

CUSTOMER REFERRAL PROGRAM TERMS AND CONDITIONS

1. APPLICATION

1.1 This Schedule contains terms and conditions applicable to Chess' **Customer Referral Program** and forms the Agreement entered between the Parties in relation to participation of the Customer Referral Program.

2. HOW IT WORKS

2.1 The Customer Referral Program allows existing Customers to refer businesses to the Supplier. This includes personal friends, family members, acquaintances and colleagues.

2.2 A Referred Customer must be a new first time Customer of the Supplier. If the Customer is an existing or previous Customer, the Incentive are not payable to either the Referrer or the Referred Customer.

2.3 The Referral Program can be accessed via an online portal which provides personalised referral links to share with Prospective Customers. Once shared, the Prospective Customer receives an email whereby it can request the Supplier to contact it regarding the Supplier's Services ("**the Referral**").

2.4 Subject to paragraph 2.5, should the Prospective Customer become a Customer of the Supplier within 6 months of the date of the Referral, the Referrer and the Referred Customer shall be entitled the following incentives ("**the Incentives**"):

2.4.1 **Referrer:** A £100 Amazon Voucher; and

2.4.2 **Referred Customer:** A credit equal to the amount of the Recurring Charges (excluding Usage Charges) for the Services included in the Contract arising from the Referral and as invoiced in the first invoice raised by the Supplier, up to £100.

2.5 The Incentives become due upon receipt of payment by the Supplier of the first invoice raised under the Contract arising from the Referral. The credit will then be applied to the Referred Customer's second invoice, and the Amazon voucher will be issued within a reasonable time.

2.6 Referrers receive the Incentive for each successful Referral. There is not limit to the number of Referrals a Customer can make.

2.7 A Referred Customer is not considered a Customer of the Supplier until it had entered a Contract for Services with the Supplier and such Services have been provisioned.

3. PRIVACY AND INFORMATION

3.1 Referrers must comply with all Applicable Laws and always respect the privacy rights of the people that they invite to the Referral Program.

3.2 Referrers must inform Prospective Customers of these terms and conditions and the Privacy Policy before links are shared with them.

4. DATA PROTECTION

COMPLIANCE WITH DATA PROTECTION LEGISLATION

4.1 The parties acknowledge and agree that the Referred Customer is the Controller, the Supplier is the Processor for the purposes of Processing Personal Data pursuant to this Agreement.

4.2 The Referrer shall comply with all Data Protection Legislation in connection with the Processing of Personal Data and shall ensure that all instructions given to by the Supplier in respect of Personal Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Legislation.

4.3 The Supplier shall process Personal Data in compliance with the obligations placed on it under Data Protection Legislation and the terms of this Agreement.

INSTRUCTIONS

4.4 The Supplier shall:

4.4.1 use Personal Data where needed for the purposes, duration and in accordance with the terms, of this Agreement, or where the Processing is in the Supplier's legitimate interest as further detailed within its Privacy Policy which can be found at <https://chessict.co.uk/legal/privacy/>;

4.4.2 only process (and shall ensure Supplier personnel only process) the Personal Data as a Processor for the purposes described in this Agreement, in accordance with the Supplier's Privacy Policy or as otherwise provided by the Data Protection Legislation, in which case the Supplier will inform the Customer of that legal requirement before Processing (unless Applicable Law prohibits the Supplier from doing so on important grounds of public interest); and

4.4.3 ensure that all Supplier personnel Processing Personal Data are bound by duties of confidentiality and shall only Process the same as is necessary for the purposes of this Agreement.

TECHNICAL AND ORGANISATIONAL MEASURES

4.5 The Supplier shall, considering the state of technical development and the nature of Processing, implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing, destruction or accidental loss, alteration, or unauthorised disclosure of the Personal Data.

SUB - PROCESSING

4.6 The Supplier shall:

4.6.1 not permit, except where necessary by a Third-Party Supplier for the provision of Services, any Processing of Personal Data by any agent, sub-contractor or other third party (except its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Personal Data) except as stated in the Privacy Policy;

4.6.2 in the event the Customer consents to the use of a Sub-Processor pursuant to sub-clause 4.6.1 above, prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Personal Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 4 that is enforceable by the Supplier and ensure that each Sub-Processor complies with all such obligations; and

4.6.3 remain liable to the Referred Customer under this Agreement for all the acts or omissions of each Sub-Processor as if they were its own;

4.6.4 ensure that all persons authorised by the Supplier or any Sub-Processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.

CO-OPERATION

4.7 The Supplier shall (at the Referred Customer's cost):

4.7.1 assist the Referred Customer with its obligations pursuant to Articles 32 and 36 of the GDPR (and any similar obligations under applicable Data Protection Legislation) taking into account the nature of the

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Processing and the information available to the Supplier; and

- 4.7.2 taking into account the nature of the Processing, assist the Referred Customer (by appropriate technical and organisational measures), in so far as is possible, for the fulfilment of its obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the Data Protection Legislation in respect of any Personal Data.

NOTIFICATION OF BREACHES

4.8 The Supplier shall where required by law:

- 4.8.1 notify the Referred Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Personal Data; and
- 4.8.2 co-operate with the Referred Customer and provide assistance as may be reasonably required in the investigation, remediation and mitigation of the Personal Data Breach.

CONSEQUENCES OF TERMINATION

4.9 Upon termination or expiry of this Agreement, at the Referred Customers' cost and upon request delete the Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any Applicable Law requires the Supplier to store such Personal Data. This clause 4.9 shall survive termination and expiry of the Agreement.

INTERNATIONAL TRANSFERS

4.10 The Supplier shall not transfer or otherwise process Personal Data outside the UK or EEA unless:

- 4.10.1 the Supplier is processing Personal Data in a territory which is subject to a current finding by the UK under Data Protection Legislation that the territory provides adequate protection for the privacy of individuals; or
- 4.10.2 the Supplier transfers Personal Data under the UK's Standard Contractual Clauses or the ICO International Data Transfer Agreement approved for the transfer of Personal Data outside the EEA and the UK; or
- 4.10.3 the transfer otherwise complies with Data Protection Legislation.

5. RESTRICTIONS

- 5.1 The Incentives cannot be combined with any other discounts or incentives payable under another referral program of the Supplier.
- 5.2 Referrers must not use bothersome referral methods of breach Applicable Law including Data Protection Lawes and any Anti-Spam legislation.
- 5.3 Referral Program links must not be published online or otherwise shared with third parties who are not the Prospective Customer to which the link relates.
- 5.4 Referrers must only invite known contacts.
- 5.5 The Customer Referral Program is for personal use only and must not be used for commercial purposes.
- 5.6 The Referrer must not imply any other affiliation with the Supplier other than that it is an existing Customer. The Referrer is not authorised to represent the Supplier, act on its behalf or legally bind it.

5.7 The Referrer must not create any materials containing the Supplier's trademarks and it is not authorised to use the Supplier's trademarks or any other intellectual property of the Supplier.

5.8 Current or former employees, contractors or affiliates may have their participation restricted or terminated.

6. TERM AND TERMINATION

6.1 The Supplier reserves the right to terminate the Customer Referral Program at any time. The Customer Referral Program shall run until notice is provided by the Supplier on its website at www.ChessICT.co.uk, by email, post or by publishing a notice on the Customer's invoice.

6.2 Referrals made before the announced termination date will still be eligible.

7. AMENDMENTS

7.1 The Supplier may vary the Customer Referral Program and/or these terms and conditions at any time by giving notice on its website at www.ChessICT.co.uk, by email, post or by publishing a notice on the Customer's invoice.

8. VIOLATIONS

8.1 The Supplier may cancel rewards for violations, fraud or unreasonable use of the Customer Referral Program.

9. DISCLAIMER AND INDEMNIFICATION

9.1 The Supplier provides the Customer Referral Program "as is" and does not guarantee specific results or outcomes of any Referrals or participation by the Referrer.

9.2 The Referrer agrees to defend and indemnify and keep indemnified the Supplier in full for all losses, damages, costs, expenses and other liabilities incurred in relation to any claim arising from the Referrers participation in the Customer Referral Scheme.

10. LIABILITY

10.1 Nothing in this Agreement shall exclude or restrict in any way the liability of any party arising from or in connection with:

- 10.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
- 10.1.2 fraud, fraudulent activity or fraudulent misrepresentation by it or its employees, agents or sub-contractors (as applicable); or
- 10.1.3 any other liability which cannot be excluded or limited by Applicable Law.

10.2 Subject to clause 10.1, the Supplier shall not be liable to any party in contract, tort or otherwise for any:

- 10.2.1 loss of business;
- 10.2.2 loss of revenue;
- 10.2.3 loss of profit;
- 10.2.4 loss of use or corruption of software, data or information;
- 10.2.5 loss of contracts;
- 10.2.6 loss of anticipated savings;
- 10.2.7 indirect, consequential or special loss or damage; or
- 10.2.8 loss arising from the loss or degradation of data.

10.3 The Supplier's liability in tort, contract or otherwise arising out of or in connection with the performance of its obligations under this Agreement shall be limited in aggregate to a sum equal to the Incentives payable under this Agreement to the party bringing the claim, during the calendar year which the relevant claim arises.

11. COMPLAINTS

11.1 The Supplier does not operate a complaints process within regard to complaints regarding the Customer Referral Program.

12. THIRD PARTIES

12.1 Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

13. WAIVER

13.1 A waiver by either Party of a breach of a provision of this Agreement shall not be considered as a waiver of a subsequent breach of the same or another provision of this Agreement.

13.2 No failure, delay or omission by either party in exercising any right, power or remedy provided under this Agreement or by law shall operate as a waiver of that or any other right or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy.

13.3 The Referrer and the Referred Customer must bring any legal proceedings against the Supplier in connection with this Agreement within twelve (12) months from the date which it first became aware or ought reasonably to have become aware of the facts giving rise to the liability or potential liability of the Supplier or within the statutory limitation period, whichever is the earlier.

14. SEVERANCE

14.1 If any provision of this Agreement (or part of any provision) is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity and enforceability of any other provision of this Agreement and the remainder of the provision shall not be affected.

15. ENTIRE AGREEMENT

15.1 The terms and conditions of this Agreement, constitute the entire agreement between the parties, supersede any previous agreement or understanding and, subject to clause 7, may not be varied except in writing and signed by the Supplier.

15.2 All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

15.3 In entering into this Agreement, the Referrer and Referred Customer acknowledges and agrees that they do not rely on any representations which are not confirmed in the terms and conditions of this Agreement.

16. GOVERNING LAW AND JURISDICTION

1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the Customer agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

ANNEX 1 – DEFINITIONS

Applicable Law means any legislation, authorisations, permissions, rules, regulations, codes of practice, orders and guidelines relating to the provision and/or use of the Services, including any directives or other requirements issued by any regulator from time to time;

Data Protection Legislation means, as binding on either party or the Services:

- (i) the UK General Data Protection Regulation (“GDPR”), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (ii) any laws which implement such laws; and
- (iii) any laws or regulations which replace, extend, re-enact, consolidate or amend any of the foregoing.

Privacy Policy shall mean the Supplier’s privacy policy available at <https://chessict.co.uk/legal/> as may be amended by the Supplier from time to time;

Prospective Customer means the party who receives a Referral by the Referrer;

Referrer means the party which provides a personalised referral link to a Prospective Customer;

Referred Customer means a Prospective Customer who becomes a Customer of the Supplier following receipt of a Referral from the Referrer; and

Supplier means Chess ICT Limited, whose registered office is at Bridgford House, Heyes Lane, Alderley Edge, Cheshire SK9 7JP, company registration number 04512773, unless otherwise specified on the Order as an Affiliate of Chess ICT Limited.