



Master Terms and Conditions

1. Definitions and Interpretation

The following definitions shall have the following meanings throughout this Agreement:

Agreement	means these definitions, terms and conditions, alongside any Service Subscription Agreement signed by the authorised signatory of the parties;
Business Hours	means Monday to Friday 09:00 to 17:00 UK local time excluding UK bank holidays.
Business Days	any day which is not a Saturday, Sunday or public holiday in the UK and any days that fall between Christmas Day (25th December) and New Years Day (1st January).
Content	any content including but not limited to material, text, information, data, software, executable code, images, audio or video material in whatever medium or form incorporated in and on or uploaded to (whether by The Customer, its customers or otherwise) the Fundraising Pages, excluding content provided by Hubbub.
Confidential Information	information marked as confidential or that falls within the types of information which has been designated as confidential by either party or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored, including information which relates to the business, affairs, properties, assets, trading practices, goods, services, developments, trade secrets, intellectual property rights, software, know-how, personnel, designs, operations, processes, product information, finances, customers and suppliers of the relevant party, all personal data and sensitive personal data within the meaning of the General Data Protection Regulation 2016/679/EU and commercially sensitive information of the relevant party.
Customer Data	the data input by The Customer, Users, or Hubbub on The Customer's behalf for the purpose of using the Services or facilitating The Customer's use of the Services.
Data Subject	an individual who is the subject of personal data (which has the meaning set out in the General Data Protection Regulation 2016/679/EU) and relates only to personal data, or any part of such personal data, of which The Customer is the Data Controller and in relation to which Hubbub is providing services under this Agreement.
Fundraising Pages	The Customer's website as set out in your Service Subscription Agreement.
Fees	the fees and payments as defined in your Services and Subscription



Agreement.

Hubbub	means Sponsorcraft Limited (Company Number 07699834 of 85 Great Portland Street, London, W1W 7LT) trading as Hubbub and Hubbub Fundraising
Scope of Services	means the Services as defined in your Service Subscription Agreement.
Services	means the Services to be provided by Hubbub as set out in your Service Subscription Agreement, together with any other services as may be agreed between Hubbub and The Customer from time to time in accordance with clause 1.2.
Service Subscription Agreement	means the agreement(s) entered into between Hubbub and The Customer in relation to the provision of Hubbub Software and Services.
Hubbub Software	Means the Hubbub white-label platforms and its associated application as defined in your Service Subscription Agreement and delivered via the internet on a Software as a Service (SaaS) basis.
Subscription	the length of term or scope of project for the provision of Services as set out in your Service Subscription Agreement
Training Session	training in the use of the platform to access the Services as provided by Hubbub to the employees or agents of The Customer.
User Generated Content	any Content generated by persons other than The Customer.
User Terms	terms of use (including any privacy policy) for Users of the Services in the form agreed between the parties and amended from time to time by the further agreement of the parties (not to be unreasonably withheld, conditioned, or delayed)
Users	any individual, company, entity, organisation or business that accesses and uses the Fundraising Pages.
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Words importing the singular include the plural, words importing any gender include every



gender and words importing persons include corporate and unincorporated entities and (in each case) vice versa.

Any reference to the words “includes” or “including” shall unless further specified be construed as if followed by the words “without limitation”.

2. Services

- 2.1. Hubbub grants to The Customer and the Users a non-exclusive, non-transferable right to use the Services during the Subscription, and will provide the Services and the Service Levels set out in your Service Subscription Agreement in accordance with this Agreement.
- 2.2. The Customer acknowledges that if it requires any additional services beyond those set out in the Service Subscription Agreement additional charges may be payable. Any such additional charges will be invoiced separately and shall be agreed in writing in advance between the parties.
- 2.3. In using the Services The Customer shall:
 - 2.3.a. comply with its obligations under the relevant User Terms for the Services and ensure the Fundraising Pages comply with the relevant User Terms;
 - 2.3.b. comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 2.3.c. not authorise or permit any of its employees, contractors or agents to modify the Services in any manner contrary to Hubbub's instructions. Should the Customer wish to modify or alter the Services in a manner not agreed in advance with Hubbub, the Customer shall notify Hubbub of this intention to modify or alter the Services at least 5 (five) working days before any such modification or alteration of the Services takes place; and
 - 2.3.d. not authorise or permit any of its employees to access the Services or to modify the Fundraising Pages until the relevant employee has attended a Training Session (or been trained by an employee who has attended a Training Session) and received training to the appropriate level; and
 - 2.3.e. keep confidential and secure any usernames and passwords provided to it or enabled by Hubbub and use them strictly in accordance with any instructions issued by Hubbub and permit Hubbub to audit the use of such usernames and passwords from time to time.
- 2.4. In providing the Services, Hubbub shall:
 - 2.4.a. ensure that the mechanism provided by Hubbub as part of the Services on the Fundraising Pages is in the form provided effective and sufficient to bind each User to the relevant User Terms;
 - 2.4.b. provide the Services with reasonable skill and care, in a timely and efficient manner, using appropriately qualified and experienced staff, wherever relevant, in accordance with your Service Subscription Agreement;
 - 2.4.c. maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement;
 - 2.4.d. comply with all applicable laws and regulations with respect to its activities under this Agreement; and



