



## Terms of Service for Merchants

These Terms of Service (hereinafter called “Terms”) are a binding legal agreement between you (the “Merchant”) and Resilia Services LTD (hereinafter “Resilia”) that governs the use of our website <https://resiliaservice.com>, all the related websites and connected websites to <https://resiliaservice.com>, and to its affiliates and associates (hereinafter jointly called “Website”) and Resilia’s mobile application (hereinafter called “App”). Resilia fully owns and control the Website and App. By using the Website and/or App, you expressly agree to these Terms of use, if you do not agree please do not use it.

Through this document, Resilia offers to the Members the Resilia’s Website and App (hereinafter jointly called “Platform”).

In accordance with the applicable law, and for convenience of the Members, here below the identification information of the Website and App owner:

- Entity name: Resilia Service LTD
- Registered office: Bank Studios 3.1 – Park Royal Road – NW10 7LQ London

Resilia is a service provider, which main activity consists in the development and management of a technological platform through which freelancers and/or merchants may offer their products and/or services on a mobile application or website.

Resilia has developed an App through which the merchants, who have entered into a commercial agreement (hereinafter called “Merchants”), may use to offer a selection of goods and/or services (hereinafter called “Merchant’s Services”).

Resilia acts only and exclusively as a collection agent and denies any responsibility and/or liability for the products and for the services, which are directly offered by the Merchants and/or authorized third parties. Any liability and/or responsibility for the products and/or services shall be exclusively beard by the specific Merchant.

Resilia’s scope is to offer an online place that enables Merchants to publish and offer their Services, as also enable Users who wishes to enjoy said services by acquiring them directly from the specific Merchant.

Resilia’s App and/or Website offers the possibility to Merchants to perform their services where the User and the Merchant agrees to, meaning that the Services may be performed outside the place of business of the Merchant (i.e. delivery). Resilia shall not be responsible for any service as they totally depends on the agreement executed between the Merchant and the User.

Through this document, Resilia warrants that it has obtained all the necessaries licenses in order to perform its commercial activities in the countries in which operates.



Users and Merchants hereinafter jointly “Members”.

## **1. Terms of use**

By accessing the Platform, and voluntarily creating a profile, all Members expressly recognize and agree to these Terms as well as those of the Privacy Policy and Cookie Policy.

## **2. Merchant Profile**

Resilia offers the Merchants the opportunity to share their services with the Resilia’s community of Users, and granting them access to a new customer base. The Merchant has total control on the performance of the service(s), the costs of the service(s) and rules of the service(s), as also the creation of the Advertisement. The Merchant shall indemnify Resilia for every kind of liability and/or responsibility. The economic conditions for the use of the Platform are set forth in these Terms and/or will be separately forwarded to the Merchant. The Merchant accepts that Resilia could modify and/or change these economic conditions by giving a by giving a 30 days' notice. In case Resilia modify the economic conditions applied to the single Merchant, and the Merchant does not agree, the Merchant may terminate this agreement as provided herein.

## **3. Search for Merchants on the Platform**

The User can search the services offered by the Merchants by using different search criteria such as the type of service, the geographic location, availability of the service, etc. In order to have the best result, the User can apply different filters based on the relevance of the service as also other filtering criteria. The relevance is a quantification and evaluation of several factors, such as price, availability, reviews, customer care and so on.

## **4. Position in the research results**

The position if the Advertisement in the research on Resilia’s Platform depends on a series of factors including the following:

- Users defined research parameters (e.g. kind of service, price range),
- Characteristic of the Advertisement (e.g. price, calendar availability, number quality of the images, Reviews, kind of service, popularity on social media),
- User experience of reservation (e.g. customer care and history of user cancellation, easy booking),
- Merchant’s specific requirements,
- Users preferences (e.g. saved announces, place from which the users are searching).



The results of the research could appear different on our mobile Application from the ones on the website. Resilia may agree with a Merchant to promote an Advertisement, in the search query or generally on the Resilia's Platform by paying an extra fee. More information on the factors which determines the way of visualization in the research results of the Advertisement and on our promotional programs are available on request

If, after 25 review scores of a single Merchant, the average of the total score is equal or less than 4 (four), based on a scale ranging from 0 to 5, Resilia reserves the right to obscure and, therefore render the Merchant not visible, on the Resilia Platform for a maximum duration of 60 days or at the discretion of Resilia. After such, the Merchant will be made visible again, but if his review score based on the average of the next 25 successive votes, is again equal or less than four, Resilia may once again render the Merchant not visible on the Resilia Platform for 120 days, or at Resilia's discretion, terminate this agreement.

