

PAYFIT GENERAL TERMS AND CONDITIONS OF SERVICE

("Terms of Service")

Last update: June 15th 2026

Introduction & definitions

These Terms and Conditions of Service (the "Terms of Service") define the terms and conditions applicable to the services provided by PayFit Ltd. ("PayFit") to the Client (the "Client"), having signed a Subscription contract (the "Subscription contract"). PayFit is a company registered in England and Wales under registration number 11623900, whose registered office is located at Unit RH.120 The Record Hall, 16-16A Baldwin's Gardens, London, United Kingdom, EC1N 7RJ ("PayFit").

Each party is referred to individually as a "Party" and collectively as the "Parties."

INTRODUCTION

PayFit Ltd. offers payroll management and HR software, designed and developed as a SaaS solution (the "Product"), combined with Client Support according to the chosen Plan (together, the "Services"). It is used by the Client solely in the context of its professional or associative activity.

Precontractual information. By signing the Subscription contract, which constitutes unreserved acceptance of the Terms of Service (together the "Agreement"), the Client confirms having:

- received a detailed presentation and documentation relating to the Services;
- received all necessary information;
- taken the time to understand this information, the presentation and the documentation;
- verified that the Services meet its needs;
- understood that the Product is provided "as is."

The Product is designed for standard collective agreements and common social obligations. The Client must inform PayFit of any exceptional or specific situation to verify whether the Product can meet its needs, in particular relating to a specific sector of activity or a special social security scheme.

Order of precedence. The Agreement consists of, in order of priority, the following documents:

1. The Subscription contract, its amendments and the internet links to which it refers, in particular the data processing agreement;
2. These Terms of Service and the associated internet links.

In the event of any conflict, the provisions of the higher-ranking documents shall prevail.

Changes to the Terms of Service. PayFit may unilaterally amend the Terms of Service. Amendments shall be binding on the Client upon publication, and PayFit shall endeavour to notify the Client of any material amendment prior to its entry into force.

DEFINITIONS

Account: User's personal account to access the Product and benefit from the Services.

Beta features: features that are distinct from or complementary to the Solution's standard features, which may be made available to the Client as part of a testing phase.

Business Days and business Hours: unless otherwise stated, Monday to Friday, excluding public holidays in England and Wales, from 9am to 6pm (GMT/BST).

Client data: data (including personal data), information, texts, images, photographs, audio content, video content and any other content, document and component, regardless of format, provided by the Client (Admin or Staff member) or entered by PayFit on the Client's instructions. Client data includes in particular:

- required documentation for the onboarding
- legal and social information relating to the Client;
- pension, mutual insurance and provident scheme contracts, and associated contribution rates;
- workforce threshold levels;
- individual information relating to Staff members (personal situation, remuneration, seniority, variable pay elements, etc.).

Contracting entity: client entity that signs the Agreement and designated by the Client to be invoiced for the provision of Services to all entities covered by the Agreement. The other entities covered by the Agreement are defined as **Authorised affiliates**.

First payroll month: the month for which the Client has decided to run its first payroll for its Staff members via PayFit, once the working month has elapsed and provided that the Onboarding has been completed. This may be postponed under the conditions of the clause relating to Onboarding.

Help centre: PayFit's knowledge base accessible to the Client, containing information relating to payroll management and use of the Product.

Number of Staff members: the number of Staff members taken into account for billing, determined by the number of payslips generated in the billed month. In the absence of payroll generation, the Number of Staff members shall equal the number of Staff members billed for the last payroll carried out by PayFit or, failing that, entered in the Product at the billing date.

Onboarding: the integration by PayFit of the Client's Client data and any other data necessary to configure its Accounts prior to use of the Services.

Product: PayFit's payroll management and HRIS SaaS (software as a service) software, its

features and its documentation.

Plan: PayFit service offer chosen by the Client.

RTI submissions: RTI (Real-Time Information) submissions sent to HM Revenue and Customs (HMRC) on behalf of the Client using the Services. The following RTI submissions are supported by the Product: Full Payment Submission (FPS), Employer Payment Summary (EPS) and P11D forms.

