

Terms and Conditions

Important Information

This website, <https://www.pactio.io> and its subdomains (the “**Website**”), is provided by Pactio Technologies Limited (also referred to as “**Pactio**”, “**we**”, “**us**” and “**our**”).

These terms and conditions (the “**Agreement**”) apply when you access the public sections of our Website, as well as when you use our online software applications (the “**Software**”) and the associated end user documentation (the “**Documentation**”).

If you are a person who is granted access to the Software and the Documentation (an “**Authorised User**”), this Agreement will govern the terms on which you may use them, whether your access is granted without charge on a temporary basis for trial and evaluation purposes (a “**Trial Service**”) or in connection with a licensing agreement (a “**Subscription Agreement**”) that may be in place between Pactio and a business client (a “**Subscriber**”) with whom you are employed, affiliated or otherwise engaged. If there is a Subscription Agreement in place, then this Agreement applies to the extent that your use of the Software and the Documentation is not already governed by the Subscription Agreement.

Please read this Agreement carefully and in full. To the extent that you access our Website and/or use the Software and the Documentation, you confirm that you acknowledge and agree to the terms of this Agreement. Without limitation to the foregoing, you agree that the electronic acceptance of this Agreement is intended to have the same force and effect as if this Agreement had been physically signed.

1. Updates and Communications

- 1.1. Our business is evolving, so we may update this Agreement from time to time. If we do so, we'll post the updated Agreement on our Website with a “last updated” date in the header of the document. Please ensure that you review any updates to this Agreement. If you continue to use the Website and/or the Software and the Documentation after we have updated this Agreement, then you are agreeing to be bound by the updated version.
- 1.2. If we need to communicate with you, we will do so by electronic means, including by emailing you, sending you notifications within our Software, and posting notices on our Website. To the fullest extent permitted by applicable laws, you agree that all electronic communications provided to you will satisfy any legal requirement that they be in writing or be delivered in a certain way. If you are an Authorised User, then it is also important that you keep your contact details up to date, so that we can communicate with you whenever we need to.

2. Accessing the Software and the Documentation

Please note that this clause 2 applies only to Authorised Users in respect of the Software and the Documentation.

- 2.1. The Software comprises an Internet-based hosted platform which enables users to dynamically manage data relating to private equity transactions in a collaborative user environment. As an Authorised User, you will be assigned a user ID and password in order to access the Software and the Documentation.
- 2.2. Pactio hereby grants you a non-exclusive, non-transferable, non-sublicensable licence (the “**Licence**”) to access and use the Software and the Documentation. You warrant and represent that you will only access and use the Software and the Documentation for business purposes in accordance with the terms of this Agreement and any applicable Subscription Agreement. You acknowledge and agree that you shall be responsible for any act or omission that is in breach of this Agreement and results in a breach of any applicable Subscription Agreement. For the avoidance of doubt, you also acknowledge and agree that any rights to the Software and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Agreement and any applicable Subscription Agreement.
- 2.3. You understand and agree that the Licence and your user ID and password are only granted to you personally as the individual accepting this Agreement. You further acknowledge and agree to take all reasonable steps not to let any other person learn or use the user ID or password assigned to you except, where reasonably necessary, support staff within the Pactio team.
- 2.4. The Software and the Documentation are provided over the Internet. You are required to supply all software or hardware needed by you to access and use the Software and the Documentation. You may also be required to download and/or install additional software (e.g. certain software plug-ins or software applications) in order to facilitate your access. We shall provide such reasonable instructions as are required for you to access and use the Software and Documentation, and in doing so you shall comply with such instructions.
- 2.5. You are responsible for any content or data that is uploaded as part of using the Software, and we shall bear no responsibility to you for maintaining such content or data.
- 2.6. In using the Software and/or the Documentation you may be provided with access to third party websites. In using these third party websites, you accept that such use will be a separate legal relationship, and we accept no liability for your use of such third party websites.
- 2.7. You agree to comply with all applicable laws and regulations in accessing and using the Software and the Documentation, including any data protection laws in respect of any personal data inputted, uploaded or hosted on any part of the Software.
- 2.8. If you are accessing the Software and the Documentation as part of a Trial Service, we reserve the right to suspend your use and/or disable your user ID at any time on providing as much notice as we reasonably can.

3. Restrictions on Use

- 3.1. You are responsible for any content or data that you send or upload to our Website, including for the purposes of using the Software and the Documentation.