## **5. Booking of services**

When the User books a Service from a Merchant through an Advertisement, the User agrees to pay all charges and fees arising from such booking, including the price indicated in the Advertisement, applicable costs, taxes and any other items identified during the payment process (collectively, the "Total Price"). When the User receives the booking confirmation, a contractual relationship arises between the User and the Merchant for such Merchant's Services (sometimes called "booking" in these Terms). Some Merchants work with a co-merchant or with a team to provide their Services.

## **6. Agreement with the User**

When the Merchants accepts a booking request or receives a booking confirmation through the Resilia platform a contractual relationship arises between the User and the Merchant, and as such, the Merchant is responsible for performing the Service according with these Terms and the specific terms and costs specified in his own Advertisement. The Merchant agrees to pay any applicable cost, such as the cost of the Resilia Platform service (and the applicable taxes) for each booking. Resilia will retain the amounts due from the fee paid by the User, unless there is a different agreement between Resilia and the Merchant. All terms or conditions that are included in any additional contract with the Users must: (i) be consistent with these Terms and the information provided in the Advertisement and (ii) be clearly indicated in the description thereof.

## **7. Independence of Merchants**

The Merchant is an independent party and under no condition shall be considered an employee, agent, joint venture or partner of Resilia. Resilia only acts as a payment collection agent. Resilia does not direct or control the Merchant's Services, and this constitutes a clear indication that the Merchant has full discretion as to whether and when to provide these Services, as also at what price and under what conditions to offer them.



## **8. Advertisement**

### **8.1. Creation and management of the Advertisement**

The Resilia Platform provides tools that simplify the configuration and management of the Advertisement. The Advertisement must include complete and accurate information about the Service offered, the price, additional costs and any rules or requirements applicable to Users or to the Advertisement itself. The Merchant is responsible for the actions and omissions as well as to keep up to date and accurate information (including the availability of the calendar) and content (such as photos) of the Advertisement.

### **8.2. Legal Obligations**

The Merchant is responsible for understanding and fully complying with any applicable law, rule, regulation and contractual obligations with third parties that are applicable to the Merchant's Services, such as, for example, matters relating to professional liability, or the rules of trade associations (included, but not limited to: regulations of a professional body, rules of conduct and ethics, etc.). The Merchant is responsible for verifying and complying with any applicable rules for the Merchant's Services that it intends to offer. The information Resilia provides about legal requirements is for information purposes only, it does not constitute legal advice in any way, and as such Merchants shall seek its own legal advice. The Merchant is responsible for the management and use of personal data of Users and others, in compliance with the laws on privacy and these Terms, included or standards on Merchants' privacy.

### **8.3. Responsibility of the Merchant**

The Merchant is responsible for the Services offered to the Users. The Merchant is also responsible for his own actions (and omissions) and for the actions (and omissions) of anyone whom he allows to join for and during the execution of the Services. It is the responsibility of the Merchant to determine the price, the rules and the requirements of the Services and the Advertisement. In the description of the Advertisement the Merchant shall explain all costs and charges, and may not collect additional costs or charges outside the Resilia Platform, except those expressly authorized by Resilia. It is strictly forbidden to encourage Users to create other accounts, post reviews, provide their contact information or take other actions outside of the Resilia Platform.

## **9. Cancellations, refunds and changes to bookings**

### **9.1. Cancellations and refunds**



Resilia offers the possibility to cancel the booking free of charge, provided that such cancellation occurs no later than 24 hours before the performance of the Services. In this case, the total amount paid by the User for the booking will be returned by Resilia to the User, after deducting the expenses applied to Resilia for payment by electronic means and other essential economic commitments that acquired Resilia and/or the Merchant before the cancellation of the booking. However, in certain situations, other terms may prevail, which defines the amount reimbursed.

