

Whitespace Publishers Limited Website Terms of Use

		3.5	As a condition of your use of the Site, you agree not to:
1	About our terms		
1.1	These terms and conditions of use ("Terms") explain how you may use our website https://www.confetti.co.uk and any of its content ("Site"), subdomains and hub. These Terms apply between Whitespace Publishers Limited ("we", "us" or "our") and you, the person accessing or using the Site ("you" or "your").	3.5.1	misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
		3.5.2	attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site.
1.2	You should read these Terms and those presented on the Site at https://www.confetti.co.uk/information/terms-and-conditions/ carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms and those published on the Site as detailed hereinabove. You should also carefully read our Acceptable Use Policy presented on the Site at www.confetti.co.uk/information/acceptable-use-policy/ .	3.6	We may prevent or suspend your access to the Site if you do not comply with any of our Terms listed throughout this document and its schedules, or any applicable law.
		4	Registration and password security
		4.1	Use of the Site may require registration, particularly in order to access restricted areas of the Site.
1.3	If you do not agree with any of these Terms or those published online on our Site, you should stop using the Site immediately.	4.2	We are not obliged to permit anyone to register with the Site and we may refuse, terminate or suspend registration to anyone at any time.
1.4	The Site is provided by us to you free of charge for information purposes only.	4.3	You are responsible for making sure that your password and any other account details are kept secure and confidential.
2	About us	4.4	If we have reason to believe there is likely to be, or has been, a breach of security or misuse of the Site through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
2.1	We are Whitespace Publishers Limited, a company registered in England and Wales under company registration number 04468229 trading as Confetti. Our registered office address is Boston Enterprise Centre, Enterprise Way, Boston, Lincolnshire PE21 7TW	4.5	Any personal information you provide to us as part of the process will be processed in accordance with our Privacy Policy available at https://www.confetti.co.uk/information/privacy-policy/ .
2.2	If you have any questions about the Site, please contact us by sending an email to an email to hello@confetti.co.uk .		
3	Using the Site	5	Unacceptable use
3.1	The Site is for your use only.	5.1	As a condition of your use of the Site, you agree not to use the Site:
3.2	You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.	5.1.1	for any purpose that is unlawful under any applicable law or prohibited by these website terms and conditions of use;
3.3	We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.	5.1.2	to commit any act of fraud;
		5.1.3	to distribute viruses or malware or other similar harmful software code;
3.4	We try to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the contact details on our order form.	5.1.4	for purposes of promoting unsolicited advertising or sending spam;
		5.1.5	to simulate communications from us or another service or entity in order to collect

	identity information, authentication credentials, or other information ('phishing');	7.1	Any Submission you make to our Interactive Services and any other communication to users of our Site by you must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably.
5.1.6	in any manner that disrupts the operation of our Site or business or the website or business of any other entity;		
5.1.7	in any manner that harms minors;	7.2	In particular, any Submission or communication by you must be:
5.1.8	to promote any unlawful activity;		
5.1.9	to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;	7.2.1	your own original work and lawfully submitted;
		7.2.2	factually accurate or your own genuinely held belief;
5.1.10	to gain unauthorised access to or use of computers, data, systems, accounts or networks;	7.2.3	provided with the necessary consent of any third party;
5.1.11	to attempt to circumvent password or user authentication methods; or	7.2.4	not defamatory or likely to give rise to an allegation of defamation;
5.1.12	to publish, promote or proliferate any content that we may, at our discretion and acting reasonably, deem as causing or having the potential to cause us, our employees, officers and Directors commercial harm or reputational damage.	7.2.5	not offensive, obscene, sexually explicit, discriminatory or deceptive; and
		7.2.6	unlikely to cause offence, embarrassment or annoyance to others.
		8	Infringing content
		8.1	We will use reasonable efforts to:
6	Bulletin boards, chat rooms and other interactive services	8.1.1	delete accounts which are being used in an inappropriate manner or in breach of these Terms; and
6.1	We may make bulletin boards, chat rooms or other communication services ("Interactive Services") available on the Site.	8.1.2	identify and remove any content that is inappropriate, defamatory, infringes intellectual property rights when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.
6.2	We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material ("Submission") submitted to our Interactive Services. Where we do monitor or moderate Submissions we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.	8.2	If you believe that any content which is distributed or published by the Site is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately using the contact details on the Site.
6.3	We may remove or edit any Submission to any of our Interactive Services whether they are moderated or not.	9	Your privacy and personal information
6.4	Any Submission you make must comply with our Submission standards set out in clause 7 below.		Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at https://www.confetti.co.uk/information/privacy-policy/ , which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
6.5	By making a Submission, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Submission (in whole or in part) on the Site, in our promotional material and on any other websites operated by us, indefinitely.		
7	Submission standards	10	Ownership, use and intellectual property rights

