

PAYRUN.IO LIMITED SERVICE ACCESS TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 In these terms and conditions (the “**Terms**”), unless otherwise defined, capitalised terms shall have the following meanings: “**Active Employees**” means any employee of the Customer (and where applicable, any Client Employee) who is set up for processing through the Service and who is not marked as deactivated in our system; “**Application**” means the application owned by or licensed to you which connects to the Service through the API; “**Authorised Users**” means your employees, agents and independent contractors who are authorised by you to access and use the Service; “**API**” means the application programming interface developed and operated by Payrun through which the Service is made available to the Application; “**Confidential Information**” means any information which is proprietary or confidential in nature but shall not include any information which the recipient can show: (a) was at the time of disclosure or has subsequently become public knowledge other than by breach of this Agreement; (b) is received by the recipient from an independent third party who has a lawful right to disclose the same without restriction; or (c) was already in the recipient’s lawful possession at the date of disclosure without obligation of confidence; “**Client**” means a business or organisation for whom the Customer uses the Service to calculate payroll in respect of Client Employees; “**Client Employee**” means the employees of a Client; “**Customer**”, “**you**”, “**your**”, “**yours**” shall be a reference to the Customer identified in the Order Form; “**Customer Data**” means the data provided by you and/or imported into the Service by you, your Application or your Authorised Users; “**Data Protection Legislation**” means applicable data protection law including the Data Protection Act 1998 and GDPR; “**Fair Usage Policy**” means our policy relating to use of the Service by our customers generally as set out on our website which we may in our discretion amend from time to time; “**Fees**” means the fees payable in respect of the Service including the fees set out in the Order Form, “**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC; “**Service**” means the payroll service we make available for access by your Application through our API, the functionality of which we may change from time to time and which is described on our website at www.payrun.io; “**Support Policy**” means our policy for providing support in relation to the Service as set out on our website which we may in our discretion amend from time to time; and “**Payrun**”, “**we**”, “**us**”, “**our**” and “**ours**” shall refer to Payrun.IO Limited. References to you performing any obligation or being subject to any restriction shall be deemed to include a reference to you procuring your Authorised Users to comply with that obligation or restriction.

2. COMMENCEMENT AND DURATION

- 2.1 Unless we or you end this Agreement in accordance with clause 15, this Agreement shall take effect on the Effective Date (as set out in the Order Form) and shall continue in force for the Initial Term (as defined in the Order Form).
- 2.2 Subject to early termination in accordance with this Agreement, at the end of the Initial Term or any further 12 month period arising under this clause 2.2, this Agreement shall automatically renew for further period(s) of 12 months (each a “**Renewal Term**”).

3. OUR PROVISION OF THE SERVICE

- 3.1 In consideration of your payment of the Fees, we will permit your Application to access the Service through the API during the Initial Term and any Renewal Term as applicable.
- 3.2 We warrant to you that we shall provide the Service using reasonable skill and care.
- 3.3 We warrant to you that the Service shall perform substantially in accordance with the description published on our website except to the extent of any non-conformance caused by your use of the Service contrary to that description or our instructions. If the Service does not substantially conform with that description, we will, at our expense and as your sole remedy for breach of this warranty, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance.
- 3.4 We will use commercially reasonable efforts to make the Service available 99.5% except for: (a) planned maintenance carried out during 18:00 to 06:00 GMT; and (b) unscheduled emergency maintenance. For the purpose of this clause, the Service is available if the information is accessible through the API.
- 3.5 We will provide support in accordance with our Support Policy.
- 3.6 You shall appoint a designated individual from your organisation who will have comprehensive knowledge of your systems to act as the single point of contact for your organisation in relation to support provided under the Support Policy.

4. LICENCE

- 4.1 Subject to the terms of this Agreement we grant you a non-exclusive, non-transferable licence (with no right to sub-licence) during this Agreement:
- (a) for your Authorised Users and your Application to access and use the Service through the API for your internal business use only; and
- (b) for your Application to access and use the Service through our API on behalf of Clients in relation to their Client Employees.