Service Fees: for a given month, the fees charged or chargeable taking into account the Client's Plan, options chosen and applicable rates, invoiced as a monthly subscription. Service Fees consist of:

- **the Base Fee:** the portion of the fee corresponding to the monthly subscription to the Services, calculated according to the Number of Staff members for the relevant month;
- **the Fee per Staff member:** a pricing element calculated according to the Plan chosen by the Client and the Number of Staff members for the relevant month;
- the fees for any options or add-ons subscribed, according to the Number of Staff members for the relevant month.

Subscription contract: commitment detailing the Services subscribed to by the Client, their fees and their specific conditions.

Client Support: support services made available to the Client by PayFit, provided by PayFit during business Days and business Hours, in order to: (i) inform the Client about the Service features and use of the Product; (ii) assist and support the Client in its payroll management and RTI submissions; and (iii) train new Admins.

TUPE: transfer of Undertakings (Protection of Employment) Regulations 2006 or such other applicable legislation governing the transfer of businesses from time to time in force.

TUPE transfer: transfer of employees protected under TUPE to the Client.

Users: any person authorised by the Client as an Admin and/or Staff Member, by the allocation of an Account by the Client:

- **Admin (administrator)** means a natural person authorised by the Client to use the Product on behalf of and for the account of the Client, who is responsible for it (personnel management, payroll and Client data management). The Admin is an employee, service provider, collaborator or corporate officer of the Client, with the required skills and powers.
- **Staff member** means an employee, intern, apprentice, assimilated-employee corporate officer, or any other person working on behalf of the Client who may receive a payslip from the Client and benefit from an Account.

Access and use of the services

CLAUSE 1. ACCESS AND USE OF THE SERVICES

1.1 – Access, security and system requirements

The Product is accessible online via a secure SSL connection (https) and a dedicated URL. To use the Product, the Client must have: (i) a high-speed Internet connection (ADSL or Fibre), (ii) the Google Chrome browser only, and (iii) one of the following operating systems in their latest major version or a version published less than three (3) months ago: Microsoft Windows, Android, Mac OS, Apple iOS and Linux. PayFit endeavours to ensure continuous access to the Product. Access may however be interrupted, in particular for maintenance, suspensions or unavailability due to external circumstances or service providers, including in cases of force majeure.

The Services are provided optimally where the Client meets the following cumulative conditions:

- fewer than fifteen (15) Authorised affiliates per Contracting entity (Company Registration Number);
- fewer than 300 Staff members per Authorised affiliates;
- fewer than 500 Staff members per Contracting entity (Company Registration Number).

The Client must secure access to User accounts by activating two-factor authentication and using unique, strong and strictly confidential passwords. The Client is solely responsible for the designation of Users.

PayFit cannot be held responsible for fraudulent access to the Services resulting from carelessness, error or omission by Users or the Client. In the event of suspected credential compromise or fraud, PayFit may suspend the relevant Account. The Client undertakes to inform PayFit of any suspicious activity relating to its Account, including in the event of suspected fraud and/or identity theft.

PayFit may request any document necessary for access to the Product and Onboarding, in particular:

- a valid proof of identity; and
- a proof of registration of its entity dated less than three months ago.

In the event of failure to provide the required documents, or where doubts arise as to their authenticity, PayFit may suspend the commencement or performance of the Agreement and/or terminate it. Fraudulent use of PayFit constitutes a criminal offence. In the event of legitimate suspicion, PayFit reserves the right to take all appropriate measures, including initiating criminal proceedings.

1.2 - Provision of Client data - responsibility

The respective responsibilities of the parties with regard to Client Data are as follows:

The Client	PayFit
-------------------	---------------

<ul style="list-style-type: none"> • Provides and maintains accurate, up-to-date, completes Client data that complies with applicable regulations and the Agreement, in particular with regard to personal data. • Provides Client data by no later than the 10th of the First Payroll Month (unless a postponement is authorised). 	<ul style="list-style-type: none"> • PayFit does not verify the Client data provided by the Client
<ul style="list-style-type: none"> • Bears the consequences of errors resulting from inaccurate and/or incomplete Client data. 	<ul style="list-style-type: none"> • PayFit has no obligation to carry out any rectification where the error is not solely attributable to PayFit.
<ul style="list-style-type: none"> • Bears full responsibility for errors not attributable to PayFit. • Bears the legal, tax and social consequences of any desired rectifications. 	<ul style="list-style-type: none"> • PayFit may charge for any rectification requested by the Client that does not result from an error solely on PayFit's part (subject to prior written quote).