10.1	The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site ("Content") are owned by us and our licensors.	11.3.3	reasonable and fair, we may take steps to limit, restrict, suspend, or terminate your access to the services. Unacceptable Usage: Excessive consumption of resources, abuse of system capabilities, or activity that negatively affects the experience of other users may be considered a violation of this Fair Use Policy.
10.2	We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.	11.3.4	Notification and Remedies: If we determine that your usage breaches this Fair Use Policy, we may contact you to discuss your usage patterns. In cases where adjustments cannot be agreed upon, we reserve the right to take action, including but not limited to, imposing limitations, additional fees, or suspending access to the "unlimited" services.
10.3	Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.	12	Accuracy of information and availability of the Site
10.4	Confetti trademarks are our trademarks. Other trademarks and trade names may also be used on the Site or in the Content. Use by you of any trademarks on the Site or in the Content is strictly prohibited unless you have our prior written permission.	12.1	We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
11	Submitting information to the site	12.2	We may suspend or terminate access or operation of the Site at any time as we see fit.
11.1	While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.	12.3	Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its Content.
11.2	Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.	12.4	While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.
11.3	While we may refer to certain services as "unlimited," such usage is subject to our Fair Use Policy. In particular:	13	Hyperlinks and third party sites
11.3.1	Definition of Unlimited: "Unlimited" refers to usage that is not artificially capped by pre-defined limits, but is subject to reasonable and non-excessive use in line with the typical usage patterns of customers.		The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over such third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse
11.3.2	Fair Use Policy: To maintain the performance and availability of our services, we reserve the right to monitor usage. If we determine, at our absolute discretion, that your usage exceeds what we consider to be		

that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site and is at your own risk.

18.3 If you are not satisfied with our service, you may send an official complaint to hello@confetti.co.uk.

14 **Limitation on our liability**

- 14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 14.1.1 losses that were not foreseeable to you and us when these Terms were formed;
 - 14.1.2 losses that were not caused by any breach on our part;
 - 14.1.3 business losses; and
 - 14.1.4 losses to non-consumers.

15 **Events beyond our control**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; flood, fire, explosion or accident; or epidemics or pandemics.

16 **Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

17 **Variation**

- 17.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 15.
- 17.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

18 **Disputes**

- 18.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out on the Site.
- 18.2 Relevant United Kingdom law will apply to these Terms. If you want to take court proceedings, the relevant courts of the United Kingdom will have non-exclusive jurisdiction in relation to these Terms.

Whitespace Publishers Limited**Terms and Conditions for the provision of Services****THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 13* (LIMITATION OF LIABILITY), *CLAUSE 9* (CHARGES AND PAYMENT) AND *CLAUSE 4* (CONTRACT DURATION)****1. Definitions**

The following definitions apply in these Conditions:-

"Advertising"	Display of the advertising materials of the Customer on the Website and/or the App in accordance with the Services;
"App"	as defined in clause 10;
"App Initial Term"	as defined in clause 10.5;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
"Charges"	the charges payable by the Customer for the supply of the Services in accordance with clause 9;
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 18.5;
"Contract"	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions;
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression "change of control" shall be construed accordingly;
"Customer"	the person, business or entity who receives Services from the Supplier in accordance with these Conditions;
"Customer Default"	has the meaning set out in clause 8.2;
"Digital Platforms"	the Confetti website at www.confetti.co.uk and the App as defined at clause 10.
"First Term"	As defined in clause 4.1;

