# 2BUY2.COM LIMITED – TERMS AND CONDITIONS – EDUCATION BUYING

**1. Who we are**

1.1 This service is operated by 2buy2.com Limited ("**we**", "**us**" or "**our**"). We are a company registered in England and Wales under company number 06925506 and have our registered office at c/o The Gate, Keppoch Street, Roath, Cardiff CF24 3JW References to us in these terms also includes our group companies from time to time.

1.2 We own the website at www.educationbuying.com and all associated web pages, mobile applications or other software applications (together the "**Site**").

1.3 1.3 References in these T&Cs to a "Third Party" mean any person, firm, company, portal, platform, framework, sourcing cloud, tendering system or other system or body which is not owned or controlled by us, regardless of whether it is engaged, contracted with, subscribed to or accessed by us, you, or another provider (including, for the avoidance of doubt, any such body engaged, contracted with or controlled by you, such as a supplier, framework operator or their tendering or sourcing system, and any such system used by a subcontractor engaged by us). References to a "Third Party System" mean any tendering portal, sourcing cloud, e-procurement system, framework, database, IT system or software platform which is not owned or controlled by us and which we or you use, access or rely upon (whether directly or indirectly) in connection with the Services. References to "Third Party Dependency" mean any circumstance in which the proper and timely provision of the Site and/or Services (or any part of them) is or becomes dependent upon the availability, performance, functionality or accuracy of any Third Party System, or upon any act, omission, delay, error, failure or refusal of any Third Party (including failure to grant, or to correctly configure, any required access, membership, permission, credential or approval, such as being incorrectly configured as a supplier rather than a buyer, or vice versa). For the avoidance of doubt, nothing in this clause 1.3 affects our responsibility for the performance of the Services by any subcontractor we engage, save to the extent any shortfall in that performance results from a Third Party Dependency beyond our reasonable control.

**2. These terms and conditions**

2.1 These terms and conditions, together with any other documents, notices or policies referred to in them (together these "**T&Cs**"), relate to the services and materials we make available to the customers listed in clause 2.2 below. Our services and materials (together our "**Services**") are described more fully in clause 5 below.

2.2 These T&Cs apply to any organisation which is an Education Establishment (including any corporate or unincorporated body) which has registered and/or subscribed to use our Services via the Site ("**Customer(s)**", "**you**" or "**your**"). "**Education Establishments**" means schools, academies, Multiple- Multi-Academy Trusts (MATs), children's centres, online providers, colleges and universities.

2.3 Provided you are a Customer, and subject to your compliance with these T&Cs, we hereby grant to you a non-transferable, non-exclusive, revocable licence to use the Site and the Services to the extent necessary for you to receive the benefit of them in accordance with these T&Cs.

2.4 Your use of the Site and the Services is also subject to our Privacy Notice and Cookie Policy available at www.2buy2.com/privacy-policy (our "**Privacy Notice**"). If there is any conflict between these T&Cs and our Privacy Notice, these T&Cs shall take precedence.

2.5 By accessing or using our Site or purchasing Services from us you agree to be legally bound by, and comply with, these T&Cs and our Privacy Notice, as applicable. If you do not agree with or accept any of these terms, you should stop using the Site and our Services immediately. If you have any questions about our T&Cs, please let us know as soon as possible using the contact details above or at help@educationbuying.com.

2.6 We may update these T&Cs from time to time in accordance with clause 15 below.

**3. Using the Site and Services and restrictions on use**

3.1 We permit you to use the Site and the Services only in accordance with these T&Cs (and any documents referred to here). Use of the Site or the Services in any other way, including in contravention of any restriction on use set out in these T&Cs, is not permitted. If you do not agree with the applicable terms, you may not use the Site or the Services.

3.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site and/or the Services.

3.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

3.4 As a condition of your use of the Site, you agree:

3.4.1 not to use the Site to carry out or promote any activity that is unlawful in any way under any applicable law; and

3.4.2 not to use the Site for any purpose that is prohibited by these T&Cs.

3.5 In addition, your right to use the Site does not permit you to attempt to decompile (as defined in section 50B of the Copyright, Designs and Patents Act 1988) the underlying software (or any part of it) that is used in or to provide the Site, or to observe, study or test the functioning of the underlying software (or any part of it) that is used in or to provide the Site, except and only to the extent that such restrictions are prohibited pursuant to section 50B of the Copyright, Designs and Patents Act 1988.

3.6 We may prevent or suspend your access to the Site and/or the Services if you do not comply with any part of these T&Cs, any terms or policies to which they refer, or any applicable law.

**4. Accounts and account information**

4.1 In order to use certain features of the Site or access certain Services you are required to register. Once your application for registration is approved you can create and manage an account on the Site (an "**Account**"). Accounts may be created on the Site by you choosing, or being provided with, a user identification code, password or other piece(s) of information as part of our security procedures ("**Account Information**") to set up and manage your Account.

