ii) the methodology and outputs are proprietary to that third-party platform; and (iii) the SMB Client acquires no rights in the underlying methodology or platform by virtue of receiving the Output. DNX360 shall provide a standard form of wording for this purpose upon request at legal@dnx360.com

(g) SMB Client Terms and Privacy Policy

For the avoidance of doubt, the mandatory SMB Client acknowledgement and direct legal relationship established under Clause 6.6 apply equally to white-label deployments of the Platform. No SMB Client may access the Platform or receive any Output unless and until it has accepted the SMB Client Terms of Service and the Privacy Policy (SMB Client) through the click-through acknowledgement mechanism described in Clause 6.6, whether the Platform is presented under the Contractor's brand or DNX360's brand.

8.3 Output Report Ownership and Licence

(a) DNX360 retains ownership of the Output Report methodology, structure, and all underlying analytical frameworks. Contractors receive a non-exclusive, non-transferable licence to use Output Reports generated for their SMB Clients solely for the purpose of delivering services to those SMB Clients.

(b) Contractors may not: (i) resell Output Reports as standalone products; (ii) use Output Reports to develop competing products or services; (iii) reverse engineer the structure, scoring, or prioritisation logic of any Output Report; (iv) share Output Reports with any third party other than the relevant SMB Client without DNX360's prior written consent.

8.4 Sub-Licensing

Contractors may grant SMB Clients access to their Output Reports and Lead Magnet results as part of their service delivery. Any such sub-licensing is the Contractor's sole responsibility. DNX360 assumes no liability for how Contractors or SMB Clients use, share, or act upon Output Reports or Lead Magnet results.

8.5 Survival

The obligations in this Clause 8 shall survive the termination or expiry of these Terms indefinitely, given the permanent nature of the harm that any breach would cause to DNX360's proprietary methodology and competitive position.

9. CONTRACTOR OBLIGATIONS AND WARRANTIES

9.1 General Obligations

Contractors shall:

- (a) use the Platform only for lawful purposes and in accordance with these Terms;
- (b) acknowledge that DNX360 maintains a direct legal relationship with SMB Clients through the mandatory click-through acknowledgement of DNX360's Terms of Service and Privacy Policy, as set out in Clause 6.6 and shall not take any action inconsistent with or in conflict with that relationship;
- (c) ensure that all SMB Clients are informed of the nature of the service prior to commencing any Audit or Lead Magnet session, without misrepresenting the Platform's capabilities, outputs, or the role of DNX360;
- (d) comply with all applicable laws and regulations in connection with their use of the Platform and their relationships with SMB Clients;
- (e) maintain accurate and up-to-date account information at all times;
- (f) fully cooperate with DNX360, without restriction and within the shortest reasonable timeframe, in connection with any investigation, audit, compliance review, or regulatory inquiry relating to the Platform or the Contractor's use thereof.

9.2 SMB Client Obligations

(a) Contractors are solely responsible for their commercial relationships with SMB Clients, including all representations made, services promised, fees charged, and obligations undertaken, except to the extent that such matters are governed directly by DNX360's Terms of Service and Privacy Policy accepted by the SMB Client under Clause 6.6.

(b) Contractors must explicitly ensure that SMB Clients are informed and substantially briefed on the process and the importance of completing the questionnaire fully and accurately, including but not limited to: avoiding skipping questions where an answer is reasonably required; and providing as

much detail as possible in any open-ended questions. The quality of the Output Report is directly and entirely dependent on the quality of the SMB Client's input, questionnaire responses, and engagement. DNX360 accepts no liability whatsoever for Output Report quality where questionnaire responses are incomplete, inaccurate, minimal, or otherwise insufficient.

(c) The Contractor acknowledges that DNX360's Terms of Service and Privacy Policy, accepted directly by the SMB Client through the Platform, govern DNX360's relationship with the SMB Client in respect of Platform usage, data processing, and Output delivery. The Contractor shall not make any representation to any SMB Client that contradicts, supplements, or purports to override DNX360's Terms of Service or Privacy Policy

(d) Contractors must comply with all applicable laws and regulations in their jurisdiction and in the jurisdictions of their SMB Clients, including but not limited to data protection laws, AI regulation, consumer protection laws, and professional licensing requirements. Compliance with DNX360's Terms of Service and Privacy Policy by the SMB Client does not relieve the Contractor of its own independent compliance obligations.

(e) Without limiting the foregoing, the Contractor shall ensure that each SMB Client has accepted the SMB Client Terms of Service and the Privacy Policy (SMB Client) before that SMB Client accesses the Platform, submits any data, or receives any Output.

9.3 Legal and Regulatory Compliance

(a) Contractors are solely responsible for ensuring full compliance with all applicable laws, regulations, and industry standards in connection with their use of the Platform and its outputs, including but not limited to: data protection and privacy laws, AI regulation, employment law, tax obligations, financial services regulations, consumer protection laws, and any other jurisdictional or industry-specific requirements.

(b) Contractors must proactively communicate to DNX360 any applicable legal or regulatory requirements relevant to their specific use of the Platform, including any sector-specific restrictions or obligations, as soon as the Contractor becomes aware of them.

(c) The Contractor acknowledges that DNX360's direct legal relationship with SMB Clients under Clause 6.6 does not transfer, reduce, or in any way limit the Contractor's own independent legal and regulatory compliance obligations in respect of its relationship with those SMB Clients.

(d) Contractors shall indemnify and hold harmless DNX360 against any losses, liabilities, penalties, fines, and claims arising from: (i) the Contractor's failure to comply with applicable legal or regulatory requirements; or (ii) any conflict or inconsistency between the Contractor's own representations or terms and DNX360's Terms of Service or Privacy Policy presented to SMB Clients.

9.4 Prohibited Activities

Contractors shall not:

- (a) use the Platform to engage in any unlawful activity;
- (b) attempt to gain unauthorised access to any part of the Platform or to any other user's or SMB Client's account;
- (c) use the Platform to collect or process data in violation of applicable data protection laws or in a manner inconsistent with DNX360's Privacy Policy as presented to SMB Clients;
- (d) use the Platform to engage in competitive intelligence activities against DNX360 or any other user of the Platform;
- (e) share account credentials with any unauthorised third party;
- (f) use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other user's access or use;
- (g) use the Platform or any Output, in any manner, to develop competing products or services;
- (h) take any action designed to undermine, circumvent, or conflict with DNX360's direct legal relationship with SMB Clients as established under Clause 6.6, including but not limited to: presenting alternative terms to SMB Clients that purport to govern Platform usage; instructing SMB Clients to disregard DNX360's Terms of Service or Privacy Policy; or representing to SMB Clients that the click-through acknowledgement has no legal effect.

10. FREELANCE SALES FORCE, AFFILIATES, PROMOTIONAL, THIRD-PARTY REFERRAL FEES, AND COMMERCIAL BENEFITS ARRANGEMENTS

10.1 Sales Channels

DNX360 markets and sells its Platform through multiple channels, including but not limited to: direct sales, freelance sales representatives, affiliate partners, referral partners, and online promotional campaigns. Regardless of the channel through which a Contractor discovers or purchases access to the Platform, the contractual relationship is exclusively between the Contractor and J. Sallinger Ltd. under these Terms and Conditions.

10.2 Freelance Sales Representatives and Affiliates

(a) DNX360 works with freelance sales representatives and affiliate partners who promote the Platform and may present its features and benefits to prospective Contractors. These individuals and entities operate under separate agreements with DNX360 and are not employees, agents, or authorized representatives of DNX360 for the purpose of making binding representations or warranties about the Platform.

(b) DNX360 uses reasonable efforts to ensure that its freelance sales representatives and affiliates present the Platform accurately and in accordance with DNX360's guidelines. However, DNX360 cannot guarantee the accuracy of all representations made by third-party sales channels.

(c) Contractor's Responsibility to Verify: By accepting these Terms and Conditions, the Contractor acknowledges that it has had the opportunity to review the Platform, its features, and its capabilities independently, and that it is not relying solely on representations made by any freelance sales representative, affiliate, or third-party channel. The Contractor accepts sole responsibility for verifying that the Platform meets its requirements before subscribing. DNX360 assumes no liability for representations made by freelance sales representatives or affiliates that are inconsistent with these Terms and Conditions or the Platform's published specifications.

(d) No representation, warranty, or commitment made by any freelance sales representative, affiliate, or third-party channel is binding on DNX360 unless expressly confirmed in writing by an authorized DNX360 representative.

10.3 Discount Codes, Affiliate Links, and Promotional Pricing

(a) DNX360 may offer discount codes, affiliate links, referral codes, and other promotional mechanisms ("**Promotional discounts**") that provide Contractors with discounts on Subscription Plans or individual purchases.

(b) Promotional discounts are applied to the Contractor's subscription for the life of the subscription to which they were applied, provided the Contractor does not change their plan. If the Contractor upgrades or downgrades their plan, the promotional discount may no longer apply to the new plan, and the standard pricing for the new plan will apply. For the avoidance of doubt **and as** established under Clause 4.12(f), DNX360 reserves the right to discontinue promotional pricing at the time of renewal or for new subscriptions at any time.

(c) Promotional discounts are applied on top of any commitment discounts (Quarterly or Annual) and are cumulative with such discounts unless otherwise specified.

(d) DNX360 reserves the right to discontinue, modify, or expire any promotional code or affiliate link at any time for new subscriptions. Existing subscribers who have already applied a valid promotional code retain the benefit of that code for the life of their subscription, subject to Clause 10.3(b).

(e) Promotional codes and affiliate links are non-transferable and may only be used by the Contractor to whom they were issued or made available. Misuse of promotional codes, including but not limited to creating multiple accounts to obtain promotional pricing, constitutes a material breach of this Agreement.

10.4 No Agency or Partnership

Nothing in this Agreement creates any agency, partnership, joint venture, or employment relationship between DNX360 and any Contractor, freelance sales representative, or affiliate. All parties are independent contractors.

10.5 Third-Party Referral Fees and Commercial Benefits

DNX360 may receive referral fees, affiliate fees, commissions, revenue share, discounts, credits, rebates or other commercial benefits from third-party providers, software vendors, platforms, Implementors, affiliates or other commercial partners that DNX360 recommends, references, integrates with, routes to, enables access to, introduces, or otherwise makes available in connection with the Platform, Services, Outputs, Lead Magnet Engine, 3D Business Scan, Growth Model or Implementor Network.

The Contractor acknowledges and accepts that such arrangements do not create any fiduciary duty, agency relationship, advisory duty, procurement duty, conflict-management duty, obligation to recommend the lowest-cost or best available provider, obligation to account for or disclose the amount of any benefit received, or additional liability on the part of DNX360.

The Contractor remains solely responsible for independently assessing the suitability, legality, security, pricing, terms, performance and commercial appropriateness of any third-party provider, tool, product, service, platform, Implementor or commercial partner before relying on, purchasing, connecting to, implementing or recommending it to any SMB Client.

11. IMPLEMENTOR NETWORK

11.1 Nature of the Implementor Network

DNX360 provides Contractors with access to the Implementor Network, a network of third-party technical implementation specialists accessible through DNX360's platform, who may be able to assist with the technical implementation of recommendations contained in Output Reports. Access to the Implementor Network is a supplementary feature of the Platform, provided on a discretionary and non-exclusive basis. It does not form part of DNX360's core service obligations and may be modified, suspended, or terminated in whole or in part at any time, with or without notice, at DNX360's sole discretion, without creating any continuing obligation or liability to maintain availability.

The identity of individual Implementor Network members is not disclosed to Contractors or SMB Clients prior to, or in the course of, any implementation request. DNX360 does not operate a publicly accessible registry of Implementor Network members. All requests are routed internally by DNX360 at its sole discretion.

11.2 No Guarantee of Service

(a) DNX360 makes no guarantee, representation, or warranty that: (i) any implementation request submitted through the Platform will receive a response; (ii) any quote will be provided for any implementation request; (iii) any Implementor Network member will be available, willing, or capable of responding to any specific request; or (iv) any implementation work will be completed to any specific standard or timeline.

(b) Access to the Implementor Network is provided on a best-efforts basis only. DNX360 assumes no liability for the failure of any Implementor Network member to respond to, quote for, or complete any implementation request.

11.3 DNX360's Role as Introduction Platform

(a) DNX360 acts exclusively as an introduction and quotation platform in connection with the Implementor Network. DNX360's role is limited to: (i) receiving implementation requests submitted through the Platform; (ii) routing those requests internally to one or more Implementor Network members at DNX360's sole discretion; (iii) obtaining indicative quotes or proposals from the relevant Implementor Network member; (iv) presenting a quote to the Contractor or SMB Client, which shall include a platform fee applied by DNX360 at its sole discretion; and (v) upon acceptance of a quote and payment of DNX360's platform fee, making a direct introduction between the Contractor (or SMB Client) and the relevant Implementor Network member.

(b) DNX360 does not disclose the identity of the Implementor Network member to the Contractor or SMB Client prior to or during the quoting process. The platform fee applied by DNX360 is commercially confidential and shall not be disclosed to the Contractor or SMB Client.

(c) DNX360 does not supervise, manage, direct, control, or participate in the delivery of any implementation work by any Implementor Network member. DNX360 is not a prime contractor, managing contractor, or party to any implementation engagement, and assumes no responsibility whatsoever for the actions, omissions, outputs, quality, timeliness, or professional conduct of any Implementor Network member.

(d) For the avoidance of doubt, DNX360 is an introduction platform only. DNX360 does not undertake, guarantee, warrant, or assume any obligation in respect of the implementation services provided by any Implementor Network member. The Contractor and SMB Client engage any Implementor Network member entirely at their own risk.

11.4 Payment Flow and Direct Engagement

(a) Upon the Contractor's or SMB Client's acceptance of a quote presented through the Platform, DNX360's platform fee for the introduction and quotation service shall be payable immediately and in full. The platform fee is non-refundable once paid, except where DNX360 fails to make the agreed introduction.

(b) Following payment of the platform fee, DNX360 shall make a direct introduction between the Contractor (or SMB Client) and the relevant Implementor Network member. From the point of introduction, all engagement terms, scope, pricing, invoicing, payment, delivery, warranties, and dispute resolution relating to the implementation work shall be agreed and managed exclusively and directly between the Contractor (or SMB Client) and the Implementor Network member, without any involvement, obligation, or liability on the part of DNX360.

(c) The Implementor Network member shall invoice the Contractor or SMB Client directly for all implementation services. DNX360 shall have no involvement in, and no liability for, the payment arrangements between the Contractor (or SMB Client) and the Implementor Network member.

(d) DNX360 may, as an administrative convenience, provide a standard-form project framework template through the Platform. Any such template is provided on an "as is" basis for reference purposes only and does not constitute legal advice. The Contractor and the Implementor Network member are solely responsible for agreeing their own contractual terms and for obtaining independent legal advice if they require it. DNX360 accepts no liability for any loss, damage, or dispute arising from the use of, or reliance on, any such template.

(e) DNX360's involvement terminates upon making the introduction and receiving payment of its platform fee. From that point, the implementation engagement and all matters arising from it are exclusively the responsibility of the Contractor (or SMB Client) and the relevant Implementor Network member. DNX360 has no further obligations, involvement, or liability in respect of that specific engagement, other than DNX360's standard platform-wide data rights as set out in Clause 7.