1.3 - Onboarding and First payroll month

Onboarding. The Onboarding requires the Client's active cooperation. The Client must verify that the Onboarding meets its needs and legal obligations before the end of the First payroll month. Any desired change must be notified in writing within that same deadline. Failing this, the Onboarding shall be deemed approved and will be invoiced in accordance with the Subscription contract.

Postponement. The Client may postpone the First payroll month by up to 3 (three) month free of charge, provided the request is made before the 5th of the scheduled First payroll month. Failing this, the First payroll month will be invoiced on the basis of the Number of Staff members stated in the Agreement, even if the Onboarding has not been completed or no payroll has been run via the Product. The Client may not use the Services before the Onboarding is complete. Any early use is solely at the Client's risk.

Cancellation. If the Onboarding is not completed within ninety (90) days of signing the Subscription contract due to the Client's failure to act, PayFit may terminate the Agreement by written notice by email. Onboarding fees remain due and cancellation fees of £10 (ten pounds sterling) excluding VAT per Staff member apply between the signing of the Agreement and the First payroll month in the event of:

- termination of the Agreement;
- no payroll generated in the First payroll month.

These fees are calculated based on the Number of Staff members stated in the Subscription

contract.

Once the Onboarding is complete, the Client undertakes to verify that the “HMRC amount” displayed in the Client Account on the Product matches the HMRC PAYE liability monthly breakdown displayed on the Client’s HMRC portal. PayFit must be notified of any discrepancies within three (3) business Days after the update of the Client’s HMRC account, from the 10th of the month. The Client must provide PayFit with a screenshot of the HMRC PAYE liability monthly breakdown as displayed on their HMRC portal if a discrepancy has been identified. If the Client fails to inform PayFit in accordance with the previous sentence, PayFit reserves the right to charge the Client for the time necessary to reconcile the information.

1.4 - Third-party integrations

A Third-party service is defined as any service, software, application or platform operated by a third party, independent of PayFit, to which the Client chooses to connect its PayFit account via available integrations or the PayFit API. Activation entails:

- the connection between the Client’s Account and the Third-party service;
- the transfer of Client data between PayFit and the Third-party service;
- the authorisation granted to the third party to access certain data.

PayFit acts solely as a technical intermediary and does not control Third-party services or their operation, and is not responsible for their use. Third-party content is provided "as is," without any warranty from PayFit. Third-party service may be modified, suspended or discontinued at any time, without any liability on PayFit’s part.

Services provided by PayFit

CLAUSE 2 – SERVICES PROVIDED BY PAYFIT

2.1– HMRC agent authorisation

Under the Agreement, the Client expressly mandates PayFit to act as its authorised agent for the filing of RTI submissions with HMRC under the PAYE payroll system, in accordance with applicable UK tax and employment legislation. PayFit has been officially recognised by HMRC for this purpose. The Client remains solely responsible for any penalties or charges due to HMRC or any third party arising from a failure to produce a compulsory submission, inaccuracies in the amounts declared, or the omission of Staff members from the submission.

2.2 – License grant

In consideration of the Service Fees, PayFit grants the Client a personal, non-exclusive, non-assignable and non-transferable right to use the Product during the Term. This right is granted based on the Number of Staff members. The licence does not confer any ownership rights over the Product, which remains the exclusive property of PayFit. The Client must only assign an Admin Account to carry out payroll via the Product, in compliance with PayFit’s

intellectual property rights as defined in the article "Intellectual property rights." In the event of a breach, PayFit may immediately terminate the Agreement, suspend access and claim damages.

2.3 – Client Support

Unless otherwise subject to additional billing upon presentation of a prior quote, options and adjustments are excluded from the standard Service Fees; Client Support is included in the Service Fees. Client Support may be requested at any time, exclusively through the Help centre, which is accessible to Admins only, from their Account.