5. YOUR USE OF THE SERVICE

- 5.1 You are only permitted to access and use the Service to process payrolls for Active Employees in the United Kingdom for which you have paid a Per Employee Fee.
- 5.2 You may permit your independent contractors to access and use the Service specifically for the purpose of development of your Application provided that: (i) your independent contractors agree to such access subject to the restrictions and limitations set out in this Agreement; (ii) we accept no liability for use of the Service by your independent contractors; and (ii) you are responsible for the acts and omissions of your independent contractors.
- 5.3 You agree to provide us with such information as we may reasonably require in order for us to make the Service available to you through the API, including but not limited to Customer Data and information relating to your Application. You acknowledge that you are responsible for ensuring the legality, reliability, integrity, accuracy, completeness and quality of the Customer Data which you provide to us.
- 5.4 We may from time to time at our expense monitor and electronically audit your use of the Service to ensure your compliance with this Agreement including but not limited to storage, usage, and the number of Authorised Users and Active Employees. The audit will only relate to information held on our systems and will not involve any inspection of your systems.

- We will conduct the audit in such a manner as not to substantially interfere with your use of the Service.
- 5.5 If our audit reveals that you have underpaid Fees, you agree to pay to us an amount equal to such underpayment promptly following our written request for the same.
- 6. RESTRICTIONS ON YOUR USE OF THE SERVICE**
- 6.1 Except to the extent permitted in clause 4, you shall not: (a) license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make the Service available to any third party except the Authorised Users; (b) use the Service on behalf of a third party; or (c) use the Service for inclusion in any product and/or service which you sell or provide to any third party.
- 6.2 You acknowledge that we may cap the total number of requests which your Application makes to the API during a rolling 30 day period and that we may restrict the scope of queries and reporting where we consider this may impact our other customers, in each case as set out in our Fair Usage Policy.
- 6.3 You shall not: (a) use automated agents, robots, or automated software to repeatedly access the Service in a manner which is likely to exceed the limits set out in our Fair Usage Policy; (b) copy, modify, create derivative works from, frame, mirror, republish or distribute all or any portion of the Service (except to the extent permitted in clause 4); (c) reverse engineer all or any part of the Service; or (d) access all or any part of the Service in order to build a product or service which competes with or performs the same or similar functions as the Service; (e) create a 'wrapper' for the Service by creating an application which re-implements or duplicates all or a material part of the Service (except to the extent permitted in clause 4); (f) pre-fetch, cache or store content from the Service; (g) mask or hide from us the identity of the Application as it connects to the API; (h) access or attempt to access the Service except through the API; (i) do anything to impair the functionality or availability of the Service.
- 6.4 You shall not access, store, distribute, transmit or input any material that: (a) may damage any person's computer systems, computing devices, software or data or which otherwise causes damage or injury to any person or property; (b) may be unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (c) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or facilitates illegal activity; or (d) infringes the third party intellectual property rights or privacy rights.
- 6.5 You shall not permit Clients or Client Employees to have direct access to the API.
- 7. FEES**
- 7.1 In consideration of the provision of the Service, you shall pay the Fees in accordance with this Agreement.
