

## **BOXLY LIMITED**

### **Standard Terms of Business Revision 1.5 May 2025**

Thank you for choosing Boxly. These Terms govern the use of all software services provided by Boxly, including beta tests and trials. Using our services amounts to acceptance of these Terms.

References to "you" and "yours" are to the Customer and references to "us", "we" or "ours" are references to Boxly Limited registered in Ireland under company number 676370 whose registered office is at Ardeen House, 10/11 Marine Terrace, Dun Laoghaire, County Dublin, Ireland.

#### **Definitions**

**Application:** the software application developed by us which is accessible via the internet, which we licence to you in accordance with these Terms.

**Business Day:** a day other than a Saturday, Sunday or Irish public holiday when banks in Dublin are open for business.

**Chatbot:** the software we develop for you which is integrated into your website and/or made available on the internet and enables visitors to your website to interact with it.

**Confidential Information:** means, in relation to a party, all information relating to that party, including all information concerning their business, products, services, systems, procedures and records (in whatever form, including in electronic format) of that party and its relationships with its customers and suppliers.

**Contract:** this contract between Boxly and the Customer for the supply of Services

**Customer Information:** the information relating to your business contained in the Application including but not limited to: Chatbot conversations, visitor numbers, sales enquiries and sales pipeline data

**Fee:** the fee for the Services as published on our Website from time to time

**Intellectual Property Rights:** copyrights, database rights, patents, rights to inventions, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Malicious Code:** code, files, scripts, agents or programs intended to do harm, including but not limited to viruses, worms, time bombs and Trojans.

**Services:** the services supplied by us to you including the provision of access to the Application, the creation and deployment of the Chatbot, and all related and ancillary services including maintenance and support.

**User:** an individual who is authorised by you to use the Services and/or to whom you (or we at your request) have supplied a user identification and password. Users may include employees, consultants, contractors and agents and selected third parties.

**User Licence:** our terms of use applicable to Users in relation to the Application

**Website:** our website via which you may access the Application

## 1. Construction

In this Contract, the following rules apply: (a) a reference to a party includes its personal representatives, successors or permitted assignees, such as full-time and contracted staff; (b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted; (c) and a reference to writing or written includes e-mail.

## 2. Commencement and Termination of Contract

- a. The Contract between us is formed on your acceptance of these terms, and can be terminated by you at any time on 30 days notice by email to [accounts@boxly.ai](mailto:accounts@boxly.ai)
- b. We can terminate this Contract at any time without notice if you fail to pay any amount due to us under it, or at any other time on 30 days notice.
- c. We shall supply the Services to you materially in accordance with this Contract but we reserve the right to make any changes to the Services and the Application we deem necessary or desirable.

## 3. Use of the Services and Your obligations

- a. Users shall be the only users of the Application and the Services, and Users must access the Application solely for your benefit.
- b. All Users must:
  - i. accept the terms of the User Licence
  - ii. have authorisation from you to access and use the Application;
  - iii. complete the registration process, and keep such registration information up to date during this Contract
- c. You are responsible for all damage and losses arising as a result of Users' access to and use of the Application and Services until you notify us in accordance with

Section 4.d. Any breach of this Contract by any User will be deemed to be a breach of this Contract by you, and you will be liable for any losses arising.

- d. You shall notify us as soon as reasonably possible if you become aware of any unauthorised use of the whole or any part of the Application by any of your Users, employees, contractors or officers, or anyone else.
- e. You will not and ensure the Users do not:
  - i. make any or all of the Services or Application available to, or use any or all of the Services for the benefit of, anyone other than you;
  - ii. sell, re-sell, licence, sub-licence, rent, lease or assign any or all of the Services outside of your organisation;
  - iii. use any or all of the Services to store or transmit material which may be defamatory, tortious, or may infringe third party rights including in relation to privacy;
  - iv. intentionally use any or all of the Services to store or transmit Malicious Code;
  - v. intentionally interfere with or disrupt the integrity of performance of the Application or the Services;
  - vi. permit direct or indirect access to or use of any or all of the Services in a way that may circumvent a contractual usage limit;
  - vii. copy the Application or any part, feature, function or user interface thereof;
  - viii. access or use any or all of the Application or Services in order to build a competitive product or service for sale to third parties, or reverse engineer the Application or Services.
- f. If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you we will notify you but may suspend performance of the Services until the default is remedied, and we shall not be liable for any costs or losses incurred by you.

