



BOOKASHOP LIMITED ("BookAShop")

ORDER FORM FOR THE USE OF [www.\[bookashop\].com](http://www.bookashop.com) [or on the BookAShop mobile App]

Merchant	[INSERT LEGAL NAME OF THE MERCHANT BUSINESS]
Merchant Contact Details	[INSERT ADDRESS BOTH REGISTERED OFFICE AND TRADING ADDRESS] Email: [XX] Attention: [XX]
Commencement Date	[INSERT DATE]
Initial Term	The period from the Commencement Date until 31 December 2020
Services	Those Services set out at Appendix 3
Territory	[United Kingdom]
Charges	For the Initial Term, the Merchant shall not pay for the Services. From 1 January 2020, including any notice period set out at Clause 13.3, each time a customer makes a Booking on the BookAShop System, the Merchant shall pay BookAShop a fee of GBP 0.01 per Booking.
Payment Terms	Payment shall be made by the Merchant by [direct debit] agreement in accordance with the terms of this Agreement. All sums payable under this Agreement are expressed to be [inclusive / exclusive] of VAT and shall be paid in Pounds Sterling
Other terms:	None

This Order Form is strictly subject to the Terms and Conditions of Service set out at Appendix 1, the Definitions at Appendix 2, the Services at Appendix 3, the Service Level Agreement at Appendix 4 and the Data Protection Agreement at Appendix 5, to the exclusion of all other terms and conditions.

Signed by Joshua Van Raalte:

For and on behalf of **BOOKASHOP LIMITED**:

Date:

Signed by [INSERT NAME]:

For and on behalf of [INSERT MERCHANT DETAILS]:

Date:



APPENDIX 1

TERMS AND CONDITIONS OF SERVICE

INTRODUCTION

- A BookAShop has developed and provides the BookAShop System which enables BookAShop Customers with the ability to search for, find and book a date and time specific appointment to enter a retail unit at a participating bricks and mortar retailer.
- B The Merchant wishes to use the BookAShop System for the purpose of promoting its retail unit and taking Bookings and to utilise the business management functionality of the BookAShop System (the "**Permitted Purpose**").
- C BookAShop has agreed to provide and the Merchant has agreed to take and pay for the Service subject to the terms and conditions of the Agreement.

1 APPOINTMENT AND TERM

- 1.1 The provisions set out in these Terms and Conditions of Service together with the Order Form and all other Appendices to the Order Form shall constitute the entire agreement between BookAShop and the Merchant in relation to its subject matter.
- 1.2 This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with Clause 13, shall continue for the Initial Term and any notice period required pursuant to Clause 13.3.
- 1.3 This Agreement shall automatically continue in force for further periods of one (1) calendar month after expiry of the Initial Term unless terminated in accordance with Clause 13 (the "**Term**").
- 1.4 The Merchant hereby acknowledges and agrees that its right to appear on the BookAShop System is non-exclusive and that the BookAShop System may show merchants that the Merchant would reasonably consider to be a direct or indirect competitor in the Territory and that BookAShop is free to negotiate and agree to preferential terms with such competitors. The Merchant undertakes that where it has no existing contracts in place with third-party booking platforms it shall not use any other third-party booking platforms during the Term other than the BookAShop System or its own developed and managed booking system, including / excluding any white-label product purchased from a third-party. Where the Merchant has entered into contracts with third-party booking platforms prior to the Commencement Date it shall be permitted to use and

renew the agreements with other third-party booking platforms during the Term but it shall not enter into new agreements with other third-party booking platform providers.

2 SERVICES AND AVAILABILITY

- 2.1 In consideration of payment of the Charges by the Merchant in accordance with Clause 6.1, BookAShop shall use reasonable endeavours to provide the Services to the Merchant in accordance with the terms and conditions of this Agreement.
- 2.2 BookAShop may in its sole discretion and without notice amend the terms of the Services from time to time in order to enhance and improve the Services.
- 2.3 Subject to Clause 2.4, BookAShop shall use reasonable endeavours to ensure that the BookAShop System is accessible by BookAShop Customers in the Territory at all times during the Term in accordance with the Service Level Agreement.
- 2.4 The obligations contained in Clause 2.3 shall not apply in the event of any failure of the availability of the BookAShop System:
- which is caused by an act or omission of a third party (including a mobile communications network provider, wifi internet provider or handset manufacturer) which is not connected to BookAShop;
 - where the Merchant or a third party is responsible for hosting end-content (including a mobile web page or social media site) and pages are unavailable or malfunctioning on mobile devices;
 - where any legal or regulatory authority restricts access due to any Applicable Law;
 - due to the failure or interruption of the BookAShop Customer's 2G, 3G, 4G, 5G, or other network connection;
 - due to the Merchant using an unsupported operating system; or
 - during periods when BookAShop has to carry out essential maintenance to the BookAShop System.
- 2.5 Subject to Clause 2.6, BookAShop shall only perform maintenance of the BookAShop System or other aspects of the Services that will give rise to interruption of the Services ("**Maintenance Events**") during the