"Information"	any information provided by the Supplier to the Customer forming part of the Services including marketing data and any lists of names and addresses of Users;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including knowhow), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Order"	the Customer's order for Services as set out in the order form accompanying these Conditions;
"Order Form"	the order form completed by the Supplier and issued to the Customer;
"Payment Request"	An invoice, and/or where applicable an automated or/and manual Credit/Debit card payment request / attempt.
"Payment Failure"	Any instance where a Payment Request for Charges results in payment not being made by the Customer to the Supplier in accordance with the Payment terms, or where, having made payment, the Customer subsequently claws back payment from the Supplier;

“Renewal Period”	As defined in clause 4.1;
“Services”	the services to be provided to the Customer as described on the Website, and such services agreed to be provided by the Supplier to the Customer as set out in the Order which may include Advertising and the provision of Information;
“Standard Charges”	the Supplier’s Standard Charges as listed in clause 9.1;
“Start Date”	the date set out in the Order on which Services commence;
“Supplier”	Whitespace Publishers Ltd registered in England and Wales with company number 04468229 trading as Confetti;
“UK Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (DPA); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and where applicable the guidance and codes of practice issued by the Information Commissioner from time to time;
“UK GDPR”	the General Data Protection Regulation (EU) 2016/679 as it forms part of domestic law in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the UK or a part of the UK from time to time).

“Users”	consumer users of the Website including brides to be;
“Website”	the Confetti website at www.confetti.co.uk .

2 Interpretation

The following rules of interpretation apply in these Conditions.

2.1 A reference to legislation or a legislative provision:

2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and

2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.

2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.3 A reference to **writing** or **written** includes email.

3 Basis of contract

3.1 Upon the Supplier’s receipt of confirmation that the Customer has signed the Order, the Contract shall come into existence with effect from the Start Date.

3.2 Any samples, descriptive matter or advertising issued or presented by the Supplier in written or verbal form, and any descriptions or illustrations on the Website or published for the sole purpose of giving an approximate idea of the Services described in them shall not form part of the Contract or have any contractual force.

3.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.4 These Conditions and the Contract between the Supplier and Customer and shall be considered a Business-to-Business (B2B) agreement. Both parties confirm that they are acting in the course of their business and **not** as consumers for the purposes of this agreement.

4	Contract Duration		Services, and the Supplier shall notify the Customer in any such event.
4.1	The Contract shall commence on the Start Date and continue for an initial free trial period of three months (the " First Term ") at which point it shall automatically renew for successive 12 month periods (each a " Renewal Period "), unless terminated earlier:	5.3	The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
4.1.1	in accordance with clause 14;	5.4	The Services are intended for use in connection with business-to-consumer marketing only. The Customer agrees that the Customer will only use the Services for purposes relating to business-to-consumer marketing.
4.1.2	by the Supplier for convenience on providing the Customer with not less than 30 days' prior written notice, such notice to expire after the end of the First Term;	5.5	The Supplier does not give any representations, warranties, conditions, undertakings, or terms (either expressed or implied):
4.1.3	by the Customer at any time during the First Term by obtaining from the Supplier an OPT OUT CODE. The Customer must obtain the OPT OUT CODE at least 1 day prior to the expiry of the First Term and obtaining it shall terminate the Contract at the end of the First Term. The Customer must obtain an OPT OUT CODE by visiting https://www.confetti.co.uk/optout and completing the form.	5.5.1	as to the fitness for a particular purpose of the Services and/or the Information;
4.2	If the Customer fails to obtain the OPT OUT CODE during the First Term in accordance with clause 4.1 the Contract will continue beyond the First Term to paid for Services and the Customer will be responsible for the continued payment of the Charges ("Future Fee") for each Renewal Period.	5.5.2	that the Services and/or Information will meet the Customer's requirements; or
4.2.1	The Customer may, at any time during a Renewal Period, terminate the Services by obtaining from the Supplier an OPT OUT CODE at least 1 day prior to the expiry of that Renewal Period and obtaining it shall terminate the Contract at the end of that Renewal Period. The Customer must obtain an OPT OUT CODE by visiting https://www.confetti.co.uk/optout and completing the form.	5.5.3	that provision of the Services will be uninterrupted, timely, secure or error free.
4.2.2	Where the Customer elects to terminate the Services part way through a Renewal Period the Customer is liable to pay the Charges in respect of that entire Renewal Period.	5.6	The Customer acknowledges that the Supplier does not guarantee any results from the Services including but not limited to Advertising, use of Supplier publications, use of the Information or use of the Website and/or App.
5	Supply of Services	5.7	The Supplier will use reasonable endeavours to ensure that the Digital Platforms are normally available 24 hours a day, but the Supplier will not be liable if the Website and/or App are unavailable as access to the Website and/or App may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Supplier's control.
5.1	The Supplier shall supply the Services to the Customer in all material respects.	5.8	Except as expressly and specifically provided in the Contract all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract.
5.2	The Supplier reserves the right to amend the Services if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the	5.9	The Supplier reserves the right to suspend Customer access to the website and / or suspend the supply of any or all Services to the Customer should there be a Payment Failure. Doing so will not preclude the Supplier from pursuing monies owed.
		6	Advertising
		6.1	This clause 6 shall apply where the Services include Advertising.
		6.2	The Customer shall be required to comply with, and shall be subject to the Website and/or App technical requirements or