- 7.2 All payments to be made under this Agreement shall be paid within thirty (30) days net from the date of the invoice by BACS or by such other method as we reasonably require.
- 7.3 The Subscription Fee and the Per Employee Fees shall be payable monthly in arrears for each calendar month (or part thereof) during the term of the Agreement and we shall invoice you for such Fees in the month following the month to which these Fees relate.
- 7.4 The Subscription Fee and Per Employee Fees shall not be reduced pro rata if the Service commences or terminates during a calendar month period.
- 7.5 If the number of Active Employees exceeds the limit for your Plan (as set out in the Order Form), you shall automatically be moved to the Plan appropriate for the number of Active Employees.
- 7.6 We may change the Fees applicable to a subsequent Renewal Term provided we give you written notice of the change at least 30 days prior to the start of that Renewal Term.
- 7.7 All amounts and fees referred to in this Agreement are payable in pounds sterling and are exclusive of value added tax which shall be added at the appropriate rate.
- 7.8 Where we agree to provide professional services in respect of work which is outside the scope of the Service, we shall charge for such professional services at our prevailing rates.
- 7.9 If we have not received payment within 14 days after the due date, then provided we have notified you that payment is outstanding and allowed you 5 days to pay the outstanding amounts from the date of our notice, we may without prejudice to our other rights and remedies:
- (a) without liability to you, disable your access to all or part of the Service (or in our discretion limit you to read-only access to the Service) and we shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and
- (b) charge interest on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8. CONFIDENTIAL INFORMATION**
- 8.1 Each party will keep secret and treat in strictest confidence all Confidential Information of the other party obtained in connection with this Agreement. Neither party will, without prior consent of the other, disclose or make any Confidential Information available to any third party, or use the same for its own benefit, other than as contemplated by this Agreement.
- 8.2 You acknowledge that details of the API and the Service (including pricing information and the terms of this Agreement) constitute our Confidential Information. We acknowledge that the Customer Data and details of the Application are Confidential Information belonging to you.
- 8.3 Each party may disclose Confidential Information to those of its personnel and its sub-contractors who need to know the Confidential Information for the purposes of implementing this Agreement provided that that, prior to such disclosure, each of those sub-contractors and members of its personnel are made aware of these confidentiality obligations and agree to adhere to such terms.
- 8.4 You agree that we can disclose the fact that you are a customer in relation to the Service.
- 9. PERSONAL DATA**
- 9.1 You acknowledge that in order for us to provide the Service to you, we must collect certain personal data from you and process that data.
- 9.2 If you provide us with personal data, you and we agree that you shall be the data controller and we shall process such personal data as a data processor as follows: (a) we shall process the Customer Data for the duration of the Agreement solely for the purpose of providing the Services in respect of the Active Employees (whether prospective, active, inactive or deactivated); (b) we will process the personal data only in accordance with this Agreement and any documented instructions reasonably given by you from time to time; (c) each party shall take appropriate technical and organisational measures to ensure that processing will meet the requirements of Data Protection Law and ensure the protection of the rights of the data subject; (d) we shall take all measures which we are required to do under Article 32 of the GDPR; (e) we shall not

