

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. Welcome to Cobrief. www.cobrief.co.uk, together with app.cobrief.co.uk (the “**Platform**”) is owned and operated by Cobrief Limited, a company incorporated in England and Wales with company number 15055749 and a registered office address of 191 Bawtry Road, Doncaster, England, DN4 7AL (“**Cobrief**”). For the purposes of these terms and conditions (the “**Terms**”), both Cobrief and you shall be referred to individually as a “**Party**” and collectively, the “**Parties**”.
- 1.2. By using the Platform, you acknowledge and agree that you have read, understood and agree to be bound by these Terms, as well as any other applicable policies, including without limitation Cobrief’s privacy policy and any other policies and procedures that Cobrief may create or update from time to time at Cobrief’s sole discretion (the “**Policies**”). Your use of the Platform is also subject to these Policies and continue to apply as long as you continue to use the Platform. We encourage you to read these Terms in conjunction with such Policies.
- 1.3. If you do not agree to these Terms or any changes to these Terms, you must cease using the Platform immediately. Please be aware that if you do not agree to these Terms and then continue to use the Platform, or if you violate or breach any provisions of these Terms, Cobrief reserves the right to suspend and/or delete your account.
- 1.4. Cobrief may amend and/or update these Terms from time to time at its sole discretion. Your continued use of the Platform following such an update will be considered as acceptance of such changes.

2. REGISTRATION

- 2.1. You agree to provide accurate, current and complete information about yourself and/or your organisation as prompted by the registration form (“**Registration Data**”) during registration and at other points as may be required in the course of using the Platform from time to time. You agree to maintain and update your Registration Data as required to keep it accurate, current and complete. Cobrief may terminate your ability to access the Platform if any information you provide is false, inaccurate or incomplete.
- 2.2. You may register, access and use the Platform on behalf of your organisation. By agreeing to these Terms on behalf of your organisation, you warrant and represent that you are an authorised representative of such organisation and that you have the power and authority to bind them to these Terms.
- 2.3. You may be eighteen (18) years old to register, access and use the Platform. By registering for access and using the Platform, you represent and warrant that you are at least eighteen (18) years old, are capable of forming a binding contract with us and meet any eligibility requirements stated herein. If you do not meet this requirement, you must not register, access or use the Platform.
- 2.4. If you are provided with a password, a user identification code or any other piece of information as part of Cobrief’s security procedures, you must treat such information as confidential and not disclose it to any third party. If you know or suspect that anyone other than yourself knows your password, user identification code or any other piece of information as part of our security procedures, you must promptly notify info@cobrief.co.uk.

3. PROVISION OF THE PLATFORM

- 3.1. The Platform is provided on an “as is” and “as available” basis. The Platform is provided for non-commercial, internal use only and you must not access or use the Platform for or on behalf of any other person. To the fullest extent permitted by law, Cobrief does not provide and expressly disclaims warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or use, accuracy or non-infringement. By using the Platform, you acknowledge and agree that the Platform does not provide legal advice. You acknowledge and accept that Cobrief does not warrant or represent that that the Platform will be uninterrupted, timely, secure, accurate, error-free or free from viruses or other malicious software, and no information or advice obtained by you from Cobrief or through the Platform shall create any warranty not expressly stated in these Terms. If you are dissatisfied with the Platform, your sole and exclusive remedy is to discontinue the use of the Platform.
- 3.2. The content and outputs provided by the Platform are for informational purposes only and are not a substitute for advice from a qualified legal professional. No lawyer-client relationship is created between you and Cobrief. Cobrief is not liable for any decisions made or based on the Platform’s content or services and it is your sole responsibility to consult with a qualified legal professional for all matters relating to your situation.
- 3.3. Where the Platform links to other websites and resources provided by third parties, these links are provided for information only and may be subject to their own separate terms and conditions. Such links should not be interpreted as approval by Cobrief of those linked websites and any information or content you may obtain from them. Cobrief has no control over the information and content of those websites or resources.
- 3.4. Cobrief reserves the right to suspend, terminate or restrict your access to and use of the Platform if: (i) Cobrief reasonably believe or suspect that you are in breach of these Terms or any applicable Policies; or (ii) Cobrief suspect or detect any viruses, vulnerabilities or other harmful software connected to your account. Cobrief shall, in no circumstances, be liable to you or any third party for such suspension, termination or restriction.
- 3.5. You acknowledge and agree that, from time to time, Cobrief may need to carry out maintenance on the Platform and generally, maintenance works relating to its equipment and systems. You acknowledge and agree that Cobrief cannot guarantee that the Platform will be continuously available. For the avoidance of doubt, in no circumstances shall Cobrief be liable to you in respect of any interruptions to the availability of the Platform arising from such works under this Clause 3.5.

