

INSIGNIA COLLECTIVE LTD
END USER LICENCE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY: BY CLICKING ON THE “ACCEPT” BUTTON OR OTHERWISE MAKING USE OF THE PLATFORM, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT PRESS SUBMIT OR OTHERWISE MAKE USE OF THE PLATFORM.

1. Who We are and what this EULA does

1. This end user licence agreement (**‘EULA’**) is a legal agreement between you (**‘You’**, **‘Your’**) and Insignia Collective Ltd trading as ‘Base Kamp’, incorporated and registered in England and Wales with company number 14066637 whose registered office is at 79 Tib Street, Manchester M4 1LS (**‘We’**, **‘Us’**, **‘Our’**) for You to use:

- 1.1. the online platform, the data supplied with the platform and any updates or supplements to it (**‘Platform’**);
- 1.2. any related online or other electronic documentation (**‘Documentation’**); and
- 1.3. the service(s) You connect to via the Platform and the content We provide to you through it (**‘Service’**),

on a non-exclusive, non-transferable basis.

2. Where You are:

- 2.1. a supplier (**‘Supplier’**) of the hairdressing and beautician services provided on the Platform (**‘Supplier Services’**), the EULA will continue for as long as You are a member of the subscription services supplied by Us under membership terms (**‘Membership Terms’**), and this EULA will automatically terminate with immediate effect if You cease Your Membership with Us; or
- 2.2. a consumer accessing the Platform for the provision of placing a booking for or purchasing the Supplier Services (**‘Consumer’**), the EULA will be granted as permitted under these Terms.

3. The rights granted under this EULA are granted to You only and shall not be considered granted to any subsidiary or holding company. You shall use reasonable endeavours to prevent any unauthorised access to, or use of the Platform and notify Us promptly of any such unauthorised access or use.

2. Operating System Requirements

1. The Platform will specify the applicable operating system requirements and these requirements may differ between desktop and mobile devices. Please ensure that You review the relevant Platform description provided online by Us prior to using the Platform.

2. You must have the following minimum requirements in place in order to use the Platform:

- 2.1.Windows 8 or greater;
- 2.2.Intel Pentium 4 or greater;
- 2.3.4Gb RAM or greater;
- 2.4.such system requirements as are specified by Us on the Platform;
- 2.5.stable internet connectivity, recommended at a download speed of at least 5Mbps,

or, to the extent applicable, adequate and appropriate alternatives of the foregoing requirements (it being noted that if any of the foregoing requirements are not in place the Platform may not operate sufficiently).

3. Your Privacy

3. Under data protection legislation, We are required to provide You with certain information about

who We are, how We process the personal data of those individuals who use the Platform and the Documents for what purposes those individuals' rights in relation to their personal data and how to exercise them. This information is provided in the Privacy Policy contained at basekamp.co.uk and it is important that you read that information.

4. Please be aware that internet transmissions are never completely private or secure and that any message or information You send using the Platform or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. You are responsible for protecting personal data which You hold and We will not be responsible for any loss or interception of data.

4. Additional Terms

1. Please be aware that this EULA does not govern Your relationships with any Suppliers or Customers connected to the platform (as the case may be), or the contracts for the supply or purchase of those services ('**Supply Contracts**'), nor are We a party to the Supply Contracts. We strongly recommend that You carefully implement and/or review any Supply Contracts (as the case may be) and We accept no responsibility for any actions, awards, charges, claims, compensation, costs, damages, demands, expenses, interest, fees, fines, liabilities, losses, penalties, proceedings and settlements ('**Losses**') which You suffer or incur arising out of them, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
2. Where the Platform is integrated with third party software, third party terms also apply to Your use of the Platform. The ways in which You can use the Platform and Documentation may be controlled by third party rules and policies.

