



ZeroKey's Terms of Business v2

Company name	ZeroKey Technologies Limited
Company number	15326987
Registered office	South Gate House, Wood Street, Cardiff, Wales, CF10 1EW
Document owner	Joseph Williams (joseph@zerokey.tech)
Version	v2
Effective date	1 July 2026
Next review	1 July 2027

Parties

These terms of business are made between ZeroKey Technologies Limited, incorporated and registered in England and Wales with company number 15326987, whose registered office is at South Gate House, Wood Street, Cardiff, Wales, CF10 1EW (ZeroKey); and the User who, on accepting the Agreement and creating an Account, contracts with ZeroKey (User). Each a Party and together the Parties.

Background

(a) ZeroKey is a provider of secure data-integration technology that connects the systems a business uses and transfers data between them, eliminating the need to rekey data. Users access the Service through ZeroKey's Web Application and ZeroKey's Solutions.

(b) Users wish to use the Service.

(c) ZeroKey has agreed to provide, and the User has agreed to take, the Service subject to the Agreement. Each Account is on either a Free Plan or a Paid Plan; where an Account is on a Paid Plan, the Group Administrator agrees to pay the applicable Subscription Fees.

1. Defined Terms

1.1 The definitions in this clause apply in the Agreement.

Account: The account a User creates in ZeroKey's Web Application to access the Service. Each Account belongs to a Group and is on either a Free Plan or a Paid Plan. An individual Account constitutes a Group of one, of which the User is the Group Administrator; Accounts may be combined into a larger Group.

Agreement: The terms of business set out in this document between ZeroKey and the User, together with the documents incorporated into it by reference, including ZeroKey's Data Processing Agreement.

Agreement Start Date: The date on which the User completes ZeroKey's account authentication process, whether by entering one-time passcode(s), authenticating through Microsoft single sign-on, or using another authentication method made available by ZeroKey, and is granted access to the Service through ZeroKey's Web Application.

Business Day: A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Client: An individual or organisation to whom the User provides services.



Client Personal Data: Personal Data relating to a Client. May include Special Category Data, in particular health data. ZeroKey does not store it as a persistent record; any processing is transient and limited to serving the requested operation.

Confidential Information: Information that is proprietary or confidential, whether or not labelled as such, including any information identified as Confidential Information in the Agreement.

Data Subject: An identified or identifiable living individual to whom Personal Data relates, as defined in the UK GDPR.

Firm: Any firm, company, partnership or other organisation.

Free Plan: A plan that grants an Account access to Sponsored Integrations only.

Group: One or more Accounts combined and administered together by a Group Administrator. An individual Account constitutes a Group of one. Where a Group is on a Paid Plan, each Account within it is on a Paid Plan and Subscription Fees are payable for each. A Group relates to no more than one Firm, and a Firm may have more than one Group.

Group Administrator: The User responsible for administering a Group. An individual Account constitutes a Group of one, of which the User is the Group Administrator; where Accounts are combined into a larger Group, the Group Administrator is the User assigned to administer it. The Group Administrator carries the Group-level obligations under the Agreement, including selecting the Group's Plan and being responsible for the Subscription Fees payable for each Account in the Group. Where the Group Administrator acts on behalf of a Firm, it does so as the Firm's authorised representative under clause 2.10.

Integration: An integration and/or connection between two systems, built, delivered and operated by ZeroKey as part of the Service.

Intellectual Property Rights (IPR): Patents, copyright and related rights, trade marks, rights in designs, database rights, rights in computer software, goodwill, and all other intellectual property rights, whether registered or unregistered.

Normal Business Hours: 9.00am to 5.00pm local United Kingdom time, each Business Day.

Paid Plan: A plan that grants an Account access to all Integrations, including Sponsored Integrations, and requires a Paid Subscription.

Paid Subscription: The paid subscription that a Paid Plan requires, and for which Subscription Fees are payable.

Personal Data: Information relating to an identified or identifiable living individual, as defined in the UK GDPR.

Service: The access provided by ZeroKey to the User, under the Agreement and through ZeroKey's Web Application, to ZeroKey's Solutions.

Solution: A service offering of ZeroKey. The Solutions are ZeroKey's Web Browser Extension, ZeroKey's MCP, and ZeroKey's Integration Platform.

Special Category Data: The special categories of Personal Data defined in the UK GDPR, including health data.