## **9.2. User cancellation**

In general, if a User cancels a booking, the amount paid to the Merchant is determined according with these Terms and/or the cancellation terms applicable to that specific booking. The Merchant shall not cancel a User's booking without a valid reason or to comply with the requirement of the applicable law. A cancellation of a User's booking without a valid reason could entail, at the discretion of Resilia, a cancellation fee and/or other applicable costs. If we reasonably expect to refund a User under any of these Terms, we may delay the payment of any compensation for such booking until a decision is made on the refund. You can appeal against a decision of Resilia by contacting Customer Service.

## **9.3. Merchant cancellations**

If the Merchant cancels a booking with a valid motivation, as so deemed by Resilia, the fee payable to the Merchant will suffer a reduction equal to the amount that Resilia reimburses or otherwise provides as a compensation to the User and any other reasonable cost incurred by Resilia as a result of such cancellation. If a User request and receives a refund after the Merchant has already received the payment from Resilia, or if the amount of the refund and other costs incurred by Resilia exceeds the paid fees, Resilia may recover said amount from the Merchant, by deducting such amount from any future payments to the Merchant. The Merchant agrees that Resilia's refund policy and these Terms shall prevail over the cancellation terms that the Merchant have set in the Advertisement. If we reasonably expect to refund a User under any of these Terms, we may delay the payment of any compensation for such booking until a decision is made on the refund. You can appeal against a decision of Resilia by contacting Customer Service.

## **9.4. Changes to bookings.**

Users and Merchants are responsible for any changes to bookings that they agree to make via the Resilia Platform or require Resilia's Customer Service to make on their behalf ("Change to Booking") and agree to pay any additional amounts, fees or fees associated with any Change to Booking.

# **10. Taxes**

## **10.1. Merchant's tax obligations.**

The Merchant is responsible, in accordance with the applicable law, to fulfill the own obligation to report, collect, pay or include in its price, any applicable VAT or other indirect taxes, income or other applicable taxes ("Taxes").



## **10.2. Tax information.**

In certain jurisdictions, the applicable law may require Resilia to collect and/or report tax information concerning the Merchant, as well it may be required to withhold any applicable tax from the fees payable to the Merchant. If the Merchant does not provide Resilia with the documentation deemed by Resilia as suitable to support compliance with such obligations, Resilia may withhold the fees up to the amount required by law, until the appropriate tax documentation is provided.

## **11. Service Review**

### **11.1. Reviews**

After each Merchant's Service, Users will have the opportunity to write their respective reviews. The above review must be accurate and may not contain discriminatory, offensive, defamatory or any other kind of language that breaches our Content Policy or our Review Policy. The Reviews are not verified by Resilia and can therefore be incorrect or misleading. If the Merchant receives 25 negative reviews within 3 months, his Profile on the Platform may be obscured for up to 60 days, at Resilia's discretion.

### **11.2. Contents**

Some sections of the Resilia Platform allow Members to provide feedback, text, photos, audio, video, information and other content (collectively, the "Content"). By providing Content, in any form and by any means, Members grant Resilia a non-exclusive worldwide royalty-free, sublicenseable and transferable license for the duration of the protection of the rights thus licensed, to access, use, store, copy, modify, create derivative works, distribute, publish, broadcast, stream, disseminate and otherwise exploit such Content in order to provide and/or promote the Resilia Platform in any way and by any medium, known or unknown at the time of use. If the Content includes Personal Information, said Content will be used only for such purposes only if the use complies with applicable data protection laws and in accordance with the Resilia Privacy Policy. If Resilia pays for the creation of Content or facilitates its creation, it may be the owner of such Content, in which case the additional terms may apply. Members are responsible for all Content they provide and warrant that they own it (or have permission) in order to grant Resilia the rights described in these Terms. Members are responsible if any of its Content breaches or infringes intellectual property or third party privacy rights. The content must comply with our Content Policy, which prohibits, inter alia, discriminatory, obscene, harassing, deceptive, violent and illicit language/content. Members agree that Resilia may make available automated services or tools to translate the Content and that its Content may be translated using such services or tools. Resilia does not guarantee the accuracy or quality of the translations, while Users and/or Merchants are responsible for verifying the correctness.

## **12. Platform rules of conduct**



## 12.1. Rules.

Members, and in specific Merchant, must respect the following rules and shall refrain from taking any actions which can induce others to violate them.

