



TERMS & CONDITIONS OF SERVICE

Equipped is a trading name of Woo Woo Ltd
Registered office: The Clock House, Station Approach, Marlow, Buckinghamshire, SL7 1NT
Company number: 05652346

*Governed by the laws of England and Wales
Subject to the exclusive jurisdiction of the courts of England and Wales*

IMPORTANT NOTICE: *These Terms and Conditions constitute a legally binding agreement. Please read them carefully before using the Platform or subscribing to any Services. By accessing the Platform or signing a Subscription Form, you confirm that you have read, understood, and agreed to be bound by these Terms and Conditions on behalf of the legal entity you represent. If you do not agree, you must not use the Platform or Services.*

Version date: June 2025

1. Definitions

In these Terms and Conditions, the following expressions have the meanings set out below. They apply whether used in the singular or plural.

"Admin"

Any individual employee or authorised representative of the Client who is granted access to the Cockpit and the Platform on the Client's behalf.

"Agreement"

These Terms and Conditions together with any Subscription Form(s), Order Form(s), their appendices, and any amendments agreed in writing between the Parties. In the event of conflict, the Subscription Form shall take precedence over these Terms and Conditions.

"Billing Unit"

The unit used to calculate the Fees applicable to each Service, as specified in the relevant Subscription Form (for example, the number of Enrolled Devices or the number of Employees).

"Cockpit"

The administrative interface within the Platform through which Admins manage employees, Equipment, connected applications, and related settings.

"Confidential Information"

Any information disclosed (whether in writing, orally, electronically, or by any other means) by one Party to the other, either before or after the date of this Agreement, that is identified as confidential or that a reasonable person would consider to be confidential given its nature or the circumstances of disclosure. For the avoidance of doubt, all Client Data is Confidential Information of the Client.

"Client"

The legal entity that has registered on the Platform or executed a Subscription Form, and which is entitled to use the Platform and Services under this Agreement.

"Client Data"

All data, content, and information (including personal data) relating to the Client, its Admins, its employees, and its Equipment and Devices, which is uploaded to, processed through, or generated by the Platform.

"Consumer"

As defined in the Consumer Rights Act 2015. For the avoidance of doubt, these Terms and Conditions are not intended for consumers and are drafted solely for use by businesses acting in the course of their trade, business, craft, or profession.

"Devices"

Computers, tablets, smartphones, and other computing devices belonging to or managed by the Client that are connected to or enrolled in the Platform, the number of which may be used to calculate the Fees.

"Equipment"

Electronic hardware (including Devices and accessories such as monitors, keyboards, and mice) that the Client owns or manages and which is recorded within the Platform.

"Fees"

The charges payable by the Client to Equipped for access to the Services, as set out in the applicable Subscription Form or on the pricing page of the Platform.

"Force Majeure Event"

Any event or circumstance beyond the reasonable control of a Party that prevents or delays that Party's performance of its obligations under this Agreement, including (without limitation): acts of God; flood; drought; earthquake; pandemic or epidemic declared by a competent authority; act of terrorism; war (whether declared or not); civil commotion or riot; fire or explosion; any law, order, regulation, or direction of a government, regulatory, or judicial authority; or failure of public telecommunications

networks or utilities. For the avoidance of doubt, a Party's inability to pay its debts as they fall due shall not constitute a Force Majeure Event.

"Intellectual Property Rights"

All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets), and any other intellectual property rights, whether registered or unregistered, and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order Form"

A document (in paper or electronic form, including online ordering forms on Equipped's website) specifying the Equipment the Client wishes to purchase through Equipped.

"Period"

The subscription period for each Service as specified in the relevant Subscription Form. Unless otherwise agreed in writing, each Period is one calendar month.

"Platform"

The web-based software-as-a-service application operated by Equipped, accessible at <https://app.getprimo.com>, through which the Services are provided.

"Services"

The paid features and services available through the Platform, and provided by Equipped to the Client under this Agreement, as described on the pricing page at <https://www.equippedtoscale.com/pricing> or in the applicable Subscription Form.

"Subscription Form"

A document (in paper or electronic form) which, for a given set of Services, specifies: (i) the Services subscribed to; (ii) the applicable Period and any Trial Period; (iii) the Billing Unit and/or Fees; and (iv) any other specific conditions applicable to those Services.

"Third-Party Software"

Software that is not developed or owned by Equipped but which is made available to the Client through the Platform, whether as part of the Services or via the Third-Party Software Marketplace.