- 2.4.e. use all reasonable endeavours to ensure that its provision of the Services is free of Viruses

3. Fees and Payment

- 3.1. In consideration of the provision of the Services, Hubbub shall be entitled to the Fees from The Customer on either a periodic or project basis as set out in your Service Subscription Agreement.
- 3.2. Any fees relating to additional Services Hubbub may provide under clause 1.2 during any one month shall be invoiced as and when they arise, monthly in arrears.
- 3.3. Fees and charges for any new Service or new feature of a Service will be effective from when we post updated fees and charges on our website, or unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services you are using at the time of your renewal in writing sixty (60) calendar days before the end of the Subscription or after delivery of the Services as defined in your Service Subscription Agreement, unless otherwise stated.
- 3.4. Hubbub shall render invoices to The Customer in respect of the Fees as shall be necessary for the proper performance of the Services. The Customer will pay such an amount in pounds sterling together with Value Added Tax (**VAT**) (if required and at the prevailing rate in the UK). Payment shall be made within fourteen days (14) days of receipt of the relevant invoice, or sooner as defined in Clause 3.1 (**Time Period**) by way of direct credit to Hubbub's nominated bank account.
- 3.5. All invoices defined in Clause 3.4 must be paid in full prior to commencement of delivery of the services. All other invoices shall be paid within the agreed payment terms. Should no such terms be agreed all other invoices shall be paid within fourteen (14) days of invoice date.
- 3.6. Hubbub, without prejudice to any other rights and remedies it may have, reserves the right to suspend the Services in the event of non-payment (whether by non-payment of any invoice, cancellation of any direct debit, or otherwise) within the Time Period (but shall recommence them at no further cost when the delinquent invoice has been paid). In such circumstances Hubbub shall, without liability to The Customer, be under no obligation to provide all or any of the Services whilst any such invoice remains unpaid.

4. Fundraising Page Content

- 4.1. The Customer shall have day-to-day responsibility for the Content, including but not limited to any User Generated Content. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - 4.1.a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 4.1.b. facilitates illegal activity;
 - 4.1.c. depicts sexually explicit images;
 - 4.1.d. promotes unlawful violence;
 - 4.1.e. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or



- 4.1.f. in a manner that is otherwise illegal or causes damage or injury to any person or property; and The Customer shall remove such material and also any defamatory, offensive, obscene, racist, harmful, threatening, infringing, harassing or otherwise unlawful or objectionable User Generated Content as soon as reasonably practicable, or ask Hubbub to remove such content as soon as possible. Hubbub reserves the right, without liability or prejudice to its other rights to The Customer, to disable The Customer's and Users' access to any material that breaches the provisions of this clause.
- 4.2. Notwithstanding Clause 4.1, if Hubbub reasonably forms the view that Content of any Fundraising Page:
 - 4.2.a. may be in breach of any third party's rights or in contravention of applicable laws or regulations, Hubbub may without prior notice or any liability suspend the Fundraising Page or remove that Content from the Fundraising Page and shall within twenty-four (24) hours thereafter notify The Customer of its removal; or
 - 4.2.b. may be in breach of any term of this Agreement (including Clause 3.1) or applicable law then Hubbub may without prior notice or any liability access and edit or remove such Content on the relevant Fundraising Page to rectify such breach and shall within twenty-four (24) hours thereafter notify The Customer of its editing or removal.