4.2 You agree that you are solely responsible for keeping your Account Information confidential. If you know of or suspect any unauthorised use of your Account Information you must promptly notify us by email to help@educationbuying.com.

4.3 You acknowledge and agree that you are responsible for all activity carried out on the Site through your Account, and that you will be liable to us for any reasonable costs and expenses incurred by us as a result of any breach of these T&Cs committed through your Account.

4.4 If you open an Account, you represent and warrant that you are authorised to grant all rights and licences provided for in these T&Cs and to bind the Customer to these T&Cs accordingly, including all obligations set out in them.

4.5 We reserve the right to monitor Account usage for the purpose of (among others) ensuring compliance with these T&Cs. We may also instruct third parties to conduct such monitoring on our behalf. If any monitoring reveals that any Account Information has been wrongfully used or disclosed in breach of these T&Cs, we reserve the right, in our sole discretion and without delay, to disable your Account and restrict your access to the Site and/or the Services.

4.6 We may allow you to open subsidiary accounts ("**Supplier Accounts**") within your Account, for example so you can contract directly with suppliers. If you open a Supplier Account, you will be fully responsible for all transactions entered into or conducted through your Supplier Account and we shall have no liability in respect of such transactions.

4.7 Subject to clause 4.6 above, we may from time to time provide customer services support to you in accordance with these terms to help you try to resolve difficulties with suppliers, including difficulties arising under Supplier Account transactions.

4.8 If you are a Multi-Academy Trust (MAT) or any other type of organization managing multiple Education Establishments under your Account, we may allow you to create and manage sub-accounts for individual Education Establishments or users (referred to as "**Sub-Accounts**"). It is your responsibility to:

4.8.1 manage access to your Account and any associated Sub-Accounts, including inviting new users, setting appropriate permissions, and ensuring that only authorized personnel have access;

4.8.2 ensure that user accounts are deactivated or deleted when staff members leave or no longer require access to the portal; and

4.8.3 regularly review and update the permissions and roles assigned to users to ensure they reflect current responsibilities and organizational structure.

You can either manage these changes through the Account settings or contact us directly at help@educationbuying.com to request the removal of user access. We will not be liable for any unauthorized access to your Account or Sub-Accounts, nor for any data loss or breach resulting from your failure to manage account access. The responsibility for controlling access to your data, including removing users who no longer require access, rests entirely with you.

**5. Our Services**

5.1 We make the Services available on a registration or subscription basis in accordance with this clause 5 and clauses 6 and 8 below.

5.2 General Overview - We provide a variety of Services for Education Establishments through our Site, enabling access to purchasing frameworks, contract management tools, and other resources. These Services are designed to streamline the procurement process and help you manage your contracts effectively.

5.3 Free-to-Access Services - Currently, the Site offers various free-to-access Services, including tools such as the purchasing frameworks/Dynamic Purchasing Systems and contract register tool. Access to these core services is provided at no cost, and Education Establishments can freely register to use these features.

5.4 Future Paid Services and Premium Features - While the Site's basic features are free, we may, from time to time, introduce premium tools or services that will be available on a paid or subscription basis. These premium features may include, but are not limited to, AI-enhanced tools (e.g., AI-driven contract analysis or recommendations) and advanced contract management functionalities. Should you choose to opt into such Services, you will be required to agree to any additional terms and pay any associated fees.

5.5 Subscription Fees - If you choose to access any of these future premium features, the subscription fees and payment terms will be clearly outlined at the time of registration for those Services. These fees will be charged in accordance with the terms set out during the subscription process, and failure to pay may result in the suspension or termination of access to the premium features. Any subscription fees will be charged in accordance with the terms outlined at the point of purchase.

5.6 Full details of our Services are available at www.educationbuying.com/services. Our Services may change from time to time so please check the above link to make sure you are aware of the Services we offer.

5.7 Where the Services include giving access to third party suppliers' goods and/or services, you agree that we shall be acting as your agent for the purposes of procuring such access, however our role shall be limited to:

5.7.1 making introductions to such third-party suppliers; and

5.7.2 providing copies of the applicable vetted contractual terms,

and any contract which is subsequently negotiated and/or entered into between you and such third-party supplier shall be a separate matter as between you and them and we shall not have any authority under these T&Cs to:

5.8 For the avoidance of doubt, a third-party supplier or Framework Contract provider introduced to you in accordance with this clause 5 (including any such provider you become a direct member or customer of, and including any tendering portal or sourcing cloud operated by such a provider) is not our subcontractor or agent, and does not act on our behalf. We shall have no responsibility for the acts, omissions, availability, performance or non-performance of any such third-party supplier or provider, or of any Third Party System operated by them, except to the extent expressly stated in these T&Cs.