daily window of 1am and 5am on any day ("**Maintenance Window**") provided that BookAShop may interrupt the BookAShop System to perform emergency maintenance on a real time basis outside of the Maintenance Window.

- 2.6 Any Maintenance Events which occur outside the Maintenance Window, and which were not requested or caused by the Merchant, shall be included in the calculation of the Service Availability Level for the purpose of the Service Level Agreement.

3 BOOKASHOP CUSTOMER LATE ARRIVALS AND NO-SHOWS

- 3.1 If a BookAShop Customer has not arrived at the Merchant's Retail Unit on or before the specified start time of its Booking and the BookAShop Customer does not make itself known to the Merchant (or its employees or contractors) during the first twenty-five per cent. (25%) of the BookAShop's Customer's allocated appointment window (the "**Late Arrival Window**"), the Merchant (or its employees or contractors) may, in its sole discretion, grant another customer access to its Retail Unit instead of the BookAShop Customer ("**Late Access Right**").
- 3.2 If the Merchant grants a third-party customer a Late Access Right, and that customer exits the Merchant's Retail Unit before the end of the BookAShop's Customer Booking has ended and the BookAShop Customer made itself known to the Merchant (or its employees or contractors) after the end of the Late Arrival Window, the Merchant (or its employees or contractors) shall grant the BookAShop Customer access to the Retail Unit for the remainder of its Booking time window.
- 3.3 The Merchant (or its employees or contractors) may continue to offer Late Access Rights to third-party customers for so long as the BookAShop Customer does not make its presence known to the Merchant (or its employees or contractors), during the BookAShop Customer's Booking time window.

4 USE OF THE BOOKASHOP SYSTEM

- 4.1 The Merchant may use the BookAShop System to upload Merchant Uploaded Content, or may provide to BookAShop Merchant Uploaded Content to upload, to the BookAShop System during the Term.
- 4.2 The Merchant acknowledges that the functionality and efficacy of the BookAShop System relies upon the



