Lease Terms and Conditions

These Terms and Conditions and your Order Form set out the basis upon which The Good Box Co Labs Ltd (GoodBox) agrees to make certain Products and Services available to you through the GoodBox Lease Service.

1. Definitions

**Acquirer** means the financial institution with whom GoodBox has contracted to and via which customers’ transactions are routed for authorisation, clearing and payment;

**Addendum** means a document signed by you, under which you may amend aspects of this Agreement at the rates specified therein. The Addendum shall be co-terminous with and subject to the provisions of this Agreement;

**Affiliates** means in relation to any company: (a) any subsidiary or holding company of such company or any subsidiary of such holding company; or (b) any other entity controlling or controlled by such company.

**Agreement** means collectively the Order Form and these Terms and Conditions (as may be amended from time to time), together with any Addendum;

**Business Day** means a day (other than a Saturday, Sunday, bank or public holiday in England) when the banks in London are open for business;

**Chargeback** means a demand by a Scheme to be repaid a sum of money by us in respect of a transaction which has been previously subject to settlement and for which we have been paid by the relevant Scheme.

**Data Protection Laws** means any law, directive, legislative enactment, order, regulation, rule or other binding restriction which relates to the protection of personal data, including: (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation ((EU) 2016/679); (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); (iv) the Privacy and Electronic Communications Directive 2002/58/EC (as any of the foregoing may be updated from time to time); and (v) any legally binding guidance, guidelines, codes of practice or approved certification mechanisms issued by any relevant supervisory authority;

**Delivery Address** means the address for delivery specified in the Order Form;

**Delivery Charge** means the delivery charge specified in the Order Form;

**Design Content** means any content made available via the Product with a view to soliciting Donations or Payments;

**Donations or Payments** means donations or payments made via the Products to you;

**Fees** means the Set-up Fee, Lease Fee, Delivery Charge, Transaction Fee and any other amounts payable by you as specified in the Order Form (and any Addendum);

**Financial Disclosures** shall have the meaning given to it in clause 12(b) below;

**Initial Term** has the meaning given to it in the Order Form;

**Intellectual Property** means patents, trade marks, service marks, trade names (including internet domain names and e-mail address names), copyrights, authors rights, moral rights, know-how, rights in look and feel, database rights, rights in designs and inventions and all or any similar or equivalent rights arising or subsisting in any jurisdiction, whether or not any of the foregoing are registered, including without limitation the right to apply for registrations, renewals or extensions in respect of any of the foregoing;

**GoodBox** means The Good Box Co Labs Ltd, a company registered in England and Wales (10272838) with registered offices at Unit 3.06, Boat Shed, Exchange Quay, Salford, England, M5 3EQ, and “we”, “our” or “us” shall be construed accordingly;

**GoodBox Service** or the **Lease Service** means the service pursuant to which we make the Products and Services available to you;

**Lease fee** means the monthly fee as specified in the Order Form;

**Merchant Terms** means the Merchant Terms set out in Schedule 1 of the GoodBox General Terms and Conditions available on the GoodBox website at [https://www.goodbox.com/terms-and-conditions/](https://www.goodbox.com/terms-and-conditions/);

**Net Donation** means the donation less any applicable Transaction Fees, Chargebacks or any other deductions as set forth in the terms of the Agreement.

**Online Service** means the online platform which provides 24/7 access to detailed fundraising analysis available through an online portal accessed with User IDs and passwords;

**Order Form** means a document signed by you under which you agree to lease the Products and subscribe to the Lease Service;

**Payment Service** means the payment processing service in terms of donation collection and the onward remittance to you;

**Products** means the GoodBox products as specified in the Order Form;

**Regulations** means any law, enactment or regulation, any regulatory policy, guideline, order, direction, requirement or industry code of any regulatory authority (including good practice codes) applicable to any part of the Products, Services, you or us.

