

Terms of Sale

Hoxton Analytics Limited
Last Updated: 27th February 2025



1. Definitions

- 1.1 "Customer Data" has the meaning given to it in clause 11.4.
- 1.2 "Firmware" means software and firmware running on the Hoxton Hardware and/or SaySo Hardware.
- 1.3 "Hoxton Hardware" means any hardware ordered by Customer from Hoxton hereunder relating to Hoxton Convert or Hoxton Capacity (including cameras, sensors and gateway devices).
- 1.4 "SaySo Hardware" means any hardware ordered by Customer from Hoxton hereunder relating to Hoxton SaySo (including kiosks, terminals and related devices).
- 1.5 "Hoxton Subscriptions" means those subscriptions to Hoxton services ordered by Customer from Hoxton hereunder.
- 1.6 "Hoxton Products" means, collectively, the Hoxton Hardware, SaySo Hardware and the Hoxton Subscriptions.
- 1.7 "Subscription Term" means the term of Customer's Hoxton Subscription purchased from Hoxton hereunder or purchased through a Hoxton reseller.

2. Application of these Terms of Sale

- 2.1 These terms and conditions ("**Terms of Sale**") apply to ordering and purchase of Hoxton Subscriptions and Hoxton Hardware by customers ("**Customers**").
- 2.2 Unless otherwise agreed in writing, these Terms of Sale are the only terms and conditions upon which Hoxton are prepared to deal with Customers. Any other terms that Customers may seek to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing are excluded.

Please read these Terms of Sale and the Data & Privacy Statement carefully before placing an order. Customers should pay particular attention to the "Liability" section as this excludes or limits Hoxton's legal liability in connection with Customers' receipt and use of Hoxton Products. By using any Hoxton Products, the Customer agrees to be bound by these Terms of Sale and acknowledges that they will apply to any order the Customer makes.

3. Information about Hoxton

Hoxton Analytics Limited is a limited liability company (company number 08925312) registered in England and Wales whose registered address is Flat 7 2 Cremer Street, Hoxton, London, E2 8HF ("**Hoxton**"). Hoxton's VAT number is GB208882976. If the Customer has any questions about Hoxton, the Hoxton Subscriptions or these Terms of Sale, please contact Hoxton at info@hoxtonanalytics.com.

4. Hoxton Products

- 4.1 Hoxton Products are intended solely for commercial use by businesses. By purchasing any

Hoxton Products, the Customer represents and warrants that it is buying the Hoxton Products for business use and that the person agreeing to these Terms of Sale has authority and is authorised to bind the Customer when dealing with Hoxton and purchasing Hoxton Products. The Hoxton Hardware is sold to Customers solely for use by Customers in connection with Hoxton Subscriptions.

- 4.2 The Hoxton Subscription is sold on an annual or other specified period (a “**Subscription Term**”), with a minimum initial Subscription Term of 3 years (“**Initial Subscription Term**”). Each Subscription Term starts on the Subscription Commencement Date and continues until terminated in accordance with these Terms of Sale. The Subscription Term will automatically renew for successive periods of one year or such other period as specified when the Customer places an order or otherwise notified by Hoxton to the Customer (“**Renewal Term**”), unless the Customer gives notice to terminate the Hoxton Subscription at least thirty (30) business days prior to expiry of the Initial Subscription Term or then-current Renewal Term (as appropriate).

5. Placing an order and its acceptance

- 5.1 Each order the Customer submits with Hoxton (whether through the website or sales team) constitutes an offer to purchase the Hoxton Products set out in the order in accordance with and subject to these Terms of Sale.
- 5.2 The Customer’s order is not binding on Hoxton unless and until Hoxton accepts the offer. Hoxton reserves the right to cancel any order previously accepted if Hoxton determines that the Customer is in default, the Customer is in a location where Hoxton cannot provide Hoxton Products, or otherwise. If Hoxton is unable to supply the Hoxton Products the Customer has requested for any reason, Hoxton will inform the Customer by email and the Customer’s order will not be processed. If the Customer has already paid for the Hoxton Products, Hoxton will refund to the Customer the full amount including any delivery costs charged as soon as possible, but in any event within 14 days.