- Merchant providing real-time updates to the BookAShop System relating to the number of persons within its Retail Unit(s) at any one time and as a result the Merchant undertakes to promptly and frequently provide in-store capacity updates to the BookAShop System during the Merchant's operating hours for each of the Merchant's applicable Retail Unit(s).
- 4.3 On the uploading of the Merchant Uploaded Content by the Merchant in accordance with Clauses 4.1 and 4.2, BookAShop shall use reasonable endeavours to host the Merchant Uploaded Content on the BookAShop System for the Term.
- 4.4 BookAShop may remove any content (including Merchant Uploaded Content) from the BookAShop System (at any time and without notice to the Merchant) which BookAShop, in its sole discretion, considers:
- Unsuitable; or
 - may represent an infringement of any rights (including Intellectual Property Rights) of a third party.
- 4.5 The Merchant acknowledges that it shall be responsible for timely providing to BookAShop all advertising material necessary for publication and distribution of the approved advertisements, including all necessary artwork and/or digital files, the timing and formats of which may be more specifically set forth in any agreed advertising order. In the event that all necessary materials are not received in time for the scheduled online publication date, BookAShop may, at its sole discretion, use artwork or other materials from previous advertisements placed by the Merchant, if applicable. BookAShop will not be responsible for any advertising material that is not properly formatted or displayed or that cannot be accessed or viewed because it was not received by BookAShop in the proper form, in a timely manner, or in an acceptable technical quality for mobile or online publication. BookAShop reserves all rights to determine absolutely what advertising content will be uploaded onto the BookAShop System and to remove any uploaded advertising content without prior notice to the Merchant if, acting reasonably, it considers any of the content to be Unsuitable or offensive.
- 5 REPRESENTATIONS AND WARRANTIES**
- 5.1 The Merchant warrants, represents and undertakes on an ongoing basis that:
- it has, and shall continue to have full capacity and authority to enter into and perform its obligations under this Agreement;
 - once executed, the Agreement shall constitute its binding obligation;
 - it is entering into the Agreement in its capacity as a business, trade, or profession;
 - it owns or has the rights to the products and assets to supply the Merchant Services and is legally entitled and able to provide the Merchant Services;
 - the Merchant Uploaded Content and all information provided to BookAShop under this Agreement is true, accurate and not misleading;
 - it shall not take any action or fail to take action which could adversely affect the reputation or goodwill of BookAShop or the BookAShop System;
 - it has, and shall continue to hold all necessary approvals, consents, licenses, and permissions to perform its obligations under this Agreement;
 - it shall, during the Term, comply with all BookAShop policies, best practice recommendations and guidelines that BookAShop shall provide to it from time to time;
 - the Merchant Uploaded Content does not and will not infringe the rights (including the Intellectual Property Rights) of any third party and shall comply with all Applicable Laws;
 - where the Merchant has appointed BookAShop as its sole and exclusive provider of services which are the same as, or equivalent to, the Services, the Merchant shall make available to the BookAShop System, at all times, between fifty per cent. (50%) and one hundred per cent. (100%) of the Merchant's total customer capacity per Retail Unit(s), for BookAShop Customer Bookings;
 - where the Merchant has not appointed BookAShop as its sole and exclusive provider of services which are the same as, or equivalent to, the Services, it shall make available to the BookAShop System, at all times, between twenty-five per cent. (25%) and one hundred per cent. (100%) of the Merchant's total customer capacity per Retail Unit(s), for BookAShop Customer Bookings; and
 - it shall offer BookAShop Customer's access to all out of hours or special one-off or connected events taking place in the Merchant's Retail Unit(s), unless otherwise agreed in advance in writing with BookAShop;
 - it has complied and will comply with all Applicable Laws and regulations.
- 5.2 Where the Merchant provides Photographs to BookAShop Customers, the Merchant warrants, represents and undertakes on an ongoing basis that it holds the consent of individuals (included minors) depicted in any Photographs for the use being made by the Merchant of such Photographs.
- 5.3 The Merchant shall indemnify and keep indemnified BookAShop from and against any Losses arising out of or in connection with any breach of the representations and warranties in this Clause 5.
- 6 CHARGES AND PAYMENT**
- 6.1 In consideration of the provision of the Services in accordance with this Agreement, the Merchant shall pay the Charges in accordance with the payment terms specified in this Clause 6.1 and the Order Form.
- 6.2 To use the Services the Merchant must provide BookAShop with one (1) or more Payment Methods. The Merchant hereby authorises BookAShop to charge any Payment Method associated to its account in case the primary Payment Method is declined or no longer available to BookAShop for payment of the Charges. The Merchant remains responsible for any uncollected amounts. If a payment of the Charges is not successfully settled, due to expiration, insufficient funds, or otherwise, and the Merchant has not terminated the Services, BookAShop may suspend the Merchant's access to the Service until BookAShop has successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge certain fees, such as foreign transaction fees or other fees relating to the processing of the Payment Method. Local tax charges may vary depending on the Payment Method used.
- 6.3 The Merchant may update its Payment Methods by emailing support@bookashop.app. BookAShop may also update the Merchant's Payment Methods using information provided by the payment service providers. Following any update, Merchant authorises BookAShop to continue to charge the applicable Payment Method(s).
- 6.4 If BookAShop and the Merchant agree that BookAShop shall provide the Merchant with the services in addition to the Services, BookAShop shall be entitled to charge Additional Fees.
- 6.5 The Parties hereby agree that there shall be no refund (pro-rated where applicable) due to the Merchant: in the event of non-Attendance for the



