

ImpactGo

Service Terms and Conditions

Version 1.0 DRAFT

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1. Introduction & Scope of Agreement

- 1.1. These Terms and Conditions are a binding agreement between you and the entity you represent (“You” or “Your”) and CM Russell Limited (“We,” “Us” and “Our”) pursuant to which You may access and use Our Services. These Terms and Conditions apply to the Platform, Website and all services made available through the Platform and our Website or otherwise provided by us in connection therewith (collectively, including the Platform and Website, “Services”).
- 1.2. These Terms and Conditions may be agreed by You through a click through process on the Website, through a signed order (“Order”) or quotation (“Quotation”) in which these Terms and Conditions are attached or referenced or through any other form of mutual agreement between You and CM Russell Limited.
- 1.3. By agreeing to the following Terms and Conditions, You accept that You have read, understood and agree to be bound by the terms of this agreement. If you are entering into this agreement on behalf of a company, other legal entity, or any other party, You represent that You have the authority to bind such entity and its affiliates to these Terms and Conditions, in which case the terms "You" or "Your" shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree to be bound by these terms and conditions, You may not use the Services and must stop using them immediately.
- 1.4. Your use of our Services is also subject to our Privacy Notice (“Privacy Notice”) available on our Website (at <http://impactgo.uk/legal/privacy-notice>) as such Privacy Notice may be updated from time to time.
- 1.5. Your use of our Website is also subject to our Website Terms of Use (at <http://impactgo.uk/legal/website-terms-of-use>) (“Website Terms of Use”). These Terms and Conditions shall govern in the event of any conflict with such Website Terms of Use.
- 1.6. These Terms and Conditions may be updated from time to time. The latest version will apply at the time of securing our services. For the avoidance of doubt, the latest version will be maintained online at the following location: <https://impactgo.uk/legal/service-terms-and-conditions/>.
- 1.7. While these Terms and Conditions are intended to provide You with visibility into how all our Customers interact with the Platform and each other, in some cases Customers may have a different written agreement with CM Russell Limited which takes precedence between such party and CM Russell Limited. Also, if You have a written agreement with a Customer, that separate agreement shall take precedence as between You and such Customer, but these Terms and Conditions shall continue to apply as between You and CM Russell Limited.

2. Definitions and Interpretations

2.1. The definitions and rules of interpretation in this clause apply in this agreement and the schedules to it.

Applicable Law: applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals of any governmental authority that apply to the parties or the subject matter of this agreement.

Business Day: a day (other than a Saturday, Sunday or any nationally recognised public holiday in the United Kingdom). Exceptions to this will be provided in writing with not less than 30 days notice of the date in question.

Critical Fault: a reproducible fault which substantially hinders or prevents you from using a material part of the Service

Faults: A Critical Fault or Non-Critical Fault

Non-Critical Fault: Any reproducible fault in the Service other than a Critical Fault

Personal Data: has the meaning given to it in the DPA

Platform: The data sharing product available to authorised Users only, provided at <https://app.impactgo.uk>

Subscription Term: The relevant subscription period for the Services agreed in connection with the applicable Order or Quotation and subject to these Terms and Conditions

Website: As defined in the Website Terms of Use

2.2. Except where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this agreement.

3. Use and Access of Our Services

3.1. You may access or use our Services as a Fund Manager, Fund Recipient, or both (collectively "Customer"), or as a User of a Fund Manager or Fund Recipient. By agreeing to these Terms and Conditions, You are agreeing to terms applicable to Your role as a Fund Manager and/or Fund Recipient. Where these Terms and Conditions do not clearly identify terms that apply specifically to a Fund Manager or Fund Recipient, such terms shall apply regardless of whether You are a Fund Manager and/or Fund Recipient.

