TERMS OF SALE

INTRODUCTION

The website you are visiting ("the Website") has integrated the Clickio Consent Management Platform, a service provided by ALZ Software Limited (registered in England under company number 08587206, with its registered address at Unit 2.05, 12-18 Hoxton Street, London, UK, N1 6NG, herein referred to as "Clickio", "we", or "us"). This integration is designed to facilitate important disclosures and gather visitors' privacy preferences.

As a visitor to the Website, you can be presented with two options:

1) Granting consent to personalized advertising and the associated processing of personal data.
2) Opting for a monthly subscription fee to access the Website.

These Terms of Sale are applicable to you when you opt to pay a monthly subscription fee, thereby accessing the Website without consenting to personalized advertising. This subscription is managed by Clickio, as per the instructions of the Website. Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Clickio CMP"	Clickio Consent Management Platform's User Interface that is implemented on the Website by the Publisher, which allows you to purchase and manage your Subscription;
"Contract"	means a contract for the purchase of a Subscription to access Website Content, as explained in Clause 4;
"Website Content"	means the digital content made accessible to you via the Subscription, sold by Us through Clickio Widget on the Website;
"Subscription"	means a subscription to Our Site providing access to Website Content;
"Subscription Confirmation"	means our acceptance and confirmation of your purchase of a Subscription;
"Subscription ID"	means the reference number for your Subscription; and
"We/Us/Our"	means ALZ Software Limited, a company registered in England under company number 08587206, whose registered address is Unit 2.05, 12-18 Hoxton Street, London, UK, N1 6NG.

2. Business Customers

These Terms of Sale do not apply to customers purchasing Subscriptions and accessing Website Content in the course of business.

3. Subscriptions, Website Content, Pricing and Availability

3.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but may apply to any subsequent renewal or new Subscription. In this case, we will inform you of any applicable change in price at least 6 weeks before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in Clause 10.

3.2 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed.

3.3 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond.

3.4 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to Clause 10.

3.5 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

4. Orders – How Contracts Are Formed

4.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.

4.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Website Content that results from you providing incorrect or incomplete information.

4.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract

between Us and you.

4.4 Subscription Confirmations shall contain the following information:

4.4.1 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription;

4.4.2 Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;

4.4.3 The duration of your Subscription.

4.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 14 calendar days.

4.6 Any refunds under this Clause 4 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.

4.7 Refunds under this Clause 4 will be made using the same payment method that you used when purchasing your Subscription.

5. Payment

5.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when we process your order and send you a Subscription Confirmation.

5.2 If you do not make any payment due to Us on time, We will suspend your access to the Website Content.

5.3 If you believe that We have charged you an incorrect amount, please contact Us at support@clickio.com as soon as reasonably possible to let us know. You will not be charged for Website Content while availability is suspended.

6. Provision of Website Content

6.1 Website Content appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until you end the Contract.

6.2 When you place an order for a Subscription, you will be required to expressly acknowledge that you wish the Website Content to be made available to you immediately. By accessing the Website Content, you will lose your legal right to cancel if you change your mind (the “cooling-off period”).

6.3 Clickio does not own or operate the Website, so we cannot guarantee the continued availability of the Website Content. In the event of the Website Content being unavailable or breaching any laws or regulations, you are eligible for a refund in accordance with Clause 8.

7. Licence

7.1 When you purchase a Subscription to access Website Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Website Content for personal, non-commercial purposes. The licence granted to you does not give you any rights in the Website Content (including any material that We may licence from third

parties).

7.2 The licence granted to you under sub-Clause 7.1 is subject to the following usage restrictions and/or permissions:

7.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Website Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

8. Problems with the Website Content

8.1 Clickio does not operate or own the Website. Our role is limited to managing your Subscription as part of the Clickio Consent Management Platform. As such, we do not have control over the content, management, or operational decisions of the Website. While the Website endeavours to provide continuous access to its content, Clickio cannot guarantee the uninterrupted availability or the quality of the Website's content. The Website is solely responsible for its content and the maintenance of its service.

8.2 In the event that the Website's content is unavailable for more than 10 cumulative hours within a calendar month, subscribers may be eligible for a refund. This is contingent upon the unavailability not being caused by factors outside the Website's reasonable control, such as internet outages or subscriber-specific issues.

8.3 If it is determined that the Website's content is in breach of applicable laws and regulations, subscribers will be eligible for a refund.

8.4 If there is a problem with any Website Content, please contact Us support@clickio.com.

8.5 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.

8.6 Refunds under this Clause 8 will be made using the same payment method that you used when purchasing your Subscription.

8.7 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

9. Cancelling Your Subscription

9.1 If you are a consumer, by default you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you your Subscription Confirmation (i.e. when the Contract between you and Us is formed) and ends when you access the Website Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.

9.2 After the cooling-off period, you may cancel your Subscription at any time, however subject to sub-Clause 9.3 and Clause 10, We cannot offer any refunds and you will continue to have access to the Website Content for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

9.3 If you purchase a Subscription by mistake (or allow your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Website Content. Provided you have not accessed any Website Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If you have accessed any Website Content once the Subscription has started, We will not be able to offer any refund and you will continue to have access to the Website Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).

9.4 You can cancel your Subscription online at any time from your account, which you can access through the Clickio CMP on the Website. Cancelling online stops your Subscription from renewing, and you keep access to the Website Content until the end of your current Subscription period. If you are requesting a refund under sub-Clause 9.1 or 9.3, please email support@clickio.com with the email address used for your Subscription, the Website domain and the reason for your request.

9.5 Refunds under this Clause 9 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.

9.6 Refunds under this Clause 9 will be made using the same payment method that you used when purchasing your Subscription.

10. Your Other Rights to End the Contract

10.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Website Content, or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Website Content until that date.

10.2 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

10.3 Refunds under this Clause 10 will be made within 14 calendar days of the date on which your cancellation becomes effective, using the same payment method that you used when purchasing your Subscription.

10.4 If you wish to end the Contract under this Clause 10, you can cancel online from your account or email us at support@clickio.com. If you are requesting a refund under this Clause, please email support@clickio.com.

11. Our Liability to Consumers

11.1 Our liability is limited to the management of your Subscription and does not extend to the operation or content management of the Website. Any further legal implications or liabilities arising from the Website's content or operational practices fall under the purview of the Website and its operators.

11.2 We do not operate the Website and we do not produce its Content. We make no warranty or representation that the Website Content is fit for commercial,

business or industrial use of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

11.3 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

11.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

11.5 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

12. Contacting Us

12.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at support@clickio.com.

12.2 For matters relating to your Subscription, please contact Us by email at support@clickio.com.

13. How We Use Your Personal Information (Data Protection)

We will only use your personal information as set out in Our Privacy Policy, available from https://legal.clickio.com/Paywall/PrivacyPolicy.

14. Other Important Terms

14.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

14.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

14.3 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

14.4 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

14.5 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are

not happy with them.

15. Law and Jurisdiction

15.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales**.**

15.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.

15.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

15.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.