

TERMS OF SERVICE (SMB CLIENT)

English Language Version

J. Sallinger Ltd., trading as DNX360

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

Company Registration Number: 12797704

Primary Notice Email: legal@DNX360.com

Main Website: www.DNX360.com

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ENGLISH

Our Terms of Service for SMB Clients (these "Terms") are drafted exclusively in the English language and constitute the sole governing text with respect to access to and use of the platform by small and midsize business clients. Any access to or use of DNX360's platform by an SMB client implies full and unconditional acceptance of the applicable Terms, as reproduced below. By accessing or using the platform, the SMB client acknowledges that it has read, understood, and accepted these Terms.

FRANÇAIS

Nos Conditions de Service applicables aux clients PME (les présentes « Conditions ») sont rédigées exclusivement en langue anglaise et constituent le seul texte de référence applicable en ce qui concerne l'accès à la plateforme et son utilisation par les clients petites et moyennes entreprises. Tout accès à la plateforme de DNX360 ou toute utilisation de celle-ci par un client PME emporte acceptation pleine et entière des Conditions en vigueur, telles que reproduites ci-dessous.

En accédant à la plateforme ou en l'utilisant, le client PME reconnaît avoir lu, compris et accepté les présentes Conditions.

NEDERLANDS

Onze Servicevoorwaarden voor KMO-klanten (deze "Voorwaarden") zijn uitsluitend opgesteld in de Engelse taal en vormen de enige toepasselijke referentietekst met betrekking tot de toegang tot en het gebruik van het platform door klanten die kleine en middelgrote ondernemingen zijn. Elke toegang tot of elk gebruik van het platform van DNX360 door een KMO-klant houdt de volledige en onvoorwaardelijke aanvaarding in van de geldende Voorwaarden, zoals hieronder weergegeven.

Door het platform te bezoeken of te gebruiken erkent de KMO-klant dat hij deze Voorwaarden heeft gelezen, begrepen en aanvaard.

DEUTSCH

Unsere Nutzungsbedingungen für KMU-Kunden (diese „Bedingungen“) sind ausschließlich in englischer Sprache abgefasst und stellen den einzigen maßgeblichen Referenztext im Hinblick auf den Zugang zur Plattform und deren Nutzung durch kleine und mittlere Unternehmen dar. Jeder Zugriff auf die Plattform von DNX360 oder jede Nutzung derselben durch einen KMU-Kunden gilt als vollständige und vorbehaltlose Annahme der jeweils geltenden Bedingungen, wie nachstehend wiedergegeben.

Mit dem Zugriff auf die Plattform oder ihrer Nutzung bestätigt der KMU-Kunde, dass er diese Bedingungen gelesen, verstanden und akzeptiert hat.

ESPAÑOL

Nuestros Términos de Servicio para clientes PYME (los presentes "Términos") están redactados exclusivamente en inglés y constituyen el único texto rector aplicable en materia de acceso a la plataforma y uso de la misma por parte de clientes que sean pequeñas y medianas empresas. Cualquier acceso a la plataforma de DNX360 o uso de esta por un cliente PYME implica la aceptación plena e incondicional de los Términos vigentes, tal como se reproducen a continuación.

Al acceder a la plataforma o utilizarla, el cliente PYME reconoce haber leído, comprendido y aceptado los presentes Términos.

ITALIANO

I nostri Termini di Servizio per clienti PMI (i presenti "Termini") sono redatti esclusivamente in lingua inglese e costituiscono l'unico testo di riferimento applicabile in materia di accesso alla piattaforma e di utilizzo della stessa da parte di clienti che siano piccole e medie imprese. Qualsiasi accesso alla piattaforma di DNX360 o utilizzo della medesima da parte di un cliente PMI comporta l'accettazione piena e incondizionata dei Termini vigenti, come riportati di seguito.

Accedendo alla piattaforma o utilizzandola, il cliente PMI dichiara di aver letto, compreso e accettato i presenti Termini.

DANSK

Vores servicevilkår for SMV-kunder (disse "Vilkår") er udelukkende udarbejdet på engelsk og udgør den eneste gældende referencetekst vedrørende adgang til og brug af platformen af kunder, der er små og mellemstore virksomheder. Enhver adgang til eller brug af DNX360's platform af en SMV-kunde indebærer fuld og ubetinget accept af de gældende Vilkår, som gengivet nedenfor. Ved at tilgå eller bruge platformen bekræfter SMV-kunden, at denne har læst, forstået og accepteret disse Vilkår.