2. General Obligations under the EULA

- 2.1. You may download, install and use the Platform for the purpose of making available or accessing the Supplier Services only:
 - 2.1.1. on one central processing unit ('**CPU**') if the EULA is a single-user licence or the Platform is for single use; or
 - 2.1.2. if the EULA is a multi-user or network licence, by the number of concurrent users agreed.
- 2.2. You may receive and use an update of the Platform incorporating "patches" and corrections of errors as may be provided by Us from time to time.
- 2.3. Where you are a Customer, you must be 18 or over to accept these terms and use the Platform.
- 2.4. More generally, You agree that You shall:
 - 2.4.1. provide Us with all necessary co-operation and access to such information as may be required by Us in relation to this EULA;
 - 2.4.2. in order to render the Services, including but not limited to Your Data, security access information and software interfaces to Your other business applications;
 - 2.4.3. without affecting Your other obligations under this EULA, comply with all applicable laws and regulations with respect to Your activities under this EULA; and
 - 2.4.4. carry out all other responsibilities set out in this EULA in a timely and efficient manner.

3. Supplier Obligations

- 3.1. Where you are a Supplier, You may:
 - 3.1.1. access the Platform in accordance with the Membership Terms;
 - 3.1.2. make available and update your availability for the provision of the Supplier Services (and any individual as the case may be);
 - 3.1.3. facilitate the provision of payments made by Customers; and
 - 3.1.4. issue order confirmations and notifications to the Customers, as permitted.

- 3.2. You agree and undertake that You are responsible for updating information relating to any fees and availability and acknowledge that You are responsible for the accuracy, completeness and truth of any information supplied by You in relation to the Supplier Services and the Platform.

4. Customer Obligations

- 4.1. Where You are a Customer, on accessing the Platform You will be able to:
- 4.1.1.1. search for available Suppliers and view their availability via the Platform for the provision of the Supplier Services;
 - 4.1.1.2. book an Appointment with the Suppliers for the Supplier Services;
 - 4.1.1.3. receive notifications, updates and reminders of upcoming appointments; and
 - 4.1.1.4. upload personal information and keep up to date Your payment methods.
- 4.2. Where You are a Customer and You wish to make an Appointment with a Supplier, You must follow the instructions on the Platform. Any request for an Appointment shall constitute an offer by You to the Supplier to purchase the Supplier Services, governed by the applicable terms and conditions made available by the Supplier by the Platform (**'Supplier Terms'**).
- 4.3. From the point at which You make a request for an Appointment, we act solely as an intermediary between You and the Supplier. In order to fulfil the purpose of the Appointment, We will transmit Your details to the Supplier.
- 4.4. The Suppliers are fully responsible for updating information of their Fees, availability, policies and Supplier Terms, and all information displayed on the Platform.
- 4.5. It is Your responsibility to verify the suitability of the Supplier Services and Supplier and make Appointments with the Supplier, and verify the truth, completeness and accuracy of the information the Supplier posts on the Platform.
- 4.6. You agree and acknowledge that We are not in any way responsible for:
- 4.6.1. any amendments, updates or cancellations of any Appointment;
 - 4.6.2. any inaccuracies, untruths or incompleteness of the description of the Supplier Services, or information provided or uploaded by the Supplier on the Platform;
 - 4.6.3. any failure for a notification being receiving on Your device that contributed to or result in You being late or missing an Appointment;
 - 4.6.4. any cancellations made by You or the Supplier; or
 - 4.6.5. any performance of the Supplier Services.
- 4.7. Any fees displayed by the Supplier for the Supplier Services made available by the Supplier via the Platform shall be payable to the Supplier in accordance with the Supplier Terms.

5. Our Obligations

- 5.1. We undertake that the Services will be performed substantially in accordance with the clauses of this EULA and with reasonable skill and care. This undertaking shall not apply to the extent of any non-conformance which is caused by use of the Platform contrary to Our instructions or modification or alteration of the Platform by any party other than Us or Our duly authorised contractors or agents.
- 5.2. If the Platform does not conform with the foregoing undertaking, We will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes Your sole and exclusive remedy for any breach of this undertaking. Notwithstanding the foregoing, We do not warrant that the Platform and Services will be free from any weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability (**'Vulnerability'**, and the term **'Vulnerabilities'** shall be construed accordingly) or that Your use of the Platform and the Services will be uninterrupted or error-free.