5.9 Where any Services are or may be subject to a Third Party Dependency (whether because we use a Third Party System to deliver the Services, or because you are required to access or use a Third Party framework, portal or provider, including under a Framework Contract or Dynamic Purchasing System), you shall, at your own cost and in a timely manner: (a) obtain and maintain all memberships, registrations, subscriptions, access rights, credentials, permissions and approvals required for you (and, where applicable, us) to use the relevant Third Party System or otherwise engage with the relevant Third Party; (b) ensure any such access, membership or permission is correctly configured, including where you or any Sub-Account holder need to be set up with a specific role or level of access (for example, as a buyer rather than a supplier); and (c) promptly notify us and, where relevant, the Third Party, of any known or anticipated difficulty in obtaining or maintaining such access, membership or permission.

5.10 Without prejudice to clause 5.9, where the Services (or any part of them) require you, or any Sub-Account holder, to have obtained and correctly

configured access, membership or permission in relation to a Third Party System or Third Party (including under a Framework Contract or Dynamic Purchasing System), that access, membership or permission being correctly in place is a condition precedent to our obligation to start or continue providing the affected Services, and we shall not be obliged to start or continue providing the affected Services until we are reasonably satisfied that the condition precedent has been satisfied.

5.10.1 obtain orders from; or

5.3.4 negotiate, enter into or conclude contracts with any such third-party supplier on your behalf.

5.11 We shall ensure that all of our third party suppliers have satisfied applicable tender terms and conditions (copies of which we can provide on request), however an introduction to a third party supplier in accordance with these T&Cs does not otherwise imply any endorsement on our part of such supplier or their goods or services and should not be relied on as such. If you have any concerns about a particular introduction, we recommend you obtain appropriate professional or specialist advice before you take, or refrain from taking, any action following an introduction made in accordance with these T&Cs. Please be aware that we are not qualified to provide professional technical, accounting or legal advice.

5.12 The use of 'Framework Contracts' may be subject to additional criteria. For example:

5.12.1 if you are a public 'contracting authority' as defined in the Public Contract Regulations 2015 Procurement Act 2023 (as amended, extended, re- enacted or consolidated from time to time) ("**PCR 2015**")or the Procurement Act 2023 (as amended, extended, re- enacted or consolidated from time to time) ("**PA 2023**"), or in any subordinate legislation made thereunder from time to time, you may be legally required to use certain third-party framework contracts that are awarded in accordance with the requirements of the PCR 2015 or the PA 2023 and accessible through our buying groups; and

5.12.2 if you are not a public 'contracting authority' you may use PCR 2015 or PA 2023-compliant contracts in some circumstances but there may also be situations where you are not entitled or eligible to do so (for example because the specific terms of the contract forbid this).

5.13 We will endeavour to provide relevant information about criteria and eligibility for 'Framework Contracts' as applicable in each case. It is your responsibility to check whether you satisfy the criteria for a particular contract. If you do not satisfy the applicable criteria for a contract, then you should not use that contract. If there is uncertainty concerning your eligibility, then we reserve the right to ask you to provide additional information to confirm your eligibility before we allow you to access the relevant 'Framework Contracts'.

5.14 We shall have no liability to you if we have provided reasonably sufficient information stating that you are not eligible to use a particular contract and you nonetheless ignore such information and use that contract.

5.15 We provide tools to assist you with managing contracts and purchasing frameworks. However, the management, storage, and backup of your data remains your sole responsibility. We recommend that you regularly back up any data entered into the system to prevent loss of critical information.

**6. Registering and purchasing a subscription and subscription renewal**

6.1 We make the Services available on a registration and subscription basis. Details of our latest Services and plan packages are available at www.educationbuying.com/services. You can apply to register for free and, once your registration has been approved and you have created an Account, you can access the Services. Once you have an Account, you can apply for a subscription through your Account. You are also able to register and subscribe for paid Services at the same time if you are a new applicant. If you sign up for a subscription and we accept your application under this clause 6, we will continue to make the Services for which you have subscribed available to you until your subscription is:

6.1.1 ended and we are unable to automatically renew; or

6.1.2 cancelled in accordance with these T&Cs.

6.2 You will be required to confirm your acceptance to our T&Cs when you apply to register.

6.3 If we accept your application for a registration and/or subscription, we will email you to confirm this.

6.4 Subscriptions purchased through the Site will renew automatically at the end of each subscription period unless you email us to give us notice that you wish to cancel your subscription. To ensure we can receive and process your cancellation request promptly please email it to finance@2buy2.com. Cancellations will be effective from the end of the current subscription period. This notice must be received by us at least one (1) month before the end of your current subscription period.

6.5 We reserve the right, at our discretion, not to accept an application for a registration or subscription. This may be due to technical constraints, because you are not eligible to use the Services for which you have applied, your use of the Site and/or our Services has previously been suspended or stopped, or for any other reason. If we do not accept your application for registration, then no legally binding contract will exist between us. We will not be obliged to provide the Services or access to the Site to you.