(f) For the avoidance of doubt, DNX360's anonymised and aggregated data rights under Clause 7 apply to all data processed through the Platform in connection with implementation requests and quotes, regardless of the termination of DNX360's involvement upon introduction.

11.5 Exclusion of DNX360 Liability for Implementation Services

(a) DNX360's sole obligation in connection with the Implementor Network is to provide the introduction and quotation service described in Clause 11.3 and Clause 11.4. DNX360 shall not be liable for: (i) any act, omission, negligence, misconduct, default, delay, or failure of any Implementor Network member; (ii) the quality, accuracy, fitness for purpose, timeliness, completeness, or outcome of any implementation work; (iii) any loss, damage, cost, or expense of any nature arising from the implementation work or from any dispute between the Contractor, SMB Client, and any Implementor Network member; (iv) any failure by any Implementor Network member to perform any obligation owed to the Contractor or SMB Client; or (v) any matter arising after DNX360 has made the introduction in accordance with Clause 11.4(b).

(b) DNX360's total aggregate liability in connection with the Implementor Network and any specific implementation introduction is strictly limited to the platform fee actually received by DNX360 in respect of that specific introduction. In no circumstances shall DNX360 be liable for any amount in excess of the platform fee received.

(c) The Contractor and SMB Client acknowledge that DNX360 is not a party to any implementation engagement, does not guarantee any outcome or service level from any Implementor Network member, and that the Contractor and SMB Client engage any Implementor Network member entirely at their own risk and on such terms as they may agree directly with the Implementor Network member.

(d) Nothing in this Clause 11.5 shall limit DNX360's liability for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

12. LIMITATION OF LIABILITY

12.1 Exclusion of Consequential Loss

To the fullest extent permitted by applicable law and subject to Clause 12.5, DNX360, its directors, officers, employees, agents, affiliates, freelancers, licensors, service providers and subcontractors (collectively, the "DNX360 Parties") shall not be liable under or in connection with these Terms, the Platform, any Services or any Outputs for any:

- loss of profits, revenue, anticipated savings, business, contracts, commercial opportunities, goodwill or reputation;
- loss of use, loss, corruption or inaccuracy of data, content or information;
- wasted management time or wasted expenditure; or
- indirect, incidental, special, exemplary, punitive or consequential loss or damage,

in each case whether direct or indirect, and whether arising in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, even if foreseeable or if any DNX360 Party has been advised of the possibility of such loss.

12.2 Aggregate Liability Cap

Subject to Clause 12.5, DNX360's total aggregate liability to the Contractor under or in connection with these Terms, the Platform, any Services and any Outputs, for all claims combined and regardless of the form of action, shall not exceed the greater of:

- (a) the total Subscription Fees actually received by DNX360 from the Contractor under these Terms in the twelve (12) calendar months immediately preceding the first event giving rise to the relevant claim; or
- (b) two thousand five hundred pounds sterling (£2,500).

For the purposes of this Clause 12.2, all amounts shall be calculated in pounds sterling. Any amount denominated or paid in a currency other than pounds sterling shall be converted into pounds sterling using the closing mid-market exchange rate published by the Bank of England on the last Business Day immediately preceding the first event giving rise to the relevant claim or, if the Bank of England does not publish such rate for the relevant currency, the equivalent reference rate published by the European Central Bank. The sterling amount so calculated shall be conclusive for the purposes of this Clause 12.2.

For the avoidance of doubt, this cap applies to the aggregate of all claims brought by the Contractor under or in connection with these Terms, and not to each individual claim separately.

12.3 Jurisdictional Savings

If any exclusion, disclaimer or limitation in this Clause 12 is held to be invalid, unenforceable or ineffective under applicable law, it shall apply to the maximum extent permitted by that law and shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remainder of this Clause 12 shall remain in full force and effect. The exclusions and limitations in this Clause 12 apply notwithstanding any failure of essential purpose of any limited remedy.

12.4 Output Disclaimer

The Platform generates AI-assisted diagnostic outputs, reports, prioritisation matrices, roadmaps, recommendations and related materials (collectively, "Outputs"). All Outputs are provided on an "as is" and "as available" basis for general informational and advisory purposes only and do not constitute legal, regulatory, tax, accounting, investment, technical, cybersecurity or other professional advice. DNX360 makes no representation, warranty or undertaking that any Output is accurate, complete, current, reliable, fit for purpose, suitable for implementation or free from error or omission. The Contractor and any SMB Client are solely responsible for independently reviewing, validating and determining whether and how to use any Output. Subject to Clause 12.5, and without limiting Clauses 12.1 and 12.2, DNX360 shall have no liability arising out of or in connection with any use of, reliance on, implementation of, or failure to act on any Output and, to the extent any such liability cannot be excluded, it shall be subject to Clauses 12.1, 12.2 and 12.5.

12.5 Exceptions — Liability That Cannot Be Excluded

Nothing in these Terms shall limit or exclude DNX360's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by applicable law.
- (d) any liability arising from the gross negligence of DNX360, being acts or omissions involving an extreme departure from ordinary care in a situation where a high degree of danger was either known to DNX360 or so obvious that DNX360 must be taken to have been aware of it.

12.6 Force Majeure

DNX360 shall not be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to: acts of God, natural disasters, pandemic, epidemic, war, terrorism, civil unrest, governmental action, regulatory change, failure of third-party infrastructure or internet services, cyberattack, or failure of any third-party AI provider. DNX360 shall notify the Contractor as soon as reasonably practicable of any such event and shall use commercially reasonable efforts to resume performance. If a force majeure event continues for more than sixty (60) days, either party may terminate the affected Subscription by written notice, with no liability to either party save for fees already paid.

12.7 Platform Availability

DNX360 shall use commercially reasonable efforts to maintain Platform availability, but does not warrant or guarantee that the Platform will be uninterrupted, error-free, secure, or available at all times. Subject to Clause 12.5, and without limiting Clauses 12.1 and 12.2, DNX360 shall have no liability arising out of or in connection with any unavailability, delay, interruption, performance degradation, defect, security incident, loss or corruption of data, or failure of or relating to the Platform caused by or resulting from scheduled maintenance, emergency maintenance, patches, updates, internet or telecommunications failures, third-party infrastructure, third-party software, third-party AI providers, overload, cyberattack, or any other event beyond DNX360's reasonable control and, to the extent any such liability cannot be excluded, it shall be subject to Clauses 12.1, 12.2 and 12.5.

12.8 Liability Towards SMB Clients

DNX360's liability, if any, towards SMB Clients in respect of Platform usage, data processing, and Output delivery is governed exclusively by DNX360's own SMB Client Terms of Service, as accepted by each SMB Client through the mandatory click-through acknowledgement under Clause 6.6. Nothing in this Contractor agreement extends, supplements, or modifies DNX360's liability towards SMB Clients beyond what is set out in those SMB Client Terms of Service. The Contractor shall not make any representation to any SMB Client, whether express or implied, that DNX360 accepts any liability towards SMB Clients beyond what is set out in DNX360's own SMB Client Terms of Service.

12.9 Implementor Network Liability

DNX360's liability in respect of any implementation engagement arranged through the Implementor Network is strictly limited as set out in Clause 11.5. For the avoidance of doubt, DNX360's aggregate liability cap in Clause 12.2 applies independently of and in addition to the specific Implementor Network liability provisions in Clause 11.5, and the lower of the two caps shall apply in any given case.

12.10 Contractor Liabilities and Non-Monetary Relief

For the avoidance of doubt, nothing in this Clause 12 shall limit or exclude the Contractor's liability to DNX360 arising out of or in connection with: (a) any payment obligation of the Contractor under Clause 15; (b) any breach by the Contractor of any Protected Obligation (as defined in Clause 15.1); (c) any actual damages claim by DNX360 arising from any Core Asset Misuse Event; or (d) any injunctive, equitable or other non-monetary relief sought by DNX360.

13. INDEMNIFICATION

13.1 Contractor Indemnity

The Contractor shall indemnify, defend, and hold harmless DNX360, its directors, officers, employees, agents, affiliates, freelancers, licensors, service providers, and subcontractors (each an "Indemnified Party") from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable legal fees on a full indemnity basis) arising out of or in connection with:

- (a) the Contractor's use of the Platform or Services in breach of these Terms, including any use that exceeds the scope of the licence granted herein or that violates any applicable law or regulation;
- (b) any content, data, or materials uploaded, submitted, or transmitted by the Contractor or any SMB Client through the Contractor's account, including any claim that such content or data infringes, misappropriates, or violates any third-party intellectual property right, privacy right, or other proprietary right;
- (c) the Contractor's provision of services to SMB Clients, including any representations, warranties, guarantees, or commitments made by the Contractor to SMB Clients that are not expressly authorised by DNX360 in writing or as publicly available on its website, and any claim by an SMB Client arising from the Contractor's conduct, advice, omissions, or failure to deliver;

- (d) any use or misuse of DNX360 services, Outputs, or recommendations by the Contractor or any SMB Client, including any business decision, investment, or action taken in reliance on any Output generated through the Platform;
- (e) any breach, infringement, or violation by the Contractor or any SMB Client of any applicable law or regulation, including but not limited to data protection and privacy laws, artificial intelligence regulations (including the EU AI Act and equivalent legislation), employment law, tax obligations, financial services regulations, consumer protection laws, competition law, anti-money laundering requirements, sanctions compliance, export control regulations, and any other jurisdictional or industry-specific requirements, together with all resulting fines, penalties, sanctions, legal costs, regulatory actions, investigations, enforcement proceedings, and consequential damages;
- (f) any regulatory investigation, enforcement action, or penalty arising from the Contractor's or any SMB Client's business operations, use of the Platform, or deployment of any Output or recommendation generated through the Platform;
- (g) any infringement of third-party intellectual property rights by the Contractor, including any claim arising from the Contractor's use of work product, Outputs, or Deliverables generated through the Platform in combination with materials not supplied by DNX360;
- (h) any misuse of the White-Label Features, the DNX360 brand, trademarks, or other intellectual property by the Contractor, including any use that exceeds the scope of the white-label licence or that creates a false impression of endorsement, affiliation, or authorisation by DNX360;
- (i) any integration failures, system damage, data loss, or business disruption arising from the Contractor's or any SMB Client's implementation of any Output, recommendation, or roadmap generated through the Platform, including any failure to obtain independent technical or professional validation prior to implementation;
- (j) any claims, disputes, or liabilities arising from the Contractor's or any SMB Client's interaction with DNX360 Personnel, including employees, contractors, and freelancers, whether arising during or after the engagement;
- (k) any employment or contractor classification disputes, tax assessments, or tribunal claims involving individuals who provided services to the Contractor or any SMB Client through or in connection with DNX360, including any IR35 or equivalent off-payroll working challenges in any jurisdiction;
- (l) any intellectual property claims arising from the Contractor's or any SMB Client's use of work product, Outputs, or Deliverables created or generated through the Platform, including any claim that such use infringes the rights of any third party;
- (m) any breach of the Contractor's obligations under the non-solicitation provisions in Clause 14 of these Terms, including all costs of replacement, retraining, lost productivity, and business disruption suffered by DNX360 as a result;
- (n) all costs, expenses, losses, and damages arising from the Contractor's breach of its confidentiality obligations under these Terms, including reputational damage, lost business opportunities, and the costs of any injunctive or other equitable relief sought by DNX360;
- (o) any third-party claims arising from the Contractor's or any SMB Client's business operations, including claims by the SMB Client's own customers, employees, suppliers, or regulators, to the extent such claims arise from or are connected to the Contractor's use of the Platform or any Output generated through it;
- (p) any failure by the Contractor to ensure that SMB Clients have accepted the SMB Client Terms of Service and the Privacy Policy (SMB Client) prior to accessing the Platform or receiving any Output or any Deliverable, and any claim by an SMB Client that arises from or is connected to such failure.

13.2 Indemnification Procedure

Each Indemnified Party shall: (a) promptly notify the Contractor in writing of any claim for which indemnification is sought; (b) grant the Contractor reasonable control over the defence and settlement of such claim, provided that the Contractor shall not settle any claim that imposes any obligation, restriction, or liability on any Indemnified Party without prior written consent; and (c) provide reasonable cooperation and assistance at the Contractor's cost.

13.3 Indemnity for Direct SMB Client Claims

Where an SMB Client brings a direct claim against DNX360 under DNX360's SMB-facing Terms of Service or otherwise, and that claim arises wholly or partly from: (a) the Contractor's conduct, advice, misrepresentation, or omission; (b) the Contractor's failure to properly brief the SMB Client on the Platform, the Audit process, or the nature of the Output; (c) any representation made by the Contractor to the SMB Client that is inconsistent with or contradicts DNX360's SMB-facing Terms of Service or Privacy Policy; or (d) any breach by the Contractor of Clause 6.6 or Clause 9 of these Terms — the Contractor shall indemnify, defend, and hold harmless DNX360 and all Indemnified Parties from and against any and all losses, damages, liabilities, costs, and expenses (including legal fees) arising from or in connection with that claim, to the extent that such claim would not have arisen but for the Contractor's conduct or breach.

14. PROHIBITED ACTIVITIES AND NON-SOLICITATION

14.1 Prohibited Uses

The Contractor shall not, and shall ensure that its employees, agents, affiliates, freelancers, licensors, service providers, subcontractors, and SMB Clients do not:

- (a) reverse engineer, decompile, disassemble, or attempt to derive the source code, algorithms, or underlying logic of the Platform or any AI model used therein;
- (b) use the Platform or any Output to develop, train, or improve any competing product or service, or to benchmark under any form the Platform against any competing product without DNX360's prior written consent;
- (c) scrape, crawl, or systematically extract data from the Platform by automated means;
- (d) circumvent, disable, or interfere with any security, access control, or authentication mechanism of the Platform;
- (e) use the Platform to process data in violation of applicable law, including but not limited to data protection law;
- (f) sublicense, resell, or transfer access to the Platform to any third party except as expressly permitted under these Terms;
- (g) use the Platform to generate Outputs for the purpose of competitive intelligence against DNX360 or any other user of the Platform;
- (h) make any representation to any SMB Client or third party that DNX360 guarantees specific business outcomes, revenue increases, or cost savings;
- (i) use the Platform in any manner that could damage, overburden, or impair the Platform or interfere with any other user's use of the Platform.

14.2 Non-Solicitation of DNX360 Personnel

During the term of the Contractor's active Subscription and for a period of twelve (12) calendar months following its termination or expiry, the Contractor shall not, directly or indirectly, solicit, recruit, employ, or engage any employee, officer, director, contractor, freelancer, consultant, advisor, specialist, subcontractor, or other Personnel of DNX360 or any of its affiliates without DNX360's prior written consent.

This includes both direct solicitation and responding to approaches from such individuals. Contractor further agrees not to refer such individuals to third parties for engagement or to facilitate introductions that could lead to their engagement by others. Any breach of this provision shall be deemed a material breach subject to liquidated damages under Clause 15.