Routine Account administration tasks (such as creating Users and updating payroll data) must be carried out by the Client and do not fall within the scope of Client Support service. PayFit will not handle requests that fall outside its scope, in particular where they:

- do not relate to the use of the Product;
- fall under routine Account administration;
- do not originate from an Admin account;
- are contrary to applicable law or the Agreement.

PayFit Copilot. PayFit offers an automated assistance service ("Copilot") based on artificial intelligence, made available to Admins and Staff members; for the latter, Copilot may be deactivated by the Client. In any event, the response provided may not be complete, up-to-date or adapted to the Client's or User's situation, and they must verify responses before making any decision. PayFit is not responsible for errors, omissions, damages or consequences related to Copilot's responses. Any decision made on this basis is the sole responsibility of the Client and/or the User.

2.4 – Services modifications

Plans are not customisable. The Client may not waive all or part of the Services included in its Plan. PayFit may change the Services, in particular for legal or technological reasons. Any changes are binding on the Client without notice, from the date of their implementation and/or communication. The Agreement is not tied to the provision of new features in the future.

2.5 – Changes in the Client's circumstances

The Agreement was concluded on the basis of the information provided by the Client at the time of execution. Any material change in the Client's position during the Term could affect the Fees, the provision of the Services, or may mean that PayFit is unable to provide the Services in whole or in part. PayFit shall have no liability for any impact on or failure to provide the Services in such circumstances.

The Client undertakes to notify PayFit via the Help Centre at least three (3) months in advance of:

- any change incompatible with the Service limitations defined in the Agreement, including the number of Staff members increasing over 500 or any agreed number set out in the Subscription contract;

- the submission of any Staff member to foreign legislation;
- an Authorised affiliate being established outside of the UK, or Staff members being appointed outside of the UK;
- an Authorised affiliate ceasing to be an Authorised affiliate, or any change in the organisation of the Contracting entity, an Authorised affiliate or the group structure, including the creation or cessation of branches;
- the closure or transfer of the Contracting entity;
- any merger, disposal or demerger.

In the event of insolvency proceedings being opened, the Client undertakes to inform PayFit as soon as reasonably possible.

In the event of a change in the Client's situation, the Parties will liaise to assess the Client's situation and organise the continuity of the Services where possible. In the absence of an agreement by the end of the month following notification by the Client or by PayFit, the Agreement shall be automatically terminated at the end of the second month.

TUPE transfer support

PayFit may provide additional services to support the Client in transferring the relevant Staff members to the Client's account in connection with any TUPE transfer, subject to prior written agreement with the Client including additional fees.

PayFit must be notified of TUPE transfer requests before the first day of the month prior to the TUPE transfer.

The Client acknowledges that the TUPE transfer support is provided by PayFit with the assistance of the Client, who undertakes to provide PayFit with all relevant Client data requested by PayFit in accordance with the deadlines set out in the Agreement. Consequently, the Client acknowledges that PayFit shall not be liable for any inaccurate or incomplete Client data or any delay attributable to the Client.

2.6 – Maintenance

PayFit provides corrective and evolutionary maintenance of the Product at no additional charge and may install updates or new versions for this purpose. The Services may be temporarily unavailable, in particular for maintenance. PayFit endeavours to carry out maintenance outside Business days and Business hours, or will provide reasonable advance notice when scheduled unavailability exceeds one hour.

2.7 – Beta programmes

PayFit may automatically and free of charge activate the Client's access to Beta Features, which are distinct from or complementary to the Service features. Access to such features may be terminated at PayFit's initiative at any time. PayFit has no obligation to offer, at the end of the test phase, an identical or similar version, or to commercialise the Beta Features. Beta Features

are provided "as is"; they are provisional, provided on an experimental basis and not definitive. The Client acknowledges using these Features knowingly and under its own responsibility. PayFit retains ownership of the Intellectual Property Rights relating to the Beta Features in accordance with the clause "Intellectual Property Rights."