- Act with integrity and treat others with respect.
- Don't lie, represent something or someone incorrectly or pretend to be someone else.
- Communicate and interact with others in a polite and respectful way.
- Do not discriminate or harass others.
- Do not web-scrap, hack, decode, compromise or damage the Resilia Platform.
- Do not use bots, crawlers, scrapers or other automated tools to access or collect data or other content from or otherwise interact with the Resilia Platform.
- Do not hack, avoid, remove, compromise or otherwise attempt to circumvent any security or technological measure used to protect the Resilia Platform or Content.
- Do not decrypt, decompile, disassemble or decode, compromise or damage Resilia Platform.
- Do not use bots, crawlers, scrapers or other automated tools to access or collect data or other content from or otherwise interact with the Resilia Platform.
- Do not hack, avoid, remove, compromise or otherwise attempt to circumvent any security or technological measure used to protect the Resilia Platform or Content.
- Do not decrypt, decompile, disassemble or decode any software or hardware used to provide the Resilia Platform.
- Do not take any action that may damage or adversely affect the performance or proper functioning of the Resilia platform.
- Use the Resilia Platform only if you have permission under these Terms or another agreement with Resilia.
- Members may:
  - Only use another Member's personal information if necessary to facilitate a transaction using the Resilia Platform, as authorized by these Terms.
  - Not use the Resilia Platform, Resilia messaging tools or Users and/or Merchants' personal information to send commercial messages without their explicit consent.
  - May use the Content made available through the Resilia Platform only if necessary to allow its use as a User or Operator.
  - May not use the Content unless they have the permission of their owner or if the use is authorized by Resilia in these Terms or in another agreement with Resilia.
  - Not request, make or accept bookings or payments outside the Resilia Platform, to avoid paying any costs, taxes or for any other reason.
  - Not request or encourage Users to open an account, leave a review or otherwise interact with a third-party website, application or service before, during or after a booking, unless they receive permission from Resilia.
  - Not take any action to manipulate the Resilia search algorithm.
  - Must not book the Operator's Services unless they actually intend to use them.
  - May not use, copy, display, mirror or framing the Resilia Platform, any Content, Resilia brand, page layout or design without the prior consent of Resilia.
- Comply with any and all applicable legal obligations.
- Understand and comply with the laws to which you are subject, including privacy, data protection and export laws.



- If you provide Resilia with someone else's personal information, you must: (i) do so in accordance with applicable law, (ii) have permission to do so and (iii) authorize Resilia to process that information in accordance with Resilia's Privacy Policy.
- Read and comply with the Resilia Terms, Policies and Standards.
- Do not use the name, logo, trademark or trademarks of Resilia or others without permission.
- Do not use or register any domain name, social network account, trade name, trade mark, trademark, logo or other distinctive sign that may be confused with the Resilia's brand.

## **12.2. Violations report**

If a Member considers that another Member, Advertisement or Content poses an imminent risk to a person, they should immediately contact their local authorities before contacting Resilia. In addition, if a Member believes that a User, Merchant, Advertisement or Content has violated the Resilia's Standards, the Member shall report it to Resilia. If the Member have already filled a complaint with their local authorities, Resilia may request a copy of this report. Except as required by law, Resilia is not required to act in response to any report.

## **13. Fees**

### **13.1. Fees payable to Resilia:**

To maintain the Resilia Platform, Merchants are required to pay an Annual Affiliation fee (calculated for each individual calendar year), plus a fee that will be retained by Resilia for each individual booking. The Merchant agrees that Resilia can modify and/or change these economic conditions by giving a by giving a 30 days' notice. In case Resilia modify the economic conditions applied to the single Merchant, and the Merchant does not agree, the Merchant can terminate immediately this agreement in accordance with Section 14.

Resilia will charge the following fees to the Merchant for the use of the Platform:

- Annual Membership Fee: £ 0,00 + VAT (until the 31/12/2022); £ 150,00 + VAT (after the 31/12/2022)
- Booking fee: 15% + VAT
- Fees on electronic payments and receipts: none
- Charges for additional services: only if agreed.