6. Delivery

- 6.1 If Hoxton accepts an order, Hoxton will use commercially reasonable efforts to fulfil such order promptly upon acceptance by Hoxton. Hoxton retains the right to fulfil orders in part, based upon a mutually approved schedule. Any Customer requests for partial fulfilment are subject to approval by Hoxton. Unless otherwise agreed between the parties, if Hoxton is unable to fulfil an order within 30 days of the agreed delivery date, Hoxton will refund to the Customer the full amount relating to the delayed orders including any delivery costs charged as soon as possible, but in any event within 14 days.
- 6.2 Shipment Terms. All Hoxton Hardware and SaySo Hardware delivered pursuant to these Terms of Sale will be suitably packed for shipment in Hoxton’s standard shipping cartons, marked for shipment, and delivered to the Customer at the address stated on the order, at which time title and risk of loss will pass to the Customer, provided that if Hoxton has not received payment in full for the Hoxton Products ordered by the Customer and all packaging and delivery charges prior to delivery, title shall pass to the Customer once Hoxton has received payment in full in cleared funds. Hoxton will select the carrier, unless the carrier chosen by Hoxton will not fulfil the delivery, in which case the Customer’s choice of substitute carrier is subject to Hoxton approval.
- 6.3 Hoxton will contact the Customer with an estimated delivery date for the Hoxton Hardware and/or SaySo Hardware.

- 6.4 To the extent permitted by law, dates quoted for delivery are approximate only. Hoxton will send another email when the Hoxton Hardware and/or SaySo Hardware has been dispatched (“**Dispatch Confirmation**”).
- 6.5 If the Customer orders Hoxton Hardware and/or SaySo Hardware for delivery to a country outside of the United Kingdom and the European Economic Area, the order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Hoxton does not control these charges, and it is the Customer’s responsibility to check that the Hoxton Hardware and/or SaySo Hardware complies with all government import regulations, and that there are no local requirements or restrictions which may affect receipt of the order. The Customer shall be responsible for any customs requirements or restrictions and any charges due.
- 6.6 If the Customer fails to take delivery of the Hoxton Hardware and/or SaySo Hardware on the date delivery has been scheduled, Hoxton may reschedule delivery and charge the Customer for the additional costs of delivery.
- 6.7 Notwithstanding the manufacturing warranties in clause 12 below, the Customer is solely responsible for installing and maintaining the Hoxton Hardware and/or SaySo Hardware in accordance with its specifications.
7. Prices and Fees
- 7.1 The Customer shall pay Hoxton for the Hoxton Products as set forth on the Specification of Fees. All fees for the Hoxton Products are exclusive of applicable sales tax (including VAT), for which the Customer shall be responsible. Sales tax will be applied and will be shown on the Customer’s invoice at the current applicable rate.
- 7.2 The Customer may upgrade, downgrade or cancel the selected Hoxton Subscription at any time. Any downgrades or cancellations will take effect only at the end of the Initial Subscription Term or then-current Renewal Term and must be made at least 30 business days prior to the next Renewal Term (if any) to avoid billing of the next Renewal Term’s fees. The Customer will not receive a refund or credit for the remainder of the Subscription Term in the event of any downgrade or cancellation during a Subscription Term. Hoxton Subscription upgrades will take effect immediately and the Customer will be charged a prorated fee for the remainder of the then-current Subscription Term based on the difference in price between the current subscription tier and the upgraded subscription tier.
- 7.3 During the Subscription Term, the Customer may request SaySo Hardware and Hoxton may supply such hardware subject to availability. Any such SaySo Hardware shall be charged at Hoxton’s then-current list price (or such other price as the parties may agree in writing), plus VAT. Hoxton shall invoice for such hardware upon despatch and the Customer shall pay such invoice within 7 days. The supply of additional hardware shall not change or extend the Subscription Term unless expressly agreed in writing.
- 7.4 Hoxton makes all reasonable efforts to ensure the accuracy of the listed price of the Hoxton Subscriptions, Hoxton Hardware and SaySo Hardware on price lists and/or the Hoxton website.
- 7.5 Hoxton reserves the right to increase the price of a Subscription by inflation (a maximum of UK CPI) each year during the Subscription Term or Renewal Term. Hoxton reserves the right to change the price of the Hoxton Subscriptions, the Hoxton Hardware and the SaySo Hardware by more than inflation when a new Subscription Term or Renewal Term is entered into. If Hoxton does change the price when a new Subscription Term being entered into, Hoxton will