- specifications as notified by the Supplier to the Customer from time to time.
- 6.3 The Supplier has the right to refuse to display any content on the Website and/or the App that it reasonably determines is illegal, offensive or inappropriate.
- 6.4 The Customer's right to display content on the Website and/or the App is non-exclusive and the Supplier shall be entitled to display similar third party promotional material on the Website and/or the App, which may relate to direct competitors of the Customer.
- 6.5 In the event of any content being published incorrectly, where the Supplier is solely responsible, the Supplier will display replacement content of an equivalent level, free of charge to the Customer. This will be the sole remedy of the Supplier and the Customer will not be entitled to any refund of Charges in respect of such incorrect publication.
- 6.6 The Customer authorises the Supplier at its discretion, to use publicly available images and data, including images and data from the Customer's website, to perform the initial set up of the Campaign.
- 7 Information**
- 7.1 This clause 7 shall apply where the Services include the provision of Information.
- 7.2 The Customer agrees that it may only use the Information during the term of the Contract or such period as is specified in the Order. When the customer ceases to have an Order in place for the ongoing supply of Information all prior supplied Information must be destroyed and must not be used.
- 7.3 Without limiting any other right or remedy that the Supplier may have, the Customer acknowledges that any usage of any Information outside of what has been agreed with the Supplier will result in further Charges and the Supplier shall be entitled to issue a **Payment Request** which sum shall be payable within 7 days.
- 7.4 Clause 7.2 shall not restrict the Customer from using the Information where a data subject becomes a bona fide customer of the Customer as a result of the Customer's use of the Information in accordance with the Contract.
- 7.5 The Customer will use the Information in accordance with all relevant codes of practice in the direct marketing industry and/or the advertising industry and any other applicable laws, including but not limited to the General Data Protection Regulations (GDPR).
- 7.6 The Customer shall screen any telephone numbers in the Information against the Telephone Preference Service ("**TPS**") and Corporate TPS ("**CTPS**"). If a telephone number is listed on either service the Customer agrees that it will not make marketing calls to that number, unless the data subject has specifically consented to receive the Customer's calls.
- 7.7 Where we provide the contact details of brides-to-be they have consented (and not withdrawn their consent) to the Customer using those contact details in accordance with these Conditions. The Customer undertakes to comply with the rules on Telephone Marketing at <https://ico.org.uk/for-organisations/guide-to-pecr/electronic-and-telephone-marketing/telephone-marketing> including by always identifying who is calling and only calling between 9am and 9pm. The Customer should also provide a contact address or number, if required.
- 7.8 The Information may contain a number of check names, email addresses, telephone and addresses ("**Seeded Data**") in order to monitor the usage of Information by the Customer and to ensure that it is used in accordance with this Contract.
- 7.9 The Customer warrants and represents that they have conducted their own assessment and have a valid legal basis, in accordance with the legitimate interest test as set out in the GDPR, to process the personal data provided by the Supplier or collected during the performance of this contract.
- 7.10 The Customer acknowledges and agrees that it is solely responsible for any actions taken by the Customer on the basis of the Information and shall indemnify and hold harmless the Supplier from any claims, liabilities, damages, costs, and expenses arising out of or related to any breach of data protection laws or regulations by the Customer, including but not limited to the GDPR, in relation to the processing of Information under this contract.
- 7.11 The Customer further acknowledges that the Information may include information inputted by a third party and that the Supplier is not responsible for the accuracy of such Information.
- 7.12 When using the Information, the Customer is not permitted to say that it is an affiliate of the Supplier or that the Customer has been recommended by the Supplier (unless the

