

# Bracket

## Bracket Group's Terms and Conditions

### Introduction

These Terms and Conditions ("**Terms**") govern the use of the Platform and Services provided by Bracket Group Limited, a company registered in England and Wales under company number 15320604 whose registered office is at 3rd Floor, 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE ("**Bracket Group**" or "**we**"). By accessing or using the Platform and Services, you agree to be bound by these Terms.

### 1. Subscription

- 1.1. **Licence.** Bracket Group grants you a non-exclusive, non-transferable right to access and use the Platform, Services and Documentation for your internal business operations. You may not grant sublicences or otherwise make the Services available to third parties. This licence also permits Authorised Users to receive and use any supplementary software code or updates provided by Bracket Group.
- 1.2. **No affiliate use.** The licence provided under clause 1.1 is granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

### 2. Customer's obligations

- 2.1. **What the Customer shall do.** The Customer shall:
  - (a) provide Bracket Group with all necessary co-operation in relation to these Terms and all necessary access to such information as may be required by Bracket Group in order to provide the Services, including but not limited to Customer Data, security access information, configuration services and any other information reasonably requested by Bracket Group to complete the signup process. For the avoidance of doubt, the Customer grants Bracket Group a non-exclusive licence during the Term to use Customer Data for the purposes of providing the Services;
  - (b) ensure that all contact, email and name details used in connection with the Services are accurate and kept up to date during the term of this Agreement;
  - (c) without affecting its other obligations under these Terms, comply with all applicable laws and regulations with respect to its activities under these Terms;
  - (d) carry out all other Customer responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Bracket Group may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - (e) ensure that the Authorised Users use the Platform, Services and the Documentation in accordance with the terms and conditions of these Terms and shall be responsible for any Authorised User's breach of these Terms;
  - (f) obtain and shall maintain all necessary licences, rights, consents, and permissions necessary for Bracket Group, its contractors and agents to perform their obligations under these Terms, including without limitation the Services, and ensure Customer has obtained all required consents and given appropriate notices to upload personal data to the Platform (including through any AI functionality);
  - (g) ensure that its network, browser, equipment and systems comply with the relevant specifications provided by Bracket Group from time to time to use the Platform and Service;
  - (h) be, to the extent permitted by law and except as otherwise expressly provided in these Terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Bracket Group's data centres, and all problems, conditions, delays, delivery failures and all other loss or

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damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

- (i) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform, Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Bracket Group. Where an Authorised User misuses the Customer's account, the Customer shall be responsible for taking any remedial action to protect the account.

## 2.2. **What the Customer shall not do.** The Customer 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 these Terms:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, Services and/or Documentation (as applicable) in any form or media or by any means; or
  - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or the Services.
- (b) access all or any part of the Platform, Services and Documentation in order to build a product or service which competes with the Platform, Services and/or the Documentation;
- (c) use the Platform, Services and/or Documentation to provide services to third parties;
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform, Services and/or Documentation available to any third party except the Authorised Users;
- (e) attempt to obtain, or assist third parties in obtaining, access to the Platform, Services and/or Documentation, other than as provided under clause 1.1;
- (f) introduce or permit the introduction of any Virus or Vulnerability into the Platform, Services or Bracket Group's network and information systems.
- (g) in relation to the Authorised Users, permit access to the Services without first having ensured that each Authorised User shall keep a secure password for their use of the Platform, Services and Documentation, and that each Authorised User shall keep their password confidential;
- (h) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform and Services that:
  - (i) is unlawful, harmful, threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, menacing, scandalous, inflammatory,

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blasphemous, infringing, harassing, racially or ethnically offensive, or which may cause annoyance or inconvenience;

- (ii) you have not obtained all necessary licences, consents and/or approvals;
- (iii) facilitates illegal activity;
- (iv) depicts sexually explicit images;
- (v) promotes unlawful violence;
- (vi) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- (vii) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or
- (viii) is otherwise illegal or causes damage or injury to any person or property;
- (ix) consists of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, data concerning health, sexual orientation or genetic biometric data;

and Bracket Group reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 3.2.

### 3. Bracket Group's obligations

- 3.1. **Provide the Services.** Bracket Group shall, while the Services are provided, make available the Documentation to the Customer on and subject to the terms of the Term.
- 3.2. **Availability of the Services.** Bracket Group shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
  - (a) planned maintenance; and
  - (b) unscheduled maintenance performed outside Normal Business Hours, provided that Bracket Group has used reasonable endeavours to give the Customer notice in advance where possible.
- 3.3. **Support.** Bracket Group will, as part of the Services and at no additional cost to the Customer, provide the Customer with Bracket Group's standard customer support services during Normal Business Hours. The Customer may contact Bracket Group's support team via email at [panderson@bracket.co.uk](mailto:panderson@bracket.co.uk) or by mobile at +442039668312.
- 3.4. **Obtain permissions.** Bracket Group warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

### 4. Data protection

Each party will, at all times during the Term, comply with the Data Processing Agreement and Privacy Policy.