- applicable Booking, provided there was no incidence of fraud in relation to the applicable Booking which resulted in non-Attendance.
- 6.6 If the Merchant fails to pay in full, on the due date, any amount which is payable to BookAShop pursuant to this Agreement then, without prejudice to any other right or remedy of BookAShop, the amount outstanding shall bear interest at the rate of two per cent. (2%) per annum above the rate of the Bank of England in London from time to time in force from the date of such written notice until the date of payment.
- 6.7 BookAShop may, in its sole discretion, increase the Charges to take effect at the end of the Initial Term.
- 7 CONFIDENTIALITY**
- 7.1 Except with the disclosing Party's prior written consent, the Parties undertake to keep secret and strictly confidential and neither shall disclose the other Party's Confidential Information to any third party for the Term and for twelve (12) months thereafter (subject to Clauses 7.2 and 9) and shall not use such Confidential Information other than for the purpose of performing their respective obligations under this Agreement.
- 7.2 BookAShop may disclose Confidential Information to its employees, sub-contractors, agents, professional service providers ("**Representatives**") and to any of its Affiliates, and to its Affiliates' Representatives, who need to know such Confidential Information.
- 7.3 The provisions of Clause 7.1 shall not apply to any information which:
- is in the possession of either Party without any obligations of confidence in relation to use or disclosure prior to the Commencement Date;
 - is in or enters into the public domain other than by breach of this Agreement or any obligation of confidence owed to the disclosing Party;
 - is authorised for release with the written consent of the disclosing Party; or
 - is required to be disclosed by any Applicable Law or competent authority, equivalent regulatory body, or stock exchange.
- 7.4 The contents of this Agreement shall be treated by the Parties as Confidential Information.
- 8 INTELLECTUAL PROPERTY**
- 8.1 Ownership of all Intellectual Property Rights of the Merchant existing prior to the date of this Agreement shall remain with the Merchant.
- 8.2 Ownership of all Intellectual Property Rights of BookAShop existing prior to the date of this Agreement shall remain with BookAShop
- 8.3 The Merchant shall own all Intellectual Property Rights in the Merchant Uploaded Content to the maximum extent permitted by law.
- 8.4 BookAShop shall own all Intellectual Property Rights in:
- the BookAShop System;
 - BookAShop Content;
 - BookAShop Customer Data;
 - Merchant Customer Data;
 - all information, data and results generated during the use of the BookAShop System by the Merchant and BookAShop Customers; and
 - all other materials created by BookAShop pursuant to this Agreement,
- to the maximum extent permitted by law. To the extent the Merchant acquires, by operation of law, title to such Intellectual Property Rights, the Merchant hereby assigns all such Intellectual Property Rights (and so far as such Intellectual Property Rights do not exist at the Commencement Date, by way of immediate assignment of future Intellectual Property Rights in such materials listed at (a) to (f) above) to BookAShop.
- 8.5 The Merchant grants to BookAShop an irrevocable, royalty-free, non-exclusive licence to use the Merchant Uploaded Content for the Term:
- to enable BookAShop to carry out BookAShop's obligations under this Agreement; and
 - to enable BookAShop to carry out BookAShop's own marketing initiatives (including posting the Merchant Uploaded Content on the BookAShop System, and social media channels, at BookAShop's sole discretion) during the Term and after this Agreement has terminated.
- 8.6 BookAShop grants to the Merchant a revocable, royalty-free, non-exclusive licence to use the BookAShop System, the BookAShop Customer Data, and the Merchant Customer Data during the Term but only for the Permitted Purpose.
- 8.7 The Merchant shall indemnify and keep indemnified BookAShop from and against any Losses arising out of or in connection with any claim or allegation that the Merchant Uploaded Content and/or the Merchant Customer Data infringes any Applicable Laws and/or the rights (including, without limitation, the Intellectual Property Rights) of a third party.
- 9 PUBLICITY AND SOCIAL MEDIA**
- 9.1 Either Party may make a press or public announcements or otherwise publicise this Agreement or the provision by BookAShop of the Services provided it has obtained the prior written consent of the other Party.
- 9.2 BookAShop shall provide the Merchant with an option within the BookAShop System which enables BookAShop Customers to publicise or share all Merchant Uploaded Content on various social media sites from time to time. If the Merchant selects such option in respect of their Merchant Uploaded Content, the Merchant agrees and acknowledges that, subject to Clause 16.1, BookAShop shall have no liability in respect of the publicising and sharing of the Merchant Uploaded Content, or the use of the Merchant Uploaded Content, on any such sites.
- 10 ACCESS TO BOOKASHOP SYSTEM**
- 10.1 On the Commencement Date, BookAShop shall provide the Merchant with the Access Details.
- 10.2 The Merchant shall procure that all Users shall:
- maintain the confidentiality of the Access Details; and
 - not share the Access Details with any third party.
- 11 LINKING**
- 11.1 If the Merchant informs BookAShop that a BookAShop Customer has posted a link to the Merchant Uploaded Content on an external website with content which is Unsuitable or offensive, then BookAShop will use reasonable endeavours to discontinue or disable such link as soon as practicable.
- 12 FORCE MAJEURE**
- 12.1 Neither Party shall be liable for any Default or delay in performance of its obligations under this Agreement if and to the extent the Default or delay is caused, directly or indirectly, by a Force Majeure Event.
- 12.2 When a Force Majeure Event has occurred, the non-performing Party will be excused from further performance of the obligations affected for as long as the circumstances prevail and the non-performing Party continues to use all reasonable efforts to recommence performance whenever and to whatever extent reasonably possible without delay.
- 12.3 If a Force Majeure Event prevents either Party from performing any of its obligations under this Agreement for a continuous period in excess of ten (10) Working Days then the other Party may, without liability, immediately terminate this Agreement by written notice provided the relevant Force Majeure Event remains subsisting at the time that such notice is given.
- 13 TERMINATION**



