

The DocPortal Customer Terms of Service v3.1

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My Wealth Cloud Ltd

Registered Office: 55 Station Road, Beaconsfield, Bucks, HP9 1QL

Company Reg: 07562559

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DEFINITIONS

My Wealth Cloud Services - The My Wealth Cloud application including the My Wealth Cloud Document Portal (**Document Portal**), all My Wealth Cloud developed Add-ins and integrations, all training, administrative and support activity

Binding Contract or Contract - This is made up of three key documents: our Terms of Service, the Order Form and Document Instructions

Terms of Service - These terms of the Contract between us for the provision of the My Wealth Cloud Services to the Customer

Customer Order Form or Order Form - The specific order requirements of a Customer Documented Instructions – GDPR Required details of how My Wealth Cloud will process Customer data.

Customer - A company or other business or organisation purchasing My Wealth Cloud Services

Authorised Users - These come in two main groups:

Business Users - employees, contractors, suppliers or other individuals or organisations granted access to the Business interface of My Wealth Cloud by the Customer.

End Users - clients, employees, or other individuals or organisations granted access to individual private use accounts by the Customer.

Initial Subscription Term - The initial period to which a Customer commits when purchasing My Wealth Cloud Services.

Auto-renew Term - The period for which a Customer's subscription for the My Wealth Cloud Services will renew unless cancelled.

Effective Date - The date the Order Form and our Terms of Service were agreed.

Launch Date - The date from which the Customer's subscription becomes active

Subscription Term - The period during which the Customer is contracted to pay for the number of Authorised Users of the My Wealth Cloud Services

Fee – The amounts to be paid to My Wealth Cloud in respect of My Wealth Cloud Services

Non-My Wealth Cloud Product - Any product, integration, or application using the My Wealth Cloud API library but not developed by My Wealth Cloud

Customer Data - the data including Personal Data (otherwise known as "Protected Data" under the GDPR) uploaded by the Customer, Authorised Users, or us on the Customer's behalf for using the My Wealth Cloud Services or facilitating the Customer's use of the Services

GDPR – General Data Protection Regulation

My Wealth Cloud End User Terms (License) – the end user terms of My Wealth Cloud governing the use of the My Wealth Cloud Services by the end user which are appended to this agreement

EEA – the European Economic Area

TERMS OF SERVICE

These Terms of Service describe your rights and responsibilities when using our online platform (the "My Wealth Cloud Services") and tools and govern your access and use of the same.

These "Terms of Service" Form a Part of a Binding "Contract"

These Terms of Service and the Order Form together form a binding "Contract" between the Customer and us. "We," "our" and "us" refer to My Wealth Cloud Limited, a company limited by shares, incorporated in England and Wales under company registration number 07562559 whose registered office is at 55 Station Road, Beaconsfield, Buckinghamshire, HP9 1QL.

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Your Agreement on Behalf of “The Customer”

By proceeding you acknowledge you have read our Terms of Service, Order Form and agree to the Contract on behalf of the Customer.

Customer Choices and Instructions

“The Customer” is the organisation that you represent in agreeing to the Contract for the provision of My Wealth Cloud Services. The Customer and its Authorised Users are granted a limited, non-exclusive, revocable, non-transferable license to access and use the My Wealth Cloud Services for the purposes of the Customer’s business during the Subscription Term. Individuals authorised by the Customer to access the My Wealth Cloud Services (an “Authorised User”) may submit content or information to the Document Portal, such as documents, notes, messages, photos, and the Customer shall exclusively provide us with instructions appended to the Customer’s Order Form on what to do with it (“**Documented Instructions**”). For example, the Customer may grant or terminate access for Authorised Users to the My Wealth Cloud Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign workspaces

The Customer will: (a) inform Authorised Users of all Customer policies and practices that are relevant to their use of the My Wealth Cloud Services and of any settings that may impact the processing of Customer Data; and (b) obtain all rights, permissions or consents from Authorised Users and other Customer personnel that are necessary to grant the rights and licenses in the Contract and for the lawful use and transmission of Customer Data and the operation of the My Wealth Cloud Services; and (c) include the My Wealth Cloud User Terms in any agreement with their client.