14.3 Non-Solicitation of Implementors

The Contractor shall not, during the term of the Subscription and for twelve (12) months thereafter, directly solicit, engage, or contract with any Implementor introduced to the Contractor through the Implementor Network for services that are substantially similar to those offered through the Implementor Network, except through the Platform and subject to the applicable Implementor Agreement.

This includes both direct solicitation and responding to approaches from such individuals. Contractor further agrees not to refer such individuals to third parties for engagement or to facilitate introductions that could lead to their engagement by others. Any breach of this provision shall be deemed a material breach subject to liquidated damages under Clause 15.

14.4 Non-Circumvention

The Contractor shall not take any action designed to circumvent DNX360's commercial relationships, including but not limited to: introducing SMB Clients directly to Implementors outside the Platform; using DNX360's proprietary methodologies, frameworks, or Output structures to develop competing audit or diagnostic products; or encouraging SMB Clients to seek equivalent services from a competitor of DNX360.

14.5 Confidentiality of Methods and Proprietary Information

The Contractor shall not, during the term of the Subscription or at any time thereafter, disclose, reproduce, publish, share, or utilise DNX360's proprietary methodologies, diagnostic frameworks, questionnaire logic, scoring models, Output structures, sales techniques, onboarding processes, marketing materials, pricing information, or any other intellectual property or confidential business information accessed through or in connection with the Platform, for any purpose other than the delivery of 3D Business Scans to SMB Clients in strict accordance with these Terms.

Without limiting the foregoing, the Contractor shall not:

- (a) reverse engineer, replicate, or attempt to reconstruct any aspect of DNX360's diagnostic methodology, AI logic, or Output framework, whether independently or in collaboration with any third party;
- (b) use DNX360's proprietary materials, trainings, assets, frameworks, methodologies, questionnaires, prompts, analytics or Output structures as the basis for developing, marketing, or delivering any competing audit, diagnostic, or business intelligence product or service;
- (c) share, disclose, or make available DNX360's pricing structures, subscription terms, commission arrangements, or commercial strategies to any third party, including competitors, prospective competitors, or industry analysts;
- (d) use any knowledge, insight, or information gained through access to the Platform — including but not limited to knowledge of DNX360's product roadmap, feature set, or technical architecture — to assist any third party in competing with DNX360.

This obligation survives termination or expiry of the Subscription indefinitely with respect to trade secrets and proprietary methodologies, and for a period of five (5) years with respect to all other confidential business information.

14.6 Non-Disparagement

The Contractor shall not, during the term of the Subscription or for a period of twenty-four (24) months following its termination or expiry, make, publish, or communicate — whether directly or indirectly, publicly or privately, in writing, verbally, or through any digital or social media channel — any statement, review, comment, or communication that:

- (a) disparages, defames, or is reasonably likely to harm the reputation, goodwill, or commercial interests of DNX360, its affiliates, directors, officers, employees, contractors, partners, freelancers, subcontractors, or Personnel;
- (b) misrepresents the nature, quality, or scope of the Platform, the Services, or any Output;
- (c) attributes to DNX360 any guarantee, warranty, or commitment not expressly made in these Terms or in DNX360's official published materials; or
- (d) is designed or likely to discourage any existing or prospective Contractor, SMB Client, Implementor, investor, business partner, or any person of interest from engaging with DNX360.

This clause does not prevent the Contractor from making truthful statements in the context of legally required disclosures, regulatory proceedings, or bona fide legal disputes with DNX360, provided that the Contractor limits such statements strictly to what is necessary and legally required.

Any breach of this clause shall be deemed a material breach subject to liquidated damages under Clause 15, in addition to any other remedies available to DNX360 at law or in equity.

14.7 Competitive Intelligence and Non-Competition

The Contractor shall not use any information, insight, methodology, or knowledge gained through access to the Platform or through any interaction with DNX360, its Personnel, or its Implementor Network to:

- (a) compete with DNX360, whether directly or through any entity in which the Contractor holds an interest or to which the Contractor provides services;
- (b) assist, advise, or enable any third party — including a competitor, prospective competitor, or investor in a competing business — to compete with DNX360;
- (c) develop, co-develop, or contribute to any product, service, or platform that replicates, substantially resembles, or is derived from the DNX360's Intellectual Property, DNX360's concept, methodologies and diagnostic methodology, 3D Business Scan, Output framework, or Lead Magnet Engine;
- (d) share DNX360's methodologies, pricing and discounting information, product roadmap, technical architecture, or business strategies with any third party for any commercial purpose.

For the avoidance of doubt, this clause does not prevent the Contractor from operating as a business consultant, automation specialist, or AI advisor in general — it applies solely to activities that directly exploit DNX360's proprietary information or that are designed to replicate or undermine DNX360's competitive position.

This obligation applies during the term of the Subscription and for a period of twenty-four (24) months following its termination or expiry.

15. LIQUIDATED DAMAGES AND EQUITABLE RELIEF

15.1 Protected Obligations; Basis

For the purposes of this Clause 15, a "Protected Obligation" means:

- (a) any obligation set out in Clause 9, Clause 13, Clause 14.1, Clause 14.2, Clause 14.3, Clause 14.4 or Clause 14.5; and
- (b) any other obligation under these Terms the primary purpose of which is to protect or regulate DNX360's confidential information, intellectual property, Personnel, Implementor relationships, SMB Client relationships, anti-circumvention interests, white-label rights, proprietary technology, data, Outputs, commercial relationships, revenue model, business methods, or to prevent competitive misuse, off-platform dealing, diversion, unauthorised access, unauthorised use, reverse engineering, copying, disclosure or exploitation of the Platform, the Services or any associated materials.

The parties acknowledge that any breach of a Protected Obligation would be likely to cause DNX360 substantial loss that would be difficult to calculate precisely at the time of contracting. The amounts set out in Clause 15.2 are agreed as reasonable and proportionate liquidated damages representing a genuine pre-estimate of the loss likely to be suffered by DNX360 in the relevant circumstances and are not intended to operate as a penalty.

15.2 Liquidated Damages Schedule

Subject to Clauses 15.3, 15.4, 15.5 and 15.7, if the Contractor commits any breach of a Protected Obligation falling within any of the following categories, the Contractor shall pay DNX360 the corresponding liquidated damages amount for each separate breach:

(a) Personnel Solicitation, Recruitment or Engagement

For any breach of Clause 14.2 or any other Protected Obligation falling primarily within Clause 15.1(a) or protecting DNX360 Personnel, the greater of:

- (i) fifty thousand pounds sterling (£50,000) in respect of each individual solicited, recruited, engaged, retained, or otherwise obtained in breach; and

(ii) twelve (12) months of the gross fees, compensation or other remuneration payable or paid to that individual in connection with such engagement.

(b) Implementor, SMB Client or Network Circumvention; Off-Platform Dealing

For any breach of Clause 14.3 or Clause 14.4, or any other Protected Obligation relating primarily to diversion, bypass, circumvention, off-platform dealing or unauthorised dealing with any Implementor, SMB Client, prospective SMB Client, lead, customer, supplier, partner or other commercial counterparty introduced through, identified by, matched through, or otherwise connected with DNX360, the Platform or the Services, the greater of:

- (i) thirty-five thousand pounds sterling (£35,000) in respect of each affected relationship, transaction or opportunity; and
- (ii) the fees that would have been payable to DNX360 through the Platform over the twenty-four (24) month period following the date of the relevant breach in respect of the circumvented, diverted, bypassed or off-platform relationship, transaction or opportunity.

(c) Confidentiality, Data or Proprietary Information Misuse

For any breach of Clause 9 or Clause 14.5, or any other Protected Obligation relating primarily to the unauthorised use, disclosure, copying, extraction, scraping, retention, transmission, exploitation or exposure of Confidential Information, Platform data, customer data, pricing information, methodologies, frameworks, reports, Outputs, prompts, training materials, source materials, business plans or other proprietary or commercially sensitive information of DNX360, other than a Core Asset Misuse Event falling within Clause 15.2(d), the greater of:

- (i) fifty thousand pounds sterling (£50,000) in respect of each material breach or series of related breaches arising from the same facts or circumstances; and
- (ii) the reasonable and documented third-party costs and reasonable internal costs directly incurred by DNX360 to investigate, contain, remediate and mitigate the effects of the relevant breach, including legal, forensic, technical, operational, communications and management time costs;

provided always that DNX360 shall not recover twice for the same loss.

(d) Core Asset Misuse; Intellectual Property, Technology Misuse or Reverse Engineering

For any breach of Clause 14.1(a), Clause 14.1(b), Clause 14.5(a) or Clause 14.5(b), or any other Protected Obligation relating primarily to copying, modifying, reproducing, reverse engineering, decompiling, disassembling, decoding, benchmarking for competitive purposes, creating derivative works from, training on, or otherwise misusing any software, model, feature, functionality, documentation, interface, workflow, intellectual property or technology of DNX360, including any questionnaire, audit corpus, scoring logic, rubric, methodology, framework, prompt library, training material, training dataset, model configuration or other core proprietary asset of DNX360 (a "Core Asset Misuse Event"): two hundred and fifty thousand pounds sterling (£250,000) in respect of each Core Asset Misuse Event or series of related acts arising from the same facts or circumstances.

(e) White-Label, Brand or License Misuse

For any breach of Clause 13.1(h), any other provision of Clause 13 relating to white-label rights, branding, trade marks, trade names, domains, attribution, license scope, sublicensing, or other licensed materials, any white-label license condition, or any other Protected Obligation relating primarily to unauthorized use of DNX360's white-label rights, brand features, trade marks, trade names, domains or other licensed materials, the greater of:

- (i) twenty-five thousand pounds sterling (£25,000) in respect of each material breach; and
- (ii) the total fees, revenue or other consideration received by the Contractor or any affiliate arising from the unauthorised use.

15.3 Construction and Reserved Remedies

The references to specific clauses in Clause 15.2 are operative references to the obligations identified in those clauses. For the avoidance of doubt, the fact that any breach is not expressly listed in Clause 15.2 shall not limit or prejudice DNX360's right to recover actual damages, debt, restitution, indemnity, interest, legal or enforcement costs, or to seek injunctive, equitable or other non-monetary relief in respect of that breach.

15.4 Currency Conversion

For the purposes of this Clause 15, all amounts shall be calculated in pounds sterling. Any amount denominated or paid in a currency other than pounds sterling shall be converted into pounds sterling using the closing mid-market exchange rate published by the Bank of England on the last Business Day immediately preceding the date of the relevant breach or, if the Bank of England does not publish such rate for the relevant currency, the equivalent reference rate published by the European Central Bank. The sterling amount so calculated shall be conclusive for the purposes of this Clause 15.

15.5 DNX360 Election; No Double Recovery

For each relevant breach, DNX360 may elect to recover either:

- (a) the applicable liquidated damages under Clause 15.2; or
- (b) its actual damages, losses, costs and expenses recoverable at law,

but shall not recover both liquidated damages and actual damages in respect of the same loss. Nothing in this Clause 15 prevents DNX360 from recovering:

- (i) sums due and unpaid under these Terms;
- (ii) interest under these Terms;
- (iii) legal and enforcement costs to the extent recoverable under applicable law or awarded by the relevant court or tribunal; or
- (iv) injunctive, equitable or other non-monetary relief in accordance with Clause 15.6.

15.6 Injunctive and Equitable Relief

The Contractor acknowledges that any breach of Clause 9, Clause 13, Clause 14.1, Clause 14.2, Clause 14.3, Clause 14.4 or Clause 14.5, or any other obligation under these Terms relating to DNX360's confidential information, intellectual property, personnel, implementor relationships, anti-circumvention interests or white-label rights, may cause DNX360 harm for which damages alone may not be an adequate remedy. Accordingly, DNX360 shall be entitled to seek injunctive relief, specific performance or other equitable relief in any court of competent jurisdiction, in addition to any other remedy available to it.

15.7 Savings

If any provision of this Clause 15, or any liquidated damages amount specified in Clause 15.2, is held to be invalid, unenforceable or excessive under applicable law, that provision or amount shall apply only to the maximum extent permitted by applicable law and shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remainder of this Clause 15 shall remain in full force and effect.

15.8 Payment

Any liquidated damages payable under this Clause 15 shall be due within ten (10) Business Days after written demand by DNX360, together with reasonable details of the relevant breach. Any overdue amount shall accrue interest in accordance with the interest provision in these Terms or, if none is specified, at the rate of four per cent (4%) per annum above the Bank of England base rate, accruing daily from the due date until payment.

15.9 Survival

This Clause 15 shall survive termination or expiry of these Terms.

16. REGULATORY COMPLIANCE — AI, DATA PROTECTION AND APPLICABLE LAW

16.1 Scope, Governing Framework and Mandatory Law

These Terms are governed by the laws of England and Wales in accordance with the governing law clause of these Terms. However, the parties acknowledge that the Platform and the Services may be offered, accessed or used in multiple jurisdictions, including the United Kingdom, the European Union and the United States, and that certain mandatory local laws may apply depending on the relevant use case, user location, data location, implementation context or regulatory status of the relevant activity. This Clause 16 allocates compliance responsibility between the parties in that context.

16.2 Applicable AI Law

For the purposes of this Clause 16, "Applicable AI Law" means any law, regulation, binding code, regulatory requirement, mandatory governmental measure or other mandatory legal rule relating to artificial intelligence, machine learning, automated decision-support, algorithmic systems, transparency, governance, safety, fairness, discrimination, consumer protection or analogous matters, in each case to the extent applicable to the relevant party, use case, sector or jurisdiction.

16.3 Nature of the Platform and Outputs

The Platform is designed to receive questionnaire responses and related information from SMB Clients, whether submitted directly by those SMB Clients or through the Contractor, and to generate AI-assisted analysis, optimisation suggestions, automation recommendations, process-change recommendations and tool recommendations. Any Output is generated from the information made available to the Platform and from DNX360's models, methodologies and assumptions at the time of generation.

16.4 Guidance Only; No Implementation by DNX360

The Contractor acknowledges and agrees that:

- (a) the Platform and all Outputs are guidance and decision-support tools only;
- (b) DNX360 does not provide implementation services, legal advice, regulatory advice, financial advice, employment advice, tax advice, medical advice or any other regulated professional advice through the Platform unless expressly agreed in writing in a separate signed agreement;
- (c) DNX360 does not represent or warrant that any Output is lawful, suitable, enforceable or appropriate in every jurisdiction, sector, use case or factual context; and
- (d) it is the responsibility of the Contractor and the relevant SMB Client to review, validate and determine whether any recommendation or proposed implementation is lawful, appropriate and enforceable in the jurisdiction and context in which it is to be used before taking action.

16.5 Allocation of Compliance Responsibility

(a) DNX360 shall comply with the laws and regulations applicable to DNX360 in its provision of the Platform and the Services from time to time, including applicable laws relating to privacy, data use, AI, automated decision-support, consumer protection and similar matters to the extent binding on DNX360.

(b) Contractor shall comply, and shall ensure that each SMB Client complies, with all laws and regulations applicable to the Contractor, the relevant SMB Client, and the intended use or implementation of any Output in the relevant jurisdiction, including data protection, privacy, employment, consumer, discrimination, sector-specific, professional conduct and AI-related laws.