"Trial Period"

A period during which the Client may use specified Services without paying the applicable Fees. The duration of any Trial Period is specified in the Subscription Form. Where no Subscription Form is in place, the Trial Period shall be fifteen (15) calendar days.

"UK GDPR"

The retained EU law version of the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, read together with the Data Protection Act 2018.

2. Purpose and Basis of Agreement

2.1 Equipped develops and operates, through its Platform, IT operations and device lifecycle management services provided.

2.2 These Terms and Conditions set out the basis on which Equipped will supply the Services to the Client and govern the entire relationship between the Parties in connection with the Services.

2.3 These Terms and Conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2.4 These Terms and Conditions are entered into between Equipped and the Client as businesses. They do not apply to or confer rights on any individual acting as a consumer.

3. Commencement and Duration

3.1 This Agreement commences on the earlier of: (i) the date on which the Client registers on the Platform; or (ii) the date on which the Client executes a Subscription Form, and shall continue unless and until terminated in accordance with clause 14.

3.2 Each Subscription Form shall take effect on the date specified therein (or, if no date is specified, on the date of execution) and shall continue for the initial Period set out therein.

3.3 Unless a Party gives written notice of termination to the other Party not less than thirty (30) calendar days before the end of the then-current Period, each Subscription Form shall automatically renew at the end of each Period for a further Period of the same duration, on the same terms (subject to any price revision notified in accordance with clause 6.3).

3.4 A Trial Period, where applicable, forms part of the initial Period. At the end of the Trial Period, unless the Client cancels the relevant Subscription Form, the Client will be billed for the Service at the applicable Fees.

4. Use of the Services

4.1 Licence

4.1.1 Subject to the Client's compliance with this Agreement, Equipped grants the Client a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform and Services for the Client's own internal business purposes during the term of this Agreement.

4.1.2 The Client may permit its Admins and employees to use the Platform and Services solely for and on behalf of the Client, provided that the Client remains responsible for their compliance with this Agreement.

4.1.3 Except as expressly permitted under this Agreement or by applicable law, the Client shall not, and shall procure that its Admins and employees do not:

- (a) copy, reproduce, distribute, republish, download, display, post, or transmit any part of the Platform in any form or by any means;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform;
- (c) observe, study, or test the functioning of the Platform in order to determine the ideas or principles underlying any element of the Platform, except to the extent permitted by applicable law that cannot be excluded by contract;
- (d) make the Platform available to any third party (whether on a SaaS, DaaS, ASP, PaaS, or any other basis);
- (e) use the Platform to process the data of any third party who is not a client, employee, or contractor of the Client;

- (f) sell, sublicense, transfer, assign, charge, pledge, or otherwise deal in any rights in the Platform or any part of it;
- (g) use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement;
- (h) use the Platform to transmit any content that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive.

4.2 Third-Party Software

4.2.1 The Platform may include or interact with Third-Party Software. Where Equipped provides Third-Party Software to the Client as part of the Services, Equipped does so as a reseller and the applicable third-party terms and conditions shall govern the Client's use of that software.

4.2.2 Any third-party software used by the Client in connection with the Platform that is not provided by Equipped is the sole responsibility of the Client.

4.3 Admin Access and Security

4.3.1 Access to the Cockpit is restricted to Admins. On registration, the Client shall designate at least one Admin who may create and manage additional Admin accounts.

4.3.2 The Client is solely responsible for: (i) maintaining the confidentiality and security of all Admin credentials; (ii) ensuring that only authorised individuals are appointed as Admins; and (iii) ensuring that each Admin is familiar with the operation of the Platform and with applicable data protection obligations.

4.3.3 The Client shall notify Equipped immediately upon becoming aware of any actual or suspected unauthorised access to, or use of, any Admin account. The Client shall promptly take all steps necessary to secure any compromised account, including changing all relevant passwords.

4.3.4 All actions carried out via an Admin login shall be deemed to have been carried out by the Client, save where the Admin's login has been deactivated prior to the relevant action.

4.3.5 The Client is responsible for ensuring that all Admins comply with the terms of this Agreement and with applicable law.

5. Description of Services

5.1 Overview

The Services available to the Client are listed in the relevant Subscription Form. A full description of the Services and applicable pricing is available at <https://www.equippedtoscale.com/pricing>.

5.2 Service Scope

5.2.1 The Services provides the Client with access to the Platform to manage an inventory of Equipment, including the ability to purchase, resell, ship, and arrange the repair of Equipment through Equipped. Access to the Platform for these purposes is provided within the Subscription Fee; however, the purchase, resale, shipping, and repair of Equipment are subject to separate charges as described in clause 6.