Purchasing Decisions

We may share information about our future product plans because we like to keep our customers informed. Our public statements about those product plans are an expression of intent but you should not rely on them when making a purchase. If the Customer decides to buy the My Wealth Cloud Services, that decision should be based on the functionality or features we have made available today and not on the delivery of any future functionality or features.

Updates to the Service

We can make necessary deployments of changes, updates or enhancements to the Services at any time. We may also add or remove functionalities or features, or we may suspend or stop the Services altogether.

Feedback is Welcome

The more suggestions our customers make, the better the My Wealth Cloud Services become. If the Customer sends us any feedback or suggestions regarding the My Wealth Cloud Services, we may choose to use it and incorporate it into our product, so the Customer grants us (for itself and all of its Authorised Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to the Customer, any Authorised User or other Customer personnel.

Non-My Wealth Cloud Products

My Wealth Cloud Services include an API Library that third parties may use to develop applications and software that complement the Customer's use of the My Wealth Cloud Services (each, a "Non-My Wealth Cloud Product"). These are not our Services, so we do not warrant or support Non-My Wealth Cloud Products, and, ultimately, the Customer (and not us) will decide whether or not to enable them. Any use of a Non-My Wealth Cloud Product is solely between the Customer and the applicable third-party provider.

If a Non-My Wealth Cloud Product is enabled for a Customer, please be mindful of any Customer Data that will be shared with the third-party provider and the purposes for which the provider requires access. We will not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-My Wealth Cloud Product.

Privacy Policy

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of the Document Portal, our websites and products.

Customer and Authorised Users

Use of the My Wealth Cloud Services

The Customer must comply with the Contract and ensure that its Authorised Users comply with the Contract and the My Wealth Cloud User Terms. We may review conduct for compliance purposes, but we have no obligation to do so. We aren't responsible for the content of any Customer Data or the way the Customer or its Authorised Users choose to use the My Wealth Cloud Services to store or process any Customer Data. My Wealth Cloud Services are predominantly cloud based and therefore the functional performance is dependent upon the quality and suitability of your internet connections.

Acceptable Use Policy

The usage of My Wealth Cloud services by the Customer and its Authorised Users is subject to our Acceptable Use Policy (<https://www.thedocumentportal.co.uk/acceptable-use-policy/>). Any violation of this policy will be considered a breach of the Contract and the Contract may then be subject to termination (see below).

Our Removal Rights

If we believe that there is a violation of the Contract that can simply be remedied by the Customer's removal of certain Customer Data or the Customer's disabling of a Non-My Wealth Cloud Product, we will, in most cases, ask the Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if the Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the My Wealth Cloud Services, Authorised Users, or any third parties.

User Terms of Service

Each Authorised User must agree to the My Wealth Cloud User Terms prior to using the My Wealth Cloud Services (See appendix 1). The Customer must either use or include the content of the My Wealth Cloud User Terms in the Customer's End User Terms in the contract between the Customer and its client.

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Subscriptions for the My Wealth Cloud Services commence when we make them available to the Customer and continue for the term specified in the Order Form, as applicable.

Branding

When branding or white-labelling the My Wealth Cloud Services, the Customer shall conduct their own due diligence to ensure they are not in breach of any laws, including, but not limited to, Intellectual Property, Copyright infringements, Patents, Trademarks or Licensing. We will not be responsible for any damages, losses, costs or expenses or liability to the Customer, Authorised Users, or anyone else, if such laws are breached and the Customer agreed to fully and effectively indemnify us in respect of all or any such liability.

Payment Obligations

All fees must be paid in accordance with the due date on our invoices. Payment obligations under the Contract are non-cancellable and fees paid are non-refundable. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). The Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income.

We reserve the right to change our prices at any time; however, if we have agreed an Initial Subscription of a specific duration and Fee for your use of the My Wealth Cloud Service, we agree that the Fee will remain in force for that duration. After the Initial Subscription ends, your use of the My Wealth Cloud Service will be charged at the current applicable Fee(s). If you don't agree to these changes, you must stop using the My Wealth Cloud Services in accordance with the Auto-Renewal section of these Terms of Service.

