

Terms and Conditions of Service (last updated July 2021)

1. The Armadillo Group Ltd

1.1. We are The Armadillo Group Limited, incorporated in England and Wales with company number 01436129 of Invision House, Wilbury Way, Hitchin Herts SG4 0TW. These Terms and Conditions of Service apply to services provided by the following Armadillo Group companies:

- Armadillo Business Information Limited
- Armadillo Compliance Limited
- Armadillo Corporate Compliance Limited
- Armadillo Brand Management Limited
- The Armadillo Group Limited

These Terms and Conditions of Service shall apply to all Services except for Services which are provided under a signed Service Agreement between you and the Armadillo Group company responsible for providing such Services. Our website at www.armadillo.co.uk (**the Site**) is operated by The Armadillo Group Limited.

2. Definitions

2.1. In these Terms and Conditions of Service:

“ Company ”	means any company for which you request us to provide Company Services
“ Company Services ”	means company formation, compliance, registered office and other similar ongoing company-related services that we provide
“ Order ”	means an order for Services placed by you
“ Schedules ”	means the schedules and any annexes attached to these Terms and Conditions of Service
“ Services ”	means the services to be supplied by us (which may include Company Services) as set out in an Order
“ we ” or “ us ”	means relevant Armadillo Group company responsible for providing Services to you
“ you ”	means the person or organisation who purchases Services from us

3. Agreement

- 3.1. You may place Orders for Services from time to time. By placing an Order, you acknowledge and accept that these Terms and Conditions of Service (including the Schedules to the extent applicable) shall apply to the Order to the exclusion of any other terms that you may seek to include or that may otherwise be implied.
- 3.2. An Order will only be deemed to be accepted by us when we either issue written confirmation of your Order or commence provision of the Services at which point a contract shall come into existence subject to these Terms and Conditions of Service (the “**Agreement**”). We may choose to reject any Order without providing a reason.
- 3.3. The Services that are available are as set out or referred to on the Site from time to time. For Services accessed through our Site, our Website Terms and Conditions additionally apply to your use of such Services.
- 3.4. We reserve the right to make changes to the Services from time to time and will endeavour to give all existing customers prior notice of any planned changes.

4. Agreement Period

- 4.1. Where your Order includes Services to be provided on an ongoing basis, the Agreement shall commence on the date we confirm acceptance of your Order and shall continue for the term set out in

your Order unless terminated sooner under clause 9.

- 4.2. For annually renewable Services, this Agreement will automatically renew for a further 12 months after the termination date unless notice by either party is given 60 days prior to the termination date.
- 4.3. Any use of a Service by you after the effective date of a properly delivered notice of termination from you will result in the notice being deemed to have been withdrawn and the Agreement for the Services shall be deemed to have renewed.

5. Charges and Payment

- 5.1. You shall pay for the Services at the rates published by us from time to time. We may invoice for any annual charges in advance and all other charges at any time after the relevant Service has been provided. We may also require payment of charges in advance for Services that are available to order via our Site.
- 5.2. Every effort is made to ensure that the prices are correct however we reserve the right to update the prices on the Site and to update, amend, or withdraw the products and services that we offer without prior notice. We shall not be liable to anyone for withdrawing or amending any of the products or services we sell, or for refusing or failing to process an Order.
- 5.3. Payment shall become due 14 days after the date of invoice. Any late payment shall attract interest at 5% above Barclays Bank's base rate from time to time calculated on a daily basis from the date the money is due until payment is made. Notwithstanding any other remedy available to us, we shall have the right to terminate the Services (including your access to any database available under the Services) in the event of you failing to make payment of any charge by the due date.
- 5.4. In the case of credit card accounts, you will need to contact us to arrange for all charges that are due to be paid. In the case of direct debit accounts, all charges due will be invoiced and payment will be taken in accordance with the direct debit guarantee.
- 5.5. All prices quoted by us are quoted exclusive of VAT, which shall be added to your invoice at the rate in force at the date of invoice.