SVENSKA

Våra användarvillkor för SMF-kunder (dessa "Villkor") är uteslutande upprättade på engelska och utgör den enda tillämpliga referenstexten avseende åtkomst till och användning av plattformen av kunder som är små och medelstora företag. Varje åtkomst till eller användning av DNX360:s plattform av en SMF-kund innebär ett fullständigt och villkorslöst godkännande av de gällande Villkoren, såsom de återges nedan.

Genom att gå in på eller använda plattformen bekräftar SMF-kunden att den har läst, förstått och accepterat dessa Villkor.

SLOVENČINA

Naše Podmienky poskytovania služieb pre klientov z radov MSP (ďalej len „Podmienky“) sú vypracované výlučne v anglickom jazyku a predstavujú jediný rozhodujúci referenčný text upravujúci prístup k platforme a jej používanie klientmi, ktorí sú malými a strednými podnikmi. Akýkoľvek prístup na platformu DNX360 alebo jej používanie klientom z radov MSP znamená úplný a bezvýhradný súhlas s platnými Podmienkami, ako sú uvedené nižšie.

Prístupom na platformu alebo jej používaním klient z radov MSP vyhlasuje, že si tieto Podmienky prečítal, porozumel im a akceptoval ich.

IMPORTANT — PLEASE READ THESE TERMS CAREFULLY.

BY ACCESSING OR USING THE DNX360 PLATFORM (THE "PLATFORM"), YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE (THESE "TERMS"). IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE PLATFORM.

These Terms constitute a legally binding agreement between you, the business entity accessing the Platform (the "SMB Client", "you", or "your"), and J. Sallinger Ltd. (company registration number 12797704), a company incorporated in England and Wales, trading as DNX360 ("DNX360", "we", "us", or "our"), with its registered office at 128 City Road, London, EC1V 2NX, United Kingdom.

You confirm that you are accessing the Platform as a business entity or in a professional capacity, and not as a consumer. These Terms apply exclusively on a business-to-business basis. If you are an individual acting in the course of your trade, business, craft, or profession, you are deemed to be a business entity for the purposes of these Terms.

Your access to the Platform has been facilitated through an invitation from or engagement with a contractor, consultant, or service provider who is a registered user of the Platform (a "Contractor"). Your access is subject to these Terms and is derivative of, and limited by, the Contractor's own agreement with DNX360.

1. ACCEPTANCE AND FORMATION

1.1 By accessing, browsing, registering on, or using any part of the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with our Privacy Policy (SMB Client), our Acceptable Use Policy, and our Cookie Policy (collectively, the "SMB Client Terms").

1.2 Your acceptance of these Terms may be evidenced by any of the following: (a) clicking "I Accept", "I Agree", or any equivalent button or checkbox presented to you; (b) accessing or using the Platform following the display of these Terms; (c) completing any questionnaire, assessment, or diagnostic tool on the Platform; or (d) any other conduct that reasonably indicates acceptance.

1.3 DNX360 maintains electronic records of your acceptance, including timestamps, session data, IP addresses, and device identifiers, which shall constitute conclusive evidence of your agreement to these Terms.

1.4 If you are accepting these Terms on behalf of a company, partnership, or other legal entity, you represent and warrant that you have full authority to bind that entity to these Terms. In such case, "SMB Client" and "you" shall refer to that entity.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Terms, unless the context otherwise requires:

- (a) "Assessment" means any questionnaire, diagnostic, business scan, 3D Business Scan, lead magnet assessment, or other evaluative tool made available to you through the Platform;
- (b) "Contractor" means the contractor, consultant, or service provider through whom your access to the Platform has been facilitated and who maintains a direct contractual relationship with DNX360;
- (c) "DNX360 Score" means the proprietary scoring, rating, or prioritisation output generated by the Platform's AI Engine based on Assessment data;
- (d) "Outputs" means all reports, analyses, recommendations, DNX360 Scores, prioritisation matrices, implementation roadmaps, and any other deliverables generated by or through the Platform, including the Recommendations Report;
- (e) "Platform" means the DNX360 software-as-a-service application, including all modules, features, tools, interfaces, engines, APIs, and associated infrastructure, accessible at www.DNX360.com, www.DNX360.ai, www.DNX360.io, or any other domain or subdomain operated by DNX360;
- (f) "Questionnaire Engine" means DNX360's proprietary adaptive questionnaire system, including all questions, branching logic, scoring algorithms, and associated intellectual property;
- (g) "Recommendations Report" means the structured report of findings, interventions, and recommended actions generated upon completion of an Assessment;
- (h) "Stakeholder" means any employee, officer, director, partners, freelancer, supplier, sub-contractor, or other representative of the SMB Client assigned or invited to complete any part of an Assessment.

2.2 Headings are for convenience only and shall not affect interpretation. "Including" means "including without limitation". References to the singular include the plural and vice versa. References to any legislation include all amendments, re-enactments, and replacements thereof.

3. NATURE OF RELATIONSHIP

3.1 DNX360's primary contractual relationship is with the Contractor. Your access to the Platform is facilitated through and dependent upon the Contractor's valid subscription or engagement with DNX360. DNX360 is not a party to, and has no obligations under, any agreement between you and the Contractor.

3.2 DNX360 makes no representations and gives no warranties regarding any services, advice, fees, or obligations that the Contractor may offer, provide, or undertake in connection with your use of the Platform. The Contractor is an independent business, and DNX360 is not responsible for any representations, promises, guarantees, or commitments made by the Contractor.

3.3 Your relationship with the Contractor is separate and distinct from your relationship with DNX360. Any disputes or claims arising from the Contractor's services shall be resolved directly between you and the Contractor. DNX360 shall not be liable for any acts, omissions, representations, or defaults of any Contractor.

3.4 Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship between DNX360 and the SMB Client.

3.5 You do not have a direct commercial or payment relationship with DNX360. Your access to the Platform is provided at no direct cost to you and is facilitated entirely through the Contractor's arrangement with DNX360.

4. LICENCE AND ACCESS

4.1 Subject to your compliance with these Terms, DNX360 grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Platform solely for the purpose of completing Assessments, viewing your Outputs, and engaging with the specific tools and features made available to you by the Contractor.

4.2 This licence does not extend to any feature, module, or functionality of the Platform that has not been expressly made available to you. You may use Outputs solely for your own internal business purposes.

4.3 DNX360 may suspend, restrict, or terminate your access to the Platform at any time, for any reason or no reason, with or without notice and without liability. Circumstances that may give rise to suspension or termination include, without limitation: (a) breach of these Terms; (b) expiry or termination of the Contractor's agreement with DNX360; (c) request by the Contractor; (d) suspected fraud, abuse, or misuse; (e) technical, security, or operational reasons; (f) inactivity for a prolonged period; or (g) any other reason at DNX360's sole discretion.

4.4 Upon termination or suspension, your licence to access and use the Platform immediately ceases, and you shall have no further right to access the Platform, any Assessments, or any Outputs. DNX360 shall have no obligation to retain, provide, or make available any data, Outputs, or other information following termination.

5. PERMITTED USE AND RESTRICTIONS

5.1 You shall use the Platform only for the purpose for which it is provided, namely: completing Assessments, receiving your DNX360 Score and Recommendations Report, and using Outputs for your internal business purposes.

5.2 You shall not, and shall ensure that your Stakeholders and any other person accessing the Platform through your account do not:

- (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, data structures, scoring methodologies, or underlying technology of the Platform, the Questionnaire Engine, the AI Engine, or any component thereof;
- (b) copy, reproduce, distribute, publish, display, perform, modify, create derivative works from, or otherwise exploit any part of the Platform, including any questions, questionnaire content, branching logic, or Assessment methodology;
- (c) take screenshots, make recordings (audio or visual), transcribe, or systematically capture any content from the Platform, the Questionnaire Engine, or the Assessment process;
- (d) share, forward, or distribute Assessment links, access credentials, or any other means of accessing the Platform to any person not expressly authorised by the Contractor;
- (e) manipulate, fabricate, or provide intentionally false, misleading, or inaccurate responses in any Assessment;
- (f) use the Platform, any Outputs, or any information derived therefrom for any purpose other than your own internal business use, including any commercial exploitation, resale, redistribution, publication, or derivative use;
- (g) use any automated means (including bots, scrapers, crawlers, or automated tools) to access, interact with, or extract data from the Platform;