In event of Non-Payment

If any fees owed to us by the Customer (excluding amounts disputed reasonably and in good faith) are thirty (30) days or more overdue, we may, without limiting our other rights and remedies, suspend the My Wealth Cloud Services until those amounts are paid in full, so long as we have given the Customer ten (10) or more days' prior notice that its account is overdue. Notwithstanding the second paragraph of the "Providing the My Wealth Cloud Services" section below, Customer acknowledges and agrees that a suspension will result in a loss of features and functionality and potential loss of access to Customer Data.

Our Responsibilities

Providing the My Wealth Cloud Services

The Customer isn't the only one with responsibilities; we have some, too. We will (a) make the My Wealth Cloud Services available to the Customer and its Authorised Users as described in this Contract (see below); and (b) not use or process Customer Data for any purpose except in accordance with the Customer's Documented Instructions; provided, however, that includes use of the My Wealth Cloud Services by Authorised Users and any processing related to such use or otherwise necessary for the performance of the Contract.

Be assured that subject to the "Non-My Wealth Cloud Products" section, we will not materially decrease the functionality of our Services during a subscription term unless explicitly instructed by

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the Customer. For any breach of a warranty in this section, the Customer's exclusive remedies are those described in the sections titled "Termination for Cause" and "Effect of Termination".

Keeping the My Wealth Cloud Services Available

We will use commercially reasonable efforts to make the My Wealth Cloud Services available 24 hours a day, 7 days a week, excluding planned downtime and essential maintenance. We expect planned downtime to be infrequent but will endeavour to provide Customer with advance notice (e.g., through the My Wealth Cloud Services or by email), if we think it may exceed thirty (30) continuous minutes.

Protecting Customer Data

The protection of Customer Data is very important to us so we will use reasonable endeavours to maintain administrative, physical, and technical safeguards at a level not materially less protective than as described in our Information Security Policy and Security Strategy. Those safeguards will include measures for preventing unauthorised access, use, modification, deletion and disclosure of Customer Data by our personnel. Before sharing Customer Data with any of our third-party service providers, we will ensure that the third party maintains, at a minimum, the same standard and controls regarding security as are incumbent on us and has entered into a sub-processing agreement with us which includes the same provisions as these Terms of Service so far as Customer Data is concerned. The Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in the Customer's or its representatives' or agents' possession or control or when the Customer chooses to use unencrypted gateways (e.g., IRC/XMPP clients) to connect to the My Wealth Cloud Services. We are not responsible for what Customer's Authorised Users or Non-My Wealth Cloud Products do with Customer Data. That is Customer's responsibility.

Data protection

We agree that for the purposes of the GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other relevant data protection legislation, as the same may be amended, modified, updated or replaced from time to time (together the "**Data Protection Legislation**"), the Customer shall be the data controller and we shall be the data processor in respect of the processing of Personal Data or Protected Data (as defined in the Data Protection Legislation) of the End User.

Our Obligations as Data Processor

We warrant that, to the extent we process any Customer Data on the Customer's behalf and unless otherwise required by law:

- Save as provided below, we shall take steps to ensure each person acting under our authority shall act only on and in accordance with Documented Instructions from the Customer as set out in the Order Form and shall comply with any lawful data protection policies or information security measures of the Customer notified to us;
- we shall procure that any of our sub-processors shall take reasonable precautions (having regard to the nature of our other obligations under this agreement as well as our or your obligations under the Data Protection Legislation) to preserve the integrity of any Customer Data and against accidental loss or destruction of, or corruption of or damage to, Customer Data;