provide notice of the change by email to the Customer, at least 45 days before the change is to take effect. The Customer's continued use of the Hoxton Subscriptions after the price change becomes effective constitutes the Customer's agreement to pay the changed amount.

8. Payment Method

- 8.1 Hoxton may, from time to time, offer various payment methods, including without limitation payment by direct invoicing, by credit card, by debit card or by 3rd party payment providers (e.g. PayPal). The Customer authorises Hoxton to charge the Customer for Hoxton Products through the payment method selected by the Customer when purchasing the Hoxton Products (the "**Payment Method**") and the Customer agrees to make payment using such Payment Method(s). Hoxton may, from time to time, receive and use updated payment method information provided by the Customer or that financial institutions or payment processors may provide to Hoxton to update information related to the Payment Method(s), such as updated expiration dates or account numbers. Some Payment Methods may involve agreements between the Customer and third-party payment providers including the financial institutions, credit card issuers or other service providers of the chosen Payment Methods (the "**Payment Method Provider**"). If the Customer chooses to pay by any of these methods, the Customer's payment will be processed by the relevant Payment Method Provider and their terms of use will apply. If Hoxton does not receive payment from the Payment Method Provider, the Customer agrees to directly pay all amounts due upon demand from Hoxton. The Customer's non-termination or continued use of the Hoxton Services following expiry of the Initial Term or any Renewal Term reaffirms that Hoxton is authorised to charge the Payment Method for the next Renewal Term.
- 8.2 **Current Information Required.** The Customer agrees to provide current, complete and accurate billing information and agrees to promptly update all such information (such as changes in billing address, credit card number or credit card expiration date) as necessary for the processing of all payments that are due to Hoxton. The Customer agrees to promptly notify Hoxton if the selected Payment Method is cancelled (for example, due to loss or theft) or if the Customer becomes aware of a potential breach of security related to any Payment Method. If the Customer fails to provide any of the foregoing information, the Customer acknowledges that its current Payment Method may continue to be charged for Hoxton Products and it remains responsible for all such charges.
- 8.3 **Payment Matters.** If the Payment Method fails or the Customer's account is past due, Hoxton reserves the right to withhold shipment of Hoxton Hardware and to either suspend or terminate the Customer's use of the Hoxton Subscriptions. The Customer agrees to submit any disputes regarding any charge to its account in writing to Hoxton within 60 days of such charge, otherwise such dispute will be waived, and such charge will be final and not subject to challenge. The Customer agrees to reimburse Hoxton for all collection costs. Hoxton reserves the right to charge the Customer interest at a rate of 1.5% per month on any overdue amounts, or the maximum rate permitted by applicable law, whichever is lower. All fees and charges are non-refundable and there are no refunds or credits for shipped Hoxton Hardware or any partially used Subscription Terms except (a) as expressly set forth in these Terms of Sale or a separate written agreement between Hoxton and the Customer; (b) as otherwise required by applicable law; or (c) at Hoxton's sole and absolute discretion.