**7. Telephone purchases**

7.1 In some circumstances it may be necessary for you to contact us by telephone rather than through the Site, for example if you wish to create an Account with us by telephone. If you do sign up for an Account with us by telephone rather than through the Site, then the terms in this clause 7 will apply to you.

7.2 If you apply to register and/or a subscription for an Account by telephone, we will:

7.2.1 Guide you through the process as required during the telephone call, including taking your details and providing you with key information about our Site and Services as required for the purposes of setting up your Account and/or applying for a subscription;

7.2.2 Confirm verbally that your Account and your use of the Site through it and of the Services will be subject to these T&Cs and, in the case of an application for registration, provide you with a summary of key points from these T&Cs (including your cancellation rights under clause 7.3 below); and

7.2.3 Email you by 9am on the second working day after our telephone call with you to:

(a) Confirm your Account and/or subscription details;

(b) Provide you with a copy of our then current T&Cs; and

(c) Confirm your cancellation rights under clause 7.3 below.

7.3 We acknowledge that if you apply to register for an Account and/or for a subscription by telephone then you may not have had an opportunity to view our T&Cs before signing up. As a result, if you apply to register for an Account and/or for a subscription by telephone then, subject to clause 7.4 below, you may cancel your contract with us within 14 calendar days after the date of our confirmation email referred to in clause 7.2.3 above. You can do so by contacting us using the details at www.2buy2.com/contact-us. If you do so then, subject to clause 7.4 below, in relation to a subscription, you will be entitled to a full refund of any fees you have paid to us. Refunds will be made without undue delay using the same means of payment as those used by you for the initial transaction (if possible).

7.4 If within the 14-calendar day cancellation period:

7.4.1 you do not cancel your contract with us under clause 7.3; or

7.4.2 you access the Site and/or use the Services,

you will be deemed to have accepted these T&Cs and you will lose your right to cancel your contract with us under clause 7.3.

**8. Fees and payment**

8.1 If you purchase any goods or services through our supplier framework contracts, we will receive commission income from the suppliers for your use of our framework contracts with them.

8.2 If we assist you in accessing our supplier framework contracts by providing “free” consultancy and you do not award a contract for any reason, we reserve the right to charge you for time and materials incurred.

8.3 Subscription fees are charged and payable in advance according to your applicable subscription plan. Details of our plans and prices and the ways you can pay are available at the point of subscription.

8.4 Our fees are in pounds sterling (£) (GBP) and, unless stated otherwise, are exclusive of VAT, sales or other taxes that may apply from time to time.

8.5 You will be charged once we have approved your application for the applicable subscription plan. It is your responsibility to ensure that you have provided us with complete and accurate billing information for paying the subscription fees. We shall be entitled to retain your billing information and use it to take payment from you as and when subscription fees become due during the term of your subscription, or on renewal of your subscription in accordance with clause 6.4.

8.6 Time of payment is of the essence. If you fail to pay the subscription fees or if we are unable to take payment using the billing information you have provided by the applicable billing date, then:

8.6.1 we may, without limiting our other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment; and

8.6.2 we shall be under no obligation to provide the Services to you and will have the right to disable your Account and restrict or remove your access to the Site and the Services, and we will have no liability to you for any loss or damage arising as a result of any action we take under this clause 8 following your failure to pay our fees.

8.7 We may increase the subscription fees for future subscription periods at any time by giving you notice in writing (which may be by email). We will give you such notice at least two (2) months before the billing date upon which the proposed fee increase shall apply (the "**Increase Date**"). You must notify us at least one (1) month before the Increase Date if you object to this increase. If so, your current subscription will end on the Increase Date.

8.8 Notwithstanding clause 8.6, we may increase the subscription fees with immediate effect by giving you notice in writing (which may be by email) where there is an increase in the direct cost to us of supplying the relevant Services which exceeds 5% and which is due to any factor beyond our reasonable control.

8.9 If you amend and/or upgrade your subscription and/or your Account we shall be entitled to charge you additional subscription fees relating to any new or upgraded Services that you have signed up to receive, for example if you have extended your subscription to cover more sites. Any change to your applicable subscription fees shall take effect immediately from the time of your upgrade or amendment (as applicable) and we shall be entitled to take or receive payment accordingly in accordance with this clause 8.

8.10 We will do all that we reasonably can to ensure that all of the information you give us when paying for Services is secure. However, in the absence of negligence on our part, we will not be legally responsible to you for any loss that you may suffer if a third-party gains unauthorised access to any information that you give us.

**9. Cancellation/termination by you**

9.1 When we agree to provide the Services to you, we will do so subject to the following:

9.1.1 you may cancel your subscription under clauses 6.4, 7.3 or 8.6 above or clauses 13 or 15 below; and

9.1.2 you may cancel your subscription immediately at any time by giving us written notice (i.e. by post or email to finance@2buy2.com) if we commit a material breach of any of our obligations under these T&Cs and, if that breach is capable of remedy, we have failed to remedy that breach within 28 days after receiving written notice from you requiring us to remedy that breach.