Sponsored Integrations: The Integrations made available to Users at no charge under a sponsored Solution.

Subscription Fees: The subscription fees payable for each Account on a Paid Plan, at the rate set out on the Website.

Subscription Start Date: In relation to an Account, the date on which it is placed on a Paid Plan, from which Subscription Fees accrue for that Account.



Subscription Term: In relation to an Account, the period during which it is on a Paid Plan, beginning on the Subscription Start Date and continuing until the Paid Subscription is cancelled or the Account is closed.

Third Party: Any person, entity or system not owned or controlled by ZeroKey, including any third-party software, platform, application programming interface, data source or system, and any upstream or downstream system accessed through integrations.

Uptime: The availability of the Service operated and hosted by ZeroKey, excluding any unavailability caused by (a) any Third Party; (b) the User's own systems or networks; or (c) outages of the public internet or telecommunications networks.

User: The individual who accepts the Agreement, creates an Account and is registered to use the Service. ZeroKey contracts with the User under ZeroKey's Web Browser Extension and ZeroKey's MCP. The User is the contracting party under the Agreement.

Virus: Anything or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network, or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or in part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website: www.zerokey.tech, or such other website address as may be notified to the User from time to time.

ZeroKey IP: All Intellectual Property Rights in and to the Service, the application programming interface (API), all Integrations, mappings, integration code and configuration, and all improvements, enhancements and derivative works of any of them.

ZeroKey's Integration Platform: ZeroKey's integration platform-as-a-service Solution.

ZeroKey's MCP: ZeroKey's MCP (Model Context Protocol) Solution.

ZeroKey's Web Application: ZeroKey's hosted web application: the underlying application that supports ZeroKey's Web Browser Extension and ZeroKey's MCP, through which Users initially create an Account and subsequently log in to access the Service, set up and manage their Integrations, and administer their Account.

ZeroKey's Web Browser Extension: ZeroKey's web browser extension Solution.

2. Accounts and use of the Service

2.1 ZeroKey grants to the User a non-exclusive, non-transferable right to use the Service through its Account for as long as the Account remains open and subject to the Agreement. The Integrations available to the Account depend on whether it is on a Free Plan or a Paid Plan.

2.2 The User shall not allow its Account to be used by any other individual, and shall keep its password secure and confidential.

2.3 The name registered for an Account must resemble the name of a real person and not that of a company, location or other term used to denote a group of individuals or of a generic nature. ZeroKey may require the User to correct incomplete, misleading or non-functional account details, and may suspend access where essential account information is invalid.

2.4 Any email address provided by the User must be a real email address on which ZeroKey is able to contact the User.



2.5 The User shall permit ZeroKey to audit the Service in order to establish that each Account is used by a single individual and that the correct Subscription Fees have been paid. ZeroKey will never request or access passwords, and no audit shall require the disclosure of any password. Such audit may be conducted no more than once per quarter, at ZeroKey's expense, on reasonable prior notice, and in such a manner as not to substantially interfere with the User's normal conduct of business. If an audit reveals that an Account has been used by more than one individual, ZeroKey may, without prejudice to its other rights, suspend the affected Account. If an audit reveals an underpayment of Subscription Fees, the Group Administrator shall pay the amount of the underpayment, calculated at the rates set out on the Website, within 10 Business Days of the date of the relevant audit.

2.6 The User shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Service that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or (f) is otherwise illegal or causes damage or injury to any person or property. ZeroKey reserves the right, without liability or prejudice to its other rights, to disable the User's access to any material that breaches this clause.

2.7 The User shall not: (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under the Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Service in any form or media or by any means, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service; (b) access all or any part of the Service in order to build a product or service which competes with the Service; (c) use the Service to provide services to Third Parties; (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Service available to any Third Party; or (e) attempt to obtain, or assist Third Parties in obtaining, access to the Service, other than as provided under this clause 2.

2.8 The User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service through its Account and, in the event of any such unauthorised access or use, shall promptly notify ZeroKey.

2.9 Where Accounts are combined into a Group, the Group Administrator shall ensure that each Account within the Group is used in accordance with the Agreement and, where the Group is on a Paid Plan, is responsible for the Subscription Fees payable for each Account within the Group.