9. Hoxton Subscriptions and Licences

- 9.1 Subject to these Terms of Sale, Hoxton grants to the Customer a non-exclusive, non-

transferable, non-sublicensable, revocable and limited right and licence solely during the Subscription Term to access and use the Hoxton services and the Hoxton dashboard included in the Customer's Hoxton Subscription(s) solely in connection with the Customer's internal business operations and to use the Firmware for the sole purpose of using the Hoxton Hardware and/or the SaySo Hardware, in each case in accordance with these Terms of Sale and any specifications or instructions provided with the Hoxton Products or notified to the Customer by Hoxton.

- 9.2 Hoxton may modify or update the Hoxton services forming part of the Customer's Hoxton Subscription(s) without notice to the Customer, provided that such modifications or updates shall not materially adversely affect the functionality or operation of the relevant Hoxton services or incur any additional financial obligation or other detriment.
- 9.3 Service Level Agreement. Hoxton will use commercially reasonable efforts to provide Customer with the services during the Subscription Term and in accordance with the service levels set forth in the Hoxton Service Level Agreement as updated from time to time.
- 9.4 Support Policy. Hoxton will use commercially reasonable efforts to provide Customer with the services during the Subscription Term and in accordance with the support levels set forth in the Hoxton Support Policy as updated from time to time.

10. Termination

- 10.1 Hoxton may terminate or suspend the Customer's Hoxton Subscriptions if the Customer fails to perform any of its obligations under these Terms of Sale, breaches any applicable laws, or misuses the Hoxton services forming part of the Customer's Hoxton Subscriptions, or Hoxton Hardware or Firmware, or if Hoxton reasonably believes that the Customer has done, or is likely, to do any of the foregoing.
- 10.2 Hoxton and the Customer may terminate a Hoxton Subscription for convenience on no less than 30 business days prior written notice, to expire at the end of the Initial Subscription Term or then-current Renewal Term (as applicable).
- 10.3 No Liability for Termination. Except as expressly required by law, if either party terminates a Hoxton Subscription or these Terms of Sale in accordance with any of the provisions of these Terms of Sale, neither party will be liable to the other because of such termination for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases, or commitments in connection with the business or goodwill of Hoxton or Customer. Termination will not, however, relieve either party of obligations incurred prior to the effective date of the termination.
- 10.4 Termination or suspension of a Customer's Hoxton Subscription by the Customer will not relieve the Customer of the obligation to pay any amounts that are due to Hoxton under these Terms of Sale. Termination due to breach by Hoxton will result in a pro-rata refund of the services calculated based on the services not yet rendered.

11. Intellectual Property

- 11.1 Hoxton and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Hoxton Products and all documentation and specifications provided to the Customer. The Customer will not act to jeopardise, limit, or interfere in any manner with Hoxton's ownership of any rights with respect to the Hoxton Products. The Customer will have

only those rights in or to the Hoxton Products and documentation and specifications granted to it pursuant to these Terms of Sale.