For macro-categories involved in the consultancy sector such as, but not limited to, Lawyers, Private Bankers, Family Bankers, Real Estate, Insurers which requires a first free meeting with the User, Resilia will charge a fixed and variable fee in percentage of £ 8 + VAT.

Invoicing will take place on a weekly basis.

## **14. Duration and termination**



#### **14.1. Duration**

If a Merchant: The agreement referred to in these Terms shall remain in force until such time as is agreed in separate agreement.

#### **14.2. Termination.**

Parties may terminate this Agreement by giving a 30 days written notice. Resilia may also terminate this Agreement immediately and without notice and terminate access to the Resilia Platform if the Member(s) substantially breaches these Terms or the Resilia Policy, (ii) breaches applicable laws or (iii) such action is necessary to protect the personal integrity or property of Resilia, its Members or third parties (for example in case of fraudulent behavior of a Member) or (iv) the account has been inactive for more than two years

#### **14.3. Termination effects**

Any confirmed booking will be automatically cancelled and the Users will receive a full refund.

Upon termination of this Agreement, the Merchant will not be entitled to restore his account or its Content. If access to or the use of the Resilia Platform has been restricted, or if the Resilia account has been suspended or this agreement has been terminated by Resilia, the Merchant will not be able to register a new account unless Resilia agrees.

#### **14.4. Violations of Members**

If a Member :

- breaches these Terms, Policies or Resilia Standards;
- breaches any applicable law, regulation or third-party rights;
- has repeatedly received negative reviews (refer to our Review Policy) or Resilia otherwise becomes aware of or receives complaints about the performance or conduct of that Member;
- has repeatedly cancelled confirmed bookings or has not responded to booking requests without a valid reason ;or,
- such action is necessary to protect the personal security or property of Resilia, its Members or third parties;

Resilia may, at Resilia's discretion:

- suspend or restrict the Member's access to or use of the Resilia Platform and/or their account;
- suspend or remove Advertisement, Reviews or other Content;
- cancel pending bookings;
- suspend or revoke any benefit given to the Member.

In case of non-substantial breaches or where otherwise appropriate, Resilia will communicate any measure it intends to take and will give the opportunity to cure the problem, unless such notification



(i) prevents or hinders the detection or prevention of fraud or other illegal activities, (ii) harms the legitimate interests of other Users and/or Merchants or third parties, or (iii) breaches any applicable law.

#### **14.5. Orders of a competent authority**

Resilia may take any action deemed reasonably necessary to comply with the applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body with jurisdiction.

#### **14.6. Appeal.**

If Resilia takes any of the measures under these Terms, Members may appeal against this decision by contacting Resilia's Customer Service.

#### **14.7. Notices on copyright.**

If you believe that the Resilia's Platform Content breaches copyright, please notify us promptly.

### **15. Changes to these Terms.**

Resilia may change these Terms at any time. When substantial changes are made to these Terms, Resilia will publish the modified Terms on the Resilia Platform and update the "Last Updated" date indicated at the beginning of the same. Resilia will also communicate the changes by email, at least thirty (30) days before the date of entry into force of the same. If a Member does not agree to the Terms as amended, the Member may terminate this Agreement by giving a 30 day's written notice. If Resilia does not receive notice of termination of the agreement before the date on which the modified Terms becomes effective, the access or the use of the Platform will be considered as an agreement to said modified Terms

### **16. Claims**

Resilia acts only as an intermediary. Each Member is personally responsible for any material and/or personal damages committed. In spite of this, Resilia undertakes to support the parties, through Resilia's Customer Service, and the parties undertake to resolve any dispute in a confidential and friendly manner. If a Member provides evidence that another Member has wrongfully damaged their person or their property, the Member who filed the complaint may give notice to Resilia Customer Service. If the Member makes a complaint, the other Member shall have the opportunity to reply. Resilia may take any actions, as so deemed necessary by Resilia, against any Member with any remedy available under applicable law. Members should cooperate in good faith, provide any information required by Resilia, draw up any documents and take further reasonable action in regards to any claims for damages, any Members' complaints, or any claim relating to the provision or use of the Merchant's Services. Members may appeal against a decision by contacting Resilia Customer Service.