2.10 Where a User accepts the Agreement as Group Administrator on behalf of a Firm, that User: (a) accepts the Agreement both in its own capacity and as the authorised representative of, and on behalf of, the Firm; (b) warrants that it has authority to bind the Firm; and (c) agrees that the Firm is bound by the Agreement as principal and is responsible for the obligations of the Group Administrator under it, including the Subscription Fees. Where the Firm is authorised and regulated by a regulator or professional body (for example, the Financial Conduct Authority), the Group Administrator acts on behalf of the Firm in respect of the Service and any Client Personal Data processed through it.

2.11 By creating an Account and accepting the Agreement, the User confirms that it has read and understood the Agreement and agrees to be bound by it.

2.12 An Account may join a Group, or move between Groups, on registration, at the request of the relevant User or Group Administrator, or where ZeroKey migrates it at their request. When an Account joins a Group: (a) the User agrees to the Account being administered by the Group Administrator and to the Group's Plan applying to it; (b) the Group Administrator becomes responsible, in accordance with clause 2.9, for the Subscription Fees payable for that Account; and (c) the User remains bound



by the Agreement in its capacity as a User. An Account may leave a Group, or be removed by the Group Administrator or by ZeroKey; on leaving, it becomes a Group of one, of which its User is the Group Administrator, unless it is closed.

2.13 A Group relates to no more than one Firm. Where a Group is operated on behalf of a Firm, every Account within it is operated on behalf of that same Firm. A Firm may have more than one Group.

2.14 The User shall use the Service only for its ordinary business use – that is, for the User's own internal business purposes and at a volume consistent with the normal operation of a business of the User's type and size.

2.15 ZeroKey may set, publish and vary reasonable usage limits for the Service, including different limits for different Solutions, on no less than 28 days' notice. Where a User's use materially exceeds its ordinary business use or any such limit, ZeroKey may throttle or suspend the affected use, or introduce a charge for the excess on no less than 28 days' notice; ZeroKey shall not do so for use that remains within ordinary business use and any published limit.

3. Service

3.1 ZeroKey shall, for as long as the Account remains open, provide the Service to the User on and subject to the Agreement.

3.2 ZeroKey shall use commercially reasonable endeavours to make the Service available 24 hours a day, seven days a week, except for: (a) planned maintenance carried out during any maintenance window; and (b) unscheduled maintenance performed outside Normal Business Hours, provided that ZeroKey has used reasonable endeavours to give the User at least 6 Normal Business Hours' notice in advance.

3.3 ZeroKey's availability commitment under clause 3.2 is measured by Uptime, and ZeroKey is not responsible for any unavailability of the Service that falls outside Uptime.

3.4 While ZeroKey uses commercially reasonable endeavours to keep the Service available at all times, ZeroKey's incident response and resolution targets are measured during Normal Business Hours, except for Priority 1 (P1) incidents and personal data breaches, which are actioned without waiting for the next working period.

4. Client Personal Data and Data Processing Agreement

4.1 The Group Administrator owns all right, title and interest in and to all Client Personal Data and is solely responsible for the legality, accuracy, integrity and quality of such Client Personal Data.

4.2 ZeroKey does not, and does not intend to, store Client Personal Data at rest. Client Personal Data is transmitted through the Service in encrypted form and is not viewable or accessible by ZeroKey except in strictly technical, automated form necessary to deliver the Service.

4.3 If ZeroKey is ever required to store Client Personal Data at rest for a specific functional reason, ZeroKey shall notify the Group Administrator in advance, explain the reason for and location of storage, and shall store such data only with the Group Administrator's documented instruction and subject to ZeroKey's Data Processing Agreement.

4.4 Where ZeroKey processes Personal Data on behalf of the Group Administrator in connection with the provision of the Service, the Parties agree that the Group Administrator is the Controller and ZeroKey is the Processor, and ZeroKey's Data Processing Agreement shall apply.

4.5 ZeroKey shall process such Personal Data only in accordance with: (a) the Group Administrator's documented instructions; (b) the Agreement; and (c) ZeroKey's Data Processing Agreement.



4.6 ZeroKey may collect and analyse usage, performance and configuration metadata relating to the Service for security, diagnostics, improvement and statistical purposes, provided such information: (a) does not include Client Personal Data; and (b) does not identify any Data Subject.

4.7 ZeroKey shall implement appropriate technical and organisational measures to protect Personal Data and Client Personal Data, as set out in ZeroKey's Data Processing Agreement.

4.8 The Parties agree that ZeroKey's Data Processing Agreement forms part of the Agreement and applies to ZeroKey's processing of Personal Data as a Processor.