- 3.2. By accessing our Website and/or using the Software and the Documentation, you acknowledge and agree that you will not:
- (a) engage in any activity or send or upload any content or data that:
 - (i) contravenes any applicable laws and regulations or violates the rights of any third parties, including intellectual property rights and other proprietary rights;
 - (ii) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property; or
 - (iii) interferes with the ability of other Authorised Users to benefit from the Software and the Documentation;
 - (b) access, store, transmit, introduce or permit the introduction of any virus or vulnerability into our network and information systems;
 - (c) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute any or all of the Software or the Documentation in any form or media or by any means;
 - (d) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any or all of the Software;
 - (e) access all or any part of the Software or the Documentation in order to build a product or service which competes with the Software or the Documentation;
 - (f) unless expressly permitted under the terms of an applicable Subscription Agreement, use the Software or the Documentation to provide services to third parties;
 - (g) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or the Documentation available to any third party except other Authorised Users, or attempt to obtain, or assist third parties in obtaining, access to the Software or the Documentation, other than as provided in this Agreement;
 - (h) where you have been provided access to the Software and the Documentation in relation to a specific assignment or transaction, use the Software or the Documentation for purposes other than such specific assignment or transaction; and
 - (i) share your access to the Software and the Documentation with, or otherwise permit your access to be used by, any other individual within your organisation (including another Authorised User).
- 3.3. Should you fail to comply with any of the above restrictions or terms of this Agreement, we shall be entitled to suspend your use and/or disable your user ID.
- 3.4. We shall be entitled to monitor the use of your user ID and password to validate that these have not been shared or otherwise distributed in breach of this Agreement. Should we, or the relevant Subscriber, decide that you have shared your user ID or password in such a manner that is not in

accordance with this Agreement we, or the relevant Subscriber, shall be permitted to disable your user ID to prevent access to the Software and/or Documentation and you shall not be issued with any new passwords.

- 3.5. Should you have uploaded any content or data in using the Software in breach of paragraph 3.2(a) or 3.2(b) then we and/or the relevant Subscriber shall be entitled to either:
- (a) remove such content or data immediately; or
 - (b) provide you with notice requiring the removal of the offending materials from the Software. You agree to remove the offending materials promptly upon receiving such notice and to provide us and/or the relevant Subscriber with confirmation of the same.

4. Intellectual Property Rights

- 4.1. The Website, the Software and the Documentation each contain materials that are proprietary and that are protected by intellectual property laws. You acknowledge and agree that you will abide by any applicable intellectual property laws in respect of the same, and confirm (to the extent not covered by the Subscription Agreement) that you have all rights, licences or permissions in any content or data that you use in conjunction with the Software or Documentation. To the extent you are able to, you hereby grant to us a worldwide, royalty free, transferable licence to any data or content that is uploaded as part of using the Software or accessing the Documentation, for such time as is required to provide access to or use of the Software and/or the Documentation.
- 4.2. All present and future intellectual property rights in the Website, the Software and the Documentation, anywhere in the world, belong to us and/or our licensors. Without limitation, this includes any improvements, design contributions or derivative works relating to the same. If you provide us with any feedback (including suggestions, requests for new functionality or recommendations for improvements) on the Website, the Software or the Documentation, you acknowledge and agree that we may use that feedback without any payment or restriction in order to make improvements, design contributions or derivative works. You hereby assign all intellectual property rights in your feedback with full title guarantee (including by way of present assignment of future intellectual property rights) to us at the time such feedback is first provided by you to us.
- 4.3. To the extent that you acquire any intellectual property rights in the Software and/or the Documentation or any other materials provided through the Software or any other materials provided by us, you shall assign such intellectual property rights with full title guarantee (including by way of present assignment of future intellectual property rights) to us or such other third party as we or the relevant Subscriber requires. You shall execute all documents and do all such things as are considered necessary by us or the relevant Subscriber to give effect to this clause.
- 4.4. If we have reason to believe that a third party claim may be brought by any third party alleging that the Software infringes any intellectual property rights of a third party, we may at our sole option and expense, and you shall permit us to, modify or replace the Software to avoid infringement or alleged infringement, and/or terminate this Agreement.
- 4.5. We shall be entitled to aggregate data in relation to your use of the Software in order to make improvements to the Software, such aggregate data will be anonymised.

5. Use of data

You agree that we are entitled to collect any usage data in relation to your use of the Software and that any information you provide to us to aid us in increasing the functionality of the Software may be used by

us in an aggregated and anonymised form to make service improvements ("**Aggregated Data**"). You further agree that we are entitled to use the Aggregated Data to train artificial intelligence programs or include in such other natural language processing models.

6. Personal Data

We may process the personal data of individuals who use our Website, the Software and the Documentation. Our Privacy Notice (the "**Privacy Notice**") is available on our Website and provides more information about who we are, how we process that personal data and for what purposes, and how you can exercise your rights in relation to your personal data. It is important that you read the Privacy Notice carefully. If you have any queries, you can contact dataprotection@pactio.io.