6. Your Obligations and Conduct

- 6.1. We shall allocate to you an identification number personal to you and you undertake to keep it safe. In the case of multiple users, this may be individual identification numbers.
- 6.2. All Services used through that identification number(s) whether authorised by you or not shall be your responsibility.
- 6.3. You shall immediately notify us in writing if you suspect that any unauthorised use is being made of any identification number and we shall, if we consider it necessary, arrange for the cancellation of such identification number and the allocation of a replacement number to you.
- 6.4. We reserve the right at any time to revoke your identification number and, where we deem appropriate, allocate a replacement.
- 6.5. You shall not use the Services (or any deliverables in connection with the same) in any way that breaches any laws or regulations that might apply (whether in the UK or elsewhere) or in any way that is criminal, illegal, unlawful or fraudulent, or that has any criminal, illegal, unlawful or fraudulent purpose or effect.
- 6.6. To the extent that the Services include Company Services, you acknowledge that it is your responsibility to provide all the information referred to and comply with the requirements set out in the Schedules, otherwise we will not be able to provide the Company Services.
- 6.7. We reserve the right at our sole discretion to suspend your account or to decline to provide the Services to any user that is in breach of any term of this Agreement.

7. Our Obligations and Conduct

- 7.1. We shall provide the Services using reasonable care, skill and diligence and within any agreed timescales (but time shall not be of the essence).
- 7.2. Our employees, contractors or agents may from time to time use the Services on behalf of you or assist you for the purpose only of demonstrating the Services to you.
- 7.3. Subject to clause 8.1, no responsibility for any loss occasioned to any person, firm or company as a direct or indirect result of the use of information so obtained is accepted by us.

8. Limitation of Liability

- 8.1. Nothing in this Agreement will exclude or limit either party's liability: (i) for death or personal injury caused by such party's negligence or the negligence of such party's employees, agents or sub-contractors; (ii) for fraud or fraudulent misrepresentation; or (iii) for any other liability that cannot be excluded or limited by applicable law.
- 8.2. You shall take sole responsibility for your use of the Services and (subject to clause 8.1) we shall

assume no liability for any loss suffered by you which either wholly or partly results from your failure to take due care in the use of the Services.

- 8.3. Where the Services include Company Services, the additional terms and limitations on liability set out in the Schedules shall apply. You also acknowledge and agree that we shall have no liability for any loss suffered by you which either wholly or partly results from your failure to obtain consents or to provide information that we require as set out or referred to in the Schedules or as otherwise notified by us to you in writing.
- 8.4. If any credit ratings are provided to you under the Services by us, these are honest expressions of opinion for your sole use, however, you acknowledge that such opinions are based on information from third parties and we cannot guarantee their accuracy and it is possible that such information may contain errors or omissions. Except as set out in this Agreement, we make no representations, warranties or guarantees relating to the accuracy or fitness for purpose of the information being provided, and any implied warranties are excluded to the maximum extent permitted by law.
- 8.5. Where direct loss is caused to you which arises solely as a result of the negligent acts or omissions of us or our employees in the provision of the Services ("**Loss**"), we accept liability under these conditions (subject always to clause 8.7) for such direct loss provided you give us written notice of the Loss within 1 month of becoming aware of the circumstances giving rise to the Loss or, if earlier, 1 month from the time you ought reasonably to have become aware of such Loss. Otherwise, we accept no responsibility whatsoever for the accuracy, completeness or content of our Services.
- 8.6. Subject to clause 8.1, we accept no liability for any cost, loss, damage, loss of profit or business of any other consequential or special loss, whether direct or indirect suffered by you as a result of your use of the Services or by reason of any failure or of defects in the Services.
- 8.7. Subject to clause 8.1, our total liability under this Agreement howsoever arising shall not exceed 100% of the total fees paid and payable by you in the year in which the liability accrued.