	Supplier has specifically agreed to this in writing).	9.1	The annual Standard Charges for each Renewal Period for the Digital Platforms are as follows:
7.13	The Supplier reserves the right to amend, adjust and profile the provision of Information across the term agreed in the applicable Order.		- Listing on the Website www.confetti.co.uk - £999 +VAT - Listing on the App "Wedx" - £999 +VAT
8	Customer's general obligations		
8.1	The Customer shall:	9.2	The Supplier reserves the right to increase the Charges upon providing the Customer at least 60 days' notice.
8.1.1	ensure that the terms of the Order are complete and accurate;	9.3	The Supplier shall issue a Payment Request to the Customer for the Charges for the applicable Renewal Period on or around the commencement of that Renewal Period.
8.1.2	co-operate with the Supplier in all matters relating to the Services;	9.4	The Customer shall pay each Payment Request submitted by the Supplier:
8.1.3	provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;	9.4.1	within 7 days of the date of the Payment Request or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
8.1.4	obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;	9.4.2	in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
8.1.5	comply with any additional obligations as detailed in the Services.	9.5	All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (" VAT "). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT Payment Request from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
8.1.6	keep contact details and business information updated.	9.6	If the Customer fails to pay any Payment Requests due to the Supplier under the Contract and/or any Order by the due date (a "Payment Failure"), or claws back any payment made by the supplier then, without limiting the Supplier's remedies under clause 15, the Customer shall:
8.2	If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):	9.6.1	lose any discounts or payment schedules agreed with the Supplier in the Order (where applicable)
8.2.1	without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;	9.6.2	be liable to pay a Late Payment Surcharge of up to £100 per Payment Request in line with late payment legislation.
8.2.2	the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and	9.6.3	pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 9.6 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%
8.2.3	the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.		
9	Charges and payment		