9.2 Subject to Section 9.3 if you cancel your subscription, or your subscription ends and we are unable to automatically renew it, you will still retain your account as a registered member. In these circumstances Services we provide free of charge will remain available to you. You can cancel your registration at any time by giving us written notice by post or by emailing help@educationbuying.com. Your registration details will then be deleted from our records.

9.3 We may be unable to cancel your registration if you are still in a contract arranged with any of our suppliers by using our Services. Your registration details will be retained until they are no longer required to enable us to fulfil our obligations under the terms of the contract.

9.4 If your subscription ends or is terminated this will not affect our right to receive any money which you owe to us under these T&Cs. No refund will be made of any subscription fees already paid by you unless we agree otherwise in writing (including email).

**10. Termination by us**

10.1 We may terminate your registration or subscription immediately at any time by giving you notice in writing (including email) if you commit a material breach of any of your obligations under these T&Cs and, if that breach is capable of remedy, you have failed to remedy that breach within 28 days after receiving written notice (including by email) from us requiring you to remedy that breach.

10.2 We may also terminate your subscription with us immediately if you are subject to an "**Insolvency Event**", meaning an event where you are unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or an order is made or a resolution passed for your administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of your assets or you enter into or propose any composition or arrangement with your creditors generally or any analogous event occurs in any applicable jurisdiction.

10.3 If we terminate your subscription under this clause 10 your right to access the Site and the Services under these T&Cs shall terminate immediately, you will not be entitled to a refund, and termination will not affect our right to receive any money which you owe to us under these T&Cs.

**11. Warranties**

11.1 You acknowledge and agree that: we are not and cannot be aware of the extent of any potential losses (of whatever nature) resulting from any failure by us to carry out our obligations under these T&Cs; your use of the Site is dependent on the reliability of the Internet and your use of your own computer system to access the Site; the Site and the Services have not been prepared to meet your individual

requirements and they cannot be tested in every operating environment so as to produce outcomes which are error free or operate without interruption; and it is your responsibility to ensure the facilities and functions of the Site and the Services meet your requirements.

11.2 Subject to clause 11.1, we shall use commercially reasonable efforts to ensure that the Services are provided with the degree of skill, care, prudence, efficiency, foresight and timeliness as would be reasonably expected of somebody in our position providing services similar to the Services.

11.3 Although we try to keep disruptions to a minimum, we do not warrant or represent that the Site (or the Services or any of them, if applicable) shall be uninterrupted or error free, entirely secure, virus free, or interoperable with third party software or equipment. We may suspend the Site or the Services from time to time to carry out maintenance and support work, and to investigate any unauthorised use in accordance with these T&Cs.

11.4 Save to the extent that any exclusion is prohibited or restricted by law (including applicable consumer protection laws), no other representations, warranties or conditions, whether express or implied, beyond those set out in these T&Cs are given or assumed by us in respect of the Site or Services. Any such representations, warranties or conditions are hereby excluded to the fullest extent permitted by law. This does not affect your statutory rights.

11.5 Any warranties we do give are subject to you using the Site and Services in compliance with these T&Cs, and we shall not be liable under them for, or required to remedy, any problem arising from any defect or error caused by any use by you which is contrary to these T&Cs.

**12. Compliance with applicable law**

12.1 **References in these T&Cs to "Applicable Law**" mean any and all applicable laws, statutes, orders, rules, treaties, decree, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under or to be made under any statute, any exercises of the royal prerogative and codes of conduct and regulatory rules or guidelines, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the relevant circumstances.

12.2 We shall provide the Services in accordance with Applicable Law to the extent that such Applicable Law is general in nature or which affects or relates to a supply of services that are the same or similar to the Services.

12.3 You shall use the Site and Services in accordance with Applicable Law to the extent that such Applicable Law is relevant to you. You shall be solely responsible for your own compliance with Applicable Law, including the PCR 2015 and PA 2023.

**13. Events beyond our control**

13.1 Our provision of the Site and/or Services might be affected by events or circumstances beyond our reasonable control, including (but not limited to) breakdown of systems or network access; strikes, lockouts or other industrial disputes; or flood, fire, explosion, accident or natural disaster. If so, there might be a delay before we can start/restart the Site and/or Services.

13.2 Without limiting the generality of clause 13.1, events or circumstances beyond our reasonable control specifically include a Third Party Dependency, whether: (a) affecting a Third Party System which we ourselves use to make the Site or Services available (such as any tendering portal, sourcing cloud or platform we use); or (b) affecting a Third Party framework, portal, provider or access arrangement (including any Framework Contract or Dynamic Purchasing System provider) which you use or are required to use, and which has not been appointed or subcontracted by us, whether or not we have recommended, signposted or introduced you to it.