9. Our Proprietary Rights

- 9.1. The information, intellectual property rights (including copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection now or in the future in any part of the world) and data contained in the Services including any databases or documents (collectively the "**Our Materials**") is our property and we reserve all rights in such material.
- 9.2. Unless expressly stated in this Agreement, nothing shall confer on you or your employees, contractors or agents any licences or ownership of rights in the Services or Our Materials save a licence to use the Services or Our Materials in accordance with this Agreement.
- 9.3. You may only reproduce, re-transmit or otherwise copy any of the information and data contained in the Services and any databases or documents or as may be otherwise available under the Services subject to you making suitable acknowledgement that the source of the said information or data is the Services.
- 9.4. You may not resell any of Our Materials or any Services without our prior written consent and such rights to Our Materials remain with us.

10. Force Majeure

- 10.1. We will not be liable for failure to perform our obligations if the failure results from an act of God, epidemic or pandemic, refusal of license, act of government or other authority or statutory undertaking, war, flood, civil commotion, fire, explosion, accident, power failure, equipment failure including failure in information technology or telecommunications services, failure of a third party (including failure to supply data), industrial dispute, inability to obtain materials or anything beyond our reasonable control.

11. Termination

- 11.1. Without prejudice to any other remedies to which we are entitled, we may terminate this Agreement with immediate effect on giving written notice to you at any time after the happening of any one of the following events:
 - (a) if any payment due to us under any Order remains unpaid for a period of 30 days after becoming due; or
 - (b) if you are the subject of a bankruptcy petition, application or order or becomes insolvent or goes into liquidation (whether voluntary or compulsory) except for the purpose of solvent reconstruction, or if a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of your assets, or if you make an assignment for the benefit of your creditors generally or threaten to do any of these things or any similar event occurs in any other jurisdiction.
- 11.2. Without prejudice to any other remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach

of any term of this Agreement and (i) such breach is irremediable, or (ii) (if such breach is remediable) it has failed to remedy such breach within a period of 14 days after being notified in writing to do so.

11.3. Remedy of breach under clause 9.2 shall not be available to you if you have previously received notice of a breach of the same condition by us and no remedy had occurred.

11.4. If in any event we decide to terminate this Agreement under the provisions of this clause 9, such termination shall not affect our rights to recover any money due at the time of such termination or to recover damages for any breach of this Agreement before such termination.

12. Transfer and Assignment

12.1. You acknowledge that the Services are supplied solely for your internal business use.

12.2. You may not transfer or assign your rights and obligations under this Agreement without our prior written consent.

12.3. We may at any time transfer or assign our obligations and rights under this Agreement to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under this Agreement will not be affected and our obligations under this Agreement will be transferred to the third party who will remain bound by them.

13. Data Protection

13.1. Each party undertakes that in performing its obligations under this Agreement it shall (and shall procure that any relevant sub-processors shall) comply with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 as retained under UK law (UK GDPR) and all implementation, replacement and modifying legislation and regulations relating to data protection from time to time in force in the UK ("**Data Protection Legislation**") relating to the processing of personal data.

13.2. We will at all at times process personal data in accordance with our Privacy Policy and Schedule 1 of this Agreement. You acknowledge that you have read and accepted the information set out in Schedule 1 about how we use personal data to provide Services to you.

13.3. You shall only use the Armadillo Online Personal ID check database for the purpose of assisting in the prevention of money laundering in accordance with the Money Laundering Regulations 2017 and Know Your Customer (KYC) Rules for professional bodies or the Financial Services Authority, statutory bodies or Acts of Parliament and the prevention of fraud and fraud protection and anti-terrorism regulations that may from time to time come into force.

13.4. Before using the Armadillo Online Personal ID check database to obtain information about a natural person, you must first obtain the consent of that person and, where the use of any of the Services relates to a consumer credit application or agreement or vetting, comply with the notification requirements of the Data Protection Legislation and, in particular, notify such person in writing that: (a) the information which the person gives to you may be disclosed to a credit reference agency, which may keep a record of that information; and (b) that that information, and the fact that a credit search was made, may be disclosed to its other suppliers for the purposes of assessing the risk of giving credit, to prevent fraud and to trace debtors.

13.5. You shall, on request, give us a copy, or transcript, of any notification that you use or make in accordance with clause 13.4.

13.6. To the extent that you are able to do so, you grant us a perpetual, royalty free right to keep a record of the information referred to above in clauses 13.4 and 13.5.