- engage another processor without your prior written authorisation provided that you agree to our appointment as processor of Amazon Web Services UK Limited or other reputable UK-based hosting services provider and that you will not unreasonably withhold your consent to our appointment as processor of a reputable UK-based customer support provider for the purpose of investigating customer-specific support issues; (f) we shall not transfer such personal data to a country outside the EEA without your prior documented instructions; (g) we will take appropriate technical and organisational measures to assist you with your obligation to respond to requests for exercising the data subjects rights set out in Chapter III of the GDPR; (h) we will assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR; (i) at your option delete or return to you all the personal data at the end of this Agreement; and (j) we shall make available to you all information necessary to demonstrate compliance with our data processor obligations set out in Article 28 of the GDPR. You shall ensure that you are entitled to transfer the personal data to us and have informed all relevant third party data subjects of the transfer and obtained their explicit consent to our processing of the personal data to provide the Service.
- 9.3 Without limiting the above, each party shall comply with its obligations under Data Protection Legislation.
- 10. SECURITY**
- 10.1 We provide you with cryptographic keys to be incorporated into your Application to enable the Application to securely access the Service through the API. You agree that you shall not transmit the cryptographic key or disclose any other security information which we provide to you to any person who is not an Authorised User.
- 10.2 We may revoke and reissue cryptographic keys to you periodically in accordance with our information security policy.
- 10.3 You must immediately notify us if you know or suspect any unauthorised use of any security information we have provided to you or other breach or compromise of security relating to the API or the Service.
- 11. INTELLECTUAL PROPERTY**
- 11.1 All intellectual property rights (which for the purpose of these Terms means copyright, database rights, patents, trademarks, service marks, design rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom)) to the API and the Service (including any documentation which we may make available in relation to the same) belong to us and where applicable our licensors at all times during the Agreement. All intellectual property rights in the Customer Data belong to you or your Clients (as applicable).
- 11.2 We warrant to you that we have the right to grant you the permission to access and use the Service through the API and that use of the same by Authorised Users in accordance with this Agreement shall not infringe third party Intellectual Property Rights in the United Kingdom.
- 11.3 You warrant to us that in relation to any content you provide to us or submit to the Service (including but not limited to the Customer Data) that you own the intellectual property rights to such content or you have the authority of the owner to provide such content and to grant us and our subcontractors permission to use the same for the purpose of providing the Service and that our authorised use of the same in accordance with this Agreement shall not infringe third party intellectual property rights in the United Kingdom.
- 12. DISCLAIMER**
- 12.1 Our commitments relating to the API and the Service are set out in full at clause 3. Except as expressly stated in these Terms: (a) the Service and API is provided on an “as is” and “as available” basis; (b) all other representations, warranties, terms and conditions (whether oral or written, express or implied) including satisfactory quality, fitness for any particular purpose and availability, are excluded to the maximum extent permitted by law; and (c) we do not give any guarantee in relation to accuracy, completeness, timeliness, availability, security or errors relating to the Service.
- 12.2 You acknowledge that we do not have any information relating to the Application which you wish to connect to the API. You further acknowledge that you are in the best position to assess whether the API and the Service meets your requirements.
- 13. OUR LIABILITY TO YOU**
- 13.1 We will be liable to you without limit to the extent our negligence causes death or personal injury or for fraudulent misrepresentations. The remaining provisions of clause 13 shall be subject to this clause 13.1.
- 13.2 We will not be liable to you for indirect or consequential loss or for the following types of loss irrespective of whether they are a foreseeable consequence of our breach: (i) loss of profit; (ii) loss of business; (iii) loss of revenue; (iv) loss of opportunity; (v) loss of goodwill; (vi) loss of anticipated savings; and (vii) loss of contracts.
- 13.3 Our total liability to you under this Agreement in respect of all claims in any year shall be limited to 125% of the annual Fees for payable by you for that year.
- 13.4 You agree that you shall not make a claim against us for breach of this Agreement unless you have first notified us of the breach, allowed us 30 days from the date of your notice to remedy the breach (provided the breach is capable of remedy) and we have not remedied the breach within such remedial period.
- 13.5 We do not accept any liability to Clients or to Client Employees.
- 13.6 We shall not be liable for any delay or failure in the provision of the Service to you to the extent that such delay or failure is caused by your failure to comply with your obligations under this Agreement.
- 13.7 We shall not be liable for any error, inaccuracy or omission in the output of the Service based on any inaccurate or incomplete information which you or your Clients have provided to us. Without limiting the foregoing, you specifically acknowledge and agree that if you or your Clients have provided incorrect or incomplete data, we shall not be responsible for any incorrect payment or tax assessment.
- 13.8 We shall not be liable to you for any act or omission by us due to events outside of our reasonable control.
- 13.9 No software (including ours) is error-free and it is possible that use of the Service could unintentionally lead to the loss or corruption of your data. You agree that you are able to mitigate this risk by maintaining copies of the files and content that you upload to the Service and performing regular backups of the same. You accept the entire risk in relation to data loss and corruption. We shall not be liable to you for loss or corruption of your data.
- 14. SUSPENDING THE SERVICE**
- 14.1 We may suspend or restrict your use of the Service if we reasonably believe that you are in breach (or are likely to be in breach) of this Agreement (including our Fair Use Policy) while we investigate the suspected breach. Any investigation will be carried out promptly and you agree to cooperate with us in connection with any such investigation.
- 14.2 We can suspend or restrict the Service to carry out necessary planned maintenance services or during any technical failure of