4. RESTRICTIONS

- 4.1. You shall not, and shall not allow, procure or induce any other person or party to:
 - 4.1.1. reproduce, alter, adapt, modify, arrange, extract, reuse, exploit, translate, recompile, decompile, disassemble, reverse engineer, distribute, co-mingle with any other data, or share any other form of, or create any derivative work from all or part of the Platform;
 - 4.1.2. share, (re)distribute, sell, sublicense, rent, lease, lend, store or otherwise make available (including free of charge), by any means whatsoever, for any purposes (including in read-only, editable or downloadable formats) the Platform or any content found on the

Platform to any person or third party, whether as a service or otherwise, or place such information in any data feed (including RSS), without our prior written consent;

- 4.1.3. post, access, store, distribute, transmit, upload or allow to be uploaded to the Platform any materials that:
 - 4.1.3.1. are corrupt, or contain any virus or vulnerabilities;
 - 4.1.3.2. may impersonate, offend, disparage or otherwise bring into disrepute or cause damage to Cobrief, or any other third party;
 - 4.1.3.3. may cause the Platform or any part of the Platform to be interrupted, damaged or rendered less effective;
 - 4.1.3.4. restrict any other user from enjoying the Platform;
 - 4.1.3.5. are unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive or which is otherwise illegal or which may cause harm to any person or property;
- 4.1.4. remove or obscure any copyright or other proprietary or other notice contained in the Platform;
- 4.1.5. access or use the Platform in any manner intended to circumvent or exceed any account limitations or controls;
- 4.1.6. use the Platform in any manner that violates any applicable laws, or in violation of any third party rights of privacy or Intellectual Property Rights (as defined below);
- 4.1.7. use the Platform or any part of it for any development purposes or to develop any applications, software or other technology that could in any way interact or interfere with the performance of the Platform or any portion thereof, or in general distort or interfere with the integrity or implementation of the Platform and any information it contains;
- 4.1.8. store or use any portion of the Platform or any content on the Platform, and generally access the Platform with a view to creating and/or marketing a product or service similar to the Platform in any way which copies or reproduces any feature, function or graphic attributes of the Platform;
- 4.1.9. carry out and/or disclose the results of tests or performance tests of the Platform without the prior written consent of Cobrief;
- 4.1.10. do, or fail to do, anything which may damage or prevent damage to the reputation of Cobrief or the Platform;
- 4.1.11. use the Platform to record or transmit malicious code and/or unlawful, defamatory or otherwise unlawful material, or generally use the Platform for any illegal purpose or in any manner inconsistent with the provisions of these Terms;

- 4.1.12. share, move, modify, interface, copy, broadcast, reproduce, port or otherwise route the Platform or any portion thereof with or to any other equipment, network or software without Cobrief's prior written consent; or
 - 4.1.13. use the Platform except as expressly permitted in these Terms.
- 4.2. Cobrief reserves the right, at its sole discretion, to modify the Platform without prior notice or liability to you in any way and for any reason at its sole discretion.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Cobrief (or its licensors) owns all Intellectual Property Rights in and to the Platform and, subject to these Terms, grants to you a limited, non-exclusive, revocable, non-transferable and non-sublicensable licence to use the Platform solely for the purposes outlined herein. For the purposes of these Terms, "**Intellectual Property Rights**" means (i) patents, registered trademarks, registered designs, applications and rights to apply for any of those rights; (ii) unregistered trademarks, copyright, topography rights, database rights, moral rights, know-how, rights in designs and inventions, discovery or process, and applications for and rights to apply for any of the foregoing; (iii) trade, business and company names, domain names and email addresses; (iv) rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise); (v) the goodwill attaching to any of the aforementioned rights; and (vi) any forms of protection of a similar nature and having equivalent or similar effect to any of them; in all the above cases, throughout the world, including countries which currently exist or are recognised in the future.
- 5.2. Where you provide Cobrief with or otherwise upload any materials on the Platform (e.g., a file upload), you will indemnify, defend and hold harmless Cobrief from and against all liabilities, costs, expenses, damages and losses (including all reasonable professional costs and expenses) suffered, incurred or paid by Cobrief in connection with any claim brought by a third party against Cobrief that such materials infringe such third party's Intellectual Property Rights.