13.7. Where you provide personal data for us to use to perform Services (whether on behalf of yourself or on behalf of a client), you warrant that:

- (a) all such personal data is accurate;
- (b) you are entitled to provide the personal data to us; and
- (c) you have obtained all necessary consents (including from your client and any third party where necessary) to provide such personal data to us and for us to use it in the performance of the Services (including to share personal data with third parties such as Registries and other regulated providers worldwide in order to perform the Services).

13.8. You undertake to indemnify and keep us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees and any regulatory losses or fines) incurred by, awarded against or agreed to be paid by us arising from any breach of your obligations under clause 13.7 above.

13.9. You shall allow us, on reasonable notice and within normal business hours and not more than once in each quarter, to audit your compliance with the provisions of this clause 13.

14. Entire Agreement

14.1. This Agreement constitutes the entire agreement between the parties in respect of the Services and no representation, statement, warranty or condition not expressly contained in this

Agreement or incorporated herein by reference shall be binding upon us as a warranty or otherwise. In particular, you warrant and represent that in entering into these terms you have not relied upon any statement of fact or opinion made by us or our officers, servants or agents which has not been included expressly in this Agreement.

15. Compliance with Laws

- 15.1. Each party warrants to the other that they have obtained all necessary licences and registrations under the Consumer Credit Act 1974 and the Data Protection Legislation (or any subsequent enactments thereof) and any other applicable laws, regulations or codes and shall comply strictly with the requirements of such legislation.
- 15.2. Each party shall install adequate security measures in the light of the sensitive nature of the service and information provided and shall maintain such security measures in good working order.
- 15.3. You will immediately provide to us any information we may reasonably request in order for us to determine whether your use of the Services (and your possession of any deliverables in connection with the same) is in compliance with all necessary laws, regulations and codes which may from time to time come into force.

16. Severance

- 16.1. If any provision of this Agreement is or becomes invalid or unenforceable it will be severed from the rest of this Agreement so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Agreement shall be rendered invalid, unenforceable or be otherwise affected.

17. Indemnities

- 17.1. You agree to indemnify, defend and hold us, our parents, subsidiaries, affiliates, officers and employees harmless from any loss, cost, damage, claim or demand, including reasonable legal fees, made by any third party, or incurred or suffered by us or our parents, subsidiaries, affiliates, officers or employees in connection with your use of the Services and any information obtained through them in breach of this Agreement.
- 17.2. Where the Services include Company Services, you will fully indemnify us and any third-party service provider engaged by us as part of the Company Services against any expenses, costs, claims, damages or penalties incurred by us or the service provider in connection with this Agreement howsoever occasioned including through defamation, suing or being sued as a result of any breach of this Agreement whatsoever and howsoever committed by you or any third parties acting on your behalf.

18. Confidentiality

- 18.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party except as permitted by clause 18.2.
- 18.2. Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 18; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 18.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

19. Third party rights

- 19.1. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20. Variation

- 20.1. This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of us and you provided that we may revise these Terms and Conditions of Service in response to changes in relevant laws and other regulatory requirements.

21. Announcements

- 21.1. Neither party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

22. Waiver

- 22.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. Anti-Bribery, Modern Slavery and Criminal Finances

- 23.1. In performing its obligations under this Agreement, each party shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;
 - (e) promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.
- 23.2. In performing its obligations under this Agreement, each party shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
 - (b) not engage any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in the UK; and
 - (c) promptly report to the other any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 23.3. We shall ensure that any person associated with us who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on us in this clause 23 ("**Relevant Terms**"). We shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to you for any breach by such persons of any of the Relevant Terms.
- 23.4. Neither you or us will engage in any activity, practice or conduct which would constitute either:
- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- and each party shall promptly report to the other party any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement.
- 23.5. Breach of this clause 23 shall be deemed a material breach of this Agreement.

24. Governing Law and Jurisdiction

- 24.1. This Agreement is governed by the law of England and Wales and 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 this agreement or its subject matter or formation (including non-contractual disputes or claims).