Equipment Orders (clause 5.2.2)

5.2.2 Where the Client places an order for Equipment through the Platform:

- (a) Equipped shall use reasonable endeavours to dispatch Equipment within two to three working days of receipt and confirmation of an Order Form and full payment of all sums due.
- (b) Delivery shall be deemed to occur when the Client (or an Admin acting on its behalf) takes physical possession of the Equipment.

(c) The Client shall inspect all Equipment promptly on delivery and must notify Equipped in writing of any non-conformity, damage, or shortage within twenty-four (24) hours of delivery, including a copy of any reservation or complaint made to the carrier. Failure to notify within this period shall constitute acceptance of the Equipment.

(d) Subject to clause 5.2.2(c), the Client may return unopened Equipment within fourteen (14) calendar days of delivery for a full refund of the Equipment price, less any shipping costs. Once Equipment has been opened, it may not be returned unless it is defective.

(e) Risk in the Equipment shall pass to the Client on delivery. Title to the Equipment shall pass to the Client on receipt of full payment.

(f) Equipped currently organises delivery within the United Kingdom and the European Union. Delivery to other destinations may be available by prior written agreement and may be subject to additional charges.

Equipment Repairs and Resale (clause 5.2.3)

5.2.3 Through third-party partners, Equipped can facilitate the repair and resale of Equipment. Any repair or resale will be quoted by the relevant partner. Upon the Client accepting a partner's quote, the partner's own terms and conditions shall govern that transaction, and Equipped shall have no liability in respect of it.

Shipping (clause 5.2.4)

5.2.4 The Client may purchase shipping labels through the Platform. When the Client does so, Equipped acts as a reseller of the relevant shipping provider's services. The shipping provider's own terms and conditions shall govern that transaction.

5.3 Mobile Device Management ("Equipped MDM")

5.3.1 This Service enables the Client to remotely configure, monitor, lock, and wipe enrolled Devices, and to enforce security policies across its Device estate, among other functions. Further details are available at <https://www.equippedtoscale.com>.

5.3.2 The Client acknowledges that actions such as remote wipe are irreversible. The Client is solely responsible for ensuring that only authorised Admins initiate such actions and that appropriate safeguards are in place before doing so. Equipped accepts no liability for loss of data resulting from the Client's use of remote wipe or similar features.

5.4 User Provisioning ("Connected Apps")

5.4.1 This Service enables the Client to automatically provision and deprovision user accounts in connected third-party applications that the Client integrates with the Platform. Further details are available at <https://www.equippedtoscale.com>.

5.5 Third-Party Software Marketplace ("Integrations")

5.5.1 Through the Platform, the Client may subscribe to certain third-party software products. Equipped acts as a reseller in these transactions. The third-party's own terms and conditions shall govern the Client's use of any such software, and Equipped shall have no liability in respect of it.

6. Fees and Payment

6.1 Fees

6.1.1 All Fees are as set out in the applicable Subscription Form or, where no Subscription Form is in place, on Equipped's pricing page. All amounts are stated exclusive of value added tax (VAT) and any other applicable taxes, which shall be added at the prevailing rate and are payable by the Client.

6.1.2 Where Fees are calculated by reference to Billing Units, they shall be calculated based on whichever is the greater of: (i) the number of Billing Units in use at the end of the relevant Period; or (ii) any minimum billing commitment specified in the Subscription Form.

6.1.3 Equipped shall invoice the Client for Fees at the end of each Period, unless otherwise agreed in writing.

6.2 Equipment, Repair, and Shipping Charges

6.2.1 The price of Equipment is as indicated on the Platform at the time of order. Equipped shall use reasonable endeavours to ensure that Platform prices are equivalent to those available from the relevant manufacturers, but cannot guarantee that they represent the lowest available market price.

6.2.2 Payment for Equipment orders is due in full at the time of acceptance of the Order Form.

6.2.3 Repair charges are as quoted by Equipped's third-party repair partners. Payment terms for repairs are as stipulated by the relevant partner.

6.2.4 Shipping charges are as indicated on the Platform at the time of purchase.

6.3 Price Revisions

6.3.1 Equipped may revise its Fees at any time, provided that it gives the Client not less than thirty (30) calendar days' written notice before any revised Fees take effect. If the Client does not accept the revised Fees, it may terminate the relevant Subscription Form on notice before the revised Fees come into effect. Continued use of the Services after the effective date of a price revision shall constitute acceptance of the revised Fees.