(c) Without limiting Clause 16.5(b), Contractor is solely responsible for:

- (i) determining whether the use or implementation of any Output is lawful in the relevant jurisdiction;
- (ii) ensuring that any recommendation generated by the Platform is independently reviewed by a suitably qualified person before implementation where such review is required or prudent;
- (iii) ensuring that the Platform and any Output are not used in a manner that would cause the Contractor, any SMB Client or DNX360 to breach applicable law; and
- (iv) communicating to SMB Clients any notices, warnings, limitations and compliance requirements relevant to the use of the Platform and any Output.

16.6 AI and Automated Analysis

(a) To the extent any Applicable AI Law applies to the use of the Platform or any Output in a particular jurisdiction, the applicability of such requirements may depend on the relevant use case, sector, user, implementation and factual context.

(b) DNX360 does not warrant that the Platform, any Output, or any proposed implementation identified by the Platform falls outside the scope of any particular AI-specific or automated decision-making regulatory regime in every jurisdiction.

(c) Contractor shall not represent to any SMB Client or other person that any Output is automatically compliant with any AI, employment, discrimination, consumer protection or any other regulatory regime or applicable jurisdictional laws.

(d) Where the use or proposed implementation of any Output may be subject to heightened, restricted or jurisdiction-specific regulation, including because it relates to employment, recruitment, worker management, credit, insurance, housing, healthcare, education, law enforcement, public sector decision-making, or any other legally sensitive or regulated context, Contractor and the relevant SMB Client must carry out their own legal and regulatory assessment before acting on that Output.

16.7 No Sole Reliance

The Contractor shall ensure that neither it nor any SMB Client relies exclusively on any Output for any material business, legal, regulatory, employment, financial, operational or sensitive decision without appropriate independent review. The Contractor acknowledges that the Platform identifies potential opportunities, risks and recommendations, but the final decision whether and how to implement any recommendation remains solely with the Contractor and the relevant SMB Client.

16.8 Data Protection and Submitted Information

Contractor shall ensure that all questionnaire responses, Personal Data and other information submitted through the Platform by or on behalf of SMB Clients, and any information submitted by the Contractor where applicable, are collected, disclosed and submitted lawfully and in accordance with Clause 7. Contractor is solely responsible for ensuring that SMB Clients receive any notices, disclosures or other information required under applicable law regarding the processing of such information through the Platform and, where applicable, through third-party technology and AI providers engaged by DNX360 in accordance with these Terms.

16.9 Jurisdictional Variation and Fallback

If any recommendation, feature, workflow or proposed implementation identified through the Platform is lawful, acceptable or common practice in one jurisdiction but restricted, prohibited or regulated differently in another jurisdiction, the Contractor and the relevant SMB Client shall be responsible for applying the stricter or otherwise applicable rule to their own use case unless and until they have obtained competent advice confirming otherwise. The fact that the Platform recommends or identifies a course of action shall not, by itself, mean that such course of action is lawful, enforceable or appropriate for the relevant jurisdiction or circumstances.

16.10 Changes in Law or Regulatory Position

The legal and regulatory environment relating to AI, automated decision-support, privacy, consumer protection, employment and sector-specific compliance may change over time. DNX360 may modify the Platform, the Services, any feature, workflow or Output format, or impose additional requirements, warnings, limitations or supplemental terms, where DNX360 reasonably considers this necessary or desirable in light of changes in law, regulation, guidance, enforcement practice, litigation risk, security risk or commercial risk.

16.11 No Expansion of DNX360's Mandatory Obligations

Nothing in this Clause 16 shall be interpreted as:

- (a) imposing on DNX360 any regulatory, compliance or advisory obligation beyond those applicable to DNX360 under mandatory law or expressly assumed by DNX360 in these Terms; or

(b) relieving Contractor or any SMB Client of their own independent legal, regulatory and compliance responsibilities.

16.12 Regulatory Changes, Customer-Specific Requirements and Operational Constraints

(a) DNX360 is not required to comply with any instruction, requirement, specification, policy, process, security standard, technical standard, audit request, onboarding requirement, operational constraint, documentation requirement, contractual flow-down, or other obligation imposed by the Contractor or any third party to the extent that DNX360 reasonably determines that such requirement:

- (i) is outside the scope of the Platform, the Services, or these Terms;
- (ii) would require bespoke development, implementation work, security commitments, legal commitments, operational commitments, product changes, or compliance measures not expressly agreed in writing by DNX360;
- (iii) is commercially impracticable, disproportionately burdensome, technically unreasonable, or materially disruptive to DNX360's business, systems, security model, product architecture, or standard operations;
- (iv) is inconsistent with applicable law or would reasonably require DNX360 to alter its legal, technical, operational, or product framework in a manner not contemplated by these Terms; or
- (v) would expose DNX360 to material additional cost, risk, liability, regulatory burden, or operational burden not expressly assumed by DNX360 under these Terms.

(b) DNX360 may decline, condition, suspend, or cease compliance with any such requirement and may, in its sole discretion, propose an alternative approach, modified scope, additional fee, revised implementation method, or other accommodation, but shall have no obligation to do so.

(c) If DNX360 reasonably determines that any such requirement materially affects DNX360's ability to provide the Platform or the Services on the agreed basis, DNX360 may, upon written notice to the Contractor, suspend the affected functionality or terminate the affected Services or these Terms in whole or in part with immediate effect or with such notice period as DNX360 considers reasonable in the circumstances.

(d) Any refusal, suspension, modification, or termination under this Clause shall not constitute a breach of these Terms, wrongful termination, or other fault by DNX360, provided that DNX360 acts reasonably and in good faith.

(e) Any refusal, suspension, modification, or termination under this Clause shall not entitle the Contractor to any refund, credit, compensation, damages, reimbursement, or other payment, except where mandatory applicable law expressly requires otherwise or where DNX360 expressly agrees otherwise in writing.

(f) DNX360 shall have no liability arising from or in connection with any refusal, suspension, modification, or termination under this Clause except to the extent such liability cannot lawfully be excluded, and any such liability shall in all cases remain subject to Clause 12.

(g) Termination under this Clause shall not affect any accrued rights, accrued payment obligations, or any provisions of these Terms that are intended to survive termination or expiry.

16.13 Severability and Mandatory Law Savings

If any provision of this Clause 16 is invalid, unenforceable or inconsistent with a mandatory law applicable in a relevant jurisdiction, that provision shall be interpreted and enforced to the maximum extent permitted by that mandatory law, and the remainder of this Clause 16 and these Terms shall remain in full force and effect.

17. PRICING, PLAN CHANGES AND TAXES

17.1 Mid-Subscription Stability

Subject to Clauses 17.5, 17.7 and 17.8, DNX360 shall not increase the Subscription Fees payable for the Contractor's then-current Subscription during the applicable Subscription Period. Subscription Fees paid or payable for a current Subscription Period are fixed for that Subscription Period.

17.2 Changes at Renewal

DNX360 reserves the right, with effect from any Renewal Date, to change:

- (a) Subscription Fees;
- (b) credit allocations, usage entitlements or consumption rates;
- (c) plan inclusions, features, functionality or limits;
- (d) the structure, name, packaging, availability or eligibility criteria of any Subscription plan;
- (e) any promotional pricing; and
- (f) any other commercial terms relating to the Subscription.

DNX360 may give notice of any such change by updating the applicable pricing, plan details or terms on its website, through the Platform, through the Contractor's account or billing interface, by email to the registered account email address, or by any combination of those methods. Unless mandatory law requires a different method or period of notice, DNX360 shall not be required to provide any separate, individual or additional notice beyond making the updated pricing, plan details or terms available by any of the foregoing means before the applicable Renewal Date.

It is the Contractor's responsibility to review the then-current pricing, plan details and terms before each Renewal Date. If the Contractor does not cancel the relevant Subscription before the applicable Renewal Date, the Contractor shall be deemed to have accepted the renewed Subscription on the pricing and terms in effect as of that Renewal Date. The Contractor's sole remedy if it does not agree to any such change is to cancel the relevant Subscription before the applicable Renewal Date, in which case the Subscription shall continue until the end of the then-current Subscription Period and shall not renew. Except as expressly stated in these Terms or required by mandatory law, no refund, credit, continuation of prior pricing or compensation shall apply.

For the purposes of this Clause 17.2, publication on DNX360's website, within the Platform or in the Contractor's account or billing interface shall constitute valid notice notwithstanding any other notice provision in these Terms.

17.3 New Subscribers, Promotions and Successor Plans

DNX360 may at any time and with immediate effect:

- (a) change pricing, packaging, features, plan structure, usage entitlements, credit models or promotional offers for new subscribers;
- (b) offer discounted, bundled, promotional, pilot, beta, enterprise, partner, channel or otherwise customised pricing or commercial terms to any person or class of customer; and
- (c) discontinue, rename, replace, merge, split or restructure any Subscription plan or commercial offering.

Existing Contractors shall not be entitled to any price matching, rebate, refund, credit or adjustment by reason only that different pricing, promotions or commercial terms are offered to new subscribers or to other customers, channels, territories or commercial categories. Where a plan used by an existing Contractor is discontinued, replaced or restructured, DNX360 may migrate the Contractor to a reasonably comparable successor plan with effect from the next Renewal Date on notice given in accordance with Clause 17.2.

17.4 One-Time Purchases

Fees for one-time purchases, including pay-per-audit plans, prepaid plans, credit packs, additional credits, top-ups, setup fees, onboarding fees, professional services fees and any other non-recurring purchase, are fixed at the time of purchase and are not subject to change after payment has been made, save for correction of manifest error in accordance with Clause 17.7 or where a change is required by applicable law under Clause 17.8.

17.5 Taxes, Duties and Withholding

All fees, prices and charges are exclusive of any VAT, GST, sales tax, use tax, digital services tax, withholding tax, levy, impost, duty or similar governmental charge of any kind arising in any jurisdiction in connection with the Subscription, the Platform, the Services or any purchase under these Terms, other than taxes imposed on DNX360's net income.

The Contractor shall be solely responsible for all such taxes, duties and charges arising from or in connection with its purchase or use of the Platform and the Services. Where DNX360 is required by applicable law to collect or remit any such amount, DNX360 may add that amount to the applicable invoice or charge, and the Contractor shall pay it.

If the Contractor is required by applicable law to make any deduction or withholding from any payment due to DNX360, the Contractor shall pay such additional amount as is necessary to ensure that DNX360 receives, and retains free of any deduction or withholding, the full amount that DNX360 would have received had no such deduction or withholding been required, except to the extent such gross-up is prohibited by mandatory law. The Contractor shall promptly provide DNX360 with valid official receipts or other evidence of payment of any withholding tax or similar deduction.

17.6 Payment Currency, Processor Charges and Local Costs

All fees shall be payable in the currency specified by DNX360 at the time of purchase, in the applicable Order Form, or in the Contractor's account settings or billing interface, as applicable. The Contractor is responsible for any bank fees, wire fees, card processing charges, foreign exchange costs or similar charges imposed by its payment provider or financial institution, and such amounts shall not reduce the amount payable to DNX360.

17.7 Manifest Errors and Billing Corrections

DNX360 may correct at any time any manifest pricing error, typographical error, obvious billing mistake, duplicate credit allocation, incorrect tax treatment, computational error or similar clear error in any quote, checkout flow, invoice, billing page, promotional page or communication. Where reasonably practicable, DNX360 shall notify the Contractor of any such correction. A manifest error shall not create any entitlement to continue receiving the affected price, credits, features or commercial terms.

17.8 Mandatory Legal or Regulatory Changes

Notwithstanding Clause 17.1, DNX360 may make such changes to pricing, taxes, invoicing, billing practices, plan structure, usage limits, credit treatment, or related commercial terms as are reasonably necessary to comply with applicable law, regulation, governmental authority requirement, tax authority requirement, sanctions restriction, court order, payment network rule, or other mandatory legal obligation applicable to DNX360. Where reasonably practicable, DNX360 shall provide prior written notice of such change, but such change may take effect during a current Subscription Period to the extent required by applicable law or mandatory legal obligation.

17.9 No Refunds or Credits Except as Expressly Stated

Except as expressly set out in these Terms, in an applicable Order Form, or as required by mandatory law, all fees are non-cancellable and non-refundable once paid, and no credits, offsets, set-offs, rebates or carry-overs shall arise by reason of:

- (a) non-use or under-use of the Platform, Services or credits;
- (b) a change in pricing, plan structure, features, limits, credit model or commercial terms taking effect from a Renewal Date;
- (c) the availability of promotions or different pricing for other customers or territories; or
- (d) the discontinuation or replacement of any Subscription plan in accordance with Clause 17.3.

17.10 Jurisdictional Savings

This Clause 17 shall apply to the maximum extent permitted under the laws governing these Terms and any mandatory law applicable in the relevant jurisdiction. If any part of this Clause 17 is held invalid, unenforceable or ineffective in a particular jurisdiction, that part shall be construed and enforced to the maximum extent permitted, and the remainder of this Clause 17 shall remain in full force and effect.

18. DISPUTE RESOLUTION AND GOVERNING LAW

18.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the **laws of England and Wales**, without regard to any conflict of laws rule that would result in the application of the laws of another jurisdiction.

18.2 Exclusive Jurisdiction

Subject to Clause 18.3, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims). Each party irrevocably submits to the jurisdiction of those courts and waives any objection to proceedings in those courts on the grounds of venue, forum non conveniens or otherwise.

18.3 Reserved Remedies and Cross-Border Enforcement

Nothing in these Terms or in this Clause 18 shall restrict, prevent or limit DNX360's right to bring proceedings against the Contractor in any court or tribunal of competent jurisdiction:

- (a) to recover any unpaid fees, charges, taxes or other sums due under these Terms;
- (b) to protect or enforce DNX360's intellectual property rights, confidential information, trade secrets, database rights, proprietary rights or other similar rights;
- (c) to seek interim, interlocutory, protective, injunctive, equitable or conservatory relief;
- (d) in connection with fraud, misuse of the Platform, unauthorised access, security breaches, misuse of Outputs, misuse of Credits, or breach of Clauses 7, 9, 13, 14, 15 or 16, including any replacement, renumbered, successor or substantially similar provision; or
- (e) where reasonably necessary to recognise, enforce or give effect to any judgment, order or award obtained in connection with these Terms.

The bringing of proceedings by DNX360 in one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or otherwise, to the extent permitted by applicable law.

18.4 Business-to-Business Basis and Mandatory Law

Each party acknowledges and agrees that it is entering into these Terms in the course of business and not as a consumer. To the extent any mandatory law applies in a relevant jurisdiction and cannot lawfully be excluded, limited or modified by contract, these Terms shall be construed subject to such mandatory law only to the minimum extent required, and shall otherwise remain in full force and effect.

18.5 Informal Resolution

Before commencing formal proceedings in relation to any dispute arising out of or in connection with these Terms, a party shall give written notice to the other party summarising the nature of the dispute and the relief sought, and the parties shall use good faith efforts to resolve the dispute for a period of thirty (30) days from receipt of that notice.

Clause 18.5 shall not apply to:

- (a) claims for unpaid fees, charges, taxes or other sums due;
- (b) claims relating to misuse of the Platform, fraud, security incidents, unauthorised access or abuse of Credits;
- (c) claims relating to intellectual property, confidential information, trade secrets, data protection, privacy, or breach of Clauses 7, 9, 13, 14, 15 or 16, including any replacement, renumbered, successor or substantially similar provision; or
- (d) any request for interim, interlocutory, protective, injunctive, equitable or similar relief.