- 13.1 Either Party may terminate this Agreement:
- (a) by written notice with immediate effect if the other Party:
 - (i) becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction) or if a court having proper authority makes an order to that effect;
 - (ii) enters into administration, is the subject of an administrative order or proposes to or enters into any voluntary arrangement with its creditors in the context of a potential liquidation; or
 - (iii) is subject of any events or circumstances analogous to any of the events described Clause 13.1(a)(ii) in any applicable jurisdiction; or
 - (b) in accordance with Clause 12.3.
- 13.2 BookAShop may terminate this Agreement:
- (a) with immediate effect for material breach if the Merchant commits a Default and fails to remedy the Default (if capable of remedy) within ten (10) Working Days' written notice of the Default from BookAShop;
 - (b) with immediate effect if:
 - (i) the Merchant breaches Clause 5.1(h); or
 - (ii) BookAShop claims under any indemnity under this Agreement; or
 - (c) if the Merchant fails to pay any Charges under this Agreement.
- 13.3 The Merchant may terminate this Agreement by providing notice in writing of at least one (1) calendar month:
- (a) after the end of the Initial Term; or
 - (b) prior to the end of each successive calendar month period if the Agreement is not terminated at the end of the Initial Term.
- 13.4 If the Merchant cancels this Agreement in accordance with this Clause 13, the Merchant will continue to have access to the Services through the end of the termination notice period. Payments are non-refundable and BookAShop does not provide refunds or credits for any partial month or annual periods.
- 14 CONSEQUENCES OF TERMINATION**
- 14.1 On termination or expiry of this Agreement for whatever reason:
- (a) all licences which BookAShop has granted to the Merchant under this Agreement shall immediately terminate; and
 - (b) BookAShop shall be entitled to immediately remove all Merchant Uploaded Content from the BookAShop System.
- 14.2 Termination or expiry of this Agreement (for whatever reason) shall be without prejudice to any rights of either Party which may have accrued up to the date of such termination and rights to terminate this Agreement shall be in addition to every other remedy or right, now or hereafter existing, including the right to recover damages which may be available to either Party.
- 14.3 The Parties agree that Clauses 7, 8.5, 13, 14, 16, 18.4, 18.5, 18.6, 18.7, 18.11, 18.13, and 18.14, shall survive termination or expiry of this Agreement.
- 15 [DATA]**
- 15.1 Each Party shall comply with, and shall procure that its employees, agents, and sub-contractors shall comply with, the provisions of the applicable Data Protection Legislation in relation to all personal data that it controls or processes in connection with this Agreement.
- 15.2 Each Party shall obtain and maintain all necessary consents, registrations, and notifications that such Party is obliged to obtain and maintain in accordance with the Data Protection Legislation.
- 15.3 Each Party shall:
- (a) not disclose any personal data to any third party in any circumstances other than at other Party's specific written request or where required to do so by the Applicable Laws;
 - (b) use and maintain all adequate and appropriate technical, security and organisational measures and controls to prevent unauthorised or unlawful use and/or processing of personal data and accidental loss, destruction, damage, theft, use or disclosure of such personal data; and
 - (c) not transfer, and will not authorise the transfer of, any such personal data outside the European Economic Area save where authorised or instructed by the other Party in writing to do so.
- 15.4 The Merchant agrees and acknowledges that BookAShop may collect data from BookAShop Customers in accordance with the terms and conditions set out in BookAShop's website privacy policy from time to time and share such personal data with the Merchant.
- 15.5 The Merchant shall indemnify and keep indemnified BookAShop from and against any Losses arising out of or in connection with any breach by it of this Clause 15.]
- 16 LIABILITY**
- 16.1 Nothing in this Agreement shall limit either Party's liability in respect of any claims:
- (a) for death or personal injury caused by the negligence of such Party;
 - (b) resulting from any fraud including fraudulent misrepresentation made by such Party;
 - (c) for any indemnity provided by the Merchant to BookAShop under this Agreement;
 - (d) resulting from recklessness, dishonesty, gross negligence, deliberate or wilful Default by; or
 - (e) for which liability may not otherwise lawfully be limited or excluded.
- 16.2 Subject to Clause 16.1, BookAShop shall not be liable to the Merchant (whether in contract, tort including negligence or otherwise) for any special, indirect or consequential loss or damage suffered by the Merchant.
- 16.3 Subject to Clause 16.1, BookAShop shall not be liable to the Merchant (whether in contract, tort including negligence or otherwise) for any non-Attendance by the BookAShop Customer, or for any actions, or omissions of the BookAShop Customers in relation to the Merchant's property, premises, employees, consultants, or sub-contractors and the Merchant shall remain solely liable and responsible for compliance with all applicable legislation and regulations, including but not limited to, retail legislation and regulations, Trading Standards, and health and safety legislation and regulations in connection with BookAShop's Customers' Attendance and the Merchant's sale of goods and/or services to the BookAShop Customers.
- 16.4 Subject to Clauses 16.1, 16.2, and 16.3, BookAShop's aggregate liability to the Merchant in connection with this Agreement shall be limited to an amount equal to the lesser of [(GBP 2,000 / Euro 2,000) two thousand pounds sterling / Euro] or the Charges paid by the Merchant in relation to all of its Retail Unit(s) under this Agreement in the (12) twelve calendar months prior to any claim.
- 17 MERCHANT SUPPORT SERVICES**
- 17.1 To find more information about the Services, Charges, or if the Merchant needs assistance in connection with