#### **4. Our obligations to you**

We represent and warrant to you:

- a. that the Application will be available to you and the Services will be provided using reasonable care and diligence and in an effective, timely, professional and workmanlike manner in accordance with applicable industry standards and practices;
- b. that the Services and Application will be available not less than 95% of the time each calendar month as measured on a 24\*7 basis, save for planned downtime (of which we shall give a minimum of 48-hours' notice) and any unavailability caused by circumstances outside of our control;
- c. that we will take reasonable steps and implement industry standard measures to maintain administrative, physical, and technical safeguards to protect Customer Information, which will be stored securely in accordance with our data security and information governance protocols, further information on which is available on request;

- d. that the Chatbot and Application do not and will not contain any Malicious Code
- e. that the Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations; and
- f. we have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with its performance under this Contract and to grant You the rights granted hereunder; and none of the Services, nor any portion thereof, nor their use as contemplated under this Contract, do or will infringe, violate, trespass or in any manner contravene or breach any patent, copyright, trademark, licence or other property or proprietary right or constitute the unauthorised use or misappropriation of any trade secret of any third party.

## **5. Charges and payment**

- a. We shall invoice you the Fee monthly in advance, from the date on which you first accept these terms and complete the registration process.
- b. You shall pay the Fee by monthly direct debit or by payment card, and within 7 days of receiving our invoice.
- c. If payment is late by more than 7 days, we shall suspend the operation of the Chatbot and access to the Application, until payment is made.
- d. We may review the Fee at any time, and changes will be notified to you at least 30 days before becoming effective.

## **6. Intellectual property rights**

- a. The Application, the Chatbot and all Intellectual Property Rights contained in or used by the same, and all other materials provided by us and accessible to you and the Users are and will remain our exclusive property or that of any of our licensors, as applicable. You have only a limited and temporary right to use the Application and Chatbot in accordance with the terms of this Contract. Neither you nor your Users shall challenge or contest the rights to or ownership of the Application or Chatbot or otherwise attempt to assert any proprietary rights in either.
- b. Where the Application or Chatbot are specifically amended, configured or developed to meet your specific needs or at your suggestion or in response to your experience of the Application or Chatbot, all Intellectual Property Rights in the enhancement or addition shall become our property.
- c. Any designations and proprietary notices placed on the Application or Chatbot shall not be removed or altered and we assert all moral rights to be identified as the author of the works.

- d. The Application may include elements subject to various “open source” licenses and/or third-party licenses and is made available pursuant to the terms of those licenses without warranty of any kind, including express or implied warranties or warranties of merchantability or fitness for a particular purpose.
- e. You are and will remain the owner or licensee of the Customer Information with full power and authority to use it as you wish. You hereby license the Customer Information to us to use the Customer Information for the sole purposes of this Contract. This Contract does not grant us any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the Customer Information.

## 7. Confidentiality & Data

- a. Each party shall safeguard and keep confidential all Confidential Information that it may acquire in relation to the business or affairs of the other party. Neither party shall use or disclose the other party's Confidential Information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under the Contract. Each party shall ensure that its officers and employees and any other persons to whom the Confidential Information is disclosed comply with the provisions of this clause.
- b. The obligations of confidentiality set out above shall not apply to any information to the extent that such information: (a) is publicly available or becomes publicly available through no act or omission of the party or (b) is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority.
- c. We shall follow our archiving procedures for Customer Information. In the event of any loss or damage to Customer Information, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Customer Information from the latest back-up of such Customer Information maintained by us in accordance with our archiving procedure. We shall use reasonable skill, care and diligence to preserve the Customer Information, but subject to that, shall not be responsible for any loss, destruction, alteration or disclosure of Customer Information caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Information maintenance and back-up).
- d. In providing the Services and access to the Application, we shall comply with any and all applicable data protection regulations and with our Privacy and Security Policy available at [www.boxly.ai](http://www.boxly.ai).
- e. If we process any personal data on your behalf when performing our obligations under this Contract, the parties record their intention that you shall be the data controller and we shall be a data processor and in any such case:
  - i. you acknowledge and agree that the personal data shall be stored within the EU but may be accessed or processed in accordance with applicable legislation outside the EU in order to provide access to the Application, and