- a. “Fund Managers” are entities that use the Services for the purpose of (a) receiving impact data from Fund Recipients which may be in connection with such Fund Managers’ investment in the applicable Fund Recipients or in connection with other business relationships with such Fund Recipients, (b) sharing portfolio data with such Fund Recipients, where this is required for their normal use of the Platform, (c) generating output assessing the social impact of such Fund Recipients, (d) sharing some or all of such information with third parties through the Platform, and (d) downloading such information.
 - b. “Fund Recipients” are entities that use the Services for the purpose of (a) reporting their social impact and related information, (b) generating output assessing their social impact, identifying areas of strength, and areas for improvement, (c) sharing some or all of such information with third parties through the Platform, and (d) downloading such information.
 - c. Fund Managers may pay for the Subscription Fees of certain Fund Recipients from time to time or otherwise encourage or require their business partners to subscribe to Our Services as a Fund Recipient for the benefit of such Fund Manager.
- 3.2. Subject to these Terms and Conditions, CM Russell Limited hereby grants the Customer during the relevant Subscription Term, a limited, revocable, non-exclusive, non-transferable right for the Customer to access and use the Platform, solely:
- a. to use the Platform, including without limitation reports generated on the Platform (“Reports”) and other text, data, charts, analyses and other materials resulting from Customer’s use of the Platform (together with Reports, the “Output”), in each case for Customer’s business purposes, subject to the restrictions set forth in these Terms and Conditions,
 - b. to generate, modify, and download Output regarding the list of Users accessing the Platform on Your behalf (“Account Data”);
 - c. to generate, modify, and download Output regarding the activity within the Platform of Users accessing the Platform on Your behalf (“Usage Data”); and
 - d. to disclose the Output to third parties subject to the restrictions set forth in these Terms and Conditions.
- 3.3. Subject to these Terms and Conditions, CM Russell Limited hereby grants the Fund Manager during the relevant Subscription Term, a limited, revocable, non-exclusive, non-transferable right for the Fund Manager to access and use the Platform, solely:
- a. to upload, provide, view and analyse the Fund Manager’s portfolio data, related information, and factors (“Portfolio Data”);

- b. to disclose such Portfolio Data to Fund Recipients, where that data is required for their normal use of the Platform, and limited to Fund Recipients for which the Fund Manager introduced the Fund Recipient to the Platform and/or the Fund Manager pays the Fund Recipient's Subscription Fees ("Referred Customers");
 - c. for the purpose of making referrals, to upload, provide, view and analyse related information regarding any current or proposed Fund Recipient ("Referral Data");
 - d. to generate, modify, and download Output regarding the Portfolio Data of the Fund Manager;
 - e. to generate, modify, and download Output regarding the Output, Referral Data, Account Data, and Usage Data, of each Referred Customer, individually or collectively; and
 - f. to grant third parties access and use of the Platform on the Fund Manager's behalf, or Referred Customer's behalf, from time to time (collectively, including such Customers, "Authorised Third-Parties").
- 3.4. Subject to these Terms and Conditions, CM Russell Limited hereby grants the Fund Recipient during the relevant Subscription Term, a limited, revocable, non-exclusive, non-transferable right for the Fund Recipient to access and use the Platform, solely:
- a. to upload, provide, view and analyse the Fund Recipient's Beneficiary Data, related information, and factors ("Impact Data");
 - b. disclose such Output, Impact Data, Account Data, and Usage Data to the Fund Manager which introduced You to the Platform and/or pays Your Subscription Fees and other Authorised Third-Parties approved by the Fund Manager (collectively "Referring Customers");
 - c. to generate, modify, and download Output regarding Impact Data of the Fund Recipient; and
 - d. to generate, modify, and download Output regarding Portfolio Data of the Fund Recipient's Referring Customer.
- 3.5. The Services permit limited disclosure of data about individuals, who are not themselves Users of the Services ("Beneficiary Data"), from Fund Recipients to Referring Customers. The Services do not permit disclosure of Personal Data within Beneficiary Data ("Personal Beneficiary Data") from Customers to CM Russell Limited, or between Customers. In accordance with this schedule, You agree:
- a. not to submit, upload or otherwise disclose Personal Beneficiary Data to CM Russell Limited or Customers, through the Services or otherwise;