- (h) attempt to gain unauthorised access to the Platform, any servers, networks, or systems connected thereto, or any accounts belonging to other users;
- (i) interfere with or disrupt the integrity, performance, security, or availability of the Platform;
- (j) use the Platform for any unlawful, fraudulent, deceptive, or harmful purpose;
- (k) upload or transmit any virus, malware, spyware, ransomware, or other harmful code;
- (l) use the Platform in any manner that could damage DNX360's reputation or goodwill; or
- (m) attempt to circumvent any security features, access controls, or usage limitations of the Platform.

5.3 Any breach of Clause 5.2 shall constitute a material breach of these Terms and may result in immediate termination of your access without notice or liability on the part of DNX360.

6. PROTECTED OBLIGATIONS

6.1 You acknowledge and agree that the obligations set out in Clauses 5.2(a), 5.2(b), 5.2(c), 7, and 8 (collectively, the "Protected Obligations") are fundamental to the protection of DNX360's proprietary rights, trade secrets, and competitive position and that any breach of a Protected Obligation would cause irreparable harm to DNX360 for which damages alone would be an inadequate remedy.

6.2 In the event of any breach or threatened breach of a Protected Obligation, DNX360 shall be entitled (in addition to all other remedies available at law or in equity) to seek injunctive or other equitable relief without the requirement of posting a bond or proving actual damages.

6.3 The Protected Obligations shall survive termination or expiry of these Terms indefinitely.

7. INTELLECTUAL PROPERTY

7.1 All intellectual property rights in and to the Platform, the Questionnaire Engine, the AI Engine, all questions, branching logic, scoring algorithms, AI models, prompts, training data, weighting logic, analytical frameworks, diagnostic methodologies, Output structures, DNX360 Scores, user interfaces, source code, system architecture, databases, trade marks, brand assets, and all derivative works thereof (collectively, the "DNX360 IP") are and shall remain the sole and exclusive property of DNX360 (or its licensors).

7.2 Nothing in these Terms transfers or assigns any intellectual property rights to you. The licence granted under Clause 4 does not confer any ownership interest in any DNX360 IP.

7.3 The DNX360 Score methodology, the Questionnaire Engine, and all scoring, analytical, and diagnostic processes are proprietary and confidential. You shall not disclose, discuss, or share any details of the methodology, scoring logic, question sequences, or diagnostic framework with any third party.

7.4 To the extent that you acquire any rights in DNX360 IP (whether by operation of law or otherwise), you hereby irrevocably assign all such rights to DNX360 with full title guarantee.

7.5 Any feedback, suggestions, ideas, enhancement requests, or other input you provide to DNX360 regarding the Platform (collectively, "Feedback") shall become the exclusive property of DNX360. You hereby assign all rights in Feedback to DNX360 and waive any moral rights therein to the fullest extent permitted by law.

8. CONFIDENTIALITY

8.1 You shall treat as strictly confidential all non-public information relating to the Platform, including the Questionnaire Engine, all questions and branching logic, AI models and algorithms, analytical frameworks, scoring methodologies, diagnostic processes, Output structures, and any other information that is by its nature confidential (collectively, "Confidential Information").

8.2 You shall not use Confidential Information for any purpose other than your permitted use of the Platform under these Terms, and you shall not disclose Confidential Information to any third party without DNX360's prior written consent.

8.3 The obligations in this Clause 8 shall survive termination of these Terms indefinitely in respect of trade secrets, and for a period of five (5) years from the date of termination in respect of all other Confidential Information.

9. DATA PROCESSING AND PRIVACY

9.1 DNX360 processes personal data in connection with your use of the Platform. Please refer to our Privacy Policy (SMB Client), available on the Platform or DNX360's website, for full details of how we collect, use, store, and protect your personal data.

9.2 In respect of Assessment data (including questionnaire responses, business diagnostic data, and related submissions), the Contractor acts as the data controller and DNX360 processes such data on behalf of the Contractor as data processor. The processing of Assessment data is governed by the data processing agreement between DNX360 and the Contractor.