7. Remedies

You acknowledge that a breach of this Agreement may cause immediate and irreparable harm to Pactio for which damages may not be an adequate remedy. Without limitation to any other remedies which may be available to Pactio, in respect of any such breach we will therefore be entitled at any time to seek and obtain an injunction against you from any court of competent jurisdiction.

8. Warranties and Disclaimers

- 8.1. The Website, the Software and the Documentation are each provided "as is" and "as available" and, to the fullest extent permitted by law, we disclaim all warranties, whether express or implied, relating to them, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.
- 8.2. We do not warrant that access to the Website, the Software and the Documentation will be uninterrupted, nor that their contents shall be error free, nor do we make any warranty as to the results that may be obtained from using them. In addition, we reserve the right at any time to suspend, modify or discontinue certain functionality within our Software, whether temporarily or permanently, for valid reasons including maintenance, making improvements and additions to our Software, or compliance with applicable laws.
- 8.3. You warrant and represent that you have and shall maintain all necessary licences, consents and permissions necessary for you to perform your obligations under this Agreement, where necessary.

9. Limitations and Exclusions of Liability

- 9.1. The Website is provided for general information purposes only, and we do not accept liability for any loss which may arise from your reliance on any information made available to you on our Website.
- 9.2. In respect of our Software and the Documentation, you agree that your sole and exclusive remedy for any dissatisfaction with the same is to request the termination of your user account and to stop using the Software and the Documentation. We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss or damage suffered by you through your use of the Software and the Documentation.
- 9.3. Nothing in this Agreement excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter in respect of which it would be unlawful to limit or exclude our liability.

10. Termination of Access to the Software and the Documentation

Please note that this clause 10 applies only to Authorised Users in respect of the Software and the Documentation.

- 10.1. We may immediately terminate or suspend your user account: (a) without notice if, in our opinion, your usage of our Software or the Documentation may impair the ability of other Authorised Users to access or use the same, or otherwise breaches the terms of this Agreement; or (b) if we withdraw the Software in whole or in part (in which case, we shall provide you with as much notice as we are reasonably able to).
- 10.2. You may terminate your user account at any time by emailing legal@pactio.io.
- 10.3. Upon termination of your user account, the Licence granted pursuant to this Agreement will terminate, and you must immediately cease all access to and use of the Software and the Documentation through any means. You agree that upon such termination:
 - (a) if you have any Documentation or related materials containing, reflecting, incorporating or based on our Confidential Information (as defined in clause 11 below) in your possession, custody or control you must immediately (at our discretion) either destroy or return all copies to us and, in the case of destruction, certify that you have done so;
 - (b) you shall erase all our Confidential Information from your computer and all communications systems and devices used by you, including any systems and data storage services provided to you by any third parties (to the extent possible); and
 - (c) certify that you have taken the steps detailed in (a) and (b) above,provided that you shall not be obliged to undertake such steps where you are required to retain such Documentation, related materials and/or Confidential Information in accordance with any applicable law or governmental or regulatory authority.
- 10.4. Please note that, unless it is granted as part of a Trial Service, your access to the Software and the Documentation will also be subject to the terms of any applicable Subscription Agreement. There may be circumstances where those terms require us to terminate or suspend your user account, e.g. if the Subscriber has terminated its Subscription Agreement and requested closure of all user accounts within its scope, or if the Subscriber has breached the terms of its Subscription Agreement and we need to restrict access to our Software. We will not be liable to you for any loss or damage that you suffer in these circumstances.
- 10.5. You agree that, upon termination of this Agreement by any means whatsoever, the provisions of clauses 10.3, 11.1 and 11.2 shall continue to apply for a period of five (5) years from the date of termination.

11. Confidentiality

- 11.1. Each party agrees that it will keep confidential and will not (whether directly or indirectly) disclose, use, copy or modify any Confidential Information belonging to the other. In this Agreement, '**Confidential Information**' means all information of a confidential nature that a party has or acquires (whether directly or indirectly) including the other party's know-how, trade secrets, plans, developments, financial, commercial, technical, tactical, strategic, marketing, operations, customer or product information, personnel information, any information agreed to be or marked as

confidential, any other information a party knows, or could be reasonably expected to know, is confidential and any other such information related to or concerning a party's business.

- 11.2. You agree not to make any public announcement concerning the Software, Documentation or this Agreement without our, or the relevant Subscriber's, prior written consent except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

12. Other Important Terms

- 12.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.2. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 12.3. This Agreement, its subject matter and its formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales, and we irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.4. No person will have the right to enforce or require the enforcement of any provision of this Agreement as a third party beneficiary including pursuant to the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.
- 12.5. This Agreement (and any document expressly referred to in it, including for the avoidance of doubt any Subscription Agreement) constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 12.6. You acknowledge that in entering into this Agreement you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.