- b. to immediately notify CM Russell Limited of any verified or suspected disclosure of Personal Beneficiary Data, including by any of Your Users or any User of the Services;
 - c. that CM Russell Limited may, from time to time, audit Beneficiary Data to identify potential Personal Beneficiary Data; and
 - d. that, should Personal Beneficiary Data be found, CM Russell Limited may, at Our discretion, undertake an audit of User activity, and if required deletion of relevant data, and to notify the supervisory authority if required under the terms of the DPA.
- 3.6. You shall cite ImpactGo and the ImpactGo logo (as made available by CM Russell Limited from time to time), in proximity to each disclosure of any Output, as the source of such Output.
- 3.7. You shall not, directly or indirectly, (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Services; (b) modify, translate, or create derivative works based on any element of the Services or any related documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services, including the Platform; (d) directly or indirectly re-identify, or attempt to re-identify, any de-identified data; (e) use the Services for any purpose other than its intended purpose; (f) interfere with or disrupt the integrity or performance of the Services; (g) use the Platform or any other Services to train any algorithms or develop any product or service which may compete with the Services; or (h) attempt to gain unauthorised access to the Services.
- 3.8. You may authorise CM Russell Limited, Your employees, Authorised Third-Parties (where You are a Fund Manager), contractors and third party consultants (each, Your “User”) to access and use the Platform and Services on Your behalf. You and each of your Users will be required to register with CM Russell Limited in order to access and use the Platform and other Services, as applicable, and to share certain registration information with CM Russell Limited. CM Russell Limited will enable You and each User to establish login credentials for access and use of the Platform and certain other Services (“Your Account”) during the Subscription Term. CM Russell Limited may permit any authorised Users of the Platform associated with Your Account to access a list of the Users accessing and using the Platform or Services under Your Account. You are solely responsible for any and all access and use of the Platform or Services, as applicable, that occurs under Your Account, including those of any of Your Users. You agree to immediately notify CM Russell Limited of any verified or suspected unauthorised use of, or access to, Your Account, including those of any of Your Users.
- 3.9. Customer may be subject to additional restrictions with respect to third party content to the extent set forth in Customer’s Order or Quotation, if applicable.

4. Support

- 4.1. Under these Terms and Conditions CM Russell Limited will provide You with limited support for using the Services (“Support”) under the following conditions:
- a. Support shall be provided during 09:00 - 17:00 on Business Days in relation to the provided Services;
 - b. shall comprise of online support via email to Your Users in respect of technical issues or errors that may be Faults in the Service; and
 - c. shall comprise diagnosis of the aforementioned technical issue or errors and, where possible, correction or resolution of Faults in the Service.
- 4.2. We shall have no obligation to provide Support to You in respect of any faults in the Service arising from:
- a. misuse, incorrect use of or damage to the Service from whatever cause (other than any act or omission by us), including failure or fluctuation of electrical power;
 - b. use of the System with unsupported browsers or devices. For the avoidance of doubt a list of currently supported browsers and devices is available on Our Website at <http://impactgo.uk/legal/supported-devices> and is updated from time to time;
 - c. any breach of your obligations under this agreement howsoever arising; or
 - d. user error
- 4.3. We will provide reasonable notice to You of any upcoming anticipated service disruption, or potential disruption, from works undertaken by CM Russell Limited or Our suppliers
- 4.4. We will respond to any service outage, technical issue or service interruption as soon as is reasonably practicable. We will provide open communication of these events with the intent to minimise any adverse impact on You.
- 4.5. You are not entitled to any credit or reimbursement (financial or otherwise) for any service outage, technical issue, service interruption or consequences thereof.
- 4.6. Work identified within a Support request, but outside of the scope of schedule 4.1 may, at Our discretion, be undertaken: within the normal course of Our business operations; within Professional Services; or not at all.

- 4.7. Professional services include, but are not limited to, training, software development, software testing, software implementation, design, project and programme management and consultancy (“Professional Services”). Any such services shall be delivered by Us in accordance with the terms of this agreement and may be subject to additional charges set out in a relevant Order or Quotation.

