

End User Agreement

This schedule provides details of End User Agreement that is applicable to End User of the SaaS Solution and forms part of the Agreement between Customer, End User and Azolve.

1. Definitions

In this Schedule:

- A. “Account” means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the SaaS Solution;
- B. “Administrator” means any person with access to multiple user records on the SaaS Solution with the ability to view and process those records. Administrators are assigned by Customer and include but not limited to Organisation Administrators, Club Administrators, Regional Development Officers and County Development Officers;
- C. “Agreement” means this SaaS Subscription Agreement and any associated documents referenced in the Schedule, together which form the contractual obligations between the Customer and Azolve;
- D. “API” means Application Programming Interface. API is the method by which Azolve passes data into and out of the SaaS System to Third Party products or websites;
- E. “Azolve” means Azolve Limited an entity incorporated under the laws of England and Wales, United Kingdom; having a principal place of business at Wright Business Centre, 1 Lonmay Road, Glasgow, G33 4EL, United Kingdom, and any subsidiary or legally associated company of Azolve that is the provider of the SaaS Solution to Customer;
- F. “Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this SaaS Solution;
- G. “Customer” means the company, person, organisation or legal entity ordering, using and/or paying for the subscription service for the SaaS Solution. Customer name is specified in the opening clause of this Agreement;
- H. “Minimum Technical Requirements” means the minimum specifications prescribed by Azolve for effective use and operation of the SaaS Solution;
- I. “Parties” means together Azolve and Customer;
- J. “Party” means either Azolve or Customer;
- K. “Payment Information” means any details required for the purchase of Services from this SaaS Solution. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
- L. “Purchase Information” means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;
- M. “SaaS Solution” means the combination of SaaS System and SaaS Services to provide a complete solution;
- N. “Service” means the provision of the SaaS Solution provided by Azolve and associated functionality provided through Third Party Software;

- O. “Third Party Software” means software that Azolve uses or links to in order to provide a complete SaaS Solution, this includes, but is not limited to, online payment providers and email sending services;
- P. “User” / “Users” means any third party that accesses the SaaS Solution and is not employed by Azolve and acting in the course of their employment.

2. End User Agreement

2.1. Terms of Service

PLEASE READ CAREFULLY BEFORE USING THIS SAAS SOLUTION. BY ACCESSING AND USING THE SAAS SOLUTION, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. THESE TERMS OF SERVICE FORM PART OF THE SAAS SUBSCRIPTION AGREEMENT, WHICH YOU ARE REQUIRED TO ACCEPT IN CONNECTION WITH YOUR INITIAL AND ALL SUBSEQUENT USE OF THE SAAS SOLUTION.

- 2.1. **Intellectual Property Rights.** The SaaS System and components that make up the SaaS Solution is owned or Licensed by Azolve and all Intellectual Property Rights remain with Azolve and are protected under international copyright laws and international treaty provisions. Customer acknowledges that the product, its enhancements and modifications, major and minor releases, and all supporting documentation constitute valuable propriety property of Azolve or its licensors and that all title and ownership rights remain exclusively with Azolve and its licensors. Azolve or its licensors reserve all rights with respect to the licensed product, its enhancements and modifications, major and minor releases and all supporting documentation under all laws and jurisdictions designated for the protection of Azolve propriety information, including, but not limited to, trade secrets, copyrights, trademarks, service marks and patents.
- 2.2. **Ownership Interest.** Any material or information provided pursuant to the SaaS Solution, and any associated applications, tools or data, and all additions, modifications and improvements made or specified by Azolve, its agents or contractors, are the property of Azolve, and are protected by international copyright, trademark and patent laws, as applicable. By using the SaaS Solution, neither you nor your Users gain any ownership interest in such items.
- 2.3. **Associated Agreements and Policy Documents.** Users are bound by the following associated Agreements and Policy Documents
- AZUK GoMembership SAAS Subscription Agreement – Schedule B – End User Agreement (this document);
 - AZUK GoMembership SAAS Subscription Agreement – Schedule C – Privacy Policy;
 - AZUK GoMembership SAAS Subscription Agreement – Schedule D – Data Protection Policy;

2.2. Intellectual Property.

2.2.1. Subject to the exceptions in Clause 2.4. of this Schedule, all Content included on the SaaS Solution, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Azolve, our affiliates or other relevant third parties. By continuing to use the SaaS Solution you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

2.2.2. Subject to Clause 2.4. you may not reproduce, copy, distribute, store or in any other fashion re-use material from the SaaS Solution unless otherwise indicated on the SaaS Solution or unless given express written permission to do so by Azolve.

2.3. Third Party Intellectual Property.

2.3.1. Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

2.3.2. Subject to Clause 2.4. you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the SaaS Solution or unless given express written permission to do so by the relevant manufacturer or supplier.