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- we shall agree a back-up procedure and shall make a back-up copy of all the Customer Data we receive on a frequency of at least once every 24 hours, record the copy on media from which data can be re-loaded in the event of any corruption or loss and in such event caused by our negligence or the negligence of our sub-processors, the Customer may, in addition to any other remedies it may have under this agreement, elect to require us to restore such data (at no additional charge)
- we will inform the Customer if we are required by law to process the Customer Data other than in accordance with the Documented Instructions (unless we are prohibited by law from doing so on the grounds of public interest) or if, in our opinion such processing infringes the Data Legislation, in which case we shall have no liability to the Customer howsoever arising (whether in contract, tort, including negligence, or otherwise) for any losses, costs, expenses or liabilities (including any penalties under the Data Protection Legislation) arising from or in connection with the Documented Instructions;
- we shall report as soon as reasonably practicable to the Customer all identified data breaches of which we become aware by unauthorised persons either to gain access to or to interfere with any Customer Data;
- we will inform the Customer if normal processing or the archiving/backup process involves Customer Data being stored or processed outside the EEA and ensure that any export is in accordance with the Data Protection Principles in the Data Protection Legislation; and
- we will comply as a data processor of the Customer Data with the obligations required to be imposed by the Customer as the data controller of the Customer Data under Paragraph 3 of Article 28 of the GDPR. In this regard:

1) The processing activity detailed in the “**Documented Instructions**” appended to the Order Form may be performed by us in relation to this agreement.

Our approved sub-processors:

2) shall:

- process the Customer Data only on Documented Instructions from the Customer which includes the processing of the Customer Data as necessary to deliver the My Wealth Cloud Services, including with regard to transfers of Customer Data to a country outside the EEA or an international organisation, unless required to do so by Union or Member State law to which the data processor is subject; in such a case, we shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ensure that persons authorised to process the Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- take all measures required pursuant to Article 32 of the GDPR;
- respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor;
- considering the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR considering the nature of processing and the information available to us;

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- at the choice of the Customer, delete or return all the Customer Data to the Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Customer Data; and
- make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this provision and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer subject to such auditor having entered into a confidentiality agreement with the Customer; provided that we shall immediately inform the Customer if, in our opinion, an instruction infringes the Data Protection Act 2018, GDPR or other Union or Member State data protection provisions.

Your Obligations as Data Controller

- the Customer shall comply with all Data Protection Legislation in connection with the processing of the Personal Data and the performance of this agreement;
- the Customer shall not unreasonably withhold, delay or condition its agreement to any change requested by My Wealth Cloud to ensure compliance with the Data Protection Legislation;
- the Customer warrants that the Personal Data has been collected, stored and processed by the Customer in accordance with the Data Protection Legislation (including the Customer providing all the required fair processing information to, and obtaining all necessary consents from, its clients or employees) prior to being provided to or accessed by My Wealth Cloud for the purposes of this agreement;
- the Customer warrants that all Processing Instructions shall always be in accordance with the Data Protection Legislation;
- the Customer warrants that it has undertaken due diligence in relation to the manner of processing by My Wealth Cloud and is satisfied that:
 - such processing operations are suitable for the business purposes of the Customer and use by its End Users;
 - My Wealth Cloud has sufficient expertise, reliability and resources to implement the technical and organisational measures that meet the requirements of the Data Protection Legislation.

Cross-border transfers of data

- We do not normally transfer or otherwise process Personal Data outside of the UK, or the European Economic Area (EEA).
- Where it is considered necessary, My Wealth Cloud reserves the right to process, or permit the processing, of Personal Data outside the UK & EEA under the following conditions:
 - we are processing Personal Data in a territory which is subject to a current finding by the Information Commissioners Office (ICO) or European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or
 - we participate in a valid cross-border transfer mechanism under the Data Protection Legislation, so that we (and, where appropriate, you) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protection

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Regulation. The Data Processor must identify in [WHERE] the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and the Data Processor must immediately inform the Data Controller of any change to that status; or

- the transfer otherwise complies with the Data Protection Legislation for the reasons set out in the Order Form.
- If any Customer Data transfer between us and you requires execution of the Standard Contractual Clauses (SCC) for the transfer of Personal Data from the UK & European Union to processors established in third countries (controller-to-processor transfers) as set out in the Annex to Commission Decision 2010/87/EU, in order to comply with the Data Protection Legislation (where you are the entity exporting Personal Data to us outside the UK or EEA), the parties will complete all relevant details in, and execute, the SCC available on the ICO website both at the time of this agreement or as amended by the European Commission from time to time and take all other necessary actions required to legitimise the transfer.
- If you consent to the appointment by us (while located within the UK or EEA) of a sub-processor located outside the UK or EEA, then the Customer authorises My Wealth Cloud to enter into SCC with the sub-processor in the Customer's name and on its behalf. We will make the executed SCC available to you on request.