4.9 In the event of any conflict between the Agreement and ZeroKey's Data Processing Agreement, the Agreement shall prevail, except where such interpretation would result in non-compliance with the United Kingdom General Data Protection Regulation (UK GDPR), in which case the relevant provision of the Data Processing Agreement shall take precedence to the extent required to ensure compliance.

4.10 Where the Group Administrator acts on behalf of a Firm under clause 2.10, references in this clause 4 to the Group Administrator's ownership of, responsibility for, and status as Controller of, Client Personal Data are to the Firm.

5. Third Party providers

The User acknowledges that the Service may enable or assist it to access the website content of, correspond with, and purchase products and services from, Third Parties via Third Party websites, and that it does so solely at its own risk. ZeroKey makes no representation or commitment, and shall have no liability or obligation whatsoever, in relation to the content or use of, or correspondence with, any such Third Party website, or any transactions completed or contract entered into by the User with any such Third Party. Any contract entered into, and any transaction completed, via any Third Party website is between the User and the relevant Third Party, and not ZeroKey. ZeroKey recommends that the User refers to the Third Party's website terms and conditions and privacy policy prior to using the relevant Third Party website. ZeroKey does not endorse or approve any Third Party website, nor the content of any Third Party website made available via the Service. For clarity, ZeroKey has no responsibility for data retrieved from or displayed from Third Party systems connected by the User, including customer relationship management (CRM), platform, policy or account data.

6. ZeroKey's obligations

6.1 Data displayed or made available through the Service is retrieved automatically from Third Party systems authorised by the User. ZeroKey does not verify, validate, monitor, modify or endorse any such data and makes no representation or warranty as to its accuracy, completeness, timeliness, reliability or suitability for any purpose. The User is solely responsible for reviewing, confirming and relying upon any data retrieved through the Service, including where such data is used to support regulated activities, financial advice, reporting or decision-making. ZeroKey shall have no liability for any loss, error, omission or inaccuracy in data originating from Third Party systems or provided by the User.

6.2 ZeroKey undertakes that the Service will be performed with reasonable skill and care.

6.3 The undertaking at clause 6.2 does not apply to any non-conformance caused by use of the Service contrary to ZeroKey's instructions, or by modification or alteration of the Service by any party other than ZeroKey or its duly authorised contractors or agents. If the Service does not conform with the undertaking at clause 6.2, ZeroKey will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the User with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the User's sole and exclusive remedy for any breach of the undertaking set out in clause 6.2. Notwithstanding the



foregoing, ZeroKey: (a) does not warrant that the User's use of the Service will be uninterrupted or error-free, or that the Service and/or the data obtained by the User through the Service will meet the User's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the User acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.4 The Agreement shall not prevent ZeroKey from entering into similar agreements with Third Parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

6.5 ZeroKey warrants that it has, and will maintain, all necessary licences, consents and permissions necessary for the performance of its obligations under the Agreement.

7. User and Group Administrator obligations

7.1 The User shall: (a) provide ZeroKey with all necessary co-operation in relation to the Agreement; (b) comply with all applicable laws and regulations with respect to its activities under the Agreement; and (c) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Service, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User's network connections or telecommunications links or caused by the internet.

7.2 The Group Administrator shall, in addition: (a) carry out all other Group Administrator responsibilities set out in the Agreement in a timely and efficient manner; (b) ensure that the Users in its Group use the Service in accordance with the Agreement, and shall be responsible for any User's breach of the Agreement; and (c) provide and maintain the authorisations, consents and credentials necessary for ZeroKey to establish and maintain the Integrations on behalf of the Group Administrator and the Users in its Group.

8. Charges and payment

8.1 The applicable Subscription Fees from time to time are set out on the Website.

8.2 Commencing on the Subscription Start Date for each Account on a Paid Plan, and monthly thereafter, the Group Administrator shall pay to ZeroKey, by recurring card payment, the Subscription Fees plus value added tax (VAT) for that Account. Where Accounts are combined into a Group, the Subscription Fees for each Account on a Paid Plan within the Group are payable by the Group Administrator. ZeroKey has appointed Stripe Payments Europe, Limited to collect payments.