- 11.2 Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, the Customer must not, and must not directly or indirectly permit or authorise any third party (including without limitation Customer's employees and contractors) to: (a) reproduce, copy, modify, translate, enhance, decompile, disassemble, reverse engineer, or create a derivative work of, re-program, analyse, assemble or otherwise attempt to discover the source code, sell, assign, sublicense, or otherwise transfer any right in, the Hoxton Products (in whole or in part), or any underlying ideas or algorithms of any portion of any Hoxton Products; (b) remove software from equipment on which it is preloaded; (c) modify or attempt to service or repair the Hoxton Hardware or use the Hoxton Hardware for any purpose other than in connection with Hoxton Subscriptions; (d) use any Hoxton Products or any information contained therein or otherwise provided by Hoxton or its licensors for the purpose of developing, or having developed, any products or services competitive with the Hoxton Products; (e) circumvent or disable any technological features or measures in the Hoxton Products, including security features; or (f) otherwise use the Hoxton Products in a manner inconsistent with these Terms of Sale or applicable law. Customer shall take reasonable measures to prevent the Hoxton Products from being stolen or accessed without authorisation and to prevent third parties from carrying out the restricted activities specified in this clause 11.2. Any rights not expressly granted herein are reserved by Hoxton.
- 11.3 The Hoxton name and logos are Hoxton's trademarks and service marks (collectively the "**Hoxton Trademarks**"). Other product and service names and logos used and displayed via the Hoxton Products may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Hoxton. Nothing in these Terms of Sale should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Hoxton Trademarks displayed on the Hoxton Products, without Hoxton's prior written permission in each instance. All goodwill generated from the use of Hoxton Trademarks will inure to Hoxton's exclusive benefit.
- 11.4 The Customer will own all right, title, and interest in and to any data collected by Hoxton Hardware and used by the Customer, including any such data processed in connection with Hoxton Subscriptions ("**Customer Data**"). The Customer hereby grants to Hoxton a non-exclusive, worldwide, royalty-free, fully paid right and licence to the Customer Data for the Subscription Term of any Hoxton Subscriptions to the extent necessary for Hoxton to provide the services in connection with the Hoxton Subscriptions. The Customer hereby grants to Hoxton a non-exclusive, worldwide, perpetual, royalty-free, fully paid right and licence to the Customer Data (i) for Hoxton's internal use only for research and development purposes and to improve Hoxton's products and services, and (ii) in aggregate, anonymized format, so long as Hoxton does not disclose the Customer as the source of the data.
- 11.5 The Hoxton Products include third-party code licensed to Hoxton for use and redistribution under open-source licences ("**Third Party Software**"). The terms of certain open-source licences may be applicable to Customer's use of the Hoxton Products, as set forth in the applicable open-source licence. A list of disclosures and disclaimers in connection with Hoxton's incorporation of certain open-source licensed software into the Hoxton Products is provided upon request.

12. Manufacturing Warranty

- 12.1 **Warranty.** Hoxton warrants that the Hoxton Hardware shall be and shall remain free from defects in design, material and workmanship for a period ending three (3) years from the date of shipment if the Customer maintains an active subscription to the Hoxton Subscriptions during this period (the "Warranty Period"). If Customer's subscription to the Hoxton Subscriptions terminates earlier, then the Warranty Period will also terminate as of the same date. This warranty does not cover defects or malfunction caused by neglect, misuse, abuse, vandalism or accident; installation or use in an improper environment; or failure to follow installation, maintenance or operating instructions. Also, this warranty will not apply to damage caused by unauthorized alteration, modification or repair of the Hoxton Hardware. This warranty applies only to the original purchaser and is non-transferable.
- 12.2 **Warranty Remedies.** If during the Warranty Period any Hoxton Hardware fails, is non-operational, or is otherwise found faulty due to a breach of this warranty, the Customer may submit a request to Hoxton for replacement Hoxton Hardware, which must be received before the end of the Warranty Period. Hoxton will evaluate any such request, and if Hoxton determines in its sole discretion that the Hoxton Hardware is faulty due to a breach of this warranty, Hoxton will replace the Hoxton Hardware. The Customer will return any faulty Hoxton Hardware to Hoxton upon Hoxton's request, but in no event later than 30 days after receipt of replacement Hoxton Hardware. To the extent permitted by law, replacement of the Hoxton Hardware is the Customer's sole remedy, and Hoxton's sole liability, for any breach of this warranty.

13. Warranties

- 13.1 The Hoxton Subscriptions are provided on an "as is" and "as available" basis without any representation or endorsement made and Hoxton make no warranties of any kind, whether express or implied in relation to the Hoxton services, or any transaction that may be conducted on or through the Hoxton website, including but not limited to implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.
- 13.2 Subject to clause 13.3, to the fullest extent permitted by law, the Hoxton Subscriptions and Firmware are provided "as is" without warranty of any kind, whether express, implied by statute, common law or the law of equity. Hoxton explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement and any warranties arising out of course of dealing or usage or trade. Hoxton makes no warranty that the Hoxton Products or Firmware will meet the Customer's requirements or be available on an uninterrupted, secure or error-free basis. Hoxton also makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any content. Hoxton exercises no control over and expressly disclaims any liability arising out of or based on Customer's use of the Hoxton Products (including the Firmware).
- 13.3 Hoxton Products are not designed, or intended for use in any medical, lifesaving or life sustaining systems, or for any other mission critical application in which the failure of the Hoxton Products could create a situation where substantial property damage or personal injury or death may occur. Hoxton recommends against, and disclaims any liability for, use of the Hoxton Products in any such manner.