- 5.3. This EULA shall not prevent Us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this EULA.

6. Your Data

- 6.1. The following definitions are used in this clause:

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection, regulatory or supervisory authority and applicable to a party.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Your Data: the data inputted into the information fields of the Platform by You, or by Us on Your behalf.

- 6.2. You shall own all rights, title and interest in and to all of Your Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.
- 6.3. In the event of any Losses to Your Data, Your sole and exclusive remedy against Us shall be for Us to use reasonable commercial endeavours to restore the same from the latest back-up maintained by Us. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party, including any other users of the Platform.
- 6.4. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 6.5. The parties acknowledge that for the purposes of the Data Protection Legislation, You are the controller and We are the processor.
- 6.6. Without prejudice to the generality of clause 9.4, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data via the Platform.
- 6.7. Without prejudice to the generality of clause 9.4, We shall, in relation to any personal data processed in connection with the performance by Us of Our obligations under this EULA:
- 6.7.1. process that personal data only on Your written instructions (which are provided in the course of You uploading Your Data to the Platform) unless We are required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data ('**Applicable Laws**'). Where We are relying on Applicable Laws as the basis for processing personal data, We shall promptly notify You of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Us from so notifying You;
- 6.7.2. ensure that You have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against

accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 6.7.3. not transfer any personal data outside of the European Economic Area and the United Kingdom unless Your prior written consent has been obtained and the following conditions are fulfilled:
 - 6.7.3.1. appropriate safeguards have been provided in relation to the transfer;
 - 6.7.3.2. the data subject has enforceable rights and effective legal remedies;
 - 6.7.3.3. We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 6.7.3.4. We comply with reasonable instructions notified to Us in advance by You with respect to the processing of the personal data;
- 6.7.4. assist You, at Your cost, in responding to any request from a data subject and in ensuring compliance with Your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 6.7.5. notify You without undue delay on becoming aware of a personal data breach;
- 6.7.6. at Your written direction, delete or return personal data and copies thereof to You on termination of the EULA unless required by Applicable Law to store the personal data; and
- 6.7.7. maintain complete and accurate records and information to demonstrate Our compliance with this clause.

7. Intellectual Property Rights

- 7.1. You acknowledge that all intellectual property rights in the Platform and the Documents anywhere in the world belong to us, that rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform or the Documents other than the right to use them in accordance with the terms of this EULA.
- 7.2. You acknowledge that you have no right to have access to the Platform in source code form.

8. Termination

- 8.1. We may terminate this EULA immediately by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 8.2. On termination for any reason:
 - 8.2.1. all rights granted to you under this EULA shall cease;
 - 8.2.2. you must immediately cease all activities authorised by this EULA; and
 - 8.2.3. you must immediately and permanently delete or remove the Platform from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Platform and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