6.4 Payment Method

6.4.1 The Client shall pay all invoices by the payment method specified by Equipped (which may include credit card, direct debit, or bank transfer). All invoices are payable in the currency specified by Equipped.

6.5 Late Payment

6.5.1 If the Client fails to pay any sum due under this Agreement by the due date:

(a) Interest shall accrue on the overdue sum from the due date until the date of actual payment (both before and after judgment) at the rate of 8% per annum above the Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

(b) The Client shall reimburse Equipped for all reasonable costs and expenses (including legal and debt recovery costs) incurred in recovering any overdue amount.

(c) Equipped reserves the right, on not less than five (5) working days' written notice (save where the Client's breach is material and incapable of remedy, in which case no notice shall be required), to suspend access to all or part of the Services until all overdue amounts (including accrued interest) have been paid in full.

(d) All outstanding amounts due to Equipped shall become immediately due and payable if the Client enters into any insolvency procedure, including (without limitation) administration, liquidation, voluntary arrangement, or receivership.

6.5.2 Sums paid by the Client are non-refundable save as expressly provided in these Terms and Conditions or where required by law.

6.6 Disputes

6.6.1 If the Client disputes any invoice in good faith, it shall notify Equipped in writing within ten (10) working days of the invoice date, providing reasonable details of the basis of the dispute. The Parties shall use reasonable endeavours to resolve the dispute promptly. The Client shall pay undisputed amounts by the due date.

7. Client's Obligations

7.1 Client Data

7.1.1 The Client is solely responsible for the accuracy, completeness, and legality of all Client Data uploaded to or processed through the Platform. Equipped shall not be liable for any failure in the provision of Services arising from inaccurate or incomplete Client Data.

7.1.2 The Client shall ensure that it has all necessary rights and consents to upload and process Client Data through the Platform, including in relation to any personal data.

7.1.3 Any additional work carried out by Equipped as a result of inaccurate, incomplete, or non-compliant Client Data may be subject to additional charges, based on time and materials at Equipped's then-current rates, and agreed in advance with the Client.

7.2 General Obligations

The Client shall:

- (a) cooperate with Equipped in good faith and provide all information, access, and assistance reasonably required by Equipped to perform the Services;
 - (b) ensure that the individuals it appoints as Admins are competent and have sufficient familiarity with IT systems and with data protection obligations;
 - (c) maintain adequate and regular back-ups of all Client Data, prior to any intervention by Equipped and at all other times as appropriate;
 - (d) maintain a suitable broadband internet connection, at its own cost, sufficient to access and use the Platform;
 - (e) comply with all applicable laws and regulations in connection with its use of the Services, including UK GDPR and the Data Protection Act 2018;
 - (f) not use the Platform in any manner that may damage, disable, overburden, or impair the Platform or interfere with any other party's use of the Platform.
-

8. Equipped's Obligations

8.1 Performance of Services

8.1.1 Equipped shall provide the Services with reasonable skill and care, in accordance with applicable law, and in a manner consistent with good industry practice.

8.1.2 Where Equipped aligns with SOC 2 Type II certification principles, it shall endeavour to maintain the standards required by that certification. Equipped's obligations under this Agreement are obligations to use reasonable endeavours and are not obligations to achieve a specific outcome, unless expressly stated otherwise.

8.2 Availability

8.2.1 Equipped shall use reasonable endeavours to ensure the Platform is available and operational during normal business hours. Equipped does not guarantee uninterrupted or error-free access to the Platform and reserves the right to take the Platform (or any part of it) offline for maintenance, upgrades, or other operational reasons, giving such notice as is reasonably practicable in the circumstances.

8.3 Support

8.3.1 Equipped shall provide support for the correct operation of the Platform, accessible by email or through the live chat feature in the Cockpit during Equipped's published business hours.

8.3.2 Support is limited to issues arising from the Platform itself. For IT support beyond the Platform's functionality, the Client may need to engage a separate third-party IT provider. Equipped may recommend suitable providers but is not responsible for any such third-party services.

8.4 Updates and Changes

8.4.1 Equipped reserves the right to modify, update, or discontinue any feature or functionality of the Platform at any time. Where any such change materially and adversely affects the Services provided to the Client, Equipped shall give the Client reasonable prior notice.

8.4.2 The Client accepts that updates and enhancements to the Platform may be made without prior notice where those changes are minor, cosmetic, or necessary for security or legal compliance purposes.

8.5 Timescales

8.5.1 Where Equipped indicates estimated timescales for delivery or completion of any aspect of the Services, such estimates are given in good faith but are not guaranteed, and time shall not be of the essence. Any timescales are contingent on the Client fulfilling its obligations under clause 7.