13.3 We will make reasonable efforts to limit the effect of any of these events and will do our best to keep you informed of the circumstances so we can restart the Site and/or Services as soon as these events have been rectified.

13.4 Notwithstanding the above clauses, we shall have no liability to you whether for any breach of these T&Cs or otherwise caused by any event or circumstance beyond our reasonable control, including any loss of data, contracts, or any other materials inputted by you. However, if such an event or circumstance prevents us from making the Site or the Services available to you for a continuous period of more than thirty (30) days, if you have a subscription, you may cancel your subscription by giving us written notice of your intention to do so by post to 2buy2.com,The Gate, Keppoch Street, Roath, Cardiff CF24 3JW or email to finance@2buy2.com.

13.5 Where a Third Party Dependency described in clause 13.2(b) continues for a continuous period of more than 30 days after we first notify you of it, we may suspend the affected Services by written notice to you for so long as that Third Party Dependency continues, in addition to any right to cancel a subscription under clause 13.4. Any such suspension or cancellation shall not affect our entitlement to any subscription fees, or fees for time and materials properly incurred (including under clause 8.2), prior to the suspension or cancellation, which you shall remain liable to pay.

**14. Disclaimer and limits on our liability**

14.1 **<u>This section restricts the extent to which we are liable for any losses which may be suffered by you in connection with your use of the Site and/or Services.</u>**

14.2 Any general information placed on the Site by us or on our behalf is provided for general information purposes only. Unless expressly stated otherwise on the Site or in our T&Cs, such general information does not, and is not intended to, constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of any information on our Site which is general in nature.

14.3 We shall not be liable for any failure by you to comply with Applicable Law, including the PCR 2015 and the PA 2023. Any report, statement or similar or related document we prepare and/or provide to you through the Site and/or as part of the Services which is based on information you have provided to us is reliant upon such information and it is your responsibility to ensure that any such information provided to us is accurate in all material respects. We shall not be liable for any errors or omissions in such documents to the extent that they result from us being provided with erroneous or missing information. No report, statement or similar or related document or related oral statement that we provide to you shall constitute technical, financial, legal or any other type of advice unless expressly stated otherwise therein or expressly indicated as such. If you have any concerns about such documents or statements, please let us know. You are welcome to obtain professional or specialist advice before taking, or refraining from, any action on the basis of any such document or statement we provide to you if you wish.

14.4 Nothing in these T&Cs excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent

misrepresentation, or any other liability that cannot be lawfully excluded or limited.

14.5 Subject to clause 14.4, and without limiting the generality of clause 14.6, we shall not be liable to you for any delay, failure, reduced performance, additional cost or other loss arising from or in connection with a Third Party Dependency, except to the extent caused by our breach of these T&Cs, negligence or wilful default, including where: (a) our provision of the Site or Services is affected by the unavailability, malfunction, error or reduced performance of a Third Party System which we use, it being agreed that this clause does not affect our responsibility for the performance of the Services by any subcontractor we engage, save to the extent any shortfall results from a Third Party System failure beyond our reasonable control; or (b) your, or a Sub-Account holder's, use of, or ability to proceed with, any Framework Contract, Dynamic Purchasing System or other Third Party arrangement is affected by any Third Party framework, portal or provider which has not been appointed or subcontracted by us, whether or not we have recommended, signposted or introduced you to it (including, for example, incorrect configuration of buyer or supplier access by that Third Party); in each case to the extent that the relevant Third Party Dependency, or its consequences, were beyond our reasonable control. Any liability of ours not excluded by this clause 14.5 remains subject to the other limitations and the cap on liability in this clause 14.

14.6 Subject to clause 14.4, and to the extent permitted by law, we exclude all conditions, warranties and/or representations, whether express or implied, which may apply to the Site or the Services.

14.7 Subject to clauses 14.4 and 14.6, we will not be liable to any user of the Site or the Services for: loss of profits, sales, business or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

14.8 Subject to clauses 14.4, 14.6 and 14.7, our total liability to any user of the Site or the Services, whether in contract, tort (including negligence) or otherwise and in respect of all claims, losses and damages arising under or in connection with the Site, the Services and/or these T&Cs, shall not, (i) exceed the total subscription fees paid or payable to us under these T&Cs during the 12 month period immediately before the date on which the loss or damage giving rise to the claim arose, if that user has a subscription plan; and (ii) exceed £500, if that user does not have a subscription plan.

14.9 You acknowledge that while we strive to maintain a secure environment, no system is completely immune to cyber threats. Customers using our Site are responsible for maintaining their own backup procedures and safeguarding the data they input into our Site. In the event of data loss, unauthorized access, or other security breaches, we shall not be liable for any loss or damage, unless such breach is caused by our own negligence. It is your responsibility to ensure that any data entered into our Site is backed up by you externally, and to regularly monitor and manage your cybersecurity protocols.