**Scheme Rules** means the rules and operating instructions issued by particular Schemes from time to time.

**Scheme** means Visa, MasterCard and such other schemes notified to you by us from time to time.

**Services** means the Online Service, Payment Service, initial artwork and campaign support and ongoing customer support provided by GoodBox;

**Set-up Fee** means the Set-up Fee specified in the Order Form;

**Term** means the Initial Term and any subsequent Renewal Period or either of them as the context so requires;

**Transaction Fee** means the processing fee for Donations or Payments to cover acceptance, authorisation, clearing and payment;

**User(s)** means you and/or those of your individual employees, agents or contractors who have been issued User IDs and passwords and are authorised by GoodBox to access the Online Service; and

**You** means the organisation specified on the Order Form subscribing to the Lease Service provided under this Agreement and ‘your’ shall be construed accordingly.

2. Products and Services

(a) In consideration of the payment of the Lease Fee, GoodBox agrees to provide the Lease Service to you in accordance with the terms of this Agreement. You acknowledge and agree that you shall use (and shall ensure that Users use) the Products and Services in accordance with the terms of this Agreement, any instruction manuals provided and all applicable laws and regulations.

(b) Upon receipt of the Set Up Fee, the first instalment of the Lease Fee and the Delivery Charge, GoodBox shall: (i) deliver such quantity and type of Products as detailed on the Order Form to you at the Delivery Address; (ii) use all reasonable endeavours to meet any agreed delivery date which shall be provisional only and GoodBox will not be responsible for any consequence of delay if the delivery date is not met; and (iii) provide user guidelines for set-up and any technical support required thereto.

(c) The Products will be configured as per the artwork design as agreed with you in writing. Standard template artwork is included, and any additional or bespoke artwork package is available on request at a cost to be agreed between the parties. While we may consult with you, you will ultimately be responsible for all Design Content (except the Financial Disclosures) made available with the Product and ensuring it complies with all applicable Regulations.

(d) If you wish to purchase accessories, this shall also be specified in the Order Form or in an Addendum. You will be offered a warranty period equal to your Initial Term for such accessories purchased.

(e) When providing the Services to you, we will: (i) use our reasonable endeavours to ensure the Payment Services are available 24 hours a day although it is not always possible as these rely on third party providers; (ii) ensure each Product has in place secure protections and controls to allow the transfer of Donations or Payments; (iii) ensure that when we are onsite with you, we (and any personnel associated with us) comply with any of your regulations or policies, provided that you notify us in writing and in advance of any such requirements; (iv) provide you with access to the Online Service or manual reports upon reasonable request if the Online Service is not accessible for any period longer than 72 hours; and (v) provide you
with ongoing technical support and maintenance of the Products via telephone, email or webchat (details and hours available at https://www.goodbox.com/contact-us/).

3. Ownership and Return of the Products
(a) The Products shall at all times remain the property of GoodBox and you shall have no rights to the Products other than those stated in this Agreement and you shall not do or permit or cause to be done any matter or thing whereby our rights in respect of the Products are or may be prejudicially affected.
(b) Except loss or damage caused by negligence of GoodBox, the Products shall be at your risk from the time of delivery to the Delivery Address until the time they are received by GoodBox at a location as notified to you in writing at the end of the Term.
(c) At the end of the Term, the Products (in their original packaging) shall be returned to our address referred to in Section 3(b) irreparably.
(d) Failure, for any reason, to return the Products in their original packaging or return of Products in a damaged condition (other than fair wear and tear) shall cause you to be liable for such replacement and/or repair costs as shall apply from time to time.

4. Payments
(a) Unless otherwise agreed in writing, we will use reasonable endeavours to pay the Net Donations over to you on a weekly basis, within a reasonable period of time (and in any case within a month) to your chosen bank account nominated to us in writing. Requests for more frequent payment may be subject to further costs, which we will agree with you in writing in advance of any such arrangement.
(b) The Transaction Fees are calculated as a blended rate (one flat level rate regardless of card type). You hereby acknowledge and agree that we have requested the amount of the interchange fees and card association fees in respect of each transaction to be consolidated and included as part of the Transaction Fees as being payable in respect of each Scheme.
(c) The Transaction Fees will be deducted directly from the Donations or Payments received. You will have access to the accounting records for the Donations or Payments via the Online Service.
(d) If the Transaction Fees fall between the whole pence, these will be rounded up to the nearest pence.
(e) If, after reviewing the accounting records you reasonably believe there is a discrepancy, we will, upon reasonable notice from you, make our records available for inspection to allow you (or party acting on behalf of you) to verify the Transaction Fees subject to that we each bear our own costs for such an inspection.
(f) We will be responsible for processing any requests for refunds. You will notify us immediately if a donor contacts you directly regarding a refund request.
(g) We will issue refunds directly to donors first by requesting refunds from Donations or Payments we hold for you. If there are insufficient Donations or Payments to issue a refund, we will issue the refund and invoice you directly. Any such invoice must be paid within 10 days of issue.
(h) Where we issue a refund to a donor, we will also refund any Transactional Fees and Transaction Fees associated with the specific Donation or Payment to you.