14. Confidential Information

- 14.1 Each party ("**Recipient**") may, during the course of its provision and use of the Hoxton

Subscriptions and Hoxton Hardware hereunder, receive, have access to, and acquire knowledge from discussions with the other party (“**Discloser**”) which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations (“**Confidential Information**”).

- 14.2 Information shall not constitute Confidential Information if it: (a) is or becomes generally available to the public other than as a result of its disclosure in breach of these Terms of Sale or any other undertaking of confidentiality; or (b) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement, without restriction as to use or disclosure; or (c) is lawfully and independently developed or acquired without reliance in any way on the information received or generated in the course of conducting the matters set out in these Terms of Sale.
- 14.3 The Recipient must hold the Discloser’s Confidential Information in strict confidence, and must not disclose such Confidential Information to any third party other than to its affiliates and its and their employees, professional advisors, financiers, prospective financiers, shareholders and their respective advisors, and approved sub-contractors (and then in each case only on a “need-to-know” basis), subject to such person agreeing to hold the Confidential Information in strict confidence on substantially similar terms to those set out in this clause 14.
- 14.4 The Recipient shall not use the Discloser’s Confidential Information for any purpose outside the scope of this Agreement, except with the Discloser’s prior written permission.
- 14.5 Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party’s cost, if the other party wishes to contest the disclosure.
- 14.6 Existing Obligations. The obligations in this Section 14 are in addition to, and supplement, each party’s obligations of confidentiality under any nondisclosure or other agreement between the parties.

15. Limitation of Liability

- 15.1 Each Party agrees to release, indemnify and hold the other party and its affiliates and their officers, employees, directors and agents (collectively, “Indemnitees”) harmless from any and all losses, damages, expenses, including reasonable legal fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to the Customer’s (a) use of the Hoxton Subscriptions, Hoxton Hardware and/or SaySo Hardware; (b) breach of these Terms of Sale; (c) breach of law or the rights of another person in connection with the Customer’s use of the Hoxton Products.
- 15.2 Hoxton agrees to release, indemnify and hold the Customer and its affiliates and their officers, employees, directors and agents harmless from any and all losses, damages, expenses,

including reasonable legal fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to any infringement claims levelled against Hoxton for licensed IP used in the Hoxton Products.

- 15.3 Under no circumstances will either party be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these Terms of Sale for (a) any direct or indirect loss of profits, sales business, agreements or contracts, or revenue; (b) loss or corruption of data, information or software; or (c) any indirect, special or consequential loss.
- 15.4 Subject to clause 15.4, each party's total liability to the other party for all losses arising under or in connection with these Terms of Sale whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed the amount the Customer paid to Hoxton for the Hoxton Products giving rise to the claim, or a maximum of £100,000.
- 15.5 Nothing in these Terms of Sale affects Hoxton's liability for death or personal injury arising from Hoxton's negligence, nor Hoxton's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