5. Subscription Fees & Charges

- 5.1. Our Services are subject to a periodic subscription fee for each Customer (“Subscription Fees”), which varies based on the nature and extent of such Services. Applicable Subscription Fees will be identified in the course of Your subscription for Services, whether on our Website, in the applicable Order or Quotation. Except as provided in Section 5.3, You shall be billed in advance on a periodic basis, for the applicable Subscription Fees for such Services. CM Russell Limited may change the Subscription Fees in its sole discretion at any time; provided that Subscription Fees for Your then-current Subscription Term will not change until the expiration of such then-current Subscription Term.
- 5.2. Except as provided in Section 5.3, You shall pay Subscription Fees to CM Russell Limited on a periodic basis for Services as required by CM Russell Limited from time to time. If Your Subscription Term renews, You agree that we may automatically charge the payment method You provided to us. You represent that You have the legal right to use any payment method that You submit to us. Unless otherwise stated in the relevant Order or Quotation, all invoices for purchases you make directly from CM Russell Limited are due and payable net thirty (30) calendar days from the date of invoice. You will pay fees and applicable taxes for the Services as set forth on the applicable Order. All amounts payable under these Terms and Conditions will be made without setoff or counterclaim, and without any deduction. All amounts paid to CM Russell Limited are non-refundable except as expressly set forth herein. Your payment and related payment information is managed through a third party payment processor; CM Russell Limited is not responsible for such third party processor’s use of Your payment information.
- 5.3. If a Fund Manager elects to pay the Subscription Fee for one or more Fund Recipients, Fund Manager shall pay CM Russell Limited in advance on an annual basis for Services to be provided to each such Fund Recipient at each time that a payment is due from such Fund Recipient under Section 5.2, or such other frequency and timing as may be agreed by the parties. Fund Recipient shall be required to pay its Subscription Fees and any applicable taxes except to the extent paid by Fund Manager. CM Russell Limited is not responsible to the Fund Manager for a Fund Recipient’s failure to pay the applicable Subscription Fee.

- 5.4. All orders for Services shall be non-cancellable and all amounts paid non-refundable, unless otherwise expressly set forth in the applicable Order or Quotation. You shall pay all applicable sales, use and value-added taxes (except for taxes imposed on CM Russell Limited's net income) with respect to the Services.
- 5.5. Your Subscription Term shall be for a period of one (1) year from the date of the applicable Order or Quotation, unless a different Subscription Term is specified in such Order or Quotation. Unless otherwise specified in the applicable Order or Quotation, for any successive renewal term, You shall pay CM Russell Limited's then-standard fees, or any other fees mutually agreed in writing by both parties from time to time.

6. Termination

- 6.1. Either party may terminate these Terms and Conditions (and all Subscription Term(s)) upon written notice to the other party in the event the other party (a) becomes insolvent or bankrupt, admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice; or (b) commits a material breach of any provision of these Terms and Conditions and does not remedy such breach within thirty (30) days after receipt of notice from the non-defaulting party or such other period as the parties may agree to in writing.
- 6.2. Upon expiration or termination of these Terms and Conditions, Your use of and access to, and right to refer, the Platform and other Services, and Your right to access and use the Website, shall cease and CM Russell Limited shall have no obligation to maintain or provide any of Your Data and may at our discretion, unless legally prohibited, delete all Your Data in our systems or otherwise in our possession or under our control.

7. Intellectual Property

- 7.1. The parties acknowledge that, as between You and Us, You are the sole and exclusive owner of all data You provide to CM Russell Limited, through the Platform or otherwise, ("Your Data"), without limiting the rights set forth in these Terms and Conditions.
- 7.2. You acknowledge that the Platform, Website, and all other content available through our Services (other than Your Data), and all intellectual property rights therein, are the sole and exclusive property of CM Russell Limited and its licensors.