9. Collaboration

Each Party undertakes to:

- (a) collaborate in good faith with the other Party in the performance of this Agreement;
 - (b) promptly communicate all information reasonably required for the performance of the Services; and
 - (c) notify the other Party as soon as reasonably practicable of any matter that may jeopardise or materially affect the performance of the Services.
-

10. Liability

10.1 Uncapped Liability

Nothing in this Agreement shall exclude or limit either Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by law.

10.2 Services - Cap on Liability

10.2.1 Subject to clauses 10.1 and 10.3, Equipped's total aggregate liability to the Client under or in connection with the Services (whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise) shall not exceed the total Fees paid or payable by the Client for the relevant Service(s) during the twelve (12) calendar months immediately preceding the event giving rise to the claim.

10.3 Excluded Losses

10.3.1 Subject to clause 10.1, Equipped shall not be liable for any:

- (a) loss of profits;
- (b) loss of revenue or business;

- (c) loss of anticipated savings;
- (d) loss of data or information;
- (e) loss of goodwill or damage to reputation;
- (f) business interruption;
- (g) loss of business opportunity or competitive advantage;
- (h) indirect, special, incidental, punitive, or consequential loss or damage,

in each case, whether or not such loss was foreseeable, whether or not Equipped had been advised of the possibility of such loss, and arising under or in connection with this Agreement.

10.4 Client Actions

10.4.1 Equipped shall not be liable for any loss or damage arising from any act or omission of the Client or any third party, including (without limitation) loss arising from the Client's use of the following features within the Platform:

- (a) running automated scripts;
- (b) remotely locking or wiping Devices;
- (c) manipulating, deleting, or altering Client Data; or
- (d) applying a software update.

10.5 Equipment Orders

10.5.1 The seller of any Equipment ordered through the Platform remains solely responsible for any defects, faults, or technical issues affecting that Equipment. Equipped's role in relation to Equipment orders is as a facilitator and it accepts no liability in relation to the quality, fitness, or performance of the Equipment.

10.5.2 Where applicable, Equipped will use reasonable endeavours to communicate the relevant manufacturer's warranty information to the Client. Any warranty claim in relation to Equipment should be directed to the manufacturer or the contact specified in the Order Form.

10.6 Time Limit for Claims

10.6.1 Any claim by the Client against Equipped under or in connection with a Service must be brought within twelve (12) months of the date on which the Client first became aware, or ought reasonably to have become aware, of the facts giving rise to the claim. After this period, no claim may be brought.

11. Intellectual Property

11.1 Equipped's Intellectual Property

11.1.1 All Intellectual Property Rights in or arising out of or in connection with the Platform (including any updates, enhancements, modifications, or derivative works) shall remain the sole and exclusive property of Equipped. Nothing in this Agreement shall be construed as transferring or assigning any Intellectual Property Rights to the Client.

11.1.2 The Client acknowledges that certain components of the Platform may incorporate open-source software, which is licensed under the relevant open-source licence terms.

11.2 Client's Intellectual Property

11.2.1 All Intellectual Property Rights in Client Data shall remain the sole and exclusive property of the Client. Equipped shall have a limited licence to use Client Data solely to the extent necessary to provide the Services.

11.3 Third-Party Software

11.3.1 Where the Client subscribes to Third-Party Software through the Platform, all Intellectual Property Rights in that software belong to the relevant third-party editor. Equipped acts as a reseller only and makes no representation as to the Client's rights to use such software beyond those granted by the editor.

12. Confidentiality

12.1 Obligations

12.1.1 Each Party (the "Receiving Party") undertakes to keep confidential all Confidential Information received from the other Party (the "Disclosing Party") and shall not disclose such Confidential Information to any third party without the Disclosing Party's prior written consent, except as permitted under clause 12.1.2.

12.1.2 The Receiving Party may disclose Confidential Information:

- (a) to its employees, officers, directors, agents, subcontractors, or professional advisers who need to know such information in connection with the performance of this Agreement, provided that such individuals are subject to equivalent confidentiality obligations;
- (b) to the extent required by applicable law, a court of competent jurisdiction, or a regulatory or governmental authority, provided that (where legally permissible) the Receiving Party gives the Disclosing Party reasonable prior written notice.

12.1.3 The Receiving Party shall use the Disclosing Party's Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement.

12.1.4 Each Party shall protect the other's Confidential Information using at least the same degree of care as it uses to protect its own confidential information, and in any event no less than a reasonable degree of care.