- perform the Services and our other obligations under this Agreement;
- ii. you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with this Agreement on your behalf;
- iii. you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- iv. we shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by you from time to time.

f. The parties acknowledge that a breach of Section 6 (Intellectual Property Rights) or Section 7 (Confidentiality & Data) may cause irreparable harm for which monetary damages may not be an adequate remedy. Accordingly, either party shall be entitled to seek injunctive relief (including interim or interlocutory relief) in any jurisdiction to prevent or remedy such a breach, in addition to any other remedies available at law or in equity.

g. Upon termination of this Contract, or at the written request of either party, the other party shall promptly return or securely delete all documents and materials containing Confidential Information of the requesting party, except to the extent retention is required for legal, regulatory, or internal audit purposes. Where deletion is required, the receiving party shall confirm in writing that such deletion has taken place, subject to any limitations arising from system backups or disaster recovery protocols.

## 8. Limitation of liability

- a. Subject to the other terms of this Contract, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Fees paid by you to us in the 12-month period preceding the event giving rise to the claim.
- b. In no event will either party have any liability to the other party for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort.
- c. We warrant that the usage by you of the Application and Chatbot in accordance with the terms of this Contract shall not infringe the Intellectual Property Rights of any third party. We warrant that we shall keep the Customer Information confidential and shall prevent the unauthorised use or disclosure of the same, in accordance with section 7 above. In the event that we commit any breach of the warranties in this section 9(c), we shall indemnify you for all losses arising therefrom, subject to an aggregate limit of liability of £100,000.
- d. We will not be liable for the performance of our Application in the event the performance of the Application has been intentionally interfered with by any third party.

## 9. Termination or Suspension

- a. Without limiting any other rights or remedies, either party may terminate the Contract with immediate effect by giving written/email notice if the other: (a)

commits a material breach of any term of the Contract; (b) repeatedly breaches any of the terms of the Contract despite being given written notice to comply (c) is unable to perform its obligations as a result of force majeure or (d) suspends, or threaten to suspend, payment of its debts or is unable to pay its debts as they fall due or admit inability to pay its debts or (being a company or limited liability partnership) are deemed unable to pay its debts within the meaning of Section 570 of the Companies Act 2014.

- b. Upon request by you made within 30 days after the effective date of termination of the Contract (as the case may be), we shall make your Customer Information available to you for export or download for a period of 60 days after termination. After this period, a charge may be made for accessing and retrieving Customer Information.
- c. Suspension of Services is not supported. Accounts are either active or terminated in accordance with this Contract.
- d. The obligations set forth in Section 6 (Intellectual Property Rights), Section 7 (Confidentiality), and Section 8 (Limitation of Liability/Indemnity) shall survive termination or expiration of the Contract.

## **10. General**

- a. Neither party may assign or transfer or deal with its interest under this Contract in any way.
- b. Any notice or other formal communication given to a party under or in connection with the Contract shall be in writing or email, addressed to that party at its registered office and sent by pre-paid first class post or other next working day delivery service, and shall be deemed received two days after sending.
- c. If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- d. A waiver or variation of any term of this Contract is only effective if it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy provided under Contract or by law shall constitute a waiver of that right or remedy.
- e. Nothing in the Contract creates any partnership or joint venture between the parties, nor shall either party have authority to act as agent for, or to bind, the other party in any way.
- f. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- g. This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all prior discussions, understandings and agreements between the parties.
- h. This Contract shall be governed by and construed in accordance with the law of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland.