

IBILL PROMOTIONAL CAMPAIGN TERMS AND CONDITIONS

- 1. APPLICATION**
 - 1.1 This Schedule contains terms and conditions applicable to Chess' **iBill Promotional Campaign** and forms the Agreement entered between the Parties in relation to participation of the iBill Promotional Campaign
 - 1.2 These Terms and Conditions ("Terms") govern the iBill promotional campaign ("Promotion") offered by Chess ICT Limited ("Chess", "we", "us", or "our"). By participating in the Promotion, you ("Customer", "you", or "your") agree to be bound by these Terms. Please read them carefully.
- 2. PROMOTIONAL PERIOD**
 - 2.1 The Promotion is valid from 2nd June 2025 to 31st August 2026, inclusive ("Promotional Period").
- 3. Chess reserves the right to amend the Promotional Period at its sole discretion, with or without notice.**
- 4. ELIGIBILITY**
 - 4.1 The promotion is open to new and existing Chess customers/partners who are not currently subscribed to the iBill service.
 - 4.2 Businesses located in the United Kingdom.
- 5. PROMOTIONAL OFFERS**
 - 5.1 Offer 1 First 6 Months of iBill Free (with 24-Month Contract) - Customers who sign a minimum 24-month iBill contract during the Promotional Period will receive the first six (6) months of service free.
 - 5.1.1 The free period begins on the date of service activation.
 - 5.1.2 Standard billing resumes after the free period for the remainder of the contract.
 - 5.1.3 Early termination may result in repayment of the discounted period, at Chess's discretion.
 - 5.1.4 This offer is non-transferable and cannot be exchanged for cash or credit.
 - 5.2 Offer 2 Up to 50% Discount on Billing Charges for Additional Wholesale Product Purchases - Customers who have activated iBill during the Promotional Period may receive up to 50% off billing charges for selected additional wholesale product purchases.
 - 5.2.1 The discount applies only to new product purchases made after iBill activation.
 - 5.2.2 Products already purchased prior to or at the time of iBill contract commencement are excluded.
 - 5.2.3 The discounts are ongoing but may be withdrawn by Chess at any time.
 - 5.2.4 A minimum billing charge of 2% applies to all products.
 - Discounts are applied automatically to qualifying invoices.
 - 5.3 Offer 3 50% Off Fully Managed Install or Free Self-Install
 - 5.3.1 Customers signing a 24-month iBill contract may choose between:
 - bill run) at 50% off, or
 - A self-installation option at no cost.
 - 5.3.2 The installation method must be selected at the time of onboarding.
 - 5.3.3 Fully managed installations are subject to Chess's scheduling and resource availability.
 - This offer is valid only for installations initiated during the Promotional Period.
- 6. GENERAL TERMS**
 - 6.1 Availability and Modifications
All offers are subject to availability. Chess reserves the right to amend, suspend, or withdraw any part of the Promotion at any time without prior notice.
 - 6.2 Combination with Other Offers
Promotional offers cannot be combined with other discounts, promotions, or offers unless explicitly stated.
 - 6.3 Fraud and Misuse
Chess reserves the right to verify eligibility and refuse or revoke promotional benefits in cases of suspected fraud, misuse, or breach of these Terms.
 - 6.4 Limitation of Liability
Chess shall not be liable for any indirect, incidental, or consequential damages arising from participation in the Promotion.
Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.
- 7. DATA PROTECTION**
COMPLIANCE WITH DATA PROTECTION LEGISLATION
 - 7.1 The Supplier shall process Personal Data in compliance with the obligations placed on it under Data Protection Legislation and the terms of this Agreement.

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INSTRUCTIONS

7.2 The Supplier shall:

- 7.2.1 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/>;
- 7.2.2 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
- 7.2.3 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

7.3 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

7.4 The Supplier shall:

- 7.4.1 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;
- 7.4.2 in the event the Customer consents to the use of a Sub-Processor pursuant to sub-clause 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 that is enforceable by the Supplier and ensure that each Sub-Processor complies with all such obligations; and
- 7.4.3 remain liable to the Customer under this Agreement for all the acts or omissions of each Sub- Processor as if they were its own;
- 7.4.4 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

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

- 7.5.1 assist the 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

- 7.5.2 taking into account the nature of the Processing, assist the customer/partner (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

7.6 The Supplier shall where required by law:

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

CONSEQUENCES OF TERMINATION

7.7 Upon termination or expiry of this Agreement, at the 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

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

- 7.8.1 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
- 7.8.2 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
- 7.8.3 the transfer otherwise complies with Data Protection Legislation.

8. AMENDMENTS

8.1 The Supplier may vary the promotion 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.

9. VIOLATIONS

9.1 The Supplier may cancel rewards for violations, fraud or unreasonable use of the Promotion.

10. DISCLAIMER AND INDEMNIFICATION

10.1 The Supplier provides the iBill Promotional campaign "as is" and does not guarantee specific results or outcomes.

11. LIABILITY

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

- 11.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or

11.1.2 fraud, fraudulent activity or fraudulent misrepresentation by it or its employees, agents or sub-contractors (as applicable); or

11.1.3 any other liability which cannot be excluded or limited by Applicable Law.

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

11.2.1 loss of business;

11.2.2 loss of revenue;

11.2.3 loss of profit;

11.2.4 loss of use or corruption of software, data or information;

11.2.5 loss of contracts;

11.2.6 loss of anticipated savings;

11.2.7 indirect, consequential or special loss or damage; or

11.2.8 loss arising from the loss or degradation of data.

11.3 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.

12. COMPLAINTS

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

13. THIRD PARTIES

13.1 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.

14. WAIVER

14.1 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.

14.2 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.

14.3 The 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.

15. SEVERANCE

15.1 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.

16. ENTIRE AGREEMENT

16.1 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.

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

16.3 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.

17. GOVERNING LAW AND JURISDICTION

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 Chess ICT Limited, Mereside, Alderley Park, Cheshire SK10 4TG, company registration number 04512773, unless otherwise specified on the Order as an Affiliate of Chess ICT Limited.