**15. Changes to our T&Cs**

15.1 We reserve the right to change these T&Cs from time to time. This may happen for security, legal, regulatory or business reasons. If we change our T&Cs then the new or additional terms will be posted on our Site. Any such changes will be effective immediately unless we state otherwise. You should therefore check this page regularly for any changes to these T&Cs. Your continued use of the Site and our Services will be deemed to constitute acceptance of all of the new terms. These T&Cs may not otherwise be changed without our written consent.

15.2 If you object to any changes or additions to these T&Cs you may cancel your registration or subscription by giving us written notice of your intention to do so by post or email to finance@2buy2.com.

15.3 If you give us notice to cancel under clause 15.2 you may be entitled to a refund pro-rata for you subscription (if any) in respect of the period from the date you give us notice to cancel to the end of your current subscription period, however no refund will be made in respect of any part of your current subscription period that has already elapsed before we receive your notice to cancel under clause 15.2.

**16. Disputes**

16.1 We will try to resolve any disputes with you quickly and efficiently.

16.2 If you are unhappy with any aspect of our service to you, including the Services themselves, please contact us as soon as possible by post or email to the addresses at www.2buy2.com/contact-us and we will attempt to resolve your issue as soon as possible.

16.3 If you and we cannot resolve a dispute we will let you know that we cannot settle the dispute with you and give you certain information required by law about the options available to you.

**17. Anti-bribery**

17.1 For the purposes of this clause 17 the expressions:

17.1.1 "**Bribery Laws**" means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction; and

17.1.2 "**adequate procedures**" and "**associated with**" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

17.2 Each of us shall comply with applicable Bribery Laws including ensuring that we have in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

17.2.1 all of our personnel;

17.2.2 all others associated with us; and

17.2.3 all of our subcontractors;

involved in performing obligations under these T&CS so comply.

17.3 Without limitation to clause 17.2, neither of us shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on our behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on our behalf.

17.4 Each of us shall immediately notify the other as soon as we become aware of a breach or possible breach of any of the requirements in this clause 17.

**18. Anti-slavery**

18.1 You undertake, warrant and represent to us that:

18.1.1 neither you nor any of your officers, employees, agents or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware if any circumstances within your supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

18.1.2 you shall comply with the Modern Slavery Act 2015 and any anti-slavery and/or human trafficking policy we may have in force and notify to you from time to time; and

18.1.3 you shall notify us immediately in writing if you become aware or have reason to believe that you, or any of your officers, employees, agents or subcontractors have breached or potentially breached any of your obligations under clause 18.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

18.2 Any breach of clause 18.1 by you shall be deemed a material breach of these T&Cs and shall entitle us to terminate these T&Cs with you with immediate effect.

**19. No partnership or agency**

19.1 We are independent organisations and are not partners, principal and agent or employer and employee and nothing in these T&Cs shall (except as expressly provided otherwise, for example under clause 5.3) be deemed to constitute or establish any partnership, joint venture, trust, fiduciary, agency or other relationship between you and us.

19.2 Neither of us shall have, nor shall represent that we have, any authority to make any commitments on the other's behalf.

**20. Notices**

20.1 Notices under these T&Cs should be sent:

20.1.1 by email – to us at finance@2buy2.com and to you at the email address you submit when signing up for an Account, and such notices shall be deemed received at 9am on the first working day after transmission provided no delivery failure notification is received by the sender; or

20.1.2 by first-class post – to the other party's business address, and such notices shall be deemed received two working days after posting.

20.2 It is your responsibility to ensure that all contact details (including email addresses) you submit to us are accurate and kept up to date. Any notice we give you will be deemed to have been properly notified if sent in accordance with clause 20.1, and shall be deemed received at the times set out in clause 20.1, even if you do not actually see such notice, for example because you have not checked your email account or because you have failed to notify us of a change in your contact details.

20.3 This clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

**21. Data Protection**

21.1 For the purposes of this clause 21, the expression "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

21.2 You and we will each comply with all applicable requirements of the Data Protection Legislation. This clause 21 is in addition to, and does not relieve, remove or replace, your or our obligations under the Data Protection Legislation.

21.3 Our Privacy Notice sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject (the terms "personal data" and "data subject" are defined in the Data Protection Legislation).

21.4 We acknowledge that, in order for you to enter into and perform your obligations under this Agreement, you will need to be provided with certain personal data relating to the Individuals that you will process in accordance with your privacy policy that will be issued to the Individuals.

21.5 You and we each acknowledge that for the purposes of the Data Protection Legislation, either:

21.5.1 you are the data controller and we are the data processor (the terms "data controller" and "data processor" are defined in the Data Protection Legislation); or

21.5.2 your end users or others on whose behalf you act (the **Relevant End Users**) are the data controllers, you are the data processor and we are the sub-processor.