- 7.3. The service marks and trademarks of CM Russell Limited, including without limitation “ImpactGo” and the ImpactGo logo, are service marks owned by CM Russell Limited. Any other trademarks, service marks, logos and trade names appearing via the Services are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.
- 7.4. You hereby grant to CM Russell Limited a royalty-free, nonexclusive, irrevocable, perpetual, transferable, worldwide right and license to use Your Data (a) in order to provide the Services to You; (b) to analyse and improve the Platform, Website, and any other portion of the Services; and (c) to compile, analyse, use, and disclose aggregated data, de-identified data, statistics, measurements or other metrics derived from Your Data (including in combination with the aggregated or de-identified data of other CM Russell Limited customers) for its own purposes and solely in an aggregated or de-identified format.
- 7.5. You hereby grant to CM Russell Limited, at no charge, an unrestricted, non-exclusive, royalty-free, worldwide, transferable, sub-licensable (through one or more tiers), perpetual, irrevocable licence in and to suggestions, comments and other forms of feedback (“Feedback”) regarding the Platform, Website or other Services, including Feedback regarding features, usability and use, and bug reports, to reproduce, perform, display, create derivative works of the Feedback and distribute such Feedback or derivative works in the Services or any other products or services. Feedback is provided by You “as is” without warranty of any kind by You. CM Russell Limited is not obligated to keep, retain, or use any Feedback You may submit and is not liable for any use or disclosure of the Feedback.
- 7.6. You warrant to us that you have the legal right to disclose all Personal Data that you do in fact disclose to us under or in connection with this agreement.
- 7.7. In the event that any of Your Data is subject to the European Union General Data Protection Regulation (“EU GDPR”) or the UK Data Protection Act 2018 and the UK General Data Protection Regulation (together, the “UK Data Protection Law”) (hereinafter, “Personal Data”), CM Russell Limited will only process such Personal Data in accordance the data processing agreement (at <https://impactgo.uk/legal/dpa>) (“DPA”) If applicable, You hereby agree that the DPA reflects the parties’ agreement with respect to the processing of Personal Data by us on Your behalf in connection with the Services under these Terms and Conditions. The DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, which may be specified in these Terms and Conditions, an Order or an executed amendment thereto. In case of any conflict or inconsistency with the terms of the Agreement, the DPA will take precedence over the terms of these Terms and Conditions to the extent of such conflict or

inconsistency. Should you require an executed and signed version of the DPA, please email legal@impactgo.uk.

8. Warranties & Legal Disclaimers

- 8.1. You and CM Russell Limited each represent, warrant and covenant that: (a) such party has the full power and authority to enter into these Terms and Conditions and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) such party's agreement to and performance under these Terms and Conditions shall not breach any oral or written agreement with any third party or any obligation owed by such party to any third party to keep any information or materials in confidence or in trust.
- 8.2. You acknowledge that the quality of Services and Output are dependent upon the accuracy and completeness of Your Data made available to CM Russell Limited through the Platform or other Services. CM Russell Limited will have no liability or obligation to You or any other Customer whatsoever in connection with the Output, the Services or these Terms and Conditions as a result of any inaccuracy, deficiency or incompleteness of Your Data.
- 8.3. CM Russell Limited does not provide, and the Platform, Website and other Services do not include or provide, nor shall they be construed to include or provide, professional investment or financial advice. CM Russell Limited does not verify the content provided by any User or Customer. The Services and Output are for informational purposes only.
- 8.4. THE WEBSITE, PLATFORM, AND OTHER SERVICES ARE PROVIDED TO YOU ON AN AS-IS BASIS. YOUR USE OF THE WEBSITE AND OTHER SERVICES IS AT YOUR RISK. CM RUSSELL LIMITED DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. CM RUSSELL LIMITED FURTHER DOES NOT REPRESENT OR WARRANT, AND DISCLAIMS, THAT THE WEBSITE, PLATFORM, APPS OR OTHER SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE, NOR DOES CM RUSSELL LIMITED WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

9. Indemnification

- 9.1. By using or accessing our Platform or other Services or any Output thereof, You agree to indemnify, hold harmless and defend CM Russell Limited and its officers, directors, employees and suppliers from any claims, damages, losses, liabilities, and all costs and expenses of defence, including but

not limited to, reasonable legal fees, resulting directly or indirectly from a claim by a third party that arises in connection with (a) Your use of the Platform or other Services; (b) Your Data; (c) any breach or alleged breach by You of any of Your covenants, representations or warranties set forth in these Terms and Conditions; or (d) Your breach of any Applicable Law or regulation. CM Russell Limited will notify You promptly of any claim or liability for which indemnification is sought, provided, however, that the failure to give such notice shall not relieve You of Your obligations hereunder except to the extent that You were actually and materially prejudiced by such failure. You shall not settle any claim for which indemnification is sought under this Section 9 without the prior written approval of CM Russell Limited, which approval shall not be unreasonably withheld, conditioned or delayed; provided that such settlement (a) makes no admission or acknowledgment of liability or culpability with respect to CM Russell Limited, (b) includes a complete release for CM Russell Limited, and (c) does not seek any relief against CM Russell Limited other than the payment of money damages to be borne by You.