5. Customer Data

- 5.1. The Customer Data shall be the property of The Customer and The Customer grants to Hubbub a non-exclusive worldwide durational licence to use The Customer Data during the relevant Subscription as may be reasonably required for Hubbub to perform its obligations under this Agreement, including without limitation the provision of customer services or technical assistance direct to Users. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of The Customer Data.
- 5.2. Hubbub shall not disclose, sell, lease or share The Customer Data to any third party (including for the avoidance of doubt any charity or university) except as it may be required to do so by law, or by a court of competent jurisdiction. If required to disclose by law or court order, then Hubbub shall promptly inform The Customer, unless prevented from doing so by law or court order.
- 5.3. Hubbub may collect, store, use, analyse, retain and release anonymised data (in all cases not being personal data) relating to internet behaviour and the use by The Customer and Users of the Services and Fundraising Pages. For the avoidance of doubt Hubbub shall be entitled to collect, store, use, analyse, retain and share such anonymised data with third parties (being its business partners, suppliers and subcontractors).

6. Data Protection

Each of the parties agrees to be bound by [The Data Protection Agreement](#).



7. Liability

- 7.1. This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of the parties' employees, agents and subcontractors):
- 7.1.a. arising under or in connection with this Agreement;
 - 7.1.b. in respect of any use made by The Customer of the Services or any part of it; and
 - 7.1.c. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 7.2. Except as expressly and specifically provided in this Agreement:
- 7.2.a. The Customer assumes sole responsibility for results obtained from the use of the Services by The Customer, and for conclusions drawn from such use. Hubbub shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Hubbub by The Customer in connection with the Services, or any actions taken by Hubbub at The Customer's direction;
 - 7.2.b. 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 this Agreement;
- 7.3. Nothing in this Agreement limits or excludes the liability of either party:
- 7.3.a. for death or personal injury caused by either party's negligence; or
 - 7.3.b. for fraud or fraudulent misrepresentation.
- 7.4. In no event shall a party to this Agreement be liable to the other party whether arising under this Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, for any Consequential Loss. Consequential Loss shall for the purposes of this clause mean:
- 7.4.a. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
 - 7.4.b. losses incurred by the other party or other third party;
 - 7.4.c. loss of profits (whether categorised as direct or indirect);
 - 7.4.d. losses arising from business interruption;
 - 7.4.e. (v) loss of business revenue, goodwill (or similar losses) or anticipated savings;
 - 7.4.f. (vi) losses whether or not occurring in the normal course of business, wasted management or staff time and;
 - 7.4.g. (vii) loss or corruption of data or goods.
- This clause shall not apply in the event of Hubbub's breach of data protection matters under Clause 14, [The Data Protection Agreement](#), (or a breach by Hubbub's sub-processors including, without limitation employees, agents or contractors of those subcontractors).
- 7.5. For the avoidance of doubt, Hubbub shall not be responsible for defects resulting from improper use of the Services by The Customer or by any third party (including Users).



- 7.6. The Customer hereby acknowledges and agrees that in entering into this Agreement, The Customer had recourse to its own skill and judgement and has not relied on any representations made by Hubbub, any employees or agents of Hubbub.
- 7.7. In providing the Services Hubbub agrees to undertake all reasonable endeavours to ensure that The Services remain uninterrupted and error-free, but
 - 7.7.a. does not warrant that The Customer's use of The Services will be uninterrupted or error-free; and
 - 7.7.b. is not, other than as expressly set out in this Agreement, responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities that are not under the control of Hubbub or its subcontractors; and
 - 7.7.c. Subject to Clauses 7.2 and 7.3 each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or however arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid for the relevant Services detailed in your Service Subscription Agreement. However, each party's aggregate liability to the other party arising out of a breach of data protection matters under Clause 14, [The Data Protection Agreement](#), (including any Consequential Loss as mentioned in Clause 7.4).

8. Indemnity

- 8.1. Hubbub indemnifies The Customer and undertakes to keep indemnified The Customer, its officers, employees, contractors and agents against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against The Customer arising out of or in any way connected with or as a consequence of an unlawful or negligent act or omission of Hubbub, its officers, employees or agents. However, Hubbub shall have no obligations to or liability to The Customer to the extent that a claim under the indemnity or under this Agreement is based on:
 - 8.1.a. the combination, operation or use of the Services with other services or software not provided by Hubbub, if such infringement would have been avoided in the absence of such combination, operation or use; or
 - 8.1.b. use of the Services by The Customer in any manner inconsistent with this Agreement or contrary to Hubbub's instructions or modification or alteration of the Services by any party other than Hubbub or Hubbub's duly authorised contractors or agents; or
 - 8.1.c. the negligence or wilful misconduct of The Customer.
- 8.2. The Customer indemnifies Hubbub and undertakes to keep indemnified Hubbub, its officers, employees, contractors and agents against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against Hubbub arising out of or in any way connected with or as a consequence of an unlawful or negligent act or omission of The Customer, its officers, employees or agents. However, The Customer shall have no obligations or liability to Hubbub to the extent that a claim under the indemnity or under this Agreement is based on:
 - 8.2.a. use of the Services in accordance with the written instructions or training provided by Hubbub; or
 - 8.2.b. the negligence or wilful misconduct of Hubbub.