6. FINANCIAL CONDITIONS

- 6.1. In consideration of the provision of the Platform, you shall pay to Cobrief the applicable fees, as set out www.cobrief.co.uk/pricing and as updated from time to time in Cobrief's sole discretion. Any sum payable under these Terms are exclusive of value added tax ("**VAT**") and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any governmental or other authority, which will be payable by you in addition to the Fees in the manner and at the rate prescribed by law from time to time.
- 6.2. As a user of the Platform, you authorise Cobrief to charge your Authorised Payment Method to access and use the Platform. Where Cobrief fails to charge your Authorised Payment Method (for example, where your Authorised Payment Method has expired or is no longer valid for any reason), Cobrief reserves the right to re-bill your Authorised Payment Method. Where, following such re-billing, Cobrief is unable to successfully bill your Authorised Payment Method, Cobrief reserves the right, at its sole discretion, to suspend or terminate your account on the Platform until payment of all Fees is made in full. For the purposes of these Terms, "**Authorised Payment Method**" means a current and valid payment method accepted by you to be billed by Cobrief for access to and use of the Platform and shall include, without limitation, a credit or debit card.

- 6.3. All payments to be made under these Terms shall be made to Cobrief in full and without any set-off, deduction or withholding, including, without limitation, on account of any counterclaim. All payments will be made in GBP (£) in cleared funds. You acknowledge and accept that no refunds shall be made under these Terms.
- 6.4. You acknowledge and agree that Cobrief reserves the right to increase any Fees, for any reason and at any time, at its sole discretion. Cobrief shall use all reasonable endeavours to provide thirty (30) calendar days' notice of such increase, but time shall not be of the essence for such notification. If you refuse the increase of the Fees pursuant to this Clause 6.4, you will have the right to terminate your subscription by giving notice to Cobrief in writing within thirty (30) days following notice of such increase. In the event that you exercise such a right, your subscription shall continue for its applicable term, after which it shall be cancelled.

7. LIABILITY

- 7.1. Nothing in these Terms limits or excludes either Party's liability (as applicable) for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be limited or excluded by law.
- 7.2. Notwithstanding any other provision of these Terms, in no event shall Cobrief be liable for any indirect, consequential or special loss (whether from breach of contract, tort, (including negligence), breach of statutory duty or otherwise), whether or not such loss was foreseeable or if Cobrief, which would otherwise be liable for such losses, was advised of such possibility.
- 7.3. Subject to Clauses 7.1, 7.2 and 7.4, to the extent permitted by applicable law, Cobrief's total aggregate liability under these Terms (whether in contract, tort (including negligence), or any other legal or equitable theory) will be limited to the total amount of Fees payable by you to Cobrief during the first twelve (12) month period preceding the first event giving rise to such liability.
- 7.4. The Parties expressly agree that: (i) any claims for damages against Cobrief arising in connection with these Terms will be time-barred to twelve (12) months after the event giving rise to the claim; and (ii) unless you notify Cobrief in writing that you intend to make a claim pursuant to this Clause 7, Cobrief shall have no liability with respect to such claim(s). Such notice shall identify, in detail, the event and grounds giving rise to the claim.

8. DATA PROTECTION

The Parties shall comply with all applicable Data Protection Legislation. For the purposes of these Terms, "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation (i) the UK GDPR; (ii) the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; (iv) all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and (v) the guidance and codes of practice issued by the ICO or other relevant regulatory authority and which are applicable to a Party. "**Personal Data**" shall have the meaning ascribed to it under applicable Data Protection Legislation.