5. Fees
(a) You must pay the Fees to GoodBox in the amounts and manner set out in your Order Form (and any Addendum). In addition, you agree that donations are net settled after the deduction of a per transaction fee which is typically 2.5% + 10p.
(b) The Lease Fee is fixed for the Initial Term and subject to increases calculated on an annualised basis at the higher of (a) 3% and (b) Retail Prices Index during the Renewal Period.
(c) All Fees due from you under this Agreement are due and payable by bank transfer seven (7) calendar days from the date of a corresponding invoice and are exclusive of any value added or other taxes or duties which, if payable, shall be paid by you. If payments are made by direct debit, it is due in advance and will be collected on a monthly basis for Services provided in that monthly period.

(d) GoodBox reserves the right to charge you interest on the late payment of any sum due at a rate of one per cent (1%) per month until such outstanding sum is settled in full and/or withhold or suspend your access to the Services (including suspending Payment Services and withholding transfers to you).

6. Repair and Replacement
(a) GoodBox shall, at our option, repair or replace defective Products returned to GoodBox. You must contact support@goodbox.com and obtain confirmation from GoodBox prior to returning any Product.
(b) We shall not be liable for defective Products if (i) you continue to use the Products after identifying them being faulty; (ii) the defect has arisen because you failed to follow our written or oral instructions as to the storage, use or maintenance of the Products; (iii) you alter or attempt to repair the Products without our written consent; or (iv) the defect arises as a result of willful damage, negligence or abnormal working conditions.
(c) You shall bear the cost of: (i) any missing parts or the repair, rectification or replacement due to damage to the Products resulting from the negligent or improper use or any willful damage to the Products by you or any person whether or not permitted by you to use the Products; and (ii) the repair, rectification or replacement due to damage to the Products resulting because of acts of God, accident, fire, neglect, misuse, failure of electrical power, transportation of the Product during the return, or causes other than normal, and all associated shipping and delivery costs.
(d) For the avoidance of doubt, you must continue to pay the Lease Fees for any period when the Products have been returned to GoodBox for repair or replacement or have been lost or for any other reason are not used.

7. Your Obligations
(a) You may use the Products solely for the purpose for which they are expressly designed and in accordance with the operating instructions as notified to you by GoodBox from time to time. You will not use or permit the Products to be used for any illegal purpose whatsoever.
(b) You agree that you will not make any modification or alteration to the Products or the software installed in the Products, remove or interfere with any identification marks or plates affixed to the Products, or deface the Products in any way.
(c) You agreed to (i) keep the Products in good repair and properly maintained and insured, (ii) be liable for any lost or stolen Products, (iii) have the Products at a suitable location and provide GoodBox with reasonable access to the Products by you or any person whether or not permitted by you to use the Products and (iv) maintain adequate third party liability insurance against death or injury or loss or damage to property arising directly or indirectly out of your use of the Products.
(d) You shall not and shall not permit any person to (i) misuse the Products or use them in a manner which constitutes a violation or infringement of any statutory duty or obligation, or any obligation in contract, tort or otherwise; (ii) take or attempt to use the Products outside the United Kingdom; or (iii) hire, rent or lease or in any other way attempt to pass possession of or responsibility for the Products to anyone else.
(e) You shall provide GoodBox with all such necessary information and co-operation that GoodBox may reasonably require from time to time to enable it to proceed uninterruptedly with the performance of its obligations under this Agreement or to prevent or detect fraud. This shall include: (i) provide a suitable location for operation of the Products (if applicable) and take reasonable measures to protect against theft or loss of the Product; (ii) comply with all reasonable instructions from us, and supply us with any information reasonably required for the provision of the Products and Services; (iii) notify us as soon as reasonably possible if there is any problem with a Product (including theft, loss or misappropriation of funds), and provide us with full details; (iv) work with us to resolve any issues with a Product; and (v) allow us (and any personnel appointed by us, provided we have provided you with reasonable prior notice) access the Products for inspection, either onsite or otherwise, when reasonably required.