21.6 Where Relevant End Users are the data controllers, you undertake, warrant and represent that:

21.6.1 you will have obtained the prior written consent of the Relevant End Users before transferring the personal data to us and will have all necessary notices in place to enable lawful transfer of all such personal data to us for the duration and purposes of this Agreement;

21.6.2 you have obtained the prior written consent of the Relevant End Users to our appointment as a sub-processor;

21.6.3 you have in place a contract with the Relevant End Users which incorporates the provisions equivalent to those in this Agreement in relation to confidentiality, data protection and security and which entitles you to provide us with their instructions and consent and act on their behalf;

21.6.4 we shall be entitled to rely on your instructions, consent, acts and omissions on the basis that you are acting on behalf of and with the authorisation of the data controllers; and

21.6.5 the Relevant End Users shall not be a third party to this Agreement and we shall have no liability to or in respect of the Relevant End Users.

21.7 Without prejudice to the generality of clause 21.2, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under this Agreement:

21.7.1 process that personal data only on your written instructions unless we are required by Applicable Laws to otherwise process that personal data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing personal data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from doing so;

21.7.2 ensure that we have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);

21.7.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

21.7.4 not transfer any personal data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:

(a) you or we have provided appropriate safeguards in relation to the transfer;

(b) the data subject has enforceable rights and effective legal remedies;

(c) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(d) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the personal data;

21.7.5 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

21.7.6 notify you without undue delay on becoming aware of a personal data breach;

21.7.7 at your written direction, delete or return personal data and copies thereof to you on termination of this Agreement unless required by Applicable Law to store the personal data; and

21.7.8 maintain complete and accurate records and information to demonstrate our compliance with this clause 21 and allow for audits by you or your designated auditor.

21.8 Either you or we may, at any time on not less than 30 days' notice, revise this clause 21 by replacing it with any applicable controller to processor or processor to processor standard clauses or similar terms forming part of an applicable certification scheme.

**22. Intellectual Property**

22.1 You and we agree that all Intellectual Property Rights in or arising out of or in connection with the Site and/or the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us. "**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

22.2 We hereby grant to you a non-transferable, non-exclusive, sole, revocable licence to use the Intellectual Property Rights in the documents and work-product provided to you by us pursuant to the Services, for the purpose only of you obtaining the intended benefit of the Services. All such documents and work-product provided to you by us pursuant to the Services are our confidential information, to which clause 23 below applies.

22.3 You hereby grant to us a non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us (including any Intellectual Property Rights therein) for the purpose of providing the Services to you.

**23. Confidentiality**

23.1 You and we each undertake that you or we (as the case may be) shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other or of any member of the group of companies to which the other belongs, except as permitted by clause 23.2.

23.2 You and we may each disclose the other's confidential information:

23.2.1 to your or our respective employees, officers, representatives or advisers who need to know such information for the purposes of exercising your or our respective rights or carrying out your or our respective obligations under or in connection with this Agreement. You and we shall each ensure that your or our respective employees, officers, representatives or advisers to whom the other's confidential information is disclosed comply with this clause 23;

23.2.2 which is already in or (otherwise than through our or the Individual's unauthorised disclosure) becomes available to, or within the knowledge of, the public generally; and

23.2.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

23.3 Neither you nor we shall use the other's confidential information for any purpose other than to exercise your or our respective rights and perform your or our respective obligations under or in connection with this Agreement.

**24. General legal terms**

24.1 Entire agreement – these T&Cs constitute the entire agreement between us and you in relation to the provision of Services and replace and extinguish all prior agreements or arrangements made between us, whether oral or written, in relation to the provision of Services.

24.2 Rights of Third parties – save as expressly set out herein, for the purposes of the Contracts (Rights of Third Parties) Act 1999, these T&Cs are not intended to and do not give any person who is not a party to them any right to enforce any of their provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

24.3 Assignment – you may not assign, subcontract or encumber any of your rights or obligations under these T&Cs, in whole or in part, without our prior written consent.

24.4 Severance – if any provision (or part of a provision) of these T&Cs is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. 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.

24.5 Waiver – a waiver of any right under these T&Cs is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

24.6 Legal rights – unless specifically provided otherwise, rights arising under these T&Cs are cumulative and do not exclude rights provided by law.

24.7 Survival – provisions which by their terms or intent are to survive termination of these T&Cs will do so.

24.8 Subscription – payment for Services that cannot be freely used on registration.

24.9 Registration – the act or process of entering information on the Site for use of Services that are not subscribed for.

**25. Governing law and jurisdiction**

25.1 These T&Cs, their subject matter and formation (and any non-contractual disputes or claims) are governed by the law of England and Wales. You and we both agree to the exclusive jurisdiction of the courts of England and Wales.