9.3 In respect of account data (such as your name, email address, and company details), technical data (such as your IP address, browser type, and device information), and usage data (such as pages visited, features used, and session data), DNX360 acts as the data controller. The processing of such data is governed by our Privacy Policy (SMB Client).

9.4 You acknowledge and agree that DNX360 may use anonymised and aggregated data derived from Assessments (which does not identify any individual, SMB Client, or Contractor) for the purposes of improving the Platform, training and enhancing AI models and algorithms, developing benchmarking data, producing industry analyses, and any other legitimate business purpose. This right is perpetual, worldwide, and royalty-free.

9.5 For any data subject requests relating to Assessment data (access, rectification, erasure, portability, or restriction), you should contact the Contractor in the first instance, as the Contractor is the data controller for such data. For data subject requests relating to data for which DNX360 is the controller, please contact us at legal@dnx360.com.

9.6 The Platform supports voice transcription in over fifty (50) languages. Voice data submitted through the Platform is processed for the sole purpose of converting speech to text for inclusion in Assessment responses. You are responsible for ensuring that all persons whose voice data is submitted are aware of and have consented to such processing.

10. DISCLAIMER OF WARRANTIES

10.1 THE PLATFORM, ALL ASSESSMENTS, OUTPUTS, DNX360 SCORES, RECOMMENDATIONS REPORTS, AND ALL OTHER DELIVERABLES AND INFORMATION PROVIDED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DNX360 EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION:

- (a) any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, quiet enjoyment, and non-infringement;
- (b) any warranties arising from course of dealing, usage, or trade practice;
- (c) any warranty that the Platform will be uninterrupted, error-free, secure, timely, accurate, or free from viruses or other harmful components;
- (d) any warranty regarding the accuracy, completeness, reliability, suitability, or usefulness of any Outputs, DNX360 Scores, recommendations, or other information provided through the Platform; and
- (e) any warranty that Outputs or recommendations will achieve any particular result, outcome, cost saving, revenue improvement, or commercial benefit.

10.3 All Outputs, DNX360 Scores, and recommendations are provided for informational and decision-support purposes only. They do not constitute professional, legal, financial, tax, accounting, or any other form of advice. You are solely responsible for any decisions made or actions taken in reliance on Outputs or recommendations.

10.4 DNX360 does not warrant the suitability of any Contractor's services and makes no representations regarding the qualifications, competence, or reliability of any Contractor.

11. LIMITATION OF LIABILITY

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DNX360, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, FREELANCERS, PARTNERS, SUPPLIERS, SUB-CONTRACTORS, OR LICENSORS (COLLECTIVELY, THE "DNX360 PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY:

- (a) indirect, incidental, special, consequential, exemplary, or punitive damages;
- (b) loss of profits, revenue, business, anticipated savings, contracts, commercial opportunities, or goodwill;
- (c) loss of or damage to data;

- (d) wasted management or administrative time; or
- (e) any other loss or damage of any nature,

howsoever arising, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if the DNX360 Parties have been advised of the possibility of such loss or damage.

11.2 THE AGGREGATE LIABILITY OF THE DNX360 PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR ANY OUTPUTS SHALL NOT EXCEED ONE POUND STERLING (£1.00). You acknowledge that this limitation reflects the fact that you do not pay DNX360 directly for your access to the Platform and that the allocation of risk set out in these Terms is reasonable and appropriate.

11.3 Nothing in these Terms shall exclude or limit liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law.

11.4 Each provision of this Clause 11 that excludes or limits liability shall be construed separately and independently and shall survive the termination or expiry of these Terms.

12. INDEMNIFICATION

12.1 You shall indemnify, defend, and hold harmless the DNX360 Parties from and against all losses, damages, liabilities, costs, expenses (including reasonable legal fees), claims, demands, actions, proceedings, and judgments arising out of or in connection with:

- (a) your breach of these Terms or any representation or warranty made herein;
- (b) your use or misuse of the Platform, including any use of Outputs or recommendations;
- (c) the provision of false, misleading, or inaccurate information or data by you or your Stakeholders;
- (d) your violation of any applicable law, regulation, or third-party rights;
- (e) any claim by a third party arising from or related to your use of the Platform or any Outputs; and
- (f) any failure by you to comply with applicable data protection laws in connection with your use of the Platform.