8. Registrations
(a) In order to access the Online Service, you shall be required to provide us with a list of the individuals you wish to designate as Users.
(b) In order to enable GoodBox to process User registrations and issue User IDs and passwords, you shall provide us with certain additional information in respect of each such intended User. This information...
shall comprise the following: name and e-mail address ("Registration Information").

(c) Prior to providing such Registration Information to GoodBox, you shall ensure that you have obtained such consents from the designated Users as are necessary to ensure compliance with applicable data protection legislation. You shall ensure that the Registration Information in respect of each User is current at all times for the Term.

9. Data Protection

(a) We both undertake to comply with the Data Protection Laws in handling any Personal Data under this Agreement. We may act either as a data controller or a data processor, depending upon the activity and any such processing will be undertaken by us in accordance with our Privacy Policy which can be found on GoodBox website at https://www.goodbox.com/privacy-policy/.

(b) GoodBox stores the Registration Information in respect of each User and may use it for internal, operational and other lawful purposes. You hereby acknowledge and agree that GoodBox may: (i) collect and store such Registration Information together with other information about each User’s use of the Service; (ii) use such Registration information to conduct market research surveys, statistical analysis or for marketing purposes subject to express consent; and (iii) make such Registration Information available internally within GoodBox and our Affiliates, to other parties to the extent necessary for us to provide the GoodBox Service to you, or if we are required to do so by virtue of any law or by order of an applicable court or regulatory authority.

(c) You shall procure necessary permissions from the Users in favour of GoodBox. GoodBox undertakes to treat such information with due care and in accordance with the terms of the GoodBox Privacy Policy.

(d) You may be a member of a federation or fundraising group which provides you the ability to utilise any group fees as agreed upon with such group. As part of this arrangement, such group is entitled to obtain data insights and you hereby authorise us to share transaction data with your federation/ fundraising group as indicated on your Merchant Application Form.

10. User IDs and Passwords

(a) Once issued, the User IDs and passwords may only be used by the individual User to whom they were assigned. Only Users shall be entitled to access the Online Service and no User IDs or passwords may be transferred, assigned or otherwise loaned (whether for temporary use or otherwise) in any manner whatsoever.

(b) When a User is terminated from employment, re-assigned or is otherwise no longer to be granted access to the Online Service, you shall notify us immediately in writing so that we can disable the corresponding User ID and password.

11. Intellectual Property

(a) The GoodBox Products and Service provided under this Agreement are protected by English and international laws relating to Intellectual Property and as such belong to GoodBox and its licensors or suppliers. Other than the rights granted in this Agreement, you do not acquire and agree not to assert any rights (whether of ownership or otherwise), in the Service or Products. You shall not remove, alter or conceal any product or service identifications, disclaimers or proprietary restrictions included in the Service or the Products or any associated documentation, regardless of the media on which it is delivered.

(b) Nothing in this Agreement will affect the ownership of any Intellectual Property owned/controlled by either party. For the avoidance of doubt, this means that the Intellectual Property Rights in the Products, accessories or Services remain vested in GoodBox.

(c) We may, through the course of providing the Services, acquire Intellectual Property Rights in some content developed for the Products (for example, a particular layout or wording for the request for donations) ("GoodBox Design IP"). For the avoidance of doubt, the GoodBox Design IP excludes any content specific to you and your brand. You agree and acknowledge that we may use the GoodBox Design IP with other clients to improve our overall service.

(d) You grant us a non-exclusive, non-transferable, royalty free licence to use your brand (subject to any brand guidelines you provide us with from time to time) for the purposes of providing and administering the Products, and unless otherwise notified in writing by you, for the purposes of the promotion and marketing of GoodBox in all media, including but not limited to online.