18.6 Service and Notices in Connection with Disputes

To the extent permitted by applicable law and without prejudice to any other valid method of service, each party agrees that any notice in connection with a dispute, claim or proceeding may be given in accordance with the notice provisions in these Terms, including by email to the registered account email address or other notified legal or billing contact address. Nothing in this Clause 18.6 shall invalidate any other method of service permitted by applicable law.

18.7 Severability of Dispute Resolution Provisions

If any provision of this Clause 18 is held to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable in that jurisdiction, or, if such modification is not possible, deemed deleted in that jurisdiction only. Any such modification or deletion shall not affect the validity and enforceability of the remainder of this Clause 18 or of that provision in any other jurisdiction.

18.8 Continuity Following Reorganisation

No merger, acquisition, intra-group reorganisation, sale of shares, sale of business, transfer of assets, transfer of intellectual property, change of domicile, change of place of incorporation, or permitted change of contracting entity by DNX360 in accordance with these Terms shall of itself affect the validity, enforceability or continued application of this Clause 18. This Clause 18 shall continue to apply for the benefit of DNX360 and any permitted assignee, transferee, novatee, successor or replacement contracting entity unless DNX360 expressly notifies the Contractor of a change taking effect in accordance with these Terms.

19. GENERAL PROVISIONS

19.1 Entire Agreement and Non-Reliance

These Terms, together with any Order Form, Schedule, Data Processing Agreement, and any other document expressly incorporated by reference, constitute the entire agreement between the parties with respect to their subject matter and supersede all prior agreements, arrangements, representations, warranties, negotiations and understandings, whether written or oral, relating to that subject matter.

Each party acknowledges that in entering into these Terms it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance or warranty that is not expressly set out in these Terms or in any document expressly incorporated by reference, whether made innocently or negligently. Nothing in this Clause 19.1 limits or excludes liability for fraud or fraudulent misrepresentation.

19.2 Amendments

DNX360 may amend these Terms from time to time. Any amendment may be notified by email to the registered account email address, through the Platform, through the Contractor's account or billing interface, by posting the updated Terms on DNX360's website, or by any combination of those methods.

Any amendment relating specifically to pricing, plans, Credits, billing, renewals, commercial terms, notice mechanics for those matters, or any other matter for which these Terms expressly provide a specific amendment or notice mechanism, shall be governed by the relevant specific provision of these Terms and, to the extent of any inconsistency, that specific provision shall prevail over this Clause 19.2.

DNX360 may make amendments with immediate effect, or with effect from such later date as DNX360 specifies, where reasonably necessary to:

- (a) comply with applicable law, regulation, regulatory guidance, court order, governmental requirement, sanctions restriction, tax requirement or payment network rule;
- (b) address security, fraud, abuse, misuse, technical integrity, operational continuity or service architecture;
- (c) reflect new features, functionality, services, integrations, products or business arrangements;
- (d) clarify these Terms, correct errors, or make changes that are neutral or beneficial to the Contractor; or
- (e) implement any other change permitted elsewhere in these Terms.

Continued access to or use of the Platform, placing any further order, making any further payment, or failing to cancel the relevant Subscription before the effective date of the amendment or before the next applicable Renewal Date, as applicable, shall constitute acceptance of the amended Terms. If the Contractor does not agree to an amendment, its sole remedy is to stop using the Platform and, where applicable, cancel its Subscription before the amendment takes effect or before the next applicable Renewal Date. Except as expressly stated in these Terms or required by mandatory law, no refund, credit, continuation of prior terms or compensation shall apply.

19.3 Severability

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and, if such modification is not possible, deemed deleted to the minimum extent necessary. Any such modification or deletion shall not affect the validity or enforceability of the remainder of these Terms.

19.4 Waiver; Cumulative Remedies

No failure or delay by DNX360 in exercising any right, power or remedy under these Terms shall constitute a waiver of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy shall preclude any further or other exercise of that or any other right, power or

remedy. Except where expressly stated otherwise, the rights and remedies under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

19.5 Assignment, Transfer, Novation and Reorganisation

The Contractor may not assign, transfer, charge, subcontract, delegate, declare a trust over, novate or otherwise deal with any of its rights or obligations under these Terms without DNX360's prior written consent.

DNX360 may, without the Contractor's consent, assign, transfer, charge, subcontract, delegate, declare a trust over or otherwise deal with any of its rights under these Terms, and may novate or transfer any of its rights and obligations under these Terms, in whole or in part, to any Affiliate, successor, purchaser or transferee in connection with any intra-group reorganisation, merger, acquisition, sale of shares, sale of business, transfer of assets, transfer of intellectual property, financing transaction, outsourcing arrangement, change of domicile, or change of place of incorporation or principal place of business.

The Contractor irrevocably consents in advance to any such novation or transfer and shall, at DNX360's reasonable request, execute any document and do any act reasonably required to give effect to it.

DNX360 may notify the Contractor of any such assignment, transfer, novation or change of contracting entity by email to the registered account email address, through the Platform, through the Contractor's account or billing interface, on DNX360's website, or by any combination of those methods.

With effect from the relevant assignment, transfer or novation, the relevant Affiliate, successor, purchaser or transferee shall be entitled to exercise the rights, receive the payments and perform the obligations of DNX360 to the extent assigned, transferred or novated, and references to DNX360 in these Terms shall be construed accordingly where the context permits.

19.6 Notices

Except where these Terms expressly permit notice by another method or expressly provide that publication or in-Platform notice is sufficient, any formal legal notice under these Terms shall be in writing. **In all cases, valid notice must also be sent by email:**

- (a) to DNX360 at legal@dnx360.com or such other legal contact email address as DNX360 may notify from time to time; and
- (b) to the Contractor at the registered account email address (or such other legal or billing contact email address as the Contractor may notify to DNX360 from time to time).

A party may additionally provide notice by mail, courier, or service to any applicable legal address, but no such notice shall be effective unless the required email notice is also sent in accordance with this Section 19.6.

A notice sent by email shall be deemed received only if no delivery failure, bounce-back, or automated non-delivery notification is received by the sender. Where validly delivered, such notice shall be deemed received:

- (i) if sent before 4:00 p.m. (London time (UK)) on a Business Day in the place of receipt, at the time the email is sent from the sender's email server, as evidenced by the system-generated sent time; and
- (ii) otherwise, at 9:00 a.m. (London time (UK)) on the next Business Day in the place of receipt.

19.7 Relationship of the Parties

Nothing in these Terms creates or shall be deemed to create any partnership, joint venture, agency, employment, fiduciary or franchise relationship between the parties. The Contractor is acting as an independent business and has no authority to bind DNX360 or incur any obligation on DNX360's behalf.

19.8 Third-Party Rights

Except as expressly provided in these Terms, no person who is not a party to these Terms shall have any right to enforce any provision of these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Notwithstanding the foregoing, DNX360's Affiliates, Indemnified Parties, permitted assignees, transferees, novatees, successors and replacement contracting entities may enforce any provision of these Terms that expressly or by implication confers a benefit on them.

For the avoidance of doubt, no SMB Client is a party to these Terms and no SMB Client shall have any right to enforce any provision of these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Any rights or obligations of an SMB Client in relation to the Platform, the Services, or any related processing of Personal Data shall arise, if at all, exclusively under any applicable SMB-facing Terms of Service, Privacy Policy, click-through terms, acknowledgements, notices, or other terms presented by DNX360 through the Platform, and not under these Terms.

The parties may rescind, vary, amend, terminate or settle these Terms, or any provision of them, without the consent of any such third party.

19.9 Electronic Acceptance and Records

These Terms may be accepted electronically by clicking "I Agree", completing the registration process, placing an order, activating a Subscription, linking a payment method, using the Platform, or making a payment. Such electronic acceptance shall be legally binding to the same extent as a handwritten signature.

DNX360 may rely on electronic records, audit logs, system records, payment records, account activity records and related technical evidence as evidence of acceptance, assent, authorisation, use, purchases, charges and other relevant events and, absent manifest error, such records shall be prima facie evidence of those matters.

19.10 Language

These Terms are drafted in the English language. In the event of any conflict or inconsistency between the English version and any translation, the English version shall prevail.

19.11 Survival

Termination or expiry of these Terms for any reason shall not affect:

- (a) any accrued rights, remedies, liabilities or obligations of either party existing at or before the date of termination or expiry;
- (b) any payment obligation, tax obligation, indemnity, limitation, exclusion, restriction, audit right, enforcement right or other obligation intended to survive; or
- (c) any provision which expressly survives or which by its nature is intended to survive termination or expiry,

including provisions relating to fees, billing, taxes, Credits, confidentiality, data rights, intellectual property, indemnities, limitations of liability, prohibited activities, liquidated damages, dispute resolution, notices, assignments, and general provisions, together with any replacement, renumbered, successor or substantially similar provision.

19.12 Severability

If any provision of these Terms (or any part of any provision) is found by any court, tribunal, or administrative body of competent jurisdiction to be invalid, unlawful, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted or modified to the minimum extent necessary to make it valid, lawful, and enforceable, and the validity and enforceability of the other provisions of these Terms shall not be affected.

Where a provision is deemed deleted or modified, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.13 No Waiver

- (a) No failure or delay by either party in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise of that or any other right, power, or remedy.
- (b) Any waiver of any provision of these Terms shall be effective only if given in writing and signed by the waiving party, and shall apply only in the specific instance and for the specific purpose for which it was given. A waiver of any breach shall not be deemed a waiver of any subsequent or continuing breach.

19.14 Governing Law and Jurisdiction (Strengthened)

- (a) These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- (b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims). Each party irrevocably submits to the jurisdiction of those courts and irrevocably waives any objection to proceedings in those courts on the grounds of venue, forum non conveniens, lack of personal jurisdiction, or any similar ground.
- (c) Without prejudice to the foregoing, each party agrees that:
 - (i) this choice of English law is a genuine choice freely made between commercial parties of equal bargaining power;
 - (ii) the Contractor has had the opportunity to obtain independent legal advice regarding the effect of this choice of law; and
 - (iii) the application of any other system of law or the jurisdiction of any other court is hereby excluded to the fullest extent permitted by applicable law.
- (d) Nothing in this Clause shall restrict DNX360's right to bring proceedings against the Contractor in any court of competent jurisdiction for the purpose of obtaining interim or injunctive relief, enforcing a judgment or order, or where the Contractor has assets in that jurisdiction.
- (e) To the extent permitted by applicable law, the Contractor irrevocably waives any right to a jury trial in any action or proceeding arising out of or relating to these Terms.

19.15 Amendments to These Terms

- (a) DNX360 may amend these Terms from time to time. DNX360 shall give the Contractor not less than thirty (30) days' prior written notice of any material amendment to these Terms by email to the Contractor's registered email address, through the Platform, or by publication on DNX360's website.
- (b) If the Contractor does not agree to any material amendment, the Contractor's sole remedy is to cancel the relevant Subscription Plan before the amendment takes effect, in which case the Subscription Plan shall continue until the end of the then-current Subscription Period on the unamended terms and shall not renew.
- (c) Continued use of the Platform after the effective date of any amendment shall constitute the Contractor's acceptance of the amended Terms.
- (d) Non-material amendments (including corrections of typographical errors, formatting changes, and clarifications that do not alter the substance of any provision) may take effect immediately without notice.

19.16 Liquidated Damages — Penalty Doctrine Compliance

The parties confirm and acknowledge that:

- (a) each liquidated damages amount set out in Clause 15 has been separately negotiated and agreed between commercial parties of comparable bargaining power, each of which has had the opportunity to obtain independent legal advice;
- (b) each such amount represents a genuine pre-estimate of the loss likely to be suffered by DNX360 in the event of the relevant breach, taking into account the difficulty of precisely quantifying such loss at the time of contracting;
- (c) no liquidated damages amount set out in Clause 15 is intended to operate, or shall be construed as, a penalty; and
- (d) in the event that any court or tribunal determines that any liquidated damages amount constitutes a penalty or is otherwise unenforceable, that amount shall be reduced to the maximum amount that would be enforceable as a genuine pre-estimate of loss, and the remainder of Clause 15 shall continue in full force and effect.

19A. MUTUAL INSURANCE

19A.1 DNX360 Insurance

DNX360 shall maintain, at its own cost and throughout the term of these Terms, insurance coverage that DNX360 reasonably considers appropriate to the nature, size, and risk profile of its business and of the Platform and Services, including, where reasonably applicable:

- (a) professional indemnity insurance or errors and omissions insurance;
- (b) cyber liability and data breach insurance; and
- (c) general commercial liability or public liability insurance.

19A.2 DNX360 Insurance Standards and Evidence

DNX360 shall ensure that any insurance maintained under Clause 19A.1 is placed with reputable insurers and maintained in accordance with reasonable commercial standards. Upon reasonable written request by the Contractor, not more than once per calendar year unless required in connection with a claim, regulatory inquiry, audit, investigation, or material incident, DNX360 shall provide written confirmation or a certificate of insurance confirming the existence of the insurance maintained under Clause 19A.1. DNX360 shall not be required to disclose policy wording, policy terms, exclusions, endorsements, premiums, deductibles, retentions, broker information, or other commercially sensitive insurance information.

19A.3 No Expansion of DNX360 Liability

The maintenance of insurance by DNX360 under this Clause 19A shall not be construed as increasing, extending, waiving, or otherwise altering DNX360's liabilities or obligations under these Terms, all of which shall remain subject to Clause 12.

19A.4 Contractor Insurance

The Contractor shall maintain, at its own cost and throughout the term of these Terms, insurance coverage appropriate to the nature, size, and risk profile of its business and activities in connection with the Platform, the Services, and its relationships with SMB Clients, including, where reasonably applicable:

- (a) professional indemnity insurance or errors and omissions insurance;
- (b) cyber liability and data breach insurance;
- (c) general commercial liability or public liability insurance; and
- (d) employers' liability insurance or any other insurance required by applicable law.

19A.5 Contractor Insurance Standards and Evidence

The Contractor shall ensure that any insurance maintained under Clause 19A.4 is placed with reputable insurers and maintained in accordance with reasonable commercial standards. Upon DNX360's reasonable written request, not more than once per calendar year unless required in connection

with a claim, regulatory inquiry, audit, investigation, suspected breach, security incident, or material complaint, the Contractor shall promptly provide written confirmation or a certificate of insurance confirming the existence of the insurance maintained under Clause 19A.4 and the applicable coverage limits.

19A.6 Reciprocal Evidence Requests

If the Contractor requests written confirmation or evidence of DNX360's insurance under Clause 19A.2, that request shall automatically be deemed to include a corresponding request by DNX360 for written confirmation or evidence of the Contractor's insurance under Clause 19A.5. The Contractor shall provide such confirmation or evidence within the same timeframe applicable to DNX360's response, or, if no such timeframe applies, within ten (10) Business Days of the Contractor's original request.