Fees and payment

CLAUSE 3 – FEES AND PAYMENT

3.1 – Fees

The Service Fees, including the Onboarding fees, are set out in the Subscription contract. All prices are exclusive of VAT and other taxes, levies, duties or charges payable by the Client in accordance with the regulations in force at the date of invoicing. The Client owes PayFit all amounts due under the Agreement. The Agreement is concluded exclusively for the Contracting entity and its Authorised affiliates. Without prejudice to PayFit's other rights and remedies, if the Client extends the Services to one or more additional Authorised affiliates during the Term, the Service Fees will be revised and an amendment to the Agreement may be signed.

3.2 – Fees changes

PayFit may modify all or part of the components of the Service Fees, in particular due to:

- changes to the features, Plans and/or offers associated with the Services and options, including partner offers;
- changes in the costs associated with the provision of the Services (hosting, security, support, maintenance).

The new Service Fees will be notified to the Client and will apply to Services provided after such notification.

Notwithstanding any change to the Service Fees, PayFit may increase them annually on each anniversary of the Effective Date, in accordance with the percentage increase in the UK Consumer Price Index over the preceding twelve (12) months.

3.3 – Billing and invoicing

Services are invoiced as follows:

The Service Fees are invoiced **mid-month**, based on the Services used during the previous month. For the First payroll month, the Service Fees are based on the number of Staff members stated in the Subscription contract.

Onboarding Fees stated in the Subscription Contract are invoiced upon its signing

Payroll postponement or absence. If the Client postpones its First payroll month more than three times, except as expressly stated otherwise in the Subscription contract, or after the 4th day of the planned month, the Service fees will be invoiced according to the number of Staff members and Authorised affiliates entered in the Product at the billing date.

If no payroll is generated, the Client will be invoiced according to the Number of Staff members billed for the last payroll carried out via the Product or, failing that, according to the Number of Staff members entered in the Product at the billing date.

Payment. Each invoice must be settled within 30 (thirty) days of its date of issue. Payment is made by direct debit via GoCardless. The Client expressly accepts GoCardless's terms of use. The direct debit is made on the date of issue. PayFit sends invoices by email in PDF format to the address stated in the Subscription Contract.

3.4 – Interest on late payment

In the event of late payment, and without prejudice to PayFit's other rights and remedies, interest shall accrue on a daily basis on any overdue amounts at an annual rate of 8% above the then-current base lending rate of the Bank of England at the due date for payment of the relevant Fees, commencing on the day after the due date and continuing until fully paid, whether before or after judgment.

A fixed-sum indemnity for recovery costs shall also be due in accordance with the following thresholds: £40 for debts under £1,000, £70 for debts between £1,000 and £9,999, and £100 for debts of £10,000 or more ; in each case excluding VAT, without prejudice to any damages and other costs that PayFit may claim.

PayFit may terminate the Agreement in accordance with clause 5.2.

Obligations and liability

CLAUSE 4 – OBLIGATIONS AND LIABILITY

4.1 – PayFit's obligations and liability

Obligations. PayFit performs its contractual obligations on a best-efforts basis, particularly when the Services are provided in collaboration with the Client. PayFit undertakes to:

- provide Services compliant with the legal and regulatory obligations relating to payroll, HR management and Social Declarations;
- provide Services in accordance with the documentation and the Agreement;
- guarantee the suitability of the Services provided for the Client data;
- request from the Client any necessary information not yet in its possession;
- take all precautions required by the state of the art for the protection of personal data; and implement adequate security measures for the Product.

No legal advice. The Services do not constitute legal, tax, social, accounting or financial advice from regulated professionals. The Client remains solely responsible for the use made of the Services provided.

Liability. PayFit is responsible for the consequences of its faults, errors or omissions, except in the case of damage caused in whole or in part by the Client, a User, an external event or force majeure. PayFit cannot be held responsible, in particular: for the accidental destruction of data or Client data by the Client or a third party; for the consequences of a delay or failure by the Client to send information necessary for the provision of the Services; for the provision of inaccurate or incomplete Client data by the Client or an authorised third party; for problems accessing the Client's hardware or internet connection; for non-processing of a request subject to an unvalidated quote; or for any damage related to the use of Third-Party Services.

Nothing in this Agreement excludes or limits the liability of PayFit for death or personal injury caused by PayFit's negligence, for fraud or fraudulent misrepresentation, or for any other matter for which it would be unlawful to exclude or limit liability under English law.