(e) We grant you a non-exclusive, non-transferable, royalty free licence to access the Online Service and any other use of GoodBox Intellectual Property for the purposes of receiving the Services, during the Term of this Agreement.

12. Regulations

(a) We each agree to comply with all applicable Regulations, including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.

(b) We are regulated by the Financial Conduct Authority. To comply with our obligations as a regulated firm, we need to take certain steps above and beyond standard suppliers. We have set out a few of these requirements (and how they impact you) below:

(i) in order to comply with The Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002 (the "Money Laundering Regulations"), we are required to satisfy ourselves that we are not unwittingly involved in money laundering or terrorist financing. The legislation contains sanctions regarding client identification, record keeping and mandatory reporting. These requirements are embedded in our client on-boarding process. To avoid the need to request detailed identity information from you, we may use external service providers or conduct electronic verification of your identity which includes searching databases containing publicly available information. We may also pass information to the Acquirer or financial advisor organisations in fraud prevention to protect ourselves from theft and fraud. We may also ask for additional information from you to confirm this information (for example, a passport, driving licence, trustee addresses and dates of birth). You understand and acknowledge that if you do not provide satisfactory evidence or information within a reasonable time, we may have to cease providing the Products and Services to you. We confirm that we will hold all information you provide to us under this clause securely and that this information will only be used for the purposes of regulatory compliance and to prevent or detect fraud.

(ii) In order to comply with the Payment Services Regulations 2017, we are required make certain information available to the donors both before and following the Donation or Payment (the "Financial Disclosures"). For example, the Financial Disclosures will include contact information, any applicable charges and information on how to make a complaint. You understand and acknowledge that the Financial Disclosures must be included in the Design Content.

13. Limitation of Liability and Disclaimer of Warranties

(a) GoodBox Service: GoodBox provides the Products and Service to you on an "as-is" and "as-available" basis. GoodBox does not warrant that use of the Service will be uninterrupted, error-free or secure. Use of the Service is entirely at the risk of you and the Users.

(b) Other than death or personal injury caused by negligence, fraud or fraudulent misrepresentation and those that can’t be limited or excluded by applicable law, each party’s total liability to the other party arising under or in connection with the Agreement, whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, will be limited to either, in respect of the Products, cost or replacement value of the Products or Services, GoodBox’s liability shall be limited to the Fees paid during the 12 months period before such claim or a sum equal to £20,000, whichever is higher.

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, GOODBOX HEREBY (I) DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, OR STATUTORY, WITH RESPECT TO THE SERVICE, PRODUCTS AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE (AND NO CONTRARY COMMUNICATION MADE BY GOODBOX SHALL CREATE A WARRANTY, REPRESENTATION OR CONDITION), AND (II) DISCLAIM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE SUFFERED AS A RESULT OF USE OF OR RELIANCE UPON THE SERVICE OR PRODUCTS.

(d) TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL GOODBOX BE LIABLE FOR LOSS OF BUSINESS, REVENUE, PROFIT OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THEORY OF LIABILITY, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF GOODBOX HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Indemnification

(a) By You: You agree to defend, indemnify and hold harmless GoodBox and its officers, directors, employees and agents (each an "Indemnified Party" for the purpose of this sub-clause) from and against any liability, damage, loss or cost (including without limitation
reasonable attorney’s fees, using counsel reasonably acceptable to the Indemnified Party) arising out of or related to any unauthorised use of the Service or Products, your breach of the Scheme Rules or the Merchant Terms or other breach of this Agreement by you or any User, or any other reason where a Scheme levies a fee, fine, penalty or charge against us due to any of your action or inaction. You shall have the reasonable right to control the defence and settlement of any such claim, lawsuit or proceeding (subject to the Indemnified Party’s right to participate at its own expense and option) provided that you shall not settle any claim or action in a manner that would impose any obligation on an Indemnified Party without such party’s prior written consent (which shall not be unreasonably withheld or delayed).