12.2 Exclusions

12.2.1 Confidential Information does not include information that:

- (a) is or becomes publicly available other than through a breach of this Agreement;
- (b) was in the Receiving Party's possession prior to disclosure by the Disclosing Party, without restriction as to disclosure;
- (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
- (d) is received from a third party who is lawfully entitled to disclose it.

12.3 Duration

12.3.1 The confidentiality obligations in this clause 12 shall continue for the duration of this Agreement and for a period of five (5) years after its expiry or termination.

12.4 Return of Confidential Information

12.4.1 On termination or expiry of this Agreement, each Party shall promptly return or securely destroy all Confidential Information of the other Party in its possession or control (save to the extent required to be retained by law or regulation), and shall certify in writing that it has done so upon request. Neither Party shall retain any copies of the other's Confidential Information in any format without the other's express prior written consent.

13. Data Protection

13.1 Roles of the Parties

13.1.1 For the purposes of UK GDPR, the Client is the data controller and Equipped is a data processor in respect of any personal data contained within Client Data that is processed through the Platform.

13.1.2 This clause 13 sets out the agreed terms upon which Equipped shall process personal data on behalf of the Client, as required by Article 28 of UK GDPR. In the event of any conflict between this clause 13 and any separate data processing agreement entered into between the Parties, the data processing agreement shall take precedence.

13.2 Client's Data Protection Obligations

13.2.1 The Client warrants and undertakes that:

- (a) it has a valid legal basis under UK GDPR for the processing of all personal data submitted to or processed through the Platform;
- (b) it has provided all required notices and obtained all required consents from data subjects in connection with the processing of their personal data through the Platform;
- (c) it shall only upload to the Platform personal data that is strictly necessary for its use of the Services;
- (d) it shall comply with all applicable data protection laws, including UK GDPR and the Data Protection Act 2018, in connection with its use of the Services;
- (e) it has provided documented instructions to Equipped regarding the processing of personal data, including through this Agreement; and
- (f) it shall notify Equipped of any changes to its processing instructions in writing.

13.2.2 Equipped shall not be liable for any breach of applicable data protection law by the Client.

13.3 Equipped's Data Processing Obligations

13.3.1 As a data processor, Equipped undertakes to:

- (a) process personal data only on the documented instructions of the Client (which instructions include those set out in this Agreement), unless required to do so by applicable law, in which case Equipped shall (where legally permitted) notify the Client of that legal requirement before processing;
- (b) implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure, having regard to the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing, as required by Article 32 of UK GDPR;
- (c) ensure that all persons authorised to process personal data on Equipped's behalf are subject to appropriate confidentiality obligations and have received appropriate data protection training;
- (d) not transfer personal data outside the United Kingdom or the European Economic Area without the Client's prior written consent and without appropriate safeguards in place, as required by Chapter V of UK GDPR;
- (e) assist the Client (insofar as reasonably possible and taking into account the nature of the processing) in fulfilling the Client's obligations to respond to requests from data subjects exercising their rights under UK GDPR (including rights of access, rectification, erasure, restriction, portability, and objection);
- (f) assist the Client (insofar as reasonably possible) in ensuring compliance with the Client's obligations under Articles 32–36 of UK GDPR, including in relation to data security, breach notification, data protection impact assessments, and prior consultation with the Information Commissioner's Office (ICO);

- (g) notify the Client without undue delay upon becoming aware of a personal data breach involving Client Data, in accordance with Article 33 of UK GDPR;
- (h) not use personal data contained in Client Data for any purpose other than the provision of the Services;
- (i) not sell, transfer, or otherwise disclose personal data contained in Client Data to any third party except as permitted by this Agreement or as directed by the Client in writing; and
- (j) make available to the Client all information reasonably necessary to demonstrate Equipped's compliance with this clause 13, and allow for and contribute to audits or inspections conducted by or on behalf of the Client (on reasonable notice and during normal business hours).

13.4 Sub-Processors

13.4.1 The Client grants Equipped general authorisation to engage sub-processors to assist in the provision of the Services. Equipped shall inform the Client of any intended changes to its sub-processors (whether by addition or replacement) not less than seven (7) calendar days before making any such change, to give the Client the opportunity to raise reasonable objections. Equipped shall ensure that all sub-processors are subject to data protection obligations equivalent to those in this clause 13.

13.5 Data Retention and Deletion

13.5.1 On the expiry or termination of this Agreement, the Client shall notify Equipped within ten (10) calendar days of the effective date of termination whether it requires: (i) the return of its Client Data; or (ii) the secure deletion or destruction of its Client Data.