Limitations. Subject to the foregoing, PayFit shall not be liable to the Client, whether in tort, breach of contract, breach of statutory duty or otherwise for any of the following types of loss or damage, howsoever arising:

- loss of profits;
- loss of sales,
- turnover or revenue;
- loss of business or business opportunity;
- loss of goodwill or reputation;
- loss of anticipated savings; wasted expenditure;
- loss, corruption or alteration of data or information, pure economic loss;
- or any indirect, special or consequential loss or damage, whether or not the Client had been advised of the possibility of such loss or damage.

PayFit's total aggregate liability is limited, for all causes combined, to the total amount paid by the Client for the affected Authorised affiliate(s) suffering the damage during the twelve (12) months preceding the incident.

4.2 – Client's obligations and liability

Obligations. Obligations. Given the nature of the Services, the Client is bound by an active cooperation obligation throughout the Term. The Client must designate an available, reachable and responsive contact, with the necessary competence and authority to ensure compliance with the deadlines required for the proper provision of the Services. The Client undertakes to comply with all of its contractual obligations, including those relating to :

- the granting of User Accounts and security;
- the provision of Client data and keeping it up-to-date in real time;
- informing PayFit of any changes in its circumstances or those of its Staff members and

entities;

- maintaining active cooperation throughout the Term; and payment of the Service Fees.

Furthermore, the Client undertakes to ensure access to the Services via the required telecommunications means. The Services may not be used for illegal or prohibited purposes. It is prohibited to upload Client Data containing viruses or harmful programmes, or illegal content.

Liability. The Client uses the Services under its sole responsibility and must ensure compliance with the Agreement by its Users. The Client is responsible for:

- Client data and its transmission to PayFit; preventing any unauthorised access to Admin Accounts;
- errors made by its Users when using or connecting to the Services;
- enabling PayFit to act as its authorised HMRC filing agent and revoking such access upon termination of the Agreement; decisions made on the basis of the Product;
- protecting its Users' computer hardware against Viruses and intrusions;
- the choice and management of its internet access provider; and keeping its own data and Client data, including the retention of payslips in accordance with applicable UK statutory requirements, noting that storage on the Product does not constitute legal archiving.

Any error, omission or incomplete information may result in errors in PayFit's performance of its obligations without any liability on PayFit's part. The Client bears full responsibility for the consequences of its own actions, errors or omissions, as well as those of its Users. In the event of non-compliance with these obligations by the Client or Users, PayFit may suspend access to the Accounts and provision of the Services, and terminate the Agreement without notice or compensation.

17 Term and termination

CLAUSE 5 – TERM AND TERMINATION

Unless otherwise stipulated, the Agreement comes into force upon the date of signature of the Subscription contract and runs until the end of the First payroll month. The Agreement is then automatically renewed for successive periods of one (1) month, unless terminated in accordance with this clause.

5.1 – Termination for Onboarding failure

In the absence of provision of the Client data necessary for the Onboarding, PayFit may terminate the Agreement with immediate effect by written notice by email to the contact email of the Client as set out in the Subscription contract, without notice or compensation. Onboarding Fees and cancellation fees remain due.

5.2 - Termination for cause

If one of the Parties fails to comply with its obligations, the other Party may give written notice to remedy the breach. Failing compliance within fifteen (15) days of receipt of such notice, the other Party may terminate the Agreement automatically with immediate effect, and claim damages.

Termination for the Client's failure to pay is governed by the provisions relating to late payment. In the event of material or persistent breach by the Client (including failure to pay), PayFit may, without prejudice to its other rights and remedies, terminate the Agreement at any time by written notice with immediate effect and claim damages. Revocation of the direct debit mandate without prior proper termination of the Agreement constitutes a material breach.

5.3 – Termination for convenience

Unless otherwise provided in the Agreement, termination may occur under the following conditions:

- **Termination by the Client:** notification via the PayFit Help Centre, accessible to Admin using a message titled 'termination'. The termination month will be the third calendar month following the month during which notice is given. The Services will remain available until the effective termination date. A termination notice sent in May shall take effect after the payroll processing and RTI submissions for the month of August have been completed.
- **Termination by PayFit:** by registered letter with acknowledgment of receipt to the Client's last known registered office address, with a minimum notice period of two (2) months.