- the Services, Merchant should email support@bookashop.app and BookAShop shall use its reasonable endeavours to resolve the matter in a prompt and professional manner between [9am and 6pm on a Working Day].
- 17.2 [In certain instances, BookAShop may best be able to assist the Merchant by using a remote access support tool through which BookAShop will require full access to the Merchant's computer system. If the Merchant does not want BookAShop to have this access, the Merchant should not consent to support through the remote access tool, and BookAShop will assist the Merchant through other means.]
- 18 GENERAL**
- 18.1 The Merchant may not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of BookAShop.
- 18.2 BookAShop may assign or subcontract any of its rights and obligations under this Agreement.
- 18.3 By entering into this Agreement, Merchant authorises BookAShop to act as its agent to solicit, promote and accept Bookings in the Merchant's name and on the Merchant's behalf.
- 18.4 Any failure to exercise or any delay in exercising a right or remedy provided in this Agreement or at law or in equity shall not constitute a waiver of the rights or remedies or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement shall not constitute a waiver of any other breach and shall not affect the other terms of this Agreement.
- 18.5 The rights and remedies provided by this Agreement are cumulative and (except as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.
- 18.6 This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with within it and supersedes any previous agreement between the Parties relating to such matter.
- 18.7 Any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any terms of this Agreement.
- 18.8 Any notice required to be given under this Agreement shall be in writing and shall be sufficiently serviced if sent to the other Party at the address specified below:
- by email;
 - by hand; or
 - by registered first class post or recorded delivery to the other at the address specified below.
- 18.9 Notices sent by email shall be deemed to be served on the day when they are sent. Notices sent by hand shall be deemed to be served on the day when they are actually received. Notices sent by registered first class post or recorded delivery shall be deemed to be served three (3) Working Days following the day of posting.
- 18.10 For the purposes of Clause 18.8, the specified addresses are:
- In the case of BookAShop: 2nd Floor
1-2 Berners Street, London, W1T 3LA
Email:
MerchantServices@bookashop.app
Attention: **Merchant Services**; and
- In the case of the Merchant: the address stated on the Order Form.
- 18.11 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties.
- 18.12 This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original and which together shall constitute one instrument.
- 18.13 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 18.14 The Parties hereby agree to submit to the exclusive jurisdiction of the English Courts in respect of all disputes arising out of or in connection with this Agreement.



APPENDIX 2

DEFINITIONS AND INTERPRETATION

1. In this Agreement the following words shall have the following meanings (unless the context otherwise requires):

Access Details means the individual log in and password details provided to each User by BookAShop to enable such User to access the BookAShop System;

Additional Fees means fees for services in addition to the Services as agreed from time to time in writing by the Parties;

Affiliate means in respect of a Party any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with that Party;

Agreement means the Order Form and its Appendices as signed by the Merchant and BookAShop or any revised version agreed between the Parties under Clause 18.10;

Applicable Laws means any law, legislation, instrument, rule, order, regulation, directive, by-law, code of practice or decision which applies to, concerns or otherwise affects any Party's obligations under this Agreement as may be amended or varied from time to time;

Attendance means a BookAShop Customer that has made a Booking and has gained access to the Merchant's Retail Unit(s) as a result of that Booking;

Availability has the meaning set out at paragraph 2.2 of Appendix 4;