16. Other Terms

- 16.1 The Customer will not resell or otherwise distribute the Hoxton Products in any foreign territory where applicable laws would not provide the protections to Hoxton and the Hoxton Products intended under these Terms of Sale, or where there is a significant risk that the Hoxton Products would fall into the public domain. The Customer will not directly or indirectly import, export, or re-export the Hoxton Products without obtaining all permits and licences as may be required by, and conforming with, all applicable laws and regulations.
- 16.2 The relationship of the parties established by these Terms of Sale is that of independent contractors, and nothing contained in these Terms of Sale should be construed to give either party the power to (a) act as an agent or (b) direct or control the day-to-day activities of the other. Financial and other obligations associated with each party's business are the sole responsibility of that party.
- 16.3 Applicable laws require that some of the information or communications Hoxton sends to Customers should be in writing. When using the Hoxton Website, the Customer accepts that communication with Hoxton will be mainly electronic and that Hoxton may contact the Customer by e-mail or provide the Customer with information by posting notices on the Hoxton Website.
- 16.4 Hoxton will not be liable under these Terms of Sale for, or be considered to be in breach of or default under these Terms of Sale on account of, any delay or failure in the performance of its obligations due to causes beyond Hoxton's reasonable control, including, without limitation, earthquake, fire, flood, or other natural disaster, act of God, labour controversy, civil disturbance, terrorism, war (whether or not officially declared) or civil commotion, pandemic or epidemic, or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, governmental regulation or any change in or the adoption of any law, regulation, judgment or decree.
- 16.5 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from these Terms of Sale such that no third party may claim any rights under these Terms of Sale. These Terms of Sale and any claim, dispute or matter arising out of, under or in connection

with these Terms of Sale (and any non-contractual obligations arising out of or in connection with it and any claim or dispute in relation to its formation) are governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

- 16.6 The failure of Hoxton to exercise or enforce any right or provision of these Terms of Sale will not constitute a waiver of Hoxton's right or provision. If any part of these Terms of Sales is found by a court or competent authority to be illegal, unenforceable, or invalid, the rest of these Terms of Sale will remain in force and unaffected.
- 16.7 Interpretation. The headings appearing at the beginning of several sections contained in these Terms of Sale have been inserted for identification and reference purposes only and must not be used to construe or interpret these Terms of Sale. Whenever required by context, a singular number will include the plural, the plural number will include the singular, and the gender of any pronoun will include all genders. Whenever the words "include", "includes" or "including" are used in these Terms of Sale, they will be deemed to be followed by the words "without limitation." The word "or" is used in the inclusive sense of "and/or." The terms "or," "any" and "either" are not exclusive.
- 16.8 Updates to these Terms of Sale. From time to time, Hoxton may change, modify, add, or remove portions of these Terms of Sale (each an "Update"), and reserves the right to do so in its sole discretion. If Hoxton Updates these Terms of Sale, it will make the Updated Terms of Sale available to Customer and the Updated Terms of Sale will indicate the date of the latest revision. Customer is encouraged to review these Terms of Sale periodically for changes. In the event that Updates to these Terms of Sale materially alter Customer's rights or obligations hereunder, Hoxton will make reasonable efforts to notify Customer of the Updates. For example, Hoxton may send a message to Customer's email address that is currently associated with its Hoxton account or generate a pop-up or similar notification when Customer accesses its Hoxton account for the first time after such material changes are made. All Updates to these Terms of Sale take effect upon the next renewal period after they are posted, except that (i) disputes between Customer and Hoxton will be governed by the version of these Terms of Sale that was in effect on the date the dispute arose and (ii) unless specifically agreed otherwise, if Customer does not agree with any changes to these Terms of Sale, Customer may terminate its Hoxton Subscriptions as set forth above. Customer's continued access to or use of the Hoxton Subscriptions after an Update to these Terms of Sale has become effective indicates that Customer has read, understood and agreed to the current version of these Terms of Sale.
- 16.9 These Terms of Sale and the documents referred to within them form the entire agreement between the Customer and Hoxton with respect to its subject matter and supersede and replace all previous oral and written communications regarding the same subject matter.

17. Data Protection

- 17.1 Hoxton respects the privacy of Customers. Hoxton processes personal data in accordance with our Data & Privacy Statement which can be found on the Hoxton Website or by emailing info@hoxtonanalytics.com. By using the Hoxton services, the Customer agree to the practices described therein.