2.4. Fair Use of Intellectual Property. Material from the SaaS Solution may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

2.5. Links to Other Websites. This SaaS Solution may contain links to other sites. Unless expressly stated, these sites are not under the control of Azolve or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this SaaS Solution does not imply any endorsement of the sites themselves or of those in control of them.

2.6. Links to this SaaS Solution. Those wishing to place a link to this SaaS Solution on other sites may do so only to the home page and other externally facing pages of the SaaS Solution without prior permission. Deep linking, for example API (i.e. links to specific pages within the SaaS Solution) requires the express permission of Azolve and subject to Azolve's Fair Use Policy.

2.7. Fair Use Policy. Azolve operates a fair use policy for certain transactional volumes that are not otherwise covered by granted rights. This includes, but not limited to Emails and SMS texts sent from the SaaS Solution, the number of API calls made from external sources, excessive report generation, external events, surveys, and so forth, all of which may cause excessively high volume to and from Azolve servers. Other transactional activities may be relevant in determining Legitimate Use and Azolve reserves the right to take any unlawful, prohibited, abnormal or unusual activity into

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account in making its determination. Azolve may at its option, terminate, limit or suspend the SaaS Service, or charge Customer a mutually agreed excessive activity fee.

2.8. Use of Communications Facilities.

2.8.1. When using the System you should do so in accordance with the following rules:

- You must not use obscene or vulgar language;
- You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- You must not submit Content that is intended to promote or incite violence;
- It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
- The means by which you identify yourself must not violate this Schedule or any applicable laws;
- You must not impersonate other people, particularly Customers, employees and representatives of Azolve or our affiliates;
- You must not use the SaaS Solution for unauthorised mass-communication such as “spam” or “junk mail”.

2.8.2. You acknowledge that Azolve reserves the right to monitor any and all communications made to us or using the SaaS Solution.

2.8.3. You acknowledge that Azolve may retain copies of any and all communications made to us or using the SaaS Solution.

2.8.4. You acknowledge that any information you send to us through the SaaS Solution may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

2.9. Accounts.

2.9.1. In order to procure Services on this SaaS Solution and to use the facilities you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the SaaS Solution

as we may not require Payment Information until you wish to make a purchase. By continuing to use this SaaS Solution you represent and warrant that:

- 2.9.1.1. all information you submit is accurate and truthful;
- 2.9.1.2. you have permission to submit Payment Information where permission may be required; and
- 2.9.1.3. you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

2.9.2. It is recommended that you do not share your Account details, particularly your username and password. Azolve accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

2.9.3. It is recommended that you change your password regularly and ensure that you apply a strong password. It is generally recommended to use a combination of upper and lower case letters, symbols and number. It should be at least 8 characters long. You should use a different password for every account that you have online. You **should not** use a derivative of your name or the name of a family member.

2.9.4. If you have reason to believe that your Account details have been obtained by another without consent, you should contact Azolve immediately to suspend your Account and cancel any unauthorised orders or payments that may be pending. Please be aware that orders or payments can only be cancelled up until provision of Services has commenced. In the event that an unauthorised provision commences prior to your notifying us of the unauthorised nature of the order or payment, Azolve accepts no liability or responsibility and you should make contact with the Third Party service provider detailed in the Purchase Information. Following investigation, it shall be determined whether or not to cancel the Services and make a full or partial refund of the payment.

2.9.5. When choosing your username you are required to adhere to the terms set out above in Clause 2.8. Any failure to do so could result in the suspension and/or deletion of your Account.

2.9.6. By creating an Account you accept that your data will be available to the Customer and Azolve and that both the Customer and Azolve can view, update or remove data for the purposes of maintaining the System.

2.9.7. By creating an Account you accept that your data will be available to Customer, Administrators and Azolve. Customer, Administrators and Azolve can View, Update or Remove data for the purposes of maintaining the system however Customer is responsible for compliance with Privacy Policy (Schedule C) and

Data Protection Policy (Schedule D) and all data change/removal requests that cannot be updated by User must be directed to Customer or Administrators.

2.9.8. By creating an Account you accept that an Administrator can assign additional Administrators who will have access to your data.

2.10. Termination and Cancellation.

2.10.1. Either Azolve or you may terminate your Account. If Azolve terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons if you make inappropriate uses of the Account, including use for fraudulent activity.

2.10.2. If Azolve terminates your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not commence.

2.10.3. Azolve reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.

2.10.4. You have the right to cancel your order for the Services within a statutory 7 working day cooling-off period. This period begins when you receive written confirmation of your order from Azolve. If the provision of the Services commences within the cooling-off period, your right to cancel under this provision shall end.

2.10.5. If orders or payments are cancelled for any reason prior to commencement of Services provision you will be refunded any monies paid in relation to those purchases.