12.2 DNX360 shall provide you with prompt written notice of any claim subject to indemnification. Your indemnification obligations shall not be reduced by any failure or delay in providing such notice except to the extent you are materially prejudiced by such failure or delay.

13. ANTI-CIRCUMVENTION

13.1 You shall not, directly or indirectly, attempt to contract with, engage, or establish a commercial relationship with DNX360 for the provision of services that are the same as or similar to those provided through the Contractor, except through the Contractor or with DNX360's prior written consent.

13.2 You shall not, directly or indirectly, seek to bypass, circumvent, or undermine the Contractor's relationship with DNX360, including by attempting to access the Platform otherwise than through the Contractor's invitation or arrangement.

13.3 Any breach of this Clause 13 shall constitute a material breach of these Terms.

14. MODIFICATIONS TO TERMS

14.1 DNX360 reserves the right to modify, amend, supplement, or replace these Terms at any time at its sole discretion. Updated Terms will be posted on the Platform, DNX360's website and/or notified to you by email or other reasonable means.

14.2 Your continued access to or use of the Platform following the posting or notification of any changes to these Terms constitutes your binding acceptance of such changes. If you do not agree to any modified Terms, your sole remedy is to cease using the Platform immediately.

14.3 DNX360 may modify, update, suspend, or discontinue any feature, functionality, or aspect of the Platform at any time without notice or liability.

15. GOVERNING LAW AND JURISDICTION

15.1 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 giving effect to any principles of conflicts of law.

15.2 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 such jurisdiction and waives any objection to venue or inconvenient forum.

15.3 Notwithstanding Clause 15.2, DNX360 may bring proceedings in any court of competent jurisdiction for the purposes of: (a) recovering unpaid fees or amounts owed; (b) protecting or enforcing intellectual property rights, confidential information, or trade secrets; (c) seeking interim, interlocutory, protective, or injunctive relief; (d) enforcing any judgment or order obtained in another jurisdiction; or (e) where you have assets in that jurisdiction. Proceedings in one jurisdiction shall not preclude proceedings in another.

15.4 To the extent permitted by applicable law, each party irrevocably waives any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to these Terms.

16. GENERAL PROVISIONS

16.1 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions shall continue in full force and effect.

16.2 Entire Agreement

These Terms, together with the Privacy Policy (SMB Client), the Acceptable Use Policy, and the Cookie Policy, constitute the entire agreement between you and DNX360 with respect to your access to and use of the Platform and supersede all prior or contemporaneous communications, proposals, and agreements, whether oral or written.

16.3 Waiver

No failure or delay by DNX360 in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise of the same or any other right, power, or remedy.

16.4 Assignment

You may not assign, transfer, delegate, or otherwise dispose of your rights or obligations under these Terms without DNX360's prior written consent. DNX360 may assign, transfer, or delegate its rights and obligations under these Terms to any Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets, without your consent.

16.5 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 a Force Majeure Event, being any event beyond DNX360's reasonable control, including acts of God, natural disasters, pandemics, epidemics, wars, terrorism, civil unrest, government actions, strikes, cyber-attacks, utility failures, or third-party platform failures.

16.6 Third-Party Rights

A person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision hereof, except that DNX360 Affiliates and the DNX360 Parties may enforce the limitations of liability, disclaimers, and indemnification provisions of these Terms as if they were a party hereto.

16.7 Notices

Any notice or communication to DNX360 under these Terms shall be sent by email to legal@dnx360.com. DNX360 may provide notices to you by email, in-Platform notification, or by posting on the Platform.

16.8 Survival

The following provisions shall survive termination or expiry of these Terms: Clauses 6 (Protected Obligations), 7 (Intellectual Property), 8 (Confidentiality), 10 (Disclaimer of Warranties), 11 (Limitation of Liability), 12 (Indemnification), 13 (Anti-Circumvention), 15 (Governing Law and Jurisdiction), and this Clause 16, together with any other provision that by its nature is intended to survive.

Business-to-Business (B2B) Basis

Both parties acknowledge and agree that these Terms are entered into in the course of business and not as a consumer transaction. To the extent that any mandatory consumer protection legislation applies, it shall apply only to the minimum extent required by law.

END OF TERMS OF USE (SMB CLIENT)