The My Wealth Cloud Extended Family

We may use our employees, those of our corporate affiliates and third-party contractors (the "My Wealth Cloud Extended Family") in exercising our rights and performing our obligations under the Contract. We will be responsible for the My Wealth Cloud Extended Family's compliance with our obligations under the Contract.

You agree that we can appoint sub-processors that meet the same security standards and controls without prior written consent. Where such appointments are required we shall inform you of the intended changes affording you the opportunity to object.

Ownership and Proprietary Rights

What's Yours is Yours...

As between us on the one hand, and the Customer and any Authorised Users on the other, the Customer will be the data controller of all Customer Data. Subject to the terms and conditions of the Contract, the Customer (for itself and all of its Authorised Users) grants us and the My Wealth Cloud Extended Family a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, and any Non-My Wealth Cloud Products created by or for the Customer, only as reasonably necessary (a) to provide, maintain and improve the My Wealth Cloud Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted in writing by the Customer. The Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorised Users as may be necessary to grant this license.

And What's Ours is Ours

We own and will continue to own the My Wealth Cloud Services, including all related intellectual property rights. We may make software components available, via app stores or other channels, as part of the My Wealth Cloud Services. We grant to the Customer a non-sublicensable, non-

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transferable, non-exclusive, limited license for the Customer and its Authorised Users to use the published code version of these components, but solely as necessary to use the My Wealth Cloud Services and in accordance with the Contract and the My Wealth Cloud User Terms. All of our rights not expressly granted by this license are hereby retained.

Term and Termination

Contract Term

The Contract shall commence on the Effective Date shown and continue for any Initial Subscription Term until terminated by either the Customer or us in accordance with these Terms of Service. Thereafter, the subscription shall auto-renew after 3 months on a monthly basis unless otherwise stated on the Order Form.

Subscription

A Subscription allows an Authorised User access to the My Wealth Cloud Services. Subscriptions commence from the Launch Date.

Auto-Renewal

Subscriptions shall auto-renew after 12 months on a monthly basis unless stated differently on the Order Form, either party can give the other notice of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscriptions from automatically renewing.

Termination for Cause

We or the Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. The Customer is responsible for its Authorised Users, including for any breaches of this Contract caused by its Authorised Users. We may terminate the Contract immediately on notice to the Customer if we reasonably believe that the My Wealth Cloud Services are being used by the Customer or its Authorised Users in violation of applicable law.

Effect of Termination

Upon any termination for cause by the Customer, we will refund the Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, the Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve the Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

Data Portability and Deletion

During the term of a Contract, the Customer will be permitted to export or share certain Customer Data from the My Wealth Cloud Services; provided, however, that because we have different products with varying features and the Customer has different retention options, the Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the type of My Wealth Cloud Services in use and the data retention, sharing or other settings enabled. Following termination or expiration of a Contract, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control.

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Representations; Disclaimer of Warranties

The Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorised Users and their compliance with the terms of this Contract and the My Wealth Cloud User Terms.

Except as expressly provided for herein, the My Wealth Cloud services and all related components and information are provided on an “as is” and “as available” basis without any warranties of any kind, and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. Customer acknowledges that we do not warrant that the services will be uninterrupted, timely, secure, or error-free.

Limitation of Liability

In no event will the My Wealth Cloud extended family’s aggregate liability to the customer arising out of or related to this contract or the My Wealth Cloud user terms (whether in contract or tort or breach of statutory duty or breach of regulatory requirements) exceed the total amount paid by the customer hereunder in the twelve (12) months preceding the last event giving rise to liability.

In no event will any member of the My Wealth Cloud extended family have any liability to the customer or to any third party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or breach of statutory duty or similar in other jurisdictions, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by applicable law.