13.5.2 Equipped shall comply with such instructions within forty-five (45) calendar days of termination and shall confirm in writing that it has done so. In the absence of instructions from the Client within ten (10) calendar days of termination, Equipped shall securely delete all personal data contained in Client Data, save for any anonymous or aggregated statistical data which Equipped may retain.

13.5.3 Equipped may retain personal data to the extent required by applicable law or regulation, notifying the Client of such retention and the legal basis for it.

14. Termination

14.1 Termination for Breach

14.1.1 Either Party may terminate this Agreement (or any Subscription Form) immediately on written notice to the other Party if:

- (a) the other Party commits a material breach of this Agreement and (where such breach is capable of remedy) fails to remedy it within thirty (30) calendar days of receiving written notice specifying the breach and requiring it to be remedied;
- (b) the other Party becomes insolvent, enters administration, receivership, or liquidation, makes a composition or arrangement with its creditors, has a receiver appointed over any of its assets, or undergoes any analogous process in any jurisdiction; or
- (c) the other Party ceases or threatens to cease to carry on business.

14.2 Termination for Convenience

14.2.1 Either Party may terminate this Agreement on written notice to the other Party at any time, provided that no Service is currently active under a Subscription Form.

14.2.2 The Client may terminate a Subscription Form for convenience in accordance with the termination provisions set out in that Subscription Form. In the absence of specific provisions:

- (a) notice of termination given on or before the 15th day of a calendar month shall take effect at the end of that month;

(b) notice of termination given after the 15th day of a calendar month shall take effect at the end of the following calendar month.

14.2.3 If a Service includes Third-Party Software, the Client shall be responsible for terminating or transferring the relevant third-party licence in accordance with that third party's terms and conditions.

14.3 Consequences of Termination

14.3.1 On termination or expiry of this Agreement for any reason:

- (a) the licence granted to the Client under clause 4.1.1 shall immediately cease;
- (b) the Client shall immediately cease all use of the Platform and the Services;
- (c) all sums that have accrued and are due from the Client to Equipped shall become immediately payable; and
- (d) any Equipment purchased by the Client through the Platform shall remain the property of the Client.

14.3.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities that have accrued prior to the date of termination.

14.4 Data Export and Reversibility

14.4.1 For a period of forty-five (45) calendar days following the expiry or termination of this Agreement, Equipped shall make the Client's Client Data available for the Client to download in a commonly used, machine-readable format.

14.4.2 Any additional data export services requested by the Client beyond a single standard export may be subject to additional charges, as agreed in advance.

14.4.3 Following the reversibility period, Equipped shall securely delete all Client Data in accordance with clause 13.5, save for any data Equipped is required to retain by law.

15. General

15.1 Compliance with Laws

15.1.1 Each Party shall comply with all applicable laws and regulations in connection with the performance of its obligations under this Agreement, including (without limitation) the Modern Slavery Act 2015, the Bribery Act 2010, UK GDPR, the Data Protection Act 2018, and all applicable employment legislation.

15.2 Independent Contractors

15.2.1 The Parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, employment, or fiduciary relationship between the Parties. Neither Party shall have the authority to bind the other or incur any obligation on its behalf.

15.3 Reference and Marketing

15.3.1 The Client agrees that Equipped may refer to the Client as a customer of Equipped in its marketing materials, website, press releases, and case studies, including by use of the Client's name and logo. The Client may withdraw this consent at any time on written notice to Equipped.

15.4 Notices

15.4.1 Any notice or other communication given under or in connection with this Agreement must be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or recorded delivery to the registered office (in the case of Equipped) or the address specified in the Subscription Form (in the case of the Client); or

(b) sent by email to contact@equippedtoscale.com (in the case of Equipped) or to the email address of the relevant Admin on record (in the case of the Client).

15.4.2 A notice delivered by hand shall be deemed received at the time of delivery. A notice sent by pre-paid first-class post shall be deemed received at 9.00 am on the second working day after posting. A notice sent by email shall be deemed received at the time of transmission, provided that no delivery failure notification is received by the sender.

15.4.3 Unless otherwise specified in this Agreement, all time limits are calculated in calendar days.

15.5 Assignment

15.5.1 The Client may not assign, transfer, charge, subcontract, or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of Equipped, such consent not to be unreasonably withheld or delayed.

15.5.2 Equipped may assign or transfer this Agreement or any of its rights or obligations under it to any member of its group of companies, or in connection with a business sale or reorganisation, without the Client's consent, provided that Equipped gives the Client reasonable prior written notice.