2.10.6. If you terminate your Account any non-completed orders or payments will be cancelled and you will be refunded any monies paid in relation to those orders.

2.11. Services, Pricing and Availability.

2.11.1. Whilst every effort has been made to ensure that all descriptions of Services available from Azolve correspond to the actual Services, Azolve is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether.

2.11.2. Where appropriate, you may be required to select the desired Services.

2.11.3. Azolve does not represent or warrant that such Services will be available. Availability indications are not provided on the SaaS Solution.

2.11.4. All pricing information on the SaaS Solution is correct at the time of going online. Azolve reserves the right to change prices and alter or remove any special

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offers from time to time and as necessary. All pricing information is reviewed and updated at least on an annual basis.

2.11.5. In the event that prices are changed during the period between an order being placed for Services and Azolve processing that order and taking payment, provision of Services shall commence as per your order and you will be charged the original price.

2.11.6. All prices on items on the SaaS Solution that are paid for by the User are set by the Customer and it is the Customer's responsibility to set the appropriate Tax rate and account for and report and pay any Tax to the relevant Tax Authorities.

2.12. Provision of Services.

2.12.1. Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms & Conditions pertaining directly to those Services.

2.12.2. Azolve shall use its best endeavours to provide the Services with reasonable skill and care.

2.12.3. Provision of all Services shall be subject to the terms and conditions pertaining directly to those Services.

2.12.4. In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 10 days to inform us of the mistake. Azolve will ensure that any necessary corrections to the Services provided are made within 7 working days.

2.12.5. Azolve reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 2.12. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

2.12.5.1. Any use or enjoyment that you may have already derived from the Services;

2.12.5.2. Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of Azolve.

Such discretion to be exercised only within the confines of the law.

2.13. Privacy.

2.13.1. Use of the SaaS Solution is also governed by our Privacy Policy which is provided in Schedule C.

2.13.2. The SaaS Solution places the following cookies onto your computer or device. These cookies are used for the purposes described herein. Full details of the

cookies used by the SaaS Solution and your legal rights with respect to them are included in our Privacy Policy. By accepting this Schedule, you are giving consent to Azolve to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.

Name of Cookie	Provider	Purpose
_ga	Google	Used to distinguish users

2.13.3. If you wish to opt-out of our placing cookies onto your computer or device, please adjust your internet browser settings. You may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browsers help menu.

2.14. Disclaimers. Azolve makes no warranty or representation that the SaaS Solution will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.

2.14.1. No part of this SaaS Solution is intended to constitute advice and the Content of this SaaS Solution should not be relied upon when making any decisions or taking any action of any kind.

2.14.2. The purchase of Items, including but not limited to, Membership, Events and Fees is an agreement between User and Customer. The responsibility of setting the values on these Items is that of Customer and may form a contractual obligation between User and Customer, Azolve are not part of any contractual obligation.

2.14.3. Whilst Azolve uses reasonable endeavours to ensure that the SaaS Solution is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

2.14.4. Azolve has no liability to User for any grievances or complaints. Any and all grievances or complaints are the responsibility of Customer.

2.15. Changes to the Service and this Schedule. Azolve reserves the right to change the SaaS Solution, its Content or this Schedule at any time. You will be bound by any changes to the Schedule from the first time you use the SaaS Solution following the changes. If Azolve is required to make any changes to the Schedule by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

2.16. Availability of the SaaS Solution.

2.16.1. The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum

extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

2.16.2. Azolve accepts no liability for any disruption or non-availability of the SaaS Solution resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

2.17. Limitation of Liability.

2.17.1. To the maximum extent permitted by law, Azolve accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the SaaS Solution or any information contained therein. Users should be aware that they use the SaaS Solution and its Content at their own risk.

2.17.2. Nothing in this Schedule excludes or restricts Azolve's liability for death or personal injury resulting from any negligence or fraud on the part of Azolve.

2.17.3. Nothing in this Schedule excludes or restricts Azolve's liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the SaaS Solution.

2.17.4. Whilst every effort has been made to ensure that this Schedule adheres strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from this Schedule and shall not affect the validity and enforceability of the remaining Schedule. This term shall apply only within jurisdictions where a particular term is illegal.

2.18. No Waiver. In the event that any Party to this Schedule fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

2.19. Previous Schedules. In the event of any conflict between this Schedule and any prior versions thereof, the provisions of this Schedule shall prevail unless it is expressly stated otherwise.

2.20. Third Party Rights. Nothing in this Schedule shall confer any rights upon any third party. The agreement created by this Schedule is between you and Azolve.

2.21. Communications.

2.21.1. Communications between Customer and User are the responsibility of Customer and are bound by the Schedule H.

2.21.2. Azolve may from time to time send information about our products and/or services. If you do not wish to receive such information, please opt-out from your profile or use the Unsubscribe link found within the email.