9. Our Responsibility for Losses suffered by You

- 9.1. You acknowledge that the Platform has not been developed to meet Your individual requirements, including any particular cybersecurity requirements You might be subject to under law or otherwise, and that is therefore Your responsibility to ensure that the facilities and functions of the Platform as described in the Documentation meet Your requirements.
- 9.2. We only supply the Platform and Documentation for:
 - 9.2.1. internal business use where You are a Supplier; and
 - 9.2.2. personal use where You are a Customer, and You agree not to use the Platform or Documents for any re-sale purposes.
- 9.3. Nothing in this EULA shall limit or exclude Our liability for:
 - 9.3.1. death or personal injury resulting from Our negligence;
 - 9.3.2. fraud or fraudulent misrepresentation; or
 - 9.3.3. any other liability that cannot be excluded or limited by English law.
- 9.4. Where you are a Supplier, We shall not in any circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the EULA for direct or indirect Losses including:
 - 9.4.1. loss of profits, sales, business, or revenue;
 - 9.4.2. business interruption;
 - 9.4.3. loss of anticipated savings;
 - 9.4.4. loss or corruption of data or information;
 - 9.4.5. loss of business opportunity, goodwill or reputation;
 - 9.4.6. any special, indirect or consequential losses.
- 9.5. Where you are a Customer, We are responsible for loss or damage You suffer as a foreseeable result of Our breaking of these terms, and failing to use reasonable care and skill (but We are not responsible for loss or damage that is not foreseeable). Loss or damage is foreseeable if either it is obvious it will happen or if, at the time You accepted these Terms, We and You knew it might happen.
- 9.6. Subject to clauses 12.3, 12.4, and 12.5 above, Our maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the fees paid or payable to Us by You in the previous 12 months connected with Your use of the Platform.
- 9.7. This EULA sets out the full extent of Our obligations and liabilities in respect of the supply of the Platform and Documentation. Except as expressly stated in this EULA, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Us. Any condition, warranty, representation or other term concerning the supply of the Platform and Documentation which might otherwise be implied into or incorporated in, this EULA whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 9.8. We recommend that You back up any content and data used in connection with the Platform, to protect Yourself in case of problems with the Platform or the Services.

10. Events outside of Our control

- 10.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this EULA that is caused by any act or event beyond Our reasonable control, including without limitation failure of public or private telecommunications networks (**Event Beyond Our Control**).

10.2. If an Event Beyond Our Control takes place that affects the performance of Our obligations under this EULA:

10.2.1. Our obligations under this EULA will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Beyond Our Control; and

10.2.2. We will use Our reasonable endeavours to find a solution by which Our obligations under this EULA may be performed despite the Event Beyond Our Control.

11. Communications

11.1. We may update the terms of this EULA at any time on notice to you in accordance with this clause 14. Your continued use of the Platform and Documentation following the deemed receipt and service of the notice under Condition 14.3 shall constitute your acceptance to the terms of this EULA, as varied. If you do not wish to accept the terms of the EULA (as varied) you must immediately stop using and accessing the Platform and Documentation on the deemed receipt of and service of the notice.

11.2. If We have to contact You, We will do so by email, SMS or by pre-paid post to the address You provided in accordance with Your Membership and Your registration of the Platform.

11.3. Note that any notice:

11.3.1. given by Us to You will be deemed received and properly served 24 hours after an email or SMS is sent, or three days after the date of posting of any letter; and

11.3.2. given by You to Us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

11.4. In proving the service of any notice, it will be sufficient to prove:

11.4.1. in the case of posting on Our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice;

11.4.2. in the case of a letter, that such letter was properly addressed stamped and placed in the post to the address of the recipient given for these purposes; and

11.4.3. in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

12. How to contact us

12.1. If You want to learn more about the Platform or the Service or are having any problems with them, please contact us by email admin@basekamp.co.uk.

12.2. If You think the Platform or the Services are faulty or misdescribed or wish to contact Us for any other reason please email Our customer service team at admin@basekamp.co.uk or call them on 0161 5330774.

13. Export Control Laws

13.1. Neither party shall export, directly or indirectly, any technical data acquired from the other party under this EULA (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ('**Export Control Laws**'), including United States or European export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

13.2. Each party undertakes:

13.2.1. contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in this clause; and

13.2.2. if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any

competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

14. Other important terms

- 14.1.** We may transfer Our rights and obligations under this EULA to another organisation, but this will not affect Your rights or Our obligations under this EULA.
- 14.2.** You may only transfer Your rights or Your obligations under this EULA to another person if We agree in writing.
- 14.3.** This EULA and any document expressly referred to in it constitutes the entire agreement between Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us, whether written or oral, relating to its subject matter. You agree that You shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA or any document expressly referred to in it. You agree that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA or any document expressly referred to in it.
- 14.4.** If We fail to insist that You perform any of Your obligations under this EULA, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 14.5.** Each of the terms and conditions of this EULA operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms and conditions will remain in full force and effect.
- 14.6.** This EULA, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.