10. Liability

- 10.1. CM RUSSELL LIMITED SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, REGARDLESS OF WHETHER CM RUSSELL LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE PLATFORM, WEBSITE OR OTHER SERVICES, OR RESULTS THEREOF. CM RUSSELL LIMITED WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.
- 10.2. CM RUSSELL LIMITED SHALL NOT BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN THE SUM OF THE AMOUNTS HAVING THEN ACTUALLY BEEN PAID BY YOU TO CM RUSSELL LIMITED UNDER THESE TERMS AND CONDITIONS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, MINUS, IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID (AS OF THE DATE OF SATISFACTION OF SUCH LIABILITY) BY CM RUSSELL LIMITED TO YOU IN SATISFACTION OF ANY LIABILITY FOR DAMAGES UNDER THESE TERMS AND CONDITIONS.
- 10.3. You acknowledge that the terms in this Section are an essential basis of the bargain described in these Terms and Conditions and that, were CM Russell Limited to assume any further liability, the fees payable hereunder would out of necessity, be set much higher. THE LIMITATIONS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

11. General Legal Terms

- 11.1. These Terms and Conditions, together with the applicable Order or Quotation, the Privacy Notice, the DPA, and any applicable Professional Services Addendum, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, except for written agreements which expressly provide that such agreements supersede these Terms and Conditions.
- 11.2. These Terms and Conditions may be amended only in a written agreement that is signed by duly authorised representatives of both parties or through a click through agreement provided by CM Russell Limited that is accepted by You; provided that these Terms and Conditions as applicable to Users of our Website (excluding Customers with a paid subscription with CM Russell Limited) may be unilaterally amended by CM Russell Limited by posting of such update Terms and Conditions on the Website and shall be effective from and after such posting.
- 11.3. No term or provision hereof shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If any provision of these Terms and Conditions is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.
- 11.4. This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.
- 11.5. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be England. The language to be used in the arbitral proceedings shall be English.
- 11.6. Neither party shall be liable for any failure or delay in performance under these Terms and Conditions due to fire, explosion, earthquake, pandemic, epidemic, outbreak of disease, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; strikes or other labour problems; any law, act, order, proclamation,

decree, regulation, ordinance, or instructions of government or other public authorities, or judgement or decree of a court of competent jurisdiction (not arising out of breach by such party of these Terms and Conditions); or any other event beyond the reasonable control of the party whose performance is to be excused ("Force Majeure"). If performance is delayed as a result of a Force Majeure event, the affected party shall provide prompt written notice to the other party and shall be excused from default or delay in performance while such circumstances prevail so long as such party continues to use commercially reasonable efforts to recommence performance as soon as possible.

- 11.7. Each party agrees to comply with all applicable anti-corruption laws and regulations, including the UK Bribery Act. Each party agrees not to perform, offer, give or receive bribes or otherwise engage in corrupt actions in connection with these Terms and Conditions and related Subscriptions. Failure to comply with anti-corruption laws will be deemed a material breach of these Terms and Conditions.
- 11.8. These Terms and Conditions will bind and benefit the parties and their successors and permitted assigns.
- 11.9. CM Russell Limited may utilise subcontractors and sub-processors ("Subcontractors") in connection with the activities contemplated by these Terms and Conditions; provided that CM Russell Limited shall remain liable for the acts and omissions of any such Subcontractors as if they were acts and omissions of CM Russell Limited under these Terms and Conditions.
- 11.10. CM Russell Limited is an independent contractor to You. There is no relationship of agency, partnership, joint venture, employment, or franchise between You and CM Russell Limited. Neither party has the authority to bind the other or to incur any obligation on its behalf.
- 11.11. CM Russell Limited is a private limited company registered in England & Wales. Company registration number 13806826.

12. Contact Details

- 12.1. Please contact us at legal@impactgo.uk if You have any questions about these Terms and Conditions, or our Services.