The Customer is responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of your Authorised Users. We will not be responsible for any damages, losses, costs or expenses or liability to The Customer, Authorised Users, or anyone else, if such information is not kept confidential by the Customer or its Authorised Users, or if such information is correctly provided by an unauthorised third-party logging into and accessing the My Wealth Cloud Services and the Customer agreed to fully and effectively indemnify us in respect of all or any such liability.

The limitations under this “Limitation of Liability” section apply, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this “Limitation of Liability” section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract and the pricing for the My Wealth Cloud Services.

Confidentiality

Confidential Information

Each party (“Disclosing Party”) may disclose “Confidential Information” to the other party (“Receiving Party”) in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all Order Forms, as well as non-public business, product, technology and

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marketing information. Confidential Information of the Customer includes Customer Data. If something is labelled “Confidential,” that’s a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

Protection and Use of Confidential Information

The Receiving Party will (a) take at least reasonable measures to prevent the unauthorised disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

Compelled Access or Disclosure

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party’s Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

Survival

The sections titled “Feedback is Welcome,” “Non-My Wealth Cloud Products,” “Our Removal Rights,” “Payment Terms,” “The My Wealth Cloud Extended Family,” “What’s Yours is Yours ...,” “And What’s Ours is Ours,” “Effect of Termination,” “Data Portability and Deletion,” “Representations; Disclaimer of Warranties,” “Limitation of Liability,” “Confidentiality” and “Survival,” as well as all of the provisions under the general heading “General Provisions,” will survive any termination or expiration of the Contract.

General Provisions

Publicity

The Customer grants us the right to use The Customer’s company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to The Customer’s standard trademark usage guidelines as provided to us from time-to-time. We don’t want to list customers who don’t want to be listed, so The Customer may send us an email to info@docportal.co.uk stating that it does not wish to be used as a reference.

Force Majeure

Neither us nor The Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

Relationship of the Parties; No Third-Party Beneficiaries

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to the Contract.

Email and My Wealth Cloud Messages

Except as otherwise set forth herein, all notices under the Contract will be by email, although we may instead choose to provide notice to Customer through the My Wealth Cloud Services (e.g., the platform and/or website). Notices to My Wealth Cloud will be sent to info@docportal.co.uk, such as notices of termination or an indemnifiable claim. Notices will be deemed to have been duly given (a) in the case of notices through email, the day after it is sent and (b) the same day, in the case of notices through My Wealth Cloud Services.

Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.

Severability

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in effect.

Assignment

Except with respect to the My Wealth Cloud Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all its assets. The Customer will keep its billing and contact information current always by notifying My Wealth Cloud of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by The Customer, we will refund The Customer any prepaid fees covering the remainder of the term of the Contract after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

MWC-LEG-001 / V3.1 November 2022
Confidential

My Wealth Cloud Ltd

Registered Office: 55 Station Road, Beaconsfield, Bucks, HP9 1QL

Company Reg: 07562559

Governing Law

This Agreement shall be subject to the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

Entire Agreement

The Contract, including these Terms of Service and the Order Form, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. However, to the extent of any conflict or inconsistency between the provisions in these Terms of Service and any other references herein, the following order of precedence will apply: (1) the terms of any Order Form, (2) the Terms of Service and (3) finally any other documents or pages referenced in the Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.

Modifications

We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements or changes made to the My Wealth Cloud Services.

If an update affects your use of the My Wealth Cloud Services or your legal rights as a user of the My Wealth Cloud Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via the Document Portal itself. These updated Terms will be effective no earlier than 30 days from when we notify you.

If you don't agree to the updates we make, please cease usage of the My Wealth Cloud Services. By continuing to use or access the My Wealth Cloud Services after the updates come into effect, you agree to be bound by the revised Terms.

Changes to our Terms of Service

All changes made to these Terms in the future will be posted on the My Wealth Cloud website (<https://www.thedocumentportal.co.uk/legal/>). Therefore, we advise you to revisit the My Wealth Cloud website regularly.

Contacting My Wealth Cloud

Please also feel free to contact us if you have any questions about My Wealth Cloud's Customer Terms of Service. You may contact us at info@docportal.co.uk

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