19A.7 Consequences of Contractor Non-Compliance

If the Contractor fails to maintain the insurance required under Clause 19A.4, or fails to provide the evidence reasonably requested under Clauses 19A.5 or 19A.6 within the applicable period, DNX360 may suspend access to the Platform or the Services until such failure is remedied and, if such failure continues, may treat the matter as a material breach of these Terms.

19A.8 Contractor Liability Unaffected

The Contractor's obligations under this Clause 19A do not limit, reduce, or otherwise affect any of the Contractor's obligations, liabilities, indemnities, or responsibilities under these Terms.

19B. PUBLICITY AND LOGO RIGHTS

19B.1 The Contractor grants DNX360 a non-exclusive, royalty-free, worldwide licence during the term of this Agreement and for a period of twenty-four (24) months following its termination or expiry, to use the Contractor's name, logo, and trade marks (collectively, "Contractor Marks") solely for the purpose of identifying the Contractor as a customer of DNX360 in DNX360's marketing materials, website, social media, case studies, presentations, proposals, and other promotional materials.

19B.2 DNX360 shall use the Contractor Marks in accordance with any reasonable brand guidelines provided by the Contractor in writing and shall not alter, distort, or modify the Contractor Marks in any material way.

19B.3 If the Contractor objects to any specific use of the Contractor Marks, the Contractor may notify DNX360 in writing at legal@dnx360.com, and DNX360 shall cease the objected use within thirty (30) days of receiving such notice. This right of objection does not revoke the general licence granted under Clause 19B.1 but applies only to the specific use identified in the notice.

19B.4 For the avoidance of doubt, no case study, testimonial, or detailed description of the Contractor's use of the Platform shall be published without the Contractor's prior written consent.

19C. ACCEPTABLE USE POLICY

19C.1 The Contractor shall not, and shall ensure that its employees, agents, freelancers, sub-contractors, SMB Clients, and any person accessing the Platform through the Contractor's account do not, use the Platform:

- (a) for any purpose that is unlawful, fraudulent, deceptive, or harmful;
- (b) to transmit, upload, or store any material that contains viruses, malware, spyware, ransomware, or other harmful code;
- (c) to transmit, upload, or store any material that is defamatory, obscene, threatening, abusive, hateful, or that promotes discrimination, violence, or illegal activity;
- (d) to send unsolicited communications (spam), chain letters, or pyramid schemes;
- (e) to impersonate any person or entity, or to falsely state or misrepresent the Contractor's affiliation with any person or entity;
- (f) to interfere with, disrupt, or place an unreasonable burden on the Platform, its infrastructure, or any connected networks or services;
- (g) to access or attempt to access any account, system, or data that the Contractor is not authorised to access;
- (h) to collect, harvest, or store personal data of other users of the Platform without their express consent and a lawful basis;
- (i) to use automated tools, bots, scrapers, or similar technologies to access the Platform except as expressly permitted by DNX360 in writing; or
- (j) for any purpose that competes with or is intended to undermine DNX360's business.

19C.2 DNX360 reserves the right to investigate any suspected violation of this Acceptable Use Policy and to take such action as it considers appropriate, including issuing warnings, suspending or terminating access, removing content, and reporting conduct to law enforcement authorities.

19C.3 Any breach of this Clause 19C shall be deemed a material breach of this Agreement.

19C.4 Standalone Acceptable Use Policy. In addition to the obligations set out in this Clause 19C, the Contractor and all persons accessing the Platform through the Contractor's account are bound by the standalone Acceptable Use Policy, which provides supplementary detail and additional restrictions

on Platform usage. The Acceptable Use Policy is incorporated into these Terms by reference pursuant to Clause 19I. In the event of any conflict between this Clause 19C and the standalone Acceptable Use Policy, this Clause 19C shall prevail.

19D. EXPORT CONTROLS AND SANCTIONS

19D.1 The Contractor acknowledges that the Platform and the Services may be subject to export control laws, trade sanctions, and import restrictions, including those imposed by the United Kingdom, the European Union, the United States, and other applicable jurisdictions (collectively, "Trade Controls").

19D.2 The Contractor represents, warrants, and undertakes that:

- (a) the Contractor is not, and no person who owns or controls the Contractor is, designated on any restricted or prohibited party list maintained by the United Kingdom, the European Union, the United States, the United Nations, or any other relevant authority;
- (b) the Contractor shall not access or use the Platform from, or permit any person to access or use the Platform from, any country or territory that is the subject of comprehensive trade sanctions imposed by the United Kingdom, the European Union, or the United States;
- (c) the Contractor shall not, directly or indirectly, export, re-export, transfer, or otherwise make available the Platform, the Services, any Output, or any related technical data in violation of any applicable Trade Controls; and
- (d) the Contractor shall comply with all applicable Trade Controls in connection with its use of the Platform and the Services.

19D.3 The Contractor shall indemnify DNX360 against all losses, liabilities, claims, damages, penalties, fines, costs, and expenses arising from any breach of this Clause 19D.

19E. ANTI-BRIBERY AND ANTI-CORRUPTION

19E.1 Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act 1977, and any equivalent legislation in any other applicable jurisdiction (collectively, "Anti-Corruption Laws").

19E.2 Without limiting the generality of Clause 19E.1, neither party shall, directly or indirectly:

- (a) offer, promise, give, or authorise the giving of any financial or other advantage to any person (including any government official, political party, or public international organisation) for the purpose of obtaining or retaining business, or securing any improper advantage;
- (b) request, agree to receive, or accept any financial or other advantage as an inducement or reward for any improper performance of any function or activity; or
- (c) engage in any activity that would constitute an offence under any applicable Anti-Corruption Laws.

19E.3 Each party shall maintain adequate procedures designed to prevent any person associated with it from engaging in any conduct that would constitute an offence under applicable Anti-Corruption Laws.

19E.4 Any breach of this Clause 19E shall be deemed a material breach of this Agreement and shall entitle the non-breaching party to terminate this Agreement with immediate effect by written notice.

19F. BETA FEATURES AND EXPERIMENTAL FUNCTIONALITY

19F.1 DNX360 may from time to time make available features, tools, modules, or functionality that are designated as "beta", "preview", "experimental", "early access", "pilot", or by any similar designation (collectively, "Beta Features").

19F.2 Beta Features are provided on an "as is" and "as available" basis, without any warranty, representation, or commitment of any kind, whether express, implied, statutory, or otherwise. DNX360 makes no representation or warranty that any Beta Feature will:

- (a) function without interruption, error, or defect;
- (b) meet the Contractor's requirements;
- (c) be made generally available; or
- (d) continue to be available at any time.

19F.3 DNX360 may modify, suspend, limit, or discontinue any Beta Feature at any time, with or without notice, and without any liability to the Contractor. The Contractor shall have no claim for compensation, credit, refund, or damages arising from the modification, suspension, limitation, or discontinuation of any Beta Feature.

19F.4 Beta Features may be subject to additional terms, conditions, or restrictions communicated by DNX360 at the time of release or through the Platform.

19F.5 The Contractor's use of any Beta Feature is entirely at the Contractor's own risk. To the fullest extent permitted by applicable law, DNX360 excludes all liability in connection with any Beta Feature, including liability for any loss, damage, cost, or expense of any nature.

19F.6 Nothing in this Clause 19F limits the exclusions and limitations of liability set out in Clause 12.

19G. SUSPENSION OF ACCESS

19G.1 Without limiting DNX360's rights under Clause 5.4 (Termination), DNX360 may suspend the Contractor's access to the Platform, in whole or in part, with immediate effect, if DNX360 reasonably determines that:

- (a) the Contractor has breached or is breaching any material provision of this Agreement;
- (b) the Contractor's use of the Platform poses a security risk to the Platform, other users, or any third party;
- (c) the Contractor's use of the Platform may subject DNX360, its affiliates, or any third party to liability;
- (d) there is suspected fraudulent, abusive, or unlawful activity on the Contractor's account;
- (e) the Contractor has failed to pay any undisputed amount when due and has not remedied such failure within seven (7) days of written notice;
- (f) suspension is required by applicable law, a court order, or a regulatory authority; or
- (g) there is a force majeure event or other circumstance that makes continued provision of the Platform impracticable.

19G.2 Where reasonably practicable and permitted by applicable law, DNX360 shall provide written notice to the Contractor prior to or promptly following any suspension, including the reason for the suspension and, where applicable, the steps the Contractor may take to remedy the situation.

19G.3 During any period of suspension, the Contractor shall remain liable for all fees due under this Agreement. DNX360 shall not be liable for any loss, damage, cost, or expense arising from or in connection with any suspension under this Clause 19G.

19G.4 DNX360 shall lift the suspension as soon as reasonably practicable after the circumstances giving rise to the suspension have been resolved to DNX360's reasonable satisfaction.

19G.5 Suspension under this Clause 19G is without prejudice to DNX360's right to terminate this Agreement under Clause 5.4 or to exercise any other right or remedy available to it.

19H. FEEDBACK LICENSE

19H.1 If the Contractor or any of the Contractor's employees, agents, freelancers, sub-contractors, partners or representatives provides any feedback, suggestions, ideas, enhancement requests, feature requests, comments, or other input to DNX360 relating to the Platform, the Services, or any DNX360 product or service, whether solicited or unsolicited (collectively, "Feedback"), the Contractor hereby grants DNX360 a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable, and transferable licence to use, reproduce, modify, adapt, create derivative works from, distribute, display, and otherwise exploit such Feedback for any purpose, including incorporating the Feedback into the Platform, the Services, or any other DNX360 product or service, without any obligation, attribution, compensation, or accounting to the Contractor.

19H.2 The Contractor acknowledges and agrees that:

- (a) Feedback is provided voluntarily and without any expectation of compensation or confidential treatment;
- (b) DNX360 may already be developing or may independently develop features, functionality, or products similar to or the same as any Feedback; and
- (c) nothing in this Clause 19H limits DNX360's right to independently develop, acquire, or use products, services, or technology that may be competitive with the Contractor's products or services.

19H.3 For the avoidance of doubt, the Contractor's provision of Feedback does not create any confidentiality obligation on DNX360 in respect of that Feedback, except to the extent that the Feedback includes Confidential Information clearly identified as such in writing at the time of disclosure, in which case the confidentiality provisions of Clause 7.4 shall apply to the extent they do not conflict with the licence granted under Clause 19H.1.

19I. SUPPLEMENTARY LEGAL DOCUMENTS AND INCORPORATION BY REFERENCE

19I.1 The following Supplementary Legal Documents are incorporated into and form part of these Terms by reference. By accepting these Terms, the Contractor acknowledges that it has read, understood, and agrees to be bound by each Supplementary Legal Document as if set out in full herein:

- (a) the Privacy Policy (Contractor), governing DNX360's collection, use, and processing of the Contractor's Personal Data;
- (b) the Standalone DPA, supplementing the data processing terms in Schedule 1 and Clause 7.3;
- (c) the Acceptable Use Policy, providing supplementary restrictions on Platform usage in addition to Clause 19C;
- (d) the Cookie Policy, governing the use of cookies and similar technologies on DNX360's websites and Platform;
- (e) the Website Terms of Use, governing access to and use of DNX360's websites;
- (f) the Refund Policy, providing a publicly accessible summary of the refund provisions in Clause 5 and Schedule 3; and
- (g) the SMB Client Terms of Service and the Privacy Policy (SMB Client), which govern the direct legal relationship between DNX360 and SMB Clients and which the Contractor is obligated to ensure SMB Clients accept before accessing the Platform.

19I.2 Each Supplementary Legal Document is published at the URL specified in its definition or at such other URL as DNX360 may designate from time to time. DNX360 may amend any Supplementary Legal Document in accordance with its own amendment provisions and/or Clause 19.2 of these Terms.

19I.3 The Contractor shall review each Supplementary Legal Document before accepting these Terms and shall periodically review any updates. Continued use of the Platform after any amendment to a Supplementary Legal Document shall constitute acceptance of the amended document.

19I.4 In the event of any conflict or inconsistency between these Terms and Conditions (including any Schedule) and any Supplementary Legal Document, these Terms and Conditions shall prevail, except: (a) in relation to personal data processing, where Schedule 1 or the Standalone DPA shall prevail to the extent of any express inconsistency, as provided in Schedule 1, Clause 14.2; and (b) where a Supplementary Legal Document expressly and specifically states that a particular provision of that document prevails over a named clause of these Terms for a defined subject matter.

20. CLIENT ACKNOWLEDGMENT

By registering for an account, activating a Subscription, placing an order, linking a payment method, making a payment, accessing or using the Platform, or otherwise accepting these Terms, the Contractor confirms, acknowledges and agrees that:

- (a) it has read, understood and agrees to be bound by these Terms in their entirety;
- (b) the individual accepting these Terms on behalf of the Contractor represents and warrants that they have full power, authority and capacity to enter into these Terms on behalf of the Contractor and to bind the Contractor to them, and that by accepting these Terms, such individual also personally and irrevocably accepts the personal guarantee obligations set out in Clause 3.3 in the individual's own personal capacity;
- (c) the Contractor is entering into these Terms in the course of business and not as a consumer;
- (d) the Platform includes AI-assisted tools, automated analyses, model-generated content and other technology-assisted functionality, and all Outputs must be independently reviewed, validated and assessed by the Contractor using appropriate professional judgment before being relied upon, communicated, implemented or acted upon;
- (e) DNX360 does not guarantee any particular outcome, result, revenue increase, cost saving, efficiency gain, compliance outcome, business improvement or other commercial benefit from use of the Platform, the Services or any Output;
- (f) the quality, relevance and usefulness of any Output depends materially on the quality, completeness, accuracy, lawfulness and suitability of the inputs, instructions, questionnaire responses, source materials and other information submitted to or through the Platform, and DNX360 shall have no responsibility for any deficiency in Output quality arising from but not limited to incomplete, inaccurate, misleading, unlawful or insufficient inputs or from the failure of the Contractor or any SMB Client to engage properly with the relevant process;
- (g) before initiating any Audit or similar workflow involving an SMB Client, the Contractor is responsible for informing the relevant SMB Client that the quality of any resulting Output depends mainly and materially on the completeness and accuracy of the information provided;
- (h) Subscription Plans renew automatically unless cancelled before the applicable Renewal Date, and DNX360 is authorised to charge the registered payment method in accordance with these Terms;
- (i) pricing, plan features, Credit allocations, usage entitlements and other commercial terms may change in accordance with these Terms, including with effect from a Renewal Date;
- (j) displayed plan quantities, feature quantities, Audit volumes, Lead Magnet volumes, Credit consumption examples and similar usage illustrations are indicative only, are based on average or estimated usage patterns, and do not constitute a guarantee of minimum deliverables;
- (k) Credits are a usage mechanism only, may be consumed at variable rates depending on use case and other factors identified in these Terms, and are subject to the applicable billing, carry-over and refund rules set out in these Terms;

(l) except as expressly stated in these Terms or required by mandatory law, fees, Subscription charges, one-time purchases and Credit purchases are non-cancellable and non-refundable once paid;

(m) DNX360 may monitor, review, investigate and verify compliance with these Terms, Platform usage, payment activity, account activity and suspected misuse, fraud, abuse or security issues in accordance with these Terms and applicable law; and

(n) electronic acceptance, account records, payment records, audit logs, system logs and related technical records may be relied upon by DNX360 as evidence of acceptance of these Terms, use of the Platform, authorisation of transactions and other relevant account activity, absent manifest error.