	and the Supplier shall be entitled to recover from the Customer all costs (including legal costs) incurred by the Supplier in recovering payment from the Customer.		Support for a particular version/platform may also cease to be available even after previously being available;;
9.7	All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).	10.4.5	accordingly, the Supplier shall not be liable for any delay or failure to complete App updates within any particular timeframe, and the Customer agrees that there will be no right to compensation from the Supplier in respect of the development of the App and version updates or releases or availability on any platform..
10	The App	10.5	The initial term of the App (“the App Initial Term”) coincides with the Initial Term of the Contract as part of the Services, commencing on the Start Date detailed in the Order. Any Renewal Periods for the App will align with the Renewal Period of the Website Services and run concurrently.
10.1	The “App” refers to the “Wedx” software application owned and developed by the Supplier.	10.6	The App will have a defined range of standard functionalities, and the Supplier reserves the right to develop and introduce optional non-standard and chargeable features, benefits and functionalities from time-to-time.
10.2	The App is anticipated to be typically accessed on mobile devices and is intended to provide an appropriately optimised interface for Customers and identified likely consumer users of the App, including but not limited to brides-to-be.	10.7	The Supplier reserves the right to withdraw features and functionalities, either standard or optional non-standard as defined in clause 10.6.
10.3	The Supplier shall not be liable for any damages, losses, or expenses arising from the use or inability to use the App, whether direct, indirect, or consequential. The Supplier shall have no liability for any claims, demands, or actions brought against the Customer or any third party arising from the use of the App. The Customer agrees to indemnify and holds the Supplier harmless from any such claims, demands, or actions.	11	Intellectual property rights
10.4	The Customer acknowledges that the App is under ongoing development by the Supplier. In relation to this:	11.1	All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
10.4.1	the Supplier makes no representations or warranties as to any specific App version updates or release dates, and there are no obligations on the Supplier regarding the timeframe for such;	11.2	The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services.
10.4.2	any estimated date of App version updates or releases or timeframes provided by the Supplier is solely for informational purposes and shall not be considered by the Customer as a contractual commitment or obligation on the part of the Supplier;	12	Data protection
10.4.3	the Supplier shall use reasonable efforts to update the App as soon as practicable, but the Customer acknowledges that the development process may involve unforeseen delays or obstacles; and	12.1	The parties shall comply with their data protection obligations as set out in Schedule 1.
10.4.4	the Supplier does not warrant that the App will be available on all versions of all platforms, including but not limited to Android, iOS, or other operating systems. The Customer acknowledges that certain platforms may not be supported at the time of release or at any future date, and this will not be considered a breach of the Contract.	13	Limitation of liability
		13.1	References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.2	Nothing in this clause 13 shall limit the Customer's payment obligations under the Contract or any liability arising under the indemnity in clause 14.	15	Termination
13.3	Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:	15.1	Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
13.3.1	death or personal injury caused by negligence; and	15.1.1	the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
13.3.2	fraud or fraudulent misrepresentation.	15.1.2	the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
13.4	Subject to clause 13.3, the Supplier's total liability to the Customer for all loss or damage shall not exceed 100% of the Charges paid or payable by the Customer for the Services in the 12 months preceding the date of the claim.	15.1.3	the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
13.5	Subject to clause 13.2 and clause 13.3, this clause 13.5 sets out the types of loss that are wholly excluded:	15.1.4	the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
13.5.1	loss of profits.	15.2	Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
13.5.2	loss of sales or business.	15.3	Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:
13.5.3	loss of agreements or contracts.	15.3.1	the Customer fails to pay any amount due under the Contract on the due date for payment;
13.5.4	loss of anticipated savings.	15.3.2	the Customer becomes subject to any of the events listed in clause 15.1.2 or clause 15.1.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them; or
13.5.5	loss of use or corruption of software, data or information.	15.3.3	the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 15.1.
13.5.6	loss of or damage to goodwill; and	15.4	Without affecting any other right or remedy available to it, the Supplier may terminate the Contract in the event that the Supplier
13.5.7	indirect or consequential loss.		
13.6	The terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.		
13.7	Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.		
13.8	This clause 13 shall survive termination of the Contract.		
14	Indemnity		
	The Customer shall indemnify the Supplier and the Supplier's officers, directors, employees and agents from and against all claims, liability, damages, losses, costs (including legal fees) arising out of any breach of the Conditions by the Customer.		

	deems the provision of the services under this Contract to be unviable, upon written notice to the customer per clause 15.4.2.		expiry of the Contract shall remain in full force and effect.
15.4.1	For the purposes of this clause, the provision of services shall be deemed unviable if any of the following circumstances arise:	17	Privacy Policy
	(a) The Supplier incurs significant financial losses in the provision of the Services;		All personal data collected from the Customer shall be processed in accordance with the Supplier's Privacy Policy at:- https://www.confetti.co.uk/information/privacy-policy/ .
	(b) There is a change in legislation or regulation which renders the provision of the Services impossible or impractical;		Telephone calls may be recorded for training, monitoring and quality assurance purposes.
	(c) There are changes in the market conditions or business environment which make it commercially unfeasible to provide the Services.	18	General
15.4.2	The Supplier shall provide the Customer with written notice of termination, specifying the reasons for termination and the effective date of termination.	18.1	Force majeure
15.4.3	Upon termination of the contract pursuant to this clause 15.4, the Supplier shall be entitled to payment for all Services provided up to the effective date of termination. The Customer shall have no further obligations to the Supplier under this Contract, except for any obligations that survive termination.		Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire, explosion or accident; and interruption or failure of utility service.
16	Consequences of termination		
16.1	On termination or expiry of the Contract:		
16.1.1	the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid Payment Requests and interest and, in respect of Services supplied but for which no Payment Request has been submitted, the Supplier shall submit a Payment Request, which shall be payable by the Customer immediately on receipt;	18.2	Assignment and other dealings
16.1.2	no refunds shall be paid for any Charges paid in advance by the Customer; and	18.2.1	The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
16.1.3	any licence or permission granted to the Customer will cease immediately including login rights.	18.2.2	The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
16.2	Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.	18.3	Confidentiality
16.3	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or	18.3.1	Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 18.3.4.
		18.3.2	The Customer agrees to hold all Confidential Information in strict confidence