## **17. Role of Resilia.**

Resilia offers a platform that allows Members to publish, offer, search and book Merchant Services. When Members make or accept a booking, they are entering into a contract directly with each other. Resilia is not and does not become a party or other participant in any contractual relationship between Members. Resilia only act as a collection agent, as provided for in the Payment Terms. Resilia is committed to ensure the satisfaction of the Members, however Resilia does not control and cannot control the conduct or performance of Users and/or Merchants and does not guarantee (i) the existence, quality, safety, suitability or legality of any Advertisement or Merchant's Services or (ii) the truth or accuracy of any Advertisement Description, Review or other Content provided by Members. You acknowledge that Resilia has no general obligation to supervise the use of the Resilia Platform and to verify the information provided by Members, but that it has the right to review, disable access, remove or modify the Content for: (i) manage, protect and improve the Resilia Platform (including for fraud prevention, risk assessment, investigation and customer support); (ii) ensure compliance with these Terms by Members; (iii) comply with applicable law or the order or request of a court, law enforcement or other administrative agency or governmental body; (iv) process the Contents of the Members we believe harmful or objectionable; (v) take action established in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Ads that do not meet the quality and eligibility criteria. If Resilia removes or disables a Content, it will notify the Member and provide the reasons for such a measure, unless such communication (i) prevents or impedes the detection or prevention of fraud or other illegal activities, (ii) damage the legitimate interests of other Members or third parties, or (ii) infringe applicable laws.

Members may appeal against a decision of Resilia by contacting Resilia Customer Service. Members agree to cooperate and assist Resilia in good faith and to provide Resilia with information and to take any action that may reasonably be requested by Resilia in connection with any investigation undertaken by Resilia, regarding the use or abuse of the Resilia Platform.

## **18. Members Account**

You need to register an account to access and use the functions of the Platform. Registration is only permitted to legal persons, partnerships and natural persons of legal age. By registering an account, the Merchant declares and warrants that it is not a natural or legal person who is prohibited from using the Resilia Platform, in accordance with the laws of the place of residence or any other applicable jurisdiction. For the registration of an account, accurate, up-to-date and complete information is required, and the Merchant will take care to keep your account information up-to-date. You are not allowed to register more than one account or transfer your account to others. Members are responsible for maintaining the confidentiality and security of their account login credentials and are not permitted to disclose them to third parties. Members must immediately inform Resilia if there are suspicions that their credentials have been lost, stolen or their account is otherwise compromised. Members are responsible for all activities carried out within their Account on the Platform unless such activities have been carried out without their permission and the Member is otherwise negligent (for example, not reporting unauthorized use or loss of your credentials). If permitted by applicable law, Resilia may, without constituting an obligation: (i) require each Member to provide identification



or other information; (ii) carry out checks to verify the identity or personal background of each Member; (iii) compare with third-party databases or other sources and request reports from service providers; and (iv) obtain reports from criminal records or records of sexual offences or their local equivalents.

## **19. Waiver**

Resilia does not warrant the existence, performance, safety, quality, legality or suitability of any User, Merchant, Merchant's Service, Advertisement or the conduct taken by any User and/or Merchant or any third party they wish to involve in the performance of the Merchant's Services. Resilia does not warrant that a verification, identity checks or background checks has been conducted on any Members (where possible) as also the identification of any past misconduct or warrants the prevention of any future misconduct. Any reference to a "verified" Member (or similar term) only indicates that the Member or Resilia has completed a relevant verification or identification process and nothing else. Resilia is not responsible for interruptions or inconveniences to the Internet and telecommunications infrastructure that are beyond the control of Resilia and may result in interruptions in availability the telecommunications infrastructure that is outside the control of Resilia and may cause interruptions in the availability of the Resilia Platform. Resilia may limit, temporarily and taking into account the legitimate interests of the Members (e.g. by prior notice), the availability of the Resilia Platform or certain functionalities of the Resilia Platform if this is necessary in view of capacity limitations, the security or integrity of its servers or to perform maintenance to ensure the correct or improved functioning of the Resilia Platform.