9. Term and Termination

- 9.1. This Agreement shall remain in force until the Subscription has been delivered or the duration specified in the Subscription has passed as set out in your Service Subscription Agreement.
- 9.2. Hubbub shall notify The Customer of any renewal in writing sixty (60) calendar days before the end of the Subscription or after delivery of the Services as defined in your Service Subscription Agreement, unless otherwise stated.
- 9.3. On termination The Customer shall immediately cease using the Services.
- 9.4. Either party shall, without liability to the other, be entitled to terminate the Service Subscription Agreement at any time without notice if the other party:
 - 9.4.a. ceases or threatens to cease to carry on business; or
 - 9.4.b. is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation shall be bound by and assume the other party's obligations under this Agreement); or
 - 9.4.c. compounds with or convenes a meeting of its creditors, makes arrangements in any way with its creditors (or an application to court for protection of its creditors) or has a receiver, manager or similar official administrator appointed in respect of the whole or substantial part of the undertaking and assets of such party, or any similar event occurs under the law of any other jurisdiction in respect of it; or
 - 9.4.d. has an administrator appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by the other party or its directors or by a qualifying floating charge holder (as defined in of the Insolvency Act 1986, paragraph 14 Schedule B1)
- 9.5. Either party shall be entitled to terminate this Agreement immediately on written notice if the other party commits a material breach of any term of this Agreement and, in the case of a breach capable of remedy, such breach shall not have been remedied within thirty (30) Business Days' notice of the same requiring remedy.
- 9.6. Hubbub may terminate this Agreement immediately on written notice if The Customer repeatedly fails to remove content as required in Clause 4.
- 9.7. The Customer may terminate this Agreement at any time by giving Hubbub sixty (60) days' written notice. On termination under this clause The Customer shall remain liable for all unpaid Fees as specified in your Service Subscription Agreement to the end of the Subscription, and for specific performance of its obligations under this Agreement.
- 9.8. If the Agreement is terminated pursuant to Clauses 9.2, 9.4, 9.5 then the Agreement shall terminate at the relevant time set out in such clauses. For the avoidance of doubt the Fundraising Pages would immediately be closed and no further funds would be collected in relation to such. Relevant Users would be notified by email.
- 9.9. In the event of termination of this Agreement for any reason Hubbub shall deliver a copy of The Customer's Data to The Customer in a mutually agreed format on such media or by such method as shall be agreed between Hubbub and The Customer.



- 9.10. On request, and in any event on termination of this Agreement for whatever reason, in the absence of written consent of the other each party shall deliver up to the other party all materials provided by the other party, Confidential Information of the other party and (to the extent not so comprised therein) all correspondence, documents and other property belonging or relating to the other party and, in the case of Hubbub, any document which Hubbub has produced specifically for The Customer (other than training materials or generic documents in relation to the Services) in performing the Services which may be in Hubbub's possession or under its control shall be delivered to The Customer, and neither party shall, without the written consent of the other, make or retain copies of any such documents.
- 9.11. If instructed by The Customer, and save to the extent it may be required to retain the same by law or is permitted pursuant to Clause 14, [The Data Protection Agreement](#), Hubbub shall delete securely and irrevocably all Customer provided materials, and provide written confirmation of the deletion/destruction of personal data and such materials held by Hubbub.
- 9.12. Termination or expiry of this Agreement shall not affect the rights, remedies, obligations or liabilities of either party accrued prior to termination or expiry (including the right to claim damages in respect of any breach of the Agreement which existed at or before such date) or the continuation of any terms intended expressly or by implication to survive termination or expiry.

10. Proprietary Rights and Third-Party Providers

- 10.1. The Customer acknowledges and agrees that Hubbub and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant The Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 10.2. Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement, The Customer shall not:
 - 10.2.a. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Software relating to the Services in any form or media or by any means; or
 - 10.2.b. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
 - 10.2.c. access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 10.2.d. use the Services to provide services to third parties other than Users; or
 - 10.2.e. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except to Users of the Fundraising Pages, or
 - 10.2.f. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as Users of the Fundraising Pages.