BookAShop means BOOKASHOP LIMITED (Company Number 12629366) whose registered office is at 2nd Floor 1-2 Berners Street, London, W1T 3LA United Kingdom;

BookAShop Content means information (including photographs and customer reviews) which BookAShop has uploaded to the BookAShop System but which, for the avoidance of doubt, shall not include Merchant Uploaded Content;

BookAShop Customer Data means data (including personal data) of BookAShop Customers;

BookAShop Customers means persons who use and/or have created an account on the BookAShop System;

BookAShop System means the BookAShop website hosted at www.bookashop.com [and/or the BookAShop mobile App];

Bookings means a real-time booking made by a BookAShop Customer using the BookAShop System for an appointment to access the Merchant's Retail Unit(s) in the Territory on a specific date and at a specific time;

Charges means the fees for the provision of the Services set out in the Order Form;

Commencement Date has the meaning set out in the Order Form;

Confidential Information means any information, however conveyed or presented (whether disclosed orally or in writing), that relates to the business,

affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, development, trade secrets, know-how, personnel and suppliers of the disclosing Party, together with all information derived by the receiving Party from any such information and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably to be considered confidential and, for the avoidance of doubt, shall include any content and data that BookAShop provides on the BookAShop System;

Data Protection Legislation means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) (Privacy Regulations) as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 (SI 2011/1208), the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2015 (SI 2015/355) and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2016 (SI 2016/524);

Default means any breach by either Party of its obligations under this Agreement;

Fault Report has the meaning set out at paragraph 3 of Appendix 4;

Force Majeure Event means an occurrence beyond the control and without the fault or negligence of the Party affected and which such Party is unable to prevent or provide against by the exercise of reasonable diligence including: act of God, expropriation or confiscation of facilities, any form of Government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes, pandemic, failure of a utility service or transport or telecoms network, breakdown of plant or machinery or default of suppliers or sub-contractors;

Initial Term has the meaning set out in the Order Form;

Intellectual Property Rights means all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, supplementary protection certificates, petty patents, utility models, plant variety

rights, rights in designs, trade marks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;

Late Access Right has the meaning given to it in Clause 3.1;

Late Arrival Window has the meaning given to it in Clause 3.1;

Losses means any and all losses, liabilities, costs (including legal costs and VAT), charges, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction);

Maintenance Events has the meaning given in Clause 2.5;

Maintenance Window has the meaning given in Clause 2.5;

Mark(s) means the 'BookAShop' marks;

Merchant has the meaning set out in the Order Form;

Merchant Customer Data means data (including personal data) of persons uploaded to the BookAShop System by the Merchant;

Merchant Services means those services to be provided by the Merchant to BookAShop Customers;

Merchant Uploaded Content means, inter alia: (i) information (including photographs and customer reviews) regarding the Merchant's business and Retail Unit(s); (ii) the Merchant's inventory, products and services; (iii) any time-limited or open-ended in store promotions, offers, deals, discounts applicable in the Merchant's Retail Unit(s) including any terms and conditions and restrictions applicable to those promotions, offers, deal or discounts; (iv) the Merchant's Retail Unit(s)' address, opening and operating hours, including any variations to the standard or publicised opening and operating hours; (v) any real time or statistical data in relation to the use or occupancy and footfall of the Merchant's business and Retail Unit(s); (vi) the Merchant's Intellectual Property Rights; (vii) any product or services advertisements relating to the Merchant's inventory and stock; (viii) any safety announcements, or information or guidance; and (ix) all such other information which the Merchant uploads to the BookAShop System or has provided to BookAShop in order to upload to the BookAShop System;

Order Form means the order form for the use of the BookAShop System;



Parties means BookAShop and the Merchant and **Party** means either BookAShop or the Merchant;

Payment Method means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through the Merchant's account with a third party;

Permitted Purpose has the meaning set out in Recital B;

Photographs means images (in whatever format) forming part of the Merchant Uploaded Content

Retail Unit means each separate Retail Unit operated by the Merchant in the Territory that the Merchant has nominated to be visible, and which BookAShop has agreed to make visible, on the BookAShop System;

Services means the services provided by BookAShop as set out in the Order Form and more particularly set out in Appendix 3;

Service Availability Level has the meaning set out at paragraph 1.1 of Appendix 4;

Service Level Agreement means the conditions for uptime of the BookAShop System, the form of which is set out at Appendix 4;

Term has the meaning set out in Clause 1.3;

Territory means the country or countries in which BookAShop Customers will

access the Merchant Uploaded Content on the BookAShop System, as described in the Order Form;

Unsuitable means any content which is racist, sexist, pornographic, defamatory, derogatory or which is in breach of any Applicable Law, or government recommended guidelines or practices, or which is otherwise in breach of the notice and take down procedure on BookAShop's website from time to time;

User means the personnel of the Merchant who have access to the Access Details;

User Terms means the terms and conditions which govern each User's access to and use of the BookAShop System, as amended by BookAShop from time to time;

Working Day means any date (other than a Saturday or Sunday) when the clearing banks are open for normal deposit taking in the City of London or the City of Dublin.