## **20. Liability**

The extent of Resilia's liability under or in connection with this agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause. Resilia does not control the performance of the Merchants Services, as the Merchant itself is an independent professional party, and as such, any liability arising out of the performance of a Merchants Service shall be exclusively bear by the Merchant. Resilia shall not be liable for any consequential, indirect or special losses, and as such, shall not be liable for (whether direct or indirect): (a) loss of profit;(b)loss of use of data;(c)loss of use;(d)loss of production;(e)loss of contract;(f)loss of opportunity;(g)loss of saving, discount or rebate (whether actual or anticipated); or(h)harm to reputation or loss of goodwill. All warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law. Notwithstanding any other provision of this agreement, the liability of Resilia shall not be limited in any way in respect of the following: (a) death or personal injury caused by negligence of Resilia; (b) fraud or fraudulent misrepresentation of Resilia; or (c) any other losses which cannot be excluded or limited by applicable law.

## **21. Indemnification**



To the extent permitted by the applicable law, Members agree to defend and indemnify Resilia (including affiliates and their personnel) from and against any claims, liabilities, damages, losses and expenses, including, but not only, reasonable legal and accounting costs arising out of or in any way related to: (i) the breach of these Terms (including any additional or additional terms that apply to a product or function) or the Resilia Policies or Standards; (ii) improper use of the Resilia Platform; (iii) interaction with any Merchant and/or User, or use of other Merchant's Services, which cause, but not limited to, any injury, loss or damage (compensatory, direct, indirect, consequential or otherwise) of any kind arising out of or resulting from such interaction or use; (iv) omission or falsely declare, collect or pay taxes; or (v) a violation of any law, regulation or third party right, such as intellectual property or privacy rights. The indemnity obligation shall apply only if and in so far as there is a sufficient causal link between the claims, liabilities, damages, losses and expenses and the failure of the Member to fulfil a contractual obligation.

## **22. Applicable law and jurisdiction.**

These Terms are governed by and interpreted in accordance with the laws of England and Wales. The Parties irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## **23. Miscellanea**

### **23.1. Other terms incorporated by reference.**

The Policies, Standards and other additional terms and policies related to these Terms apply to the use of the Resilia Platform, are incorporated by referral and are part of the agreement with Resilia.

### **23.2. Interpretation of these Terms.**

Unless supplemented by internal product terms, conditions, policies, guidelines, standards and disclosures, these Terms constitute the entire agreement between the Parties regarding their access to or use of the Resilia Platform and supersede any previous agreement, in oral or written form, between the Parties. These Terms do not confer and cannot be interpreted as conferring rights or remedies on third parties. If any provision of these Terms is held invalid or unenforceable, this provision will be deleted and will not affect the validity and enforceability of the remaining provisions.

### **23.3. No waiver.**

Resilia's failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless such waiver is expressly acknowledged and accepted by Resilia in writing. Except as expressly set forth in these Terms, the exercise by one of the Parties of any of the remedies



available to it under these Terms shall be without prejudice to the other remedies provided by these Terms or otherwise permitted by law.

#### **23.4. Assignment**

Members may not assign, transfer or delegate this Agreement or their rights and obligations hereunder without the prior written consent of Resilia. Resilia reserves the right, at its sole discretion, without limitation, to assign, transfer or delegate this agreement and any of its rights and obligations herein provided by giving 30 days' notice. The right to terminate this Agreement at any time under these Terms shall remain unaffected.

#### **23.5. Notice**

Unless otherwise provided, all notices or other communications to Members permitted or provided by this Agreement, will be sent electronically by Resilia via email, notification on the Resilia Platform or messaging service (including SMS, email), or by any contact method we allow you to use.

#### **23.6. Third party services.**

The Resilia Platform may contain links to third-party websites, applications, services or resources ("Third-Party Services") that are subject to different privacy terms and practices. Resilia is not responsible for any aspect of such Third Party Services and links to such Third Party Services do not constitute sponsorship.

#### **23.7. Google Terms**

Some translations on the Platform are provided by Google. Google makes no warranties regarding translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some areas of the Resilia Platform implement Google Maps/Earth mapping services, including Google Maps application programming interfaces (Apis). Use of Google Maps/Earth is subject to the additional Google Maps/Google Earth Terms of Service.

#### **23.8. Apple Terms.**

If a Member access or download Resilia's on the Apple Store, agree the End User License Agreement for the Apple Licensed Application.

#### **23.9. Resilia's Platform content.**

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