- and not to disclose or use such information for any purpose other than as required for the performance of its obligations or as authorized by the Supplier. The Customer agrees to take all reasonable measures to protect the confidentiality of the Confidential Information and to prevent unauthorised disclosure, use, or copying of such information.
- 18.3.3 The Supplier further acknowledges that where any unauthorised disclosure or use of the Confidential Information that could, in the opinion of the Supplier acting reasonably, cause irreparable harm to the Supplier, the Supplier shall be entitled to seek injunctive relief, as well as any other legal remedies available, in the event of such a breach.
- 18.3.4 For the avoidance of doubt, the Customer shall not disclose to any third party:
- (a) any information relating to specific offers, discounts, or preferential terms that the Customer benefits from under the Contract or in relation to the Supplier's services; and
 - (b) any recordings of telephone calls between the Customer and the Supplier or its representatives, or the existence and content of such recorded conversations, that the Customer may have access to or is able to recover, whether such recordings were made by the Supplier or the Customer.
- The restrictions in this clause shall apply except where such disclosure is expressly authorised by the Supplier in writing or is required by law.
- 18.3.5 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18.3; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 18.4 **Entire agreement**
- 18.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 18.5 **Variation**
- Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.6 **Waiver**
- A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.7 **Severance**
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 18.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.8 **Notices**
- 18.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.

- 18.8.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.8.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18.8.3 This clause 18.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

18.9 **Third Party Rights**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.10 **Governing Law**

The Contract, 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.

18.11 **Jurisdiction**

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 the Contract or its subject matter or formation provided that either party may enforce any judgment of the courts of England and Wales in the courts of any jurisdiction.

Schedule 1 Whitespace Publishers Limited
Terms and Conditions for the provision of Services

Data Protection

1 Definitions

"Agreed Purposes"	as set out in the Order;
"Controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures"	as set out in the UK Data Protection Legislation in force at the time;
"Data Discloser"	a party that discloses Shared Personal Data to the other party;
"Permitted Recipients"	the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement;
"Shared Personal Data"	the personal data to be shared between the parties under clause 1.1 of this schedule 1

Data Protection

1.1 **Shared Personal Data**

- (a) This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- (b) **Effect of non-compliance with UK Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give

grounds to the other party to terminate this agreement with immediate effect.

(c) **Particular obligations relating to data sharing.** Each party shall:

- (i) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (ii) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (iii) process the Shared Personal Data only for the Agreed Purposes;
- (iv) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (v) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (vi) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (vii) not transfer any personal data received from the Data Discloser outside the UK unless the transferor:
- (A) complies with the provisions of the DPA (in the event the third party is a joint controller); and
- (B) ensures that (i) the transfer is to a country approved by the UK Government as providing adequate protection pursuant to the DPA; or (ii) there are appropriate safeguards in place pursuant to the DPA; or (iii) Binding corporate rules are in place; or

- (viii) one of the derogations for specific situations in the DPA applies to the transfer.

1.2 **Mutual assistance**

- (a) Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:
 - (i) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - (ii) promptly inform the other party about the receipt of any data subject access request;
 - (iii) provide the other party with reasonable assistance in complying with any data subject access request;
 - (iv) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - (v) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
 - (vii) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
 - (viii) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (ix) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 1; and
 - (x) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of

the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.