- the Service or where it is necessary to investigate or protect the security of the Service or the data or our systems provided that in each case we will aim to keep all service suspensions to a minimum.
- 14.3 Any suspension of the Service will not affect your obligation to pay the Fees due during any period of suspension.
- 15. ENDING THIS AGREEMENT**
- 15.1 Each party may terminate this Agreement immediately if the other party:
- (a) commits a material breach of this Agreement and where such breach is capable of remedy, has not been remedied within 30 days of the date of notice of the breach; or
 - (b) is unable to pay its debts when the fall due or becomes bankrupt, insolvent or goes into liquidation or enters into a voluntary arrangement or has a receiver or an administrator appointed over any or all of its assets.
- 15.2 You may terminate this Agreement for convenience at the end of the Initial Term or then current Renewal Term by giving us 30 days prior written notice.
- 15.3 We may terminate this Agreement for convenience at any time after the end of the Initial Term by giving you 180 days prior written notice.
- 16. CONSEQUENCES OF EXPIRY OR TERMINATION**
- 16.1 Subject to clause 16.2, when this Agreement comes to an end for any reason:
- (a) Our rights and your rights accruing or accrued prior to termination or expiry shall not be affected;
 - (b) all licenses and permissions under this Agreement shall immediately terminate;
 - (c) you must stop using the Service;
 - (d) you shall immediately pay any amounts which you owe to us at the date of termination (whether or not due at the date of termination);
 - (e) We shall send you a final invoice in respect of any Fees incurred by you prior to termination;
 - (f) if the Agreement ends before the end of the Initial Term or applicable Renewal Term (except where you terminate the Agreement under clause 15.1 or 17.2(b)), you will have to pay us immediately (as one lump sum) the Fees outstanding for the remainder of the Initial Term or then current Renewal Term (as applicable) and shall not be entitled to a refund in respect of Fees paid in advance for the period after termination provided that the Active Employee Fees for the remainder of the Initial Term or then current Renewal Term shall be calculated based on the average monthly Active Employee Fees over the 6 month period preceding termination) prorated over the remaining period;
 - (g) each party shall promptly return to the other party that other party's Confidential Information and any copies thereof, or, at that other party's request and option, destroy them and provide evidence of their destruction to that other party;
 - (h) we shall permit you to retrieve all Customer Data through the API for a period not exceeding thirty (30) days after the effective date of the termination of this Agreement after which period we shall erase such Customer Data in accordance with our obligations under Data Protection Legislation; and
 - (i) the following provisions shall survive any termination of this Agreement: Clauses 1, 5.4, 6, 7, 8, 11, 12, 13, 16, 18 and any other provisions which by their nature are intended to survive such termination or expiry.
- 16.2 If we have agreed with you to provide services to you following termination of this Agreement then the obligations in clause 16.1 shall be subject to our agreement with you regarding those exit services.
- 17. CHANGES**
- 17.1 We can make changes to the Service and/or this Agreement at any time provided that the changes apply to our customers generally.
- 17.2 If we do make changes to the Service or this Agreement which are materially to your detriment:
- (a) We will give you at least 30 days' notice of these changes; and
 - (b) Subject to clause 17.3, you may terminate this Agreement within 30 days of your receipt of our notice under clause 17.2(a) (in which case we will refund to you the proportion of Service Fees paid upfront in respect of the period following termination) provided that if you continue to access and use the Service after such 30 day period then you are deemed to have accepted the changes.
- 17.3 Clause 17.2(b) shall not apply where such changes are necessary for us or the Service we provide to comply with current or prospective legal, regulatory or taxation requirements in the UK.
- 18. GENERAL**
- 18.1 No person which is not a party to this Agreement may enforce any terms of this Agreement.
- 18.2 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 18.3 This Agreement contains the entire agreement between the Parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. You and we acknowledge that neither you nor we have entered this Agreement relying on any non-fraudulent statement which is not expressed in this Agreement.
- 18.4 Except as set out in clause 17, this Agreement may only be varied by a document signed by both parties.
- 18.5 In the event of any conflict or ambiguity between the Order Form and the Terms and Conditions, the Order Form shall prevail.
- 18.6 If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights or the same type of right on a later occasion.
- 18.7 You may not transfer, assign or otherwise dispose of this Agreement to any person.
- 18.8 We may assign this Agreement to a purchaser of all or a substantial part of the business assets of Payrun.io Limited or as part of a bona fide group reorganisation by giving you written notice.
- 18.9 We may appoint sub-contractors to perform some or all of our obligations under this Agreement provided that we shall remain fully liable to you for the acts and omissions of our subcontractors.
- 18.10 All notices shall be given: (a) to us via email at support@payrun.io; or (b) to you at either the postal address set out in the Order Form or to the email address of your designated contact set out in the Order Form. Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or public holiday in the place of receipt) or 3 days after the date of posting.

18.11 This Agreement shall be governed by English law and you and we irrevocably submit to the exclusive jurisdiction of the English courts in relation to any dispute arising from this Agreement.