8.3 If ZeroKey has not received payment within one calendar month after the due date, then, without prejudice to any other rights and remedies of ZeroKey: (a) ZeroKey may, without liability to the Group Administrator, suspend the Group Administrator's and its Group's access to all or part of the Service, and shall be under no obligation to provide any or all of the Service while the amounts concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then-current base rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 All Subscription Fees and other amounts payable under the Agreement are non-refundable. Cancelling a Paid Subscription or closing an Account does not entitle the Group Administrator to a refund of, or relief from, Subscription Fees that have fallen due for the then-current paid month, as set out in clause 13.



8.5 ZeroKey shall be entitled to change the Subscription Fees at any time, but must provide no less than 28 days' prior notice to existing Group Administrators, and the Agreement shall be deemed to have been amended accordingly.

9. Proprietary rights

9.1 The User acknowledges and agrees that ZeroKey and/or its licensors own, and shall retain, all ZeroKey IP, and that nothing in the Agreement transfers any ZeroKey IP to the User. Except as expressly stated in the Agreement, the Agreement does not grant the User any rights to, or in, patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the ZeroKey IP.

9.2 ZeroKey may use, re-use, adapt, combine and exploit the ZeroKey IP (including any Integration, mapping, integration code or configuration built or operated in connection with the Agreement) for any purpose, including providing services to others and across any current or future ZeroKey Solution or product, without restriction and without further payment to the User. No Integration is exclusive to the User.

9.3 ZeroKey confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

9.4 On termination of the Agreement for any reason, the ZeroKey IP, including any Integration, remains ZeroKey's and may continue to be used and re-used by ZeroKey; the User has no claim to it, and no obligation on termination requires ZeroKey to return, destroy or cease using any of it.

10. Confidentiality

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include data that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a Third Party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any Third Party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any Third Party.

10.5 The User acknowledges that details of the Service, and the results of any performance tests of the Service, constitute ZeroKey's Confidential Information.

10.6 Neither party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), or any court or other authority of competent jurisdiction.



10.7 The above provisions of this clause 10 shall survive termination of the Agreement, however arising.

11. Indemnity

11.1 The User shall defend, indemnify and hold harmless ZeroKey against claims, actions, proceedings, losses, damages, expenses and costs (including, without limitation, court costs and reasonable legal fees) arising out of or in connection with the User's use of the Service.

11.2 ZeroKey shall defend the User against any claim that the Service infringes any United Kingdom patent effective as of the Agreement Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the User for any amounts awarded against the User in judgment or settlement of such claims, provided that: (a) ZeroKey is given prompt notice of any such claim; (b) the User provides reasonable co-operation to ZeroKey in the defence and settlement of such claim, at ZeroKey's expense; and (c) ZeroKey is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, ZeroKey may procure the right for the User to continue using the Service, replace or modify the Service so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the User without any additional liability or obligation to pay liquidated damages or other additional costs to the User.

11.4 In no event shall ZeroKey, its employees, agents and sub-contractors be liable to the User to the extent that the alleged infringement is based on: (a) a modification of the Service by anyone other than ZeroKey; (b) the User's use of the Service in a manner contrary to the instructions given to the User by ZeroKey; or (c) the User's use of the Service after notice of the alleged or actual infringement from ZeroKey or any appropriate authority.

11.5 The foregoing states the User's sole and exclusive rights and remedies, and ZeroKey's (including its employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of liability

12.1 This clause 12 sets out the entire financial liability of ZeroKey (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the User: (a) arising under or in connection with the Agreement; (b) in respect of any use made by the User of the Service; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

12.2 Except as expressly and specifically provided in the Agreement: (a) the User assumes sole responsibility for results obtained from the use of the Service, and for conclusions drawn from such use, and ZeroKey shall have no liability for any damage caused by errors or omissions in any data, instructions or scripts provided to ZeroKey by the User in connection with the Service, or any actions taken by ZeroKey at the User's direction; (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and (c) the Service is provided to the User on an "as is" basis.

12.3 Nothing in the Agreement excludes the liability of ZeroKey: (a) for death or personal injury caused by ZeroKey's negligence; (b) for fraud or fraudulent misrepresentation; or (c) for any other liability that cannot be excluded or limited by applicable law.

12.4 Subject to clauses 12.2 and 12.3: (a) ZeroKey shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any



loss of profits, loss of business, depletion of goodwill and/or similar losses, or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; (b) ZeroKey's total aggregate liability in contract (including in respect of the indemnity at clause 11), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement, shall be limited to the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose; and (c) for clarity, ZeroKey does not store Client Personal Data as a persistent record, any processing being transient and limited to serving the requested operation, and cannot be liable for any loss, deletion, corruption or alteration of Client Personal Data not stored by ZeroKey.