Note: We will, by nature of the SaaS Solution need to provide mandatory communications. These are required for normal operation of the SaaS Solution (e.g. Payment Confirmation, Password Resets, Booking Confirmation, Renewal Reminders).

- 2.22. Law and Jurisdiction.** This Schedule and the relationship between you and Azolve shall be governed by and construed in accordance with the Law of England and Wales and Azolve and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.
- 2.23. Minors as Users.** If a User is a minor, Customer agrees that they may only use Azolve's services under the supervision of a parent or legal guardian who agrees to be bound by the Terms of Use on behalf of minor and themselves. Any User under the age of 18, and any payments made by said account require the permission and consent of the User's parent or legal guardian, and Customer accepts responsibility for such unauthorised use.
- 2.24. Minimum Technical Requirements.** Azolve SaaS Solutions are provided to Users on the basis that the Minimum Technical Requirements are adhered to. The Minimum Technical Requirements are provided on the GoMembership Minimum Technical Requirements FAQ document available for download from the Help section of the system provided to Customer.
- 2.25. Customer Responsibility.** Customer is responsible for the management Administrators of their SaaS Solution and the appropriate levels of access for each Administrator group. Customer accepts that assigning roles to Users gives that User the relevant system privileges for that role. This includes, but is not limited to, filtering records to ensure that the Administrator may only access appropriate data and applying editing rights to the roles assigned.

Customer is responsible for ensuring that appropriate Users are assigned as Administrator to manage Items including pricing and tax where applicable. Items are used for Membership, Events and Fees. Item Administrators are responsible for managing merchant details.

- 2.26. Administrator Responsibility.** Administrator is responsible for the management of data within the SaaS Solution.
- 2.26.1. Member data is available to the Customer and Administrators, it is the responsibility of Customer and Administrators to ensure that member data is appropriately maintained and handled;
- 2.26.2. Club data is available to the Customer and Administrators, it is the responsibility of Customer and Administrators to ensure that club data is appropriately maintained and handled;
- 2.26.3. Customer and Administrators are responsible for the protection and safeguarding of member data and take appropriate measures to ensure member data is not shared outside the organisation with the exception of approved Third Parties;

- 2.26.4. Administrators have access to child records and are responsible for the protection and safeguarding of child data in the appropriate manner;
- 2.26.5. Administrators are responsible for maintaining appropriate links between members and clubs.
- 2.26.6. Administrators can upload images on behalf of members and are responsible for uploading only appropriate images;
- 2.26.7. Administrators must have the permission of Customer to assign Users to an administrative role;
- 2.26.8. Administrator accepts that assigning roles to Users gives that User the relevant system privileges for that role;
- 2.26.9. Administrator is responsible for ensuring that Users they provide an Administrative role to is made fully aware of the responsibility of the role and that they are bound by this Schedule regardless of acceptance of the online agreement;
- 2.26.10. Customer and Administrators are responsible for responding to any requests for data – Users may request their personal Data and are obliged, under Data Protection Legislation, to provide this data and it must include all internal notes on the User's record. Any data shared by Customer or Administrator must comply with Privacy Policy (Schedule C) and Data Protection Policy (Schedule D);
- 2.26.11. Customer and Administrators are responsible for any Tax rules applicable to the items being sold to User, this includes but is not limited to Membership, Events and Fees. Reporting transactions to the Tax Authorities are the responsibility of Customer and Administrators;
- 2.26.12. Administrators are responsible for responding to and addressing any grievance by User, Azolve has no liability to User in respect of grievances and cannot accept complaints from Users;
- 2.26.13. Administrators will destroy/delete any data that they hold outside the SaaS Solution under the circumstances where roles are changed or revoked. Azolve is not responsible for data that has been downloaded or printed by an Administrator.
- 2.26.14. Any media uploaded by an Administrator, which includes but is not limited to documents, video clips, audio clips, social media links and website hyperlinks, must conform to the following rules
- You must not infringe any third-party copyright. Azolve takes no responsibility for media uploaded by an Administrator;
 - You must not use obscene or vulgar language;
 - You must not upload content that is unlawful or otherwise objectionable. This includes, but is not limited to, content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

- You must not upload content that is intended to promote or incite violence;
- The means by which you represent Customer must not violate these Terms and Conditions or any applicable laws;
- You must not impersonate other people, particularly Customers, employees and representatives of Azolve or our affiliates;

2.27. Subscription Terms and Conditions. Customer subscribes to use SaaS Solution during Agreement period.

2.27.1. During Agreement period the Customer will use the Third Party Software providers that Azolve use as partners.

2.27.2. Access to SaaS Solution will be suspended/terminated on non-payment of subscription fees. This includes access to Customer Support Services. All open Support Cases will be closed.