(b) By GoodBox: GoodBox agrees to defend, indemnify and hold harmless you and your officers, directors and Users (each an “Indemnified Party” for the purpose of this sub-clause) from and against any liability, damage, loss or cost (including without limitation reasonable attorney’s fees, using counsel reasonably acceptable to the Indemnified Party) incurred by you or any User as a result of any third party claim or action that permitted use of the Service or Products infringes that party’s Intellectual Property rights. GoodBox shall have the right to control the defence and settlement of any such claim, lawsuit or proceeding (subject to the right of the Indemnified Party to participate at its own expense and option) provided that GoodBox shall not settle any such claim, lawsuit or proceeding which would impose any obligation on an Indemnified Party without such party’s prior written consent (which shall not be unreasonably withheld or delayed). The foregoing states the entire liability of GoodBox to you or any other Indemnified Party with respect to Intellectual Property right infringement and you expressly waive any other claims for indemnity from GoodBox.

15. Commencement and Termination

(a) The Agreement shall become effective on the earlier of the effective date specified in your Order Form or upon delivery of the Products whichever is earlier.

(b) You acknowledge that as part of the onboarding process, you will complete the Merchant Application Form and promptly provide to us any such information as we reasonably require to enable us complete the “Know Your Customer” checks and to comply with applicable legal, tax and regulatory requirements and codes of practice. We can only provide the Services to you upon successful completion of the onboarding process.

(c) We agree for the purpose of the Lease Fee payment calculation, the Initial Term shall only start upon delivery of the Products which are in working order. On expiry of the Initial Term, the Agreement shall automatically continue in force on a monthly rolling basis (the “Renewal Periods”) unless at least 7 days’ termination notice is given in writing by either party before the start of the next monthly rolling period, unless terminated in accordance with clause 15(d), 15(e) or 15(f) below.

(d) GoodBox reserves the right to terminate this Agreement at any time upon 30 days’ written notice to you in the event that GoodBox ceases to make available its Lease Service.

(e) Either party may terminate this Agreement immediately if the other party (i) commits a material breach of the Agreement and if such breach remains uncured for a period of fourteen (14) days following written notification to the party in breach; (ii) become insolvent; (ii) fail to pay debts as they fall due; or (iii) make a general assignment for the benefit of creditors. Notwithstanding the foregoing, GoodBox may terminate the Agreement immediately upon discovery of any wilful or reckless breach of the provisions of this Agreement.

(f) GoodBox reserves the right to suspend any part of the Services or terminate the Agreement with immediate effect by giving written notice: (i) if you fail to pay any amount due under the Agreement and the non-payment continues for more than 30 days despite reminder for payment; (ii) if you fail to meet any updated regulatory requirement in terms of anti-money laundering checks or your risk profile changes significantly; (iii) if you fail to comply with the requirements as set forth under the Merchant Terms; (iv) we reasonably suspect or have evidence that fraud is or may be occurring or your activity is deemed otherwise wrongful or in violation of the Scheme Rules; (v) you have submitted false information or are willfully dishonest, fraudulent and/or engages in misconduct with respect to your business or affairs; (vi) you submit for processing transactions on behalf of third parties other than approved by us or you materially alter your website content, you change your business (model) or there is a direct or indirect change of control of your organisation; (vii) the number of Chargebacks exceeds the limit set forth in the Scheme Rules or the percentage, number or amount of fraudulent transaction submitted are excessive; (viii) any other act, events or omissions by you which in our sole (but reasonable) opinion is considered to likely harm our brand or reputation; (ix) the Acquirer or a supervisory authority requires us to do so; (x) we are deregistered with the Schemes or the Acquirer ceases to be a member of either Scheme and we have not engaged with any other credit card acquirer at that time; or (xx) our agreement with the Acquirer terminates and we have not engaged with any other credit card acquirer at that time.

(g) You shall immediately be notified of a suspension or termination pursuant to clause 15(f) above. Where an event can be remedied, if you provide us with an explanation and request a grace period, we shall allow fourteen (14) days before a suspension or termination is actioned.

(h) Termination of the Agreement will not affect your or our rights and remedies that have accrued as at termination.

(i) The rights and obligations under clauses 13 and 14 together with any payment obligations accrued prior to termination, shall survive the termination of this Agreement. Goodbox is entitled to set off any payment due but remaining outstanding from you or this amount from the funds on your account before transferring the balance to you.