13. Term, cancellation and termination

13.1 The Agreement commences on the Agreement Start Date and continues for as long as the Account remains open, unless terminated earlier in accordance with this clause 13.

13.2 The Group Administrator may cancel the Paid Subscription on an Account at any time through ZeroKey's Web Application. Cancellation takes effect at the end of the then-current paid month, after which the Account reverts to the Free Plan, the Subscription Term for that Account ends, and no further Subscription Fees accrue for it. Subscription Fees already paid or due for that month remain payable and are non-refundable. The Account, and the Agreement, continue in effect on the Free Plan.

13.3 The User, or the Group Administrator in respect of an Account within its Group, may close an Account at any time, on which the Agreement terminates in respect of that Account and access to the Service through it ends. ZeroKey may close an Account, terminating the Agreement in respect of that Account, on no less than one month's written notice. Closing an Account cancels any Paid Subscription on it with effect from closure.

13.4 Without affecting any other right or remedy available to it, either party may terminate the Agreement in respect of an Account with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; (b) the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; (c) the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; (d) the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due, or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with its creditors, other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party, other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction; (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the other party; (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution,



sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets, and such attachment or process is not discharged within 14 days; (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.4(d) to 13.4(j) (inclusive); or (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.5 On termination of the Agreement in respect of an Account for any reason: (a) all rights granted under the Agreement to the User in respect of that Account terminate immediately; (b) any Paid Subscription on the Account is cancelled and no further Subscription Fees accrue for it, subject to clause 8.4; and (c) any rights, remedies, obligations or liabilities of the parties accrued up to the date of termination, including the right to claim damages for any breach of the Agreement existing at or before that date, are not affected or prejudiced.

14. Analytics and usage data

ZeroKey may collect, use and retain data relating to system performance, usage and error diagnostics, derived from operation of the Service, including data attributable to a User or Group, to maintain, improve and develop the Service, to generate statistics and insights, and to provide management information to the relevant User or Group, provided that such data does not include Client Personal Data and does not identify any Data Subject.

15. References and publicity

The Group Administrator agrees to consider reasonable requests to participate in case studies or testimonials, but is under no obligation to provide any endorsement that would conflict with applicable law, regulation or internal policy. ZeroKey may identify the Group Administrator or its Firm as using the Service, and use its name and logo for that purpose, in confidential proposals and presentations to prospective and existing investors and business partners, provided that ZeroKey does not disclose the commercial terms of the Agreement. Any public identification of the Group Administrator or its Firm as using the Service requires its prior consent, which it may give or withdraw at any time.

16. Force majeure

ZeroKey shall have no liability to the User under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of ZeroKey or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of suppliers or sub-contractors, provided that the User is notified of such an event and its expected duration.

17. Variation

17.1 ZeroKey may revise the Agreement from time to time by posting a modified version, including its effective date. If ZeroKey makes material changes to the Agreement, it will provide the User with reasonable notice prior to the modified Agreement taking effect. By continuing to access or use the Service after the posting of any modified version of the Agreement, the User agrees to be bound by the modified Agreement.



17.2 Material changes to data protection terms, security provisions or ZeroKey's Data Processing Agreement shall not take effect for existing Group Administrators without the Group Administrator's express acceptance, except where required to maintain compliance with applicable law.

18. Waiver

No failure or delay by a party to exercise any right or remedy provided under the 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.

19. Rights and remedies

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. Entire agreement

21.1 The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the parties acknowledges and agrees that, in entering into the Agreement, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

22. Assignment

22.1 The User shall not, without the prior written consent of ZeroKey, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

22.2 ZeroKey may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

23. No partnership or agency

Except as expressly provided in clause 2.10, nothing in the Agreement is intended to, or shall, operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of, or otherwise to bind, the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).



24. Third-party rights

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. Notices

Any notice required to be given under the Agreement shall be in writing. Notices from the User to ZeroKey shall be sent by email to joseph@zerokey.tech. Notices from ZeroKey to the User shall be sent by email to the email address associated with the User's Account.

26. Governing law

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

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 the Agreement or its subject matter or formation (including non-contractual disputes or claims).