9. FORCE MAJEURE

- 9.1. Cobrief shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results form a Force Majeure Event. For the purposes of these Terms, “**Force Majeure Event**” means any event or occurrence not within a Party’s reasonable control, including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, loss of electrical power, loss of telephone, internet or wide area network, as well as other similar infrastructure and/or material shortages

10. FEEDBACK

In the event that you provide Cobrief with any suggestions, ideas, improvements or other feedback regarding any aspect of the Platform (“**Feedback**”), Cobrief shall own all Feedback.

11. USAGE DATA

Cobrief may monitor your activity on the Platform and create and/or use data and metrics regarding your use of the Platform for internal business purposes, including but not limited to analytics, quality assurance, product and service development and/or improvement, the assessment of churn rates and for other business purposes (“**Usage Data**”). Cobrief shall own all Usage Data.

12. COMMERCIAL REFERENCES

Upon accessing and using the Platform, you irrevocably and unconditionally grant to Cobrief a perpetual, worldwide, non-exclusive, royalty-free, transferable and sublicensable licence to use your or your organisation’s (as applicable) name, photograph, logo, voice and/or other likeness and/or other Intellectual Property Rights for the purposes of advertising, marketing and promoting the Platform. Such licence grant in this Clause 12 shall extend to any forms of media, including but not limited to digital and electronic media, print media and social media, both current and subsequently developed, without the necessity for further compensation to you and without the need for additional notice, review or approval by you, to the fullest extent permitted by law. Further, you agree to execute and deliver any documents, including waivers and releases, as may be reasonably requested by Cobrief to confirm or effectuate the rights granted in licence aforementioned.

13. NOTICES

Any notice or communication required or permitted under these Terms shall be sent by email. In the case of Cobrief, such email shall be info@cobrief.co.uk in the case of you, to the email address indicated on your account on the Platform. Such email shall be deemed to have been received by the addressee at the time of receipt.

14. SUB-CONTRACTING

Cobrief may subcontract its obligations hereunder, without prior formality, provided that the appointment of any sub-contractor shall not relieve Cobrief from any obligation or liability under these Terms.

15. ASSIGNMENT

- 15.1. Each Party will only be entitled to assign or transfer these Terms or its rights and obligations under these Terms or deal in any other manner with any of its rights under these Terms if it has obtained the prior written consent of the other Party to do so (such consent not to be unreasonably withheld, conditioned or delayed). Any attempted assignment or transfer in violation of the foregoing will be null and void.
- 15.2. Notwithstanding anything herein to the contrary, Cobrief may assign these Terms to a related entity or any successor to its business or assets to which these Terms relate, whether by merger, sale of assets, sale of stock, reorganisation, or otherwise, subject to written notice given to the you, at which point, Cobrief will be released from its obligations under these Terms. Under no circumstances shall Cobrief be held jointly and severally liable for the performance of these Terms by the assignee.

16. NO WAIVER

A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.

17. NO PARTNERSHIP OR AGENCY

Each Party agrees that it is an independent contractor. Nothing in these Terms and no action taken by the Parties in connection with them will create a partnership or joint venture or relationship of employer and employee between the Parties or, save as expressly provided otherwise in these Terms, give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

18. INVALIDITY

If any Clause(s) of these Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable in whole or in part, the Parties agree that the invalid or unenforceable Clause(s) shall be amended in a manner so as to best accomplish the objectives of the original Clause to the fullest extent allowed by law, and the remaining Clauses will continue in full force and effect.

19. NO THIRD PARTY RIGHTS

Except as expressly provided in these Terms, a person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

20. ENTIRE AGREEMENT

- 20.1. These Terms constitute the entire agreement between the Parties regarding the subject hereof and supersede all prior or contemporaneous agreements, understandings, and communications between the Parties, whether written or oral. In particular, these Terms prevail over any general terms and conditions of purchase of the Customer.

20.2. Each Party acknowledges that, in entering into these Terms and the documents, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms. Each Party agrees that its only liability in respect of those representations and warranties that are set out in these Terms or those documents (whether made innocently or negligently) shall be for breach of contract. Nothing in this Clause 20 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

21. GOVERNING LAW AND JURISDICTION

21.1. 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 exclusively governed by, and construed in accordance with English law, without regard to conflicts of laws principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21.2. The Parties irrevocably consent and submit to the exclusive jurisdiction and venue of the courts of London in all disputes or claims arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).