The Client acknowledges that the Service Fees will be invoiced until the effective end of the Agreement. If no payroll is generated during the notice period, the Client will be invoiced according to the Number of Staff members counted for the previous invoice. The last payroll and/or RTI submissions for the termination month will be carried out by PayFit.

5.4 – Consequences of termination

5.4.1 Upon termination, amounts due at the effective date of termination must be paid to PayFit. Termination does not entitle the Client to any refund of amounts already paid. At the effective date, provision of and access to the Services are discontinued. If termination occurs during the calendar year, PayFit has no obligation with respect to Social Declarations outside the Term. The Client is solely responsible for these formalities.

5.4.2 In the event of termination of the Agreement for any reason whatsoever, the return of data may be requested by the Client. After a period of twelve (12) months following the effective date of termination, Client Data and PayFit deliverables may be subject to a deletion process intended to render them unusable, except where legal obligations require the retention of certain personal data. The request for data return must be made in writing via the Client Support within

no more than thirty (30) days from the end of the Agreement. All data will be made available for download or, if the volume is too large, by sending an external storage device. It is the Client's responsibility to retain its data upon termination of the Agreement, including its invoices and payslips, as PayFit does not provide any archiving service.

5.4.3 Upon termination of the Agreement, the clauses that by their nature are intended to continue to apply shall remain in full force and effect, including in particular the articles "Fees and payment" "Intellectual Property Rights" "Personal data processing" "Confidentiality," "Liability."

© Intellectual property rights

CLAUSE 6 – INTELLECTUAL PROPERTY RIGHTS

6. 1 – PayFit's intellectual property

Licence to use. The right to use the Product is understood exclusively as the right to use the Product in SaaS mode via connection to an electronic communications network. The Client undertakes not to modify, adapt, translate, arrange, distribute, decompile, disassemble, reverse engineer, identify source code, merge with other software, copy, reproduce, transcode, adapt or alter the software, unless expressly authorised under applicable law. The Client must not carry out any intrusion, vulnerability or other security assessment testing without PayFit's prior written agreement. The Client shall inform PayFit without delay of any potential infringement of any Intellectual property rights related to the Services or the Product. The Client is prohibited from using the PayFit trademark and/or name as a domain name.

Warranty. If a third party claims that the compliant use of the Services infringes its Intellectual property rights, PayFit shall indemnify the Client for finally awarded damages and costs, provided that the Client (i) notifies PayFit without delay in writing, (ii) cooperates fully, and (iii) allows PayFit, if it so decides, to take exclusive control of the defence and negotiations. PayFit's indemnification under this article is capped at the total amount effectively paid by the Client during the twelve (12) months preceding the claim, and excludes all indirect, incidental or consequential damages.

PayFit will not indemnify the Client in the event of an infringement action resulting from:

- non-compliant use of the Services by the Client or Users;
- use in a modified form by the Client or Users;
- or an element not provided in full by PayFit. PayFit may, at its option: (i) obtain the right to continue using the Product; (ii) replace or modify the Services; or (iii) terminate the Agreement and refund amounts paid on a pro-rata basis. The elements comprising the Services belong to PayFit or are licensed to it and are protected against any unauthorised use. Any use not provided for in the Agreement requires PayFit's prior written consent.

The Client warrants that Users will comply with PayFit's Intellectual property rights. The Client is prohibited from allowing any third party to:

- modify, create derivative works from, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services;
- use or access the Services to build competing products or services;
- or licence, sell, transfer, assign, distribute, outsource or commercially exploit the Services.

6.2 – Client's data and content

The Client retains ownership of all Client data that it uploads or integrates into the Product. Such Client data may be transmitted by PayFit to any administrative or judicial authority that requests it. The Client grants PayFit the right to host, use, display and process its Client data to provide the Services. The Client undertakes not to store, upload or transmit any Client data not directly related to the Services.

6.3 – Marketing and references

The Client grants PayFit a non-exclusive, royalty-free licence, valid worldwide for an indefinite period, to reproduce its logos and trademarks in its communications and on its websites for public referencing purposes.