15.5.3 The Client shall notify Equipped in writing at least thirty (30) calendar days before any change of control of the Client. "Control" has the meaning given to it in section 1124 of the Corporation Tax Act 2010. Upon receipt of such notice, Equipped shall be entitled, within forty-five (45) calendar days, to terminate this Agreement on written notice to the Client with no liability to either Party.

15.6 Force Majeure

15.6.1 Neither Party shall be in breach of this Agreement, nor liable for any failure or delay in the performance of any obligation under this Agreement, to the extent that such failure or delay is caused by a Force Majeure Event.

15.6.2 The affected Party shall: (i) notify the other Party as soon as reasonably practicable on becoming aware of a Force Majeure Event; (ii) use reasonable endeavours to mitigate the effect of the Force Majeure Event; and (iii) resume performance as soon as the Force Majeure Event has ceased.

15.6.3 If a Force Majeure Event continues for more than thirty (30) consecutive calendar days, either Party may terminate this Agreement on written notice to the other Party, with no liability on either side (save for any sums already due and payable).

15.7 Waiver

15.7.1 A failure or delay by either Party to exercise any right or remedy under this Agreement shall not constitute a waiver of that or any other right or remedy. A waiver of any right or remedy shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

15.8 Entire Agreement

15.8.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, representations, warranties, negotiations, communications, and understandings, whether oral or written, between the Parties in relation to that subject matter.

15.8.2 Each Party acknowledges that it has not entered into this Agreement in reliance on any statement, representation, warranty, or understanding other than those expressly set out in this Agreement. Nothing in this clause shall exclude liability for fraudulent misrepresentation.

15.8.3 In the event of any conflict between these Terms and Conditions and a Subscription Form, the Subscription Form shall take precedence to the extent of the conflict.

15.9 Severance

15.9.1 If any provision (or part of a provision) of this Agreement is found by a court or other competent authority to be invalid, unlawful, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, lawful, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

15.10 Third Party Rights

15.10.1 This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999. The Parties may vary or rescind this Agreement without the consent of any third party.

15.11 Amendments

15.11.1 No variation of this Agreement shall be effective unless it is in writing and signed by an authorised representative of each Party (or, in the case of electronic execution, accepted using an appropriate electronic signature or workflow).

15.12 Counterparts

15.12.1 This Agreement (including any Subscription Form) may be executed in any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement. Electronic signatures shall be as effective as handwritten signatures.

16. Governing Law and Jurisdiction

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

16.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

16.3 Nothing in this clause 16 shall prevent either Party from seeking urgent injunctive or other interim relief from any court of competent jurisdiction.

Schedule 1 — Acceptable Use Policy

This Schedule sets out the rules governing the Client's use of the Platform and Services and forms part of this Agreement.

Prohibited Uses

The Client shall not use the Platform or Services to:

- violate any applicable local, national, or international law or regulation;
- transmit, upload, or distribute any material that is defamatory, offensive, unlawful, harmful, or invasive of another's privacy;
- infringe the Intellectual Property Rights of Equipped or any third party;
- introduce viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful;
- attempt to gain unauthorised access to any part of the Platform, or to any server, computer, or database connected to it;
- send unsolicited commercial communications (spam);

- collect or harvest any personally identifiable information from the Platform;
- impersonate any person or entity or misrepresent the Client's affiliation with any person or entity.

Security

The Client is responsible for ensuring that its use of the Platform does not compromise the security of the Platform or the data of other Equipped customers. Equipped reserves the right to take appropriate technical measures (including suspension of access) to protect the integrity and security of the Platform.

Schedule 2 — Data Processing Particulars

This Schedule sets out the particulars of Equipped's data processing activities on behalf of the Client as required by Article 28(3) of UK GDPR.

Subject matter and duration of processing

The processing of personal data by Equipped in connection with the provision of the Services under this Agreement for the duration of this Agreement.

Nature and purpose of processing

Processing of personal data to enable Equipped to provide the Platform and Services to the Client, including device lifecycle management, onboarding and offboarding workflows, and related IT operations services.

Type of personal data

The personal data processed may include: employee names and professional contact details (email address, job title, department); device identifiers and assignment records; account provisioning data; and audit trail records.

Categories of data subjects

The data subjects include: employees, contractors, and Admins of the Client.

Special categories of personal data

The Parties do not intend for special categories of personal data to be processed through the Platform. The Client undertakes not to upload any special category data (as defined in Article 9 of UK GDPR) to the Platform without Equipped's prior written consent and the implementation of appropriate additional safeguards.