- 10.3. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Hubbub.
- 10.4. The Customer acknowledges that the Services may enable or assist it (or its Users) to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it (and its Users) does so solely at its own risk. Hubbub makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by The Customer or its Users, with any such third party. Any contract entered into and any transaction completed via any third-party website is between The Customer (and/or the User as applicable) and the relevant third party, and not Hubbub.
- 10.5. Hubbub recommends that The Customer refers (or ensures that Users refer) to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.
- 10.6. Hubbub does not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Services.
- 10.7. Hubbub grants to The Customer a non-exclusive, revocable, personal licence (subject to the other terms and conditions of this Agreement and during the Subscription and solely as provided by Hubbub on the Fundraising Pages) to use and reference the Hubbub name (and Hubbub's products and services) in the manner as prescribed by Hubbub from time to time.
- 10.8. The Customer agrees that Hubbub may use The Customer's name and any logos or other trademarks of The Customer to promote The Customer's platform, or on Hubbub's website or in Hubbub's promotional materials for publicity and marketing purposes. Any such use by Hubbub shall, other than its use on Hubbub's websites and its social media outlets which are hereby authorised without further notice, be subject to the advance written approval of The Customer.

11. Confidentiality

- 11.1. Neither party shall disclose the contents of this Agreement to any third party (except to its professional advisors) without written consent by the other party.
- 11.2. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.3. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that
 - 11.3.a. is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.3.b. was in the other party's lawful possession before the disclosure;
 - 11.3.c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or



11.3.d. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.4. Each party shall:

11.4.a. hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement; and

11.4.b. take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.6. The Customer acknowledges that details of the Service, and the results of any performance tests of the Service, constitute without limitation Hubbub's Confidential Information.

11.7. This clause shall survive termination of this Agreement, however arising.

12. Waiver and Severance

12.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.2. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13. No Partnership or Agency

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14. Non-Assignment

This Agreement or any of the rights or obligations hereunder may not be assigned or otherwise transferred by either party without express prior written consent of the other party.



15. Force Majeure

Neither party shall have liability to the other party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the affected party or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified promptly of such an event and its expected duration.

16. Payments Processing

- 16.1. Hubbub integrates with third party payment providers PayPal and Stripe ("third party payment gateways") to process secure pledges. These gateways are compliant with relevant PCI DSS requirements and certification is available on request.
- 16.2. Hubbub will notify The Customer in writing if additional payment gateways are to be integrated by Hubbub.
- 16.3. No liability shall fall to Hubbub in respect of any monies which, for any reason, are not received by The Customer as a result of the failure of a third-party payment gateway, or a User, to pay any sums due in respect of pledges on the Fundraising Pages.

17. Insurance

- 17.1. Hubbub agrees to purchase and maintain business insurance to the following levels:
 - 17.1.a. Maximum liability for a data breach: two million pounds sterling.
 - 17.1.b. Insurance against a data protection breach of no less than two million pounds sterling.
 - 17.1.c. Professional indemnity insurance of no less than two million pounds sterling.
 - 17.1.d. Public liability insurance of no less than five million pounds sterling.
 - 17.1.e. Employer's liability insurance of no less than ten million pounds sterling.

18. Third Parties

Except as otherwise expressly provided for herein, the parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of Contracts (Rights of Third Parties) Act 1999.

19. Governing Law and Jurisdiction

- 19.1. 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) shall be governed by the laws of England and Wales. Such Courts shall by irrevocable agreement of the parties have exclusive jurisdiction for the settlement of all disputes or claims arising under or in connection with this Agreement or its subject matter or formation (including non-contractual claims or disputes).
- 19.2. Where a data subject wishes to bring legal proceedings against Hubbub with respect to The Data Protection Agreement they may do so before the courts of the Member State in which they have their habitual residence.

20. Notices

- 20.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by email, or hand, or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Service Subscription Agreement, or such other address as may have been notified by that party for such purposes.
- 20.2. A notice delivered by email shall be deemed to have been received at 9am on the first business day following delivery. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Business Hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or **recorded** delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

21. Entire Agreement

- 21.1. This Agreement, its Annexes, and any documents referred to in it, including any Service Subscription Agreements entered into between the parties, constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this Agreement.
- 21.2. In the event of a contradiction between this Agreement and the provisions of related agreements between the Parties, existing at the time this Agreement are agreed or entered into thereafter, this Agreement shall prevail