### 5. Third party providers

The Customer acknowledges that the Platform and Services 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. Bracket Group makes no representation, warranty 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, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction

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completed via any third-party website is between the Customer and the relevant third party, and not Bracket Group. Bracket Group recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Bracket Group does not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Platform and Services.

## 6. Bracket Group's disclaimers

- 6.1. Bracket Group does not warrant that:
  - (a) the Customer's use of the Platform and Services will be uninterrupted or error-free;
  - (b) that the Platform, Services, Documentation and/or the information obtained by the Customer through the Platform and Services will meet the Customer's requirements;
  - (c) the Platform and/or the Services will be free from Vulnerabilities or Viruses; or
  - (d) any third-party services accessed through the Platform and/or Services will perform as expected or meet the Customer's requirements.
- 6.2. Bracket Group 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 Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3. The Customer acknowledges and agrees that the Platform and Services may include the option to interact with AI functionality. This AI functionality uses emerging artificial intelligence technology and may produce output that is inaccurate, offensive, or inappropriate, and which does not represent the views of Bracket Group or its AI model provider. The Customer remains solely responsible for verifying the accuracy, suitability, and legality of any information or documents produced using AI functionality. Bracket Group shall have no liability whatsoever for any loss, damage, claim, cost, or liability arising out of or in connection with the Customer's reliance upon, or use of, any AI-generated output.
- 6.4. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Bracket Group shall be for Bracket Group to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Bracket Group. Bracket Group shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

## 7. Proprietary rights

- 7.1. The Customer acknowledges and agrees that Bracket Group and/or its licensors own all intellectual property rights in the Platform, Services, Documentation and Feedback. Except as expressly stated herein, these Terms do not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Platform, Services, Documentation and Feedback.
- 7.2. The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

## 8. Confidentiality

- 8.1. Each party agrees not to disclose the other party's confidential information to any third party, except where necessary to use or provide the Services, or where required by law.
- 8.2. Each party may disclose the other party's Confidential Information:
  - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or

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advisers to whom it discloses the other party's Confidential Information comply with this clause 9;

- (b) that was rightfully in the possession of the receiving party before the Effective Date of these Terms;
- (c) that is or becomes public knowledge (otherwise than as a result of a breach of these Terms); or
- (d) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## **9. Limitation of liability**

9.1. Except as expressly and specifically provided in these Terms:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Bracket Group shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Bracket Group by

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the Customer in connection with the Services, or any actions taken by Bracket Group at the Customer'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 Platform, Services and the Documentation are provided to the Customer on an "as is" basis.

9.2. Nothing in these Terms excludes the liability of Bracket Group:

- (a) for death or personal injury caused by Bracket Group's negligence; or
- (b) for fraud or fraudulent misrepresentation.

9.3. Bracket Group shall have no liability for any:

- (i) loss of profits (whether categorised as direct or indirect loss),
- (ii) loss of business,
- (iii) wasted expenditure,
- (iv) depletion of goodwill and/or similar losses,
- (v) wasted management or staff time,
- (vi) loss or corruption of data or information,
- (vii) inability to use the results or material of the Platform and Services; and
- (viii) any special, indirect or consequential loss, costs, damages, charges or expenses.

9.4. Nothing in the Agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Bracket Group's intellectual property rights.

## 10. Termination

10.1. Without affecting any other right or remedy available to it, either party may terminate the Agreement 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 and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

10.2. On termination of the Agreement for any reason:

- (a) all licences granted under these Terms shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- (b) each party shall return and make no further use of any Confidential Information, equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the

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Agreement which existed at or before the date of termination shall not be affected or prejudiced.

## 11. Other terms

11.1. **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 interpreted in accordance with the law of England and Wales.

11.2. **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).

## 12. Definitions and interpretation

12.1. The definitions and rules of interpretation in this clause apply in the Agreement.

**Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Platform, Services and the Documentation.

**Customer Data:** the data inputted by the Customer, Authorised Users, or Bracket Group on the Customer's behalf for the purpose of using the Platform and Services or facilitating the Customer's use of the Platform and Services.

**Services:** the subscription services provided by Bracket Group to the Customer under this Agreement via Bracket Group's Platform or any other website notified to the Customer by Bracket Group from time to time, as more particularly described in the Documentation.