(j) Goodbox shall not refund any portion of the Fees or other amounts already paid by you at the time of termination, save in the case of (i) your termination for our uncured material breach; or (ii) termination pursuant to clause 15(d) of this Agreement. GoodBox shall refund you the pro-rata portion of any Fees pre-paid for the Service but not yet earned by GoodBox as at the effective date of termination.

(k) Upon termination of this Agreement the rights granted under it shall cease and both parties shall upon request, return or confirm they have destroyed all copies or records of any confidential or proprietary information. Notwithstanding the foregoing, each party shall be permitted to retain such copies of information (in whatever media) as are necessary for internal compliance procedures or as may be required by any law, court or regulatory authority.

16. Miscellaneous

(a) Changes: GoodBox may change the terms of these Terms and Conditions at any time to reflect changes in law, Scheme Rules, technology or industry standards. GoodBox shall publish the latest Terms and Conditions on the GoodBox website at https://www.goodbox.com/terms-and-conditions/. Any change that is in your favour shall take effect immediately or otherwise as we may specify. We will provide you with at least 30 days’ prior written notification (whether through electronic means or otherwise) of a change that would have a material adverse effect on you and you will have the opportunity to terminate the Agreement at the end of the notice period if you are aggrieved with the changes to the use of the Goodbox Service or Products by you or any User shall constitute acceptance of any new or modified version of these Terms and Conditions.

(b) Confidentiality: Each party shall maintain the confidentiality of the other party’s proprietary information during the Term and for three (3) years after the date of the last disclosure. These confidentiality obligations shall not be limited to information in the public domain; (ii) lawfully possessed by the recipient before disclosure by the other party; (iii) lawfully disclosed to a party by a third party without obligation of confidentiality; (iv) independently developed by a party without reference to the other party’s proprietary information; or (v) whose disclosure is compelled by a court or other competent authority (provided in such case that the disclosing party gives the disclosing party reasonable notice and reasonable assistance at the disclosing party’s expense to preserve the confidentiality of the information).

(c) Severability: If any provision in this Agreement is held to be invalid or unenforceable, it shall be construed to reflect as closely as possible, its original intention, but all the remaining provisions shall remain in full force and effect.

(d) Assignment: Neither party may assign, transfer, delegate a trust over the benefit of or otherwise dispose of this Agreement without the
other party's written consent, which shall not be unreasonably withheld or delayed, except that GoodBox may assign this Agreement to any Affiliate or successor in interest, or in connection with a merger, consolidation, sale of all or substantially all of its assets, change of name or like event.

(e) Amendments; Waiver: Save as expressly provided herein, amendments to this Agreement must be in writing and signed by authorised representatives of both parties. Neither course of conduct nor trade practice shall be taken to modify any provision of this Agreement. Any failure by GoodBox to enforce strict performance of any provision of this Agreement shall not prevent it from subsequently doing so. No provision of this Agreement may be waived except in writing signed by the party against whom enforcement of the waiver is sought.

(f) Entire Agreement: Save in the case of fraud or fraudulent concealment, your Order Form and the Terms and Conditions (together with any Addendum) constitute the entire and only agreement between you and GoodBox in relation to their subject matter and you acknowledge you have not been given or relied on any representation or other statement whatsoever other than those set out therein. In particular, nothing communicated by any GoodBox sales representative should be understood as a variation of the Agreement or an authorised representation about the nature and quality of the Service or Product.

(g) Force Majeure: GoodBox shall not be in breach of this Agreement or otherwise liable to you for any delay in performance or non-performance under this Agreement if such delay is due to any event or circumstance beyond its reasonable control including acts of God or nature, failure or shortage of power supplies, acts or omissions of government or other authorities or any telecommunications carrier, operator or administration or Internet service provider, war, act of terrorism, riot, trade dispute, lock-out or labour disturbance (each a "Force Majeure Event"). If any Force Majeure Event continues for a period of one calendar month, then either party may terminate this Agreement with immediate effect.

(h) Applicable Law; Venue: This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with, the law of England. The parties irrevocably agree that English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).