END OF TERMS AND CONDITIONS (PART 1)
SCHEDULES 1, 2 AND 3 BELOW

Schedule 1 — Data Processing Terms

This Schedule forms part of the Terms between DNX360 (to the extent acting as a processor, service provider, sub-processor, or other equivalent secondary processing party, the “Processor”) and the Contractor (to the extent acting as a controller, business, or other equivalent primary responsible party, the “Controller”) and constitutes the Data Processing Agreement, data processing addendum, or equivalent arrangement required under Applicable Data Protection Law.

For the purposes of this Schedule, “Applicable Data Protection Law” means Regulation (EU) 2016/679 (the “EU GDPR”), the UK General Data Protection Regulation as incorporated into the laws of England and Wales, Scotland, and Northern Ireland and supplemented by the Data Protection Act 2018 (the “UK GDPR”), and any and all applicable international, national, federal, state, provincial, territorial, or local laws, regulations, regulatory requirements, legally binding codes, ordinances, directives, statutory instruments, or subordinate legislation relating to privacy, data protection, data security, cybersecurity, breach notification, cross-border data transfers, or the processing of Personal Data in any jurisdiction, in each case including any amendment, extension, consolidation, replacement, re-enactment, restatement, supplement, implementing measure, derogation, successor, equivalent, corresponding, or renumbered version thereof, as in force from time to time.

References in this Schedule to the EU GDPR, the UK GDPR, Article 28, Article 32, Chapter III, Chapter V, Articles 32 to 36, or any other provision or mechanism under Applicable Data Protection Law shall be interpreted to include any equivalent, corresponding, analogous, implementing, supplementary, successor, replacement, amended, restated, re-enacted, or renumbered provision, requirement, or mechanism in any applicable jurisdiction.

To the extent that Applicable Data Protection Law in any jurisdiction uses different terminology for materially similar concepts, references in this Schedule to “controller”, “processor”, “sub-processor”, “Personal Data”, “processing”, “data subject”, “supervisory authority”, “personal data breach”, “service provider”, “business”, or similar concepts shall be interpreted to include the closest equivalent concept under such Applicable Data Protection Law.

If and to the extent the parties enter into a separate written Data Processing Agreement, data processing addendum, or equivalent data protection arrangement, that agreement shall prevail over this Schedule solely to the extent of any express inconsistency, and this Schedule shall otherwise continue to apply.

For the avoidance of doubt, DNX360 has published a Standalone DPA that supplements and is intended to be read together with this Schedule 1. The Standalone DPA constitutes a “separate written data processing agreement” for the purposes of the preceding paragraph. Accordingly:

- (a) the Standalone DPA shall prevail over this Schedule 1 to the extent of any express inconsistency;
- (b) in all other respects, this Schedule 1 shall continue in full force and effect; and
- (c) the provisions of this Schedule 1 and the Standalone DPA shall, to the extent possible, be read together and interpreted harmoniously.

1. Roles and Scope

1.1 To the extent required by Applicable Data Protection Law, the Contractor acts as the Controller, Business, or other equivalent primary responsible party (or, where applicable, as processor, service provider, or other equivalent intermediary on behalf of a further controller or business) in relation to Personal Data submitted to or through the Platform by or on behalf of the Contractor or any SMB Client, and DNX360 acts as the Processor, Service Provider, or sub-processor (as applicable) on behalf of the Contractor.

1.2 Nothing in this Schedule prevents DNX360 from processing Personal Data as an independent Controller, Business, or other equivalent independent responsible party to the extent necessary for account administration, billing, fraud prevention, security, legal compliance, internal reporting, service improvement, the creation of aggregated or anonymised insights to the extent permitted by Applicable Data Protection Law, or the establishment, exercise, or defence of legal claims, in each case as permitted by Applicable Data Protection Law and the Terms.

2. Subject Matter, Duration, Nature and Purpose of Processing

2.1 Subject matter: the processing of Personal Data by DNX360 as Processor, Service Provider, or equivalent intermediary in connection with the provision of the Platform and the Services.

2.2 Duration: processing shall continue for the duration of the active Subscription and thereafter for so long as reasonably necessary to fulfil DNX360's contractual, operational, evidential, backup, dispute-resolution, security, insurance, compliance, or legal retention obligations, in each case subject to Applicable Data Protection Law.

2.3 Nature of processing: collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, combination, restriction, deletion, erasure, anonymisation, and destruction of Personal Data, in each case as reasonably necessary to provide, secure, support, improve, and operate the Platform and the Services in accordance with the Terms, this Schedule, and Applicable Data Protection Law.

2.4 Purpose of processing: DNX360 processes Personal Data for the following purposes:

- (a) account setup, authentication, identity verification, and administration;
- (b) hosting, storage, transmission, backup, and organisation of submitted information;
- (c) operation of the Questionnaire Engine, AI Engine, and diagnostic analysis systems;
- (d) generation of analyses, reports, recommendations, Outputs, and related service deliverables;
- (e) communications with the Contractor and, where applicable, SMB Clients as necessary for service delivery;
- (f) monitoring, troubleshooting, abuse prevention, fraud prevention, quality assurance, and security;
- (g) platform maintenance, improvement, optimisation, and development, in each case to the extent permitted under Applicable Data Protection Law and the Terms;
- (h) billing, invoicing, payment processing, and related financial administration;
- (i) compliance with legal, regulatory, and contractual obligations; and
- (j) any other processing reasonably necessary to perform the Terms or documented instructions of the Contractor consistent with the Terms and Applicable Data Protection Law.

3. Categories of Data Subjects

The categories of individuals whose Personal Data may be processed include:

- (a) the Contractor's employees, officers, directors, representatives, and agents;
- (b) SMB Clients and their employees, officers, representatives, agents, and authorised users;
- (c) stakeholders assigned to complete questionnaires;
- (d) other business contacts of SMB Clients or the Contractor whose data is submitted to the Platform; and
- (e) any other individual whose Personal Data is submitted to or generated through the Platform in connection with the Services.

4. Categories of Personal Data

The categories of Personal Data that may be processed include:

- (a) names, job titles, business email addresses, business telephone numbers, and other business contact details;
- (b) organisation names, department names, and organisational structure information;
- (c) account identifiers, login credentials (encrypted), and authentication data;
- (d) usage data, session data, access logs, IP addresses, device identifiers, and similar technical identifiers;
- (e) questionnaire responses, business diagnostic inputs, and survey responses;
- (f) communications data, including messages sent through the Platform;
- (g) billing and payment information, to the extent processed by DNX360 rather than third-party payment processors; and
- (h) any other Personal Data submitted to or generated through the Platform by or on behalf of the Contractor or any SMB Client.

The Contractor shall not submit, and shall ensure that SMB Clients do not submit, any special category data, sensitive personal information, criminal conviction data, or any analogous category of restricted or heightened-risk data under Applicable Data Protection Law, unless such submission is expressly permitted by the Platform, any supplemental terms, or DNX360's prior written approval and all requirements under Applicable Data Protection Law have been satisfied.

5. Controller Responsibilities

5.1 The Contractor is solely responsible for:

- (a) ensuring that all Personal Data submitted to the Platform is collected, disclosed, transferred, and submitted lawfully;
- (b) establishing and documenting any required lawful basis, notice, disclosure, consent, authorisation, transfer mechanism, or other legal justification required under Applicable Data Protection Law;
- (c) ensuring that any SMB Client and any relevant individual receives any notices, disclosures, or information required under Applicable Data Protection Law;
- (d) ensuring that the Contractor's instructions to DNX360 are lawful and consistent with the Terms and Applicable Data Protection Law; and
- (e) ensuring that submitted data is relevant, adequate, accurate to the extent required, and limited to what is necessary for the intended use.

5.2 The Contractor warrants that it has, and will maintain, all rights, permissions, authorisations, notices, consents, and authority necessary for DNX360 to process Personal Data in accordance with the Terms, this Schedule, and Applicable Data Protection Law.

6. Processor Obligations

6.1 DNX360 shall process Personal Data only:

(a) on the documented instructions of the Contractor as set out in the Terms, this Schedule, any applicable Order Form, and the Contractor's use of the Platform's features and settings, which constitute the Contractor's documented instructions for the purposes of Article 28(3)(a) of the GDPR and any equivalent requirement under Applicable Data Protection Law; or

(b) as otherwise required or expressly permitted by Applicable Data Protection Law, in which case DNX360 shall, to the extent permitted by such law, inform the Contractor of that legal requirement before the relevant processing unless such law prohibits such information on important grounds of public interest, regulatory confidentiality, law enforcement sensitivity, or equivalent protected grounds.

6.2 DNX360 shall ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory, professional, or contractual obligation of confidentiality.

6.3 DNX360 shall implement and maintain appropriate technical and organisational measures required by Applicable Data Protection Law, including Article 32 of the GDPR and any equivalent requirement, to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access, or other unlawful or unauthorised processing, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing, as well as the risk of varying likelihood and severity to the rights and freedoms of individuals or any equivalent protected interests recognised by Applicable Data Protection Law.

6.4 DNX360 shall take reasonable steps to ensure the reliability, training, and authorisation status of any person who has access to Personal Data processed under this Schedule.

7. Sub-Processor Appointment

7.1 The Contractor gives DNX360 general written authorisation to engage sub-processors in connection with the provision of the Platform and the Services.

7.2 DNX360 shall maintain a list of its current sub-processors, which it shall make available to the Contractor upon written request or through the Platform.

7.3 DNX360 shall give the Contractor not less than thirty (30) days' prior written notice before engaging any new sub-processor or replacing any existing sub-processor, unless a shorter period is reasonably necessary for urgent security, legal, regulatory, operational continuity, or supplier-failure reasons, in which case DNX360 shall give as much notice as reasonably practicable. The notice shall identify the new or replacement sub-processor, the processing activities to be performed, and the location of processing to the extent reasonably necessary under Applicable Data Protection Law.

7.4 If the Contractor has a reasonable, substantiated objection to a proposed new sub-processor on genuine data protection grounds under Applicable Data Protection Law, the Contractor shall notify DNX360 in writing within fourteen (14) days of receiving the relevant notice, setting out the specific and documented grounds for the objection.

7.5 Following receipt of an objection under Clause 7.4, DNX360 shall use reasonable efforts to make available to the Contractor a change in the Services or recommend a commercially reasonable change to the Contractor's use of the Services to avoid processing of Personal Data by the objected-to sub-processor. If DNX360 is unable to make such change within a reasonable period, not to exceed thirty (30) days from the date of the objection, and the objection has not been reasonably resolved, the Contractor may terminate the affected Services by giving written notice to DNX360, and DNX360 shall refund to the Contractor any prepaid recurring subscription fees actually received by DNX360 covering the unused remainder of the then-current Subscription Period solely for the affected Services. No refund shall be due for any other amounts.

7.6 DNX360 shall impose on each sub-processor by way of a written contract data protection obligations no less protective in all material respects than those set out in this Schedule to the extent required by Applicable Data Protection Law, and DNX360 shall remain responsible for the performance of each sub-processor's obligations to the extent required by Applicable Data Protection Law.

8. Data Subject Rights

8.1 Taking into account the nature of the processing, DNX360 shall assist the Contractor by appropriate technical and organisational measures, insofar as this is possible and reasonably proportionate, for the fulfilment of the Contractor's obligation to respond to requests for exercising data subject rights under Chapter III of the GDPR or any equivalent rights under Applicable Data Protection Law.

8.2 DNX360 shall promptly notify the Contractor if DNX360 receives a request from a data subject, consumer, or other individual to exercise rights under Applicable Data Protection Law in respect of Personal Data processed under this Schedule, and shall not respond to such request except on the documented instructions of the Contractor or as required or expressly permitted by Applicable Data Protection Law.

9. Personal Data Breach Notification

9.1 DNX360 shall notify the Contractor without undue delay, and in any event within seventy-two (72) hours after becoming aware of a confirmed Personal Data Breach, personal data breach, security breach, or equivalent reportable incident affecting Personal Data processed on behalf of the Contractor, to the extent such notification is required or appropriate under Applicable Data Protection Law.

9.2 The notification shall include, to the extent reasonably available:

- (a) a description of the nature of the breach, including where possible the categories and approximate number of data subjects or other affected individuals concerned and the categories and approximate number of Personal Data records concerned;
- (b) the name and contact details of the relevant data protection or security point of contact within DNX360;
- (c) a description of the likely consequences of the breach; and
- (d) a description of the measures taken or proposed to be taken to address the breach, including measures to mitigate its possible adverse effects.

9.3 DNX360 shall cooperate with the Contractor and take such reasonable commercial steps as are necessary to assist in the investigation, mitigation, and remediation of the breach, subject always to Applicable Data Protection Law, legal privilege, confidentiality obligations owed to other customers, and the security of DNX360's systems and services.

10. Audit Rights

DNX360 shall make available to the Contractor such information as is reasonably necessary to demonstrate DNX360's compliance with the obligations imposed on it under Article 28 of the GDPR and any equivalent requirement under Applicable Data Protection Law, and shall allow for and contribute to audits or inspections solely to the extent required by Applicable Data Protection Law and subject to the following conditions:

- (a) DNX360 may satisfy its obligations under this Clause by providing current third-party certifications, attestations, audit reports, summaries, security documentation, policies, procedures, responses to reasonable due diligence questionnaires, or other equivalent compliance materials;
- (b) the Contractor shall not be entitled to access, inspect, receive, test, copy, or review any source code, object code, algorithms, models, prompts, weights, training data, questionnaires, scoring methodologies, assessment logic, product roadmaps, trade secrets, privileged material, penetration test reports, vulnerability details, internal security configurations, information relating to other customers, or any other proprietary, commercially sensitive, or security-sensitive information of DNX360 except to the minimum extent strictly required by Applicable Data Protection Law and incapable of being satisfied by less intrusive means;
- (c) if the Contractor reasonably requires a direct audit beyond the materials provided under paragraph (a), such audit request must:
 - (i) be made no more than once per calendar year unless required by a competent supervisory authority or other binding legal requirement;
 - (ii) be made on at least thirty (30) days' prior written notice;
 - (iii) be proportionate and strictly limited to processing activities directly relevant to the Contractor's Personal Data;
 - (iv) be carried out by an independent auditor acceptable to DNX360 and not a competitor of DNX360, acting under written confidentiality obligations in a form acceptable to DNX360;
 - (v) be conducted during normal business hours and in a manner that does not unreasonably disrupt DNX360's operations, compromise security, interfere with other customers, suppliers, or systems, or require access to restricted areas or systems beyond what is strictly necessary under Applicable Data Protection Law;
- (d) the Contractor shall bear all costs of any audit under this Clause unless such audit establishes a material breach of this Schedule by DNX360, in which case DNX360 shall bear the reasonable and directly attributable external audit costs only; and
- (e) nothing in this Schedule requires DNX360 to disclose or make available any information where doing so would, in DNX360's reasonable opinion, disclose trade secrets, intellectual property, confidential know-how, legally privileged material, information relating to other customers, or information that would create a security, legal, or regulatory risk, except to the minimum extent strictly required by Applicable Data Protection Law and not otherwise capable of being addressed through redaction, summary, certification, attestation, or other less intrusive means.