Data protection

CLAUSE 7 - DATA PROTECTION AND CONFIDENTIALITY

7.1– Personal data processing

Information regarding the processing of personal data carried out by PayFit as a data controller is available via the [Privacy Policy](#). The Privacy Policy forms an integral part of the Agreement. The Client undertakes not to transmit any personal data to PayFit prior to the signing of the Agreement. The Client acknowledges and accepts that PayFit shall have no legal or regulatory obligation with respect to the processing of data transmitted prior to signing.

In the context of the performance of the Agreement, the Client acts as data controller and PayFit acts as data processor. Their respective obligations are governed by the Data Processing Rules set out in the [Online Documentation](#), which forms an integral part of the Agreement.

7.2 – Data analytics and improvement

In order to develop or improve the Services, PayFit may: compile statistics and information on the performance, operation and use of the Services; and use data from the Services for the security and management of its operations. PayFit may publish these analyses. They do not include Client data, personal data or Confidential Information that would allow identification of the Client, Staff members or any other natural person.

7.3 – Confidentiality

The Parties undertake not to disclose confidential information exchanged, whether in writing and/or orally, in the context of the performance of the Agreement. However, the confidentiality obligation does not apply to information, documents and data:

- that are in the public domain at the time of their communication or fall into it subsequently;
- that have been received from a third party without any confidentiality obligation;
- that must be disclosed by virtue of a law, court decision, or at the request of a public authority;
- relating to the existence of the Agreement and the contractual relationship.

Each Party may only disclose confidential information to its employees, agents, sub-contractors and authorised persons, imposing on them an equivalent protection obligation. Confidentiality obligations must be complied with throughout the Term and for five (5) years following its expiry or termination.

General provisions

CLAUSE 8 - GENERAL PROVISIONS

8.1 – Insurance

PayFit holds a professional indemnity insurance policy, kept up to date, covering the liabilities that may arise from the provision of the Services.

8.2 – Force majeure

The Parties are not responsible for the consequences of a force majeure event, including but not limited to: telecommunications failure, Internet failure, act of God, act of a third party, governmental act, war, fire, flood, explosion, or civil commotion. Notwithstanding the foregoing, nothing in this clause shall excuse the Client from any payment obligation under the Agreement.

Each Party must notify the other, in writing and as soon as possible, of the occurrence of such an event.

The obligations of the affected Party shall be suspended without incurring liability. If one of the Parties is prevented from performing an essential obligation for more than thirty (30) days, either Party may terminate the Agreement automatically by registered letter with acknowledgment of receipt, without indemnity.

8.3 – Severability

If any provision of the Agreement is found to be invalid, illegal or unenforceable under applicable law or by a final court decision, that provision shall be deemed deleted from the Agreement, without affecting the validity or enforceability of the remaining provisions. Where permitted, the Parties shall negotiate in good faith to replace any such invalid, illegal or unenforceable provision with a valid provision that, to the greatest extent possible, achieves the same commercial and legal effect as the original provision.

No failure or delay by either Party in exercising any right or remedy provided under the Agreement or by law shall constitute a waiver of that right or remedy, nor shall it prevent or restrict any further exercise of that right or remedy.

8.4 – Entire agreement

The Agreement contains all of the obligations of the Parties and supersedes all prior agreements relating to its subject matter. No document or indication may create new obligations not provided for in the Agreement, in the absence of a signed amendment between the Parties.

PayFit may freely transfer all or part of its rights and obligations to an affiliated company or a third party of its choice, by assignment, sub-licence or other contract, without the Client's prior consent.

8.5 – Relationship of the Parties

Each Party is legally and financially independent, acting in its own name and under its own responsibility. The Agreement does not create any association or agency between the Parties, who are prohibited from making commitments on behalf of and for the account of the other.

8.6 - Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

Each Party irrevocably agrees that the courts of England and Wales, sitting in London, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, including any dispute relating to its existence, validity, interpretation, or performance, that the Parties have been unable to resolve amicably.

Notwithstanding the foregoing, PayFit reserves the right to seek injunctive or other equitable relief before any court of competent jurisdiction for the protection of its intellectual property rights.