2. In this Agreement:

a) the singular includes the plural and vice versa and any gender includes any other gender;

b) the headings in this Agreement are inserted for convenience only and do not affect its construction or interpretation;

c) references to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to each of the same as amended by any subsequent statute, enactment, order, regulation, or instrument or as contained in any subsequent re-enactment thereof; and

d) the wording and phrases "other", "including" and "in particular" do not limit the generality of any preceding words and words which follow them shall not be construed as being limited in scope to the same class and the preceding words where a wider construction is possible.

3. In relation to all Services which are provided in the United Kingdom, the term "personal data" shall have the meaning given under the UK Data Protection Act 2018 and any related Data Protection Legislation. In relation to all Services which are provided in the republic of Ireland, the term "personal data" shall have the meaning given under the Irish Data Protection Act 2018 and any related Data Protection Legislation

4. If there is any conflict, inconsistency or ambiguity between the Order Form and the Terms and Conditions, the Terms and Conditions shall prevail.



APPENDIX 3

THE SERVICES

- Listing of the Merchant profile on BookAShop System;
- Listing of the Merchant Retail Unit(s) on BookAShop System;
- Access to real-time booking system which enables BookAShop Customer's to book appointments at the Merchant's Retail Unit(s) in the Territory up to one (1) minute in advance of the appointment on a specific date and at a specific time at the applicable Retail Unit(s);
- Functionality to manage BookAShop Customer's real-time bookings through the BookAShop System [including, BookAShop's Customer's being able to amend Bookings up to ten (10) minutes on the same Working Day of the original Booking]



APPENDIX 4

SERVICE LEVEL AGREEMENT

1 SERVICE AVAILABILITY

- 1.1 BookAShop shall provide at least a ninety-five per cent. (95%) uptime service availability level for the BookAShop System excluding any maintenance which takes place in a Maintenance Window ("**Service Availability Level**").
- 1.2 The Service Availability Level refers to the BookAShop System, the Merchant's dashboard to control customer in-flow and exit per each of the Merchant's participating Retail Unit(s), and the Merchant's management dashboard for the Retail Unit(s) and any other hardware or software used by BookAShop in the provision of the Services.
- 1.3 The Service Availability Level does not include Maintenance Events as described at Clause 2.5 of Appendix 1, Merchant-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by third parties sub-contracted by BookAShop to perform the Services), or outages or disruptions attributable in whole or in part to Force Majeure Events within the meaning of Appendix 2.

2 AVAILABILITY MEASUREMENT

- 2.1 All measurements of uptime are performed at five (5) minute intervals and measure the availability of an availability test page within the BookAShop System within thirty (30) seconds. Availability measurement begins on the Commencement Date.
- 2.2 BookAShop will provide the Services and maintain availability of the BookAShop System at a level of ninety-five per cent. (95%) for each calendar month during the Term of the Agreement ("**Availability**").
- 2.3 BookAShop shall carry out and record the availability measurement which shall be based on the monthly average percentage availability, calculated at the end of each calendar month as the total actual uptime minutes divided by the total possible uptime minutes in the month. BookAShop shall make the availability measurement for a Maintenance Window available to the Merchant as soon as reasonably practicable after receipt of a written request from the Merchant.
- 2.4 For each one percent of Availability less than ninety-five point percent (95%) for any calendar month, Merchant, at its election will receive: (a) five (5) days of Services at no additional charge; or (b) a credit equal to the value of five (5) days of Services.

3 RESPONSE TIMES

- 3.1 If the Merchant reports a fault to BookAShop in respect of the BookAShop System by utilising the business center support button on the BookAShop System or by sending an email to support@bookashop.app (a "**Fault Report**"), BookAShop shall:
- (a) respond to the Fault Report within four (4) hours of receipt of any Fault Report received between 9am-5pm GMT from Monday to Friday; and
 - (b) use reasonable endeavours to rectify the fault as soon as practicable.



APPENDIX 5

DATA PROTECTION

[NOTE: To be discussed further]