11. Data Deletion and Return

11.1 Upon termination or expiry of the relevant Services, DNX360 shall, at the Contractor's written request made within thirty (30) days after termination or expiry, either:

- (a) return to the Contractor the relevant Personal Data processed under this Schedule in a commonly used, machine-readable format reasonably determined by DNX360; or
- (b) delete such Personal Data,

in each case subject to Applicable Data Protection Law, legal hold requirements, legal privilege, the establishment, exercise, or defence of legal claims, fraud prevention, security, insurance, accounting, tax, backup, archival, disaster recovery, and standard business continuity processes.

11.2 DNX360 shall delete existing copies unless retention is required or permitted by Applicable Data Protection Law, reasonably necessary for the establishment, exercise, or defence of legal claims, fraud prevention, audit, security, backup, archival, disaster recovery, insurance, accounting, tax, or maintained in accordance with standard retention, archival, overwrite, and deletion cycles. This Schedule shall continue to apply to retained Personal Data for so long as it is retained.

11.3 If the Contractor does not make a written request within the thirty (30) day period, DNX360 may delete the Personal Data in accordance with its standard data retention policies.

12. International and Cross-Border Data Transfers

12.1 Where Personal Data is transferred to a country or territory outside the United Kingdom, the European Economic Area, or any other jurisdiction from which such transfer is regulated under Applicable Data Protection Law, and where such destination has not been recognised as providing an adequate level of protection under Applicable Data Protection Law, DNX360 shall ensure that an appropriate transfer mechanism is in place to the extent required under Applicable Data Protection Law, including:

- (a) the European Commission's standard contractual clauses, as amended, supplemented, replaced, or succeeded from time to time;
- (b) the UK International Data Transfer Agreement, the UK Addendum to the EU standard contractual clauses, or any replacement or successor mechanism;
- (c) an adequacy decision, adequacy regulation, adequacy finding, or equivalent recognition by a competent authority;
- (d) the EU-US Data Privacy Framework, the UK Extension thereto, the Swiss-US Data Privacy Framework, or any successor or equivalent mechanism; or
- (e) any other lawful transfer mechanism recognised under Applicable Data Protection Law.

12.2 DNX360 shall carry out any transfer impact assessment, transfer risk assessment, or equivalent assessment reasonably required under Applicable Data Protection Law in connection with cross-border transfers of Personal Data.

13. Assistance

13.1 Taking into account the nature of the processing and the information available to DNX360, DNX360 shall provide reasonable assistance to the Contractor in ensuring compliance with Articles 32 to 36 of the GDPR and any equivalent obligations under Applicable Data Protection Law, including obligations relating to security, breach notification, data protection impact assessments, transfer assessments, prior consultation with supervisory authorities, regulators, or equivalent competent authorities, to the extent required by Applicable Data Protection Law and reasonably technically and commercially feasible.

13.2 DNX360 may charge a reasonable fee for any assistance under this Clause 13 that is beyond the scope of DNX360's standard service obligations, provided that DNX360 shall notify the Contractor of any such fee before providing the assistance.

14. Liability and Precedence

14.1 This Schedule shall be subject to the limitation, exclusion, and allocation of liability provisions in the Terms unless and only to the extent that mandatory Applicable Data Protection Law expressly requires otherwise.

14.2 In the event of any inconsistency between this Schedule and the main body of the Terms, this Schedule shall prevail solely in relation to the processing of Personal Data and only to the extent of that inconsistency.

14.3 References in this Schedule to specific Articles, Chapters, provisions, or mechanisms under the GDPR or any other Applicable Data Protection Law are included for convenience only and shall be interpreted so as to give effect to the equivalent, corresponding, amended, supplemented, replacement, successor, re-enacted, implemented, or renumbered provision, mechanism, or requirement under Applicable Data Protection Law in any applicable jurisdiction.

15. Standalone Data Processing Agreement

15.1 DNX360 has published a Standalone DPA on its website. The Standalone DPA supplements this Schedule 1 and is incorporated into the Terms by reference.

15.2 Where the Standalone DPA addresses a matter not covered by this Schedule 1, the Standalone DPA shall apply to that matter. Where the Standalone DPA expressly conflicts with a provision of this Schedule 1, the Standalone DPA shall prevail to the extent of that express inconsistency.

15.3 Nothing in the Standalone DPA shall reduce, limit, or narrow the data processing rights, authorisations, or permissions granted to DNX360 under this Schedule 1 or Clause 7 of the Terms, unless the Standalone DPA expressly and specifically states otherwise with reference to the relevant clause.

15.4 This Schedule 1 and the Standalone DPA shall, to the extent possible, be construed harmoniously. References in either document to "the DPA" or "Data Processing Agreement" shall, unless the context requires otherwise, be read as references to both this Schedule 1 and the Standalone DPA together.

Schedule 2 — Subscription Plans (Reference Only)

This Schedule is provided for convenience and reference only. Current plan details, inclusions, Credit allocations, usage illustrations, billing options and pricing are published on DNX360's website and/or within the Platform and may be changed in accordance with the Terms. In the event of any inconsistency, the Terms and the pricing or billing information then in effect under the Terms shall prevail.

Plan Type	Billing Basis	Key Notes
Free (PPA)	One-time purchases only	No Subscription Fee. No auto-renewal. Individual Credit purchases and PPA purchases are non-refundable except where expressly stated in the Terms or required by mandatory law. No 100-Day Money-Back Guarantee applies.
Starter	Monthly* / Quarterly* / Annual*	Paid Subscription Plan. Auto-renews unless cancelled before the applicable Renewal Date. 100-Day Money-Back Guarantee may apply only to the extent expressly stated in Clause 5.3 and Schedule 3.
Pro	Monthly* / Quarterly* / Annual*	Paid Subscription Plan. Auto-renews unless cancelled before the applicable Renewal Date. 100-Day Money-Back Guarantee may apply only to the extent expressly stated in Clause 5.3 and Schedule 3.
Agency	Monthly* / Quarterly* / Annual*	Paid Subscription Plan. Auto-renews unless cancelled before the applicable Renewal Date. 100-Day Money-Back Guarantee may apply only to the extent expressly stated in Clause 5.3 and Schedule 3.

Quarterly and annual billing options may include discounted pricing relative to the standard periodic rate, as published from time to time.

All Subscription Plans are prepaid.

Additional Credits, top-ups and other one-time purchases may be made where made available by DNX360 and are charged at the price in effect at the time of purchase.

*** Beware that, as defined in Clause 4.4, billing is not aligned to calendar months, the first of any month, or any other calendar reference point.**

Schedule 3 — 100-Day Money-Back Guarantee Conditions

This Schedule supplements Clause 5.3 (Hundred-Day Money-Back Guarantee). In the event of any inconsistency between this Schedule and Clause 5.3, Clause 5.3 shall prevail.

1. Scope and Interpretation

1.1 The Money-Back Guarantee applies only to the extent expressly set out in Clause 5.3 and does not create any general right to cancel, reverse charges, recover costs, or obtain reimbursement for dissatisfaction, non-use, under-use, change of business circumstances, staffing changes, pricing dissatisfaction, plan mismatch, Credit consumption dissatisfaction, or failure by the Contractor or any SMB Client to engage properly with the Platform.

1.2 Review of a claim, provision of Customer Support, provision of onboarding assistance, investigation of an issue, request for additional information, provision of a remediation credit, or consideration of an exceptional case does not constitute approval of any refund and does not waive any eligibility requirement, exclusion, limitation, defence, or discretionary right available to DNX360 under these Terms.

1.3 References in this Schedule to the Platform, Services, Outputs, Output Reports, Audits, Subscription Plans, Credits, SMB Clients, Customer Support, and the Guarantee Period shall have the meanings given to them in the Terms.

2. Onboarding, Enablement and Setup Requirements

2.1 For the purposes of Clause 5.3(c), DNX360 may designate mandatory or recommended onboarding, implementation, enablement, setup, training, usage, or remediation requirements through any one or more of the following:

- (a) DNX360 University;
- (b) the Platform;
- (c) onboarding flows or checklists;
- (d) Customer Support communications;
- (e) email communications;
- (f) help-center materials;
- (g) implementation guidance; or
- (h) any other reasonably communicated means.

2.2 DNX360 may require evidence that such onboarding, enablement, setup, implementation, or remediation requirements were completed, including:

- (a) account records;
- (b) user activity logs;
- (c) checklists;
- (d) support records;
- (e) communications history;
- (f) confirmations or acknowledgments; or
- (g) other comparable evidence reasonably available to DNX360 or requested from the Contractor.

2.3 Failure to complete or reasonably engage with any onboarding, implementation, setup, enablement, training, troubleshooting, or remediation step designated by DNX360 may render the Contractor ineligible for the Money-Back Guarantee.

3. Customer Support, Cooperation and Remediation

3.1 Before any refund request is eligible for review, the Contractor must have:

- (a) opened a support request through the designated Customer Support section of the Platform;
- (b) described the issue with reasonable specificity;
- (c) provided any screenshots, outputs, reports, questionnaires, examples, correspondence, account details, payment details, or other information reasonably requested by DNX360;
- (d) complied with reasonable troubleshooting, retry, testing, setup, onboarding, implementation, or remediation steps requested by DNX360; and
- (e) allowed DNX360 a reasonable opportunity to investigate and attempt to resolve the issue.

3.2 For the purposes of Clause 5.3(c), DNX360 may treat a claim as incomplete, premature, or ineligible where the Contractor has failed to provide timely cooperation, failed to respond to reasonable requests for information, or otherwise prevented DNX360 from fairly assessing or attempting to remedy the issue.

3.3 For the purposes of Clause 5.3(c)(vi), a “new SMB Client” means an SMB Client that has not previously been used by the Contractor for the Audit, Output, Output Report, or remediation exercise that forms the basis of the refund complaint, unless DNX360 expressly agrees otherwise in writing.

3.4 Where DNX360 designates a remediation step other than a complimentary Audit credit, the Contractor must complete that remediation step in full before any refund request may be considered eligible.

4. Input Quality, SMB Client Communications and Fair Evaluation

4.1 DNX360 may require the Contractor to provide evidence of the briefings, instructions, explanations, or communications given to SMB Clients regarding questionnaire completion, response quality, and the need for complete and accurate information.

4.2 Without limitation, DNX360 may treat any of the following as poor-quality, insufficient, unreliable, or non-compliant inputs where materially relevant:

- (a) skipped questions where an answer was reasonably required;
- (b) vague, generic, formulaic, or one-word responses;
- (c) inconsistent answers;
- (d) incomplete factual information;
- (e) failure to provide reasonably available business context;
- (f) failure to follow instructions, prompts, or questionnaire guidance;
- (g) responses submitted carelessly, mechanically, in bad faith, or without reasonable engagement;
- (h) minimal free-text responses where detail was reasonably necessary; or
- (i) contradictory or unsupported information.

4.3 DNX360 may reject a claim where it reasonably determines that the Platform, Services, Outputs, or Output Reports could not be fairly evaluated because of poor-quality, incomplete, inaccurate, insufficient, inconsistent, misleading, or otherwise deficient inputs attributable to the Contractor or any SMB Client.

4.4 Where the quality, usefulness, or reliability of any Output or Output Report is materially affected by poor-quality or deficient inputs attributable to the Contractor or any SMB Client, the Money-Back Guarantee shall not apply.

5. Claim Submission and Evidence Requirements

5.1 A claim under Clause 5.3 must:

- (a) be submitted within the Guarantee Period;
- (b) be sent to finance@dnx360.com;
- (c) use the subject line “Refund Request”;
- (d) include the Contractor’s full account details; and
- (e) include all information, documentation, and evidence required under Clause 5.3 and this Schedule.

5.2 DNX360 may require the Contractor to provide additional evidence reasonably necessary to assess the claim, including evidence relating to:

- (a) onboarding completion;
- (b) support interactions;
- (c) SMB Client communications;
- (d) questionnaire quality;
- (e) remediation compliance;
- (f) account ownership or related accounts;
- (g) payment history; or
- (h) the factual basis of the complaint.

5.3 A claim shall not be treated as complete until DNX360 has received all information, documentation, and evidence it reasonably requests for assessment.

5.4 DNX360 may reject, suspend, close, or decline to process any claim that is incomplete, unsupported, duplicative, abusive, misleading, fraudulent, or submitted without the information reasonably required by Clause 5.3 or this Schedule.

6. Technical Issues, Billing Issues and Exceptional Cases

6.1 Technical issues, bugs, latency, outages, interruptions, platform malfunctions, integration issues, browser issues, device issues, configuration issues, or similar technical faults do not, in themselves, give rise to any refund entitlement under the Money-Back Guarantee.

6.2 DNX360 may, in its sole discretion, provide credits, extensions, replacement entitlements, billing corrections, service accommodations, or other non-cash remedies in connection with technical issues, billing issues, duplicate charges, or exceptional cases without:

- (a) admitting liability;
- (b) waiving any exclusion, limitation, or condition;
- (c) creating any precedent; or
- (d) creating any obligation to provide the same or similar remedy in any other case.

6.3 Any consideration by DNX360 of an exceptional case outside the standard Money-Back Guarantee criteria shall be entirely discretionary and shall be governed by Clause 5.3(d).

7. Anti-Abuse and Anti-Circumvention

7.1 DNX360 may reject a claim where it reasonably suspects that the Money-Back Guarantee is being used abusively or circumvented through:

- (a) multiple accounts;
- (b) alternative domains;
- (c) replacement entities;
- (d) Affiliates or related entities;
- (e) associated users;
- (f) common-control organisations;
- (g) resellers or intermediaries;
- (h) payment-method rotation;
- (i) duplicate or overlapping claims; or
- (j) any other substantially similar means.

7.2 DNX360 may take into account account history, payment history, common ownership indicators, common control indicators, user overlap, billing overlap, domain overlap, behavioural patterns, and other reasonably relevant anti-fraud or anti-abuse indicators when assessing eligibility under the Money-Back Guarantee.

8. Refund Processing

8.1 Any approved refund shall be made only to the original payment method used for the relevant charge, subject to payment processor availability, fraud checks, chargeback status, banking restrictions, and applicable law.

8.2 To the extent any tax, processor fee, bank charge, foreign exchange loss, third-party fee, or other amount is not recoverable by DNX360, DNX360 may exclude that amount from the refund to the extent permitted by applicable law and Clause 5.3.

8.3 DNX360 shall not be responsible for any delay, deduction, failed payment, conversion issue, or other payment processing consequence arising from the policies, timelines, systems, or restrictions of any payment processor, bank, card network, or financial institution.

9. No Waiver; Continuing Rights

9.1 Nothing in this Schedule limits DNX360's right to deny a claim that does not satisfy Clause 5.3 or this Schedule.

9.2 Nothing in this Schedule obliges DNX360 to grant any refund, credit, reimbursement, extension, or other accommodation except where expressly required under Clause 5.3 or mandatory applicable law.

9.3 Any investigation, review, correspondence, support engagement, remediation step, or discretionary accommodation by DNX360 shall be without prejudice to DNX360's rights, remedies, protections, exclusions, limitations, or defences under these Terms.

END OF TERMS AND CONDITIONS