

GAIN TAX TERMS OF USE

These **Terms of Use**, together with any other terms agreed to between the Parties regarding payment and service provision, form the **Licence Agreement** (or the **Agreement**) that is made on the Effective Date between the Parties:

1. GLOBE AI NEURAL TAX LTD, a company incorporated in England and Wales with registered number 16363484 whose registered office is at 128 City Road, London, EC1V 2NX, England (the **Provider**); and
2. The **User** (or **you**);

which sets out the terms under which the User is granted a licence by the Provider to use the Provider's Software. Users must only use the Software in accordance with these Terms of Use. By indicating acceptance of these Terms of Use in order to access or use the Software, the User enters into the Agreement and accepts all of these Terms of Use and must always abide by them when using the Software or the Software's output. If you do not agree with these Terms of Use, you must not use the Software.

Definitions

3. In this Agreement, the following words are defined:

Business Customer	An entity or individual purchasing or using the Software for purposes relating to their trade, business, craft, or profession;
Confidential Information	in relation to any party, any information (whether or not stated to be confidential or marked as such) that is disclosed by that party to a second party, or which that second party obtains from any information disclosed to it by the first party, either orally or in writing or by any other means;
Consumer	an individual purchasing or using the Software as an individual for purposes that are wholly or mainly outside of their trade, business, craft, or profession;
Effective Date	the date on which the User indicates their acceptance of these Terms of Use and of the terms of the Agreement;
Free Version of the Software	the iteration of the Software that users may access without paying any fees and without committing to any future payments of fees;
Intellectual Property Rights	any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database rights, topography rights, rights in get-up, rights in goodwill or to sue for passing off, and any other rights of a similar nature, or other industrial or intellectual property rights owned or used by the relevant party in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future;
Paid Version of the Software	the iteration of the Software that a User is granted access to in exchange for payment of a specified Fee;
Parties	the Provider and the User; either of which may be referred to singularly within this Agreement as a 'Party';

Recurring Subscription Period	a period of time (e.g. one month or one week) for which Fees are paid by the User in exchange for use of the Software during that period, which the User agrees to subscribe to on an ongoing basis until renewal is cancelled in accordance with the Agreement;
Software	the software product, constituting the underlying artificial intelligence (AI) model(s) and other code, the user-facing tool built on this, and any supplementary software, technical infrastructure, or content (e.g. apps, instructive content, or supplementary programmes), that the User is granted access to by the Provider as the provision of services to the User by the Provider; which includes the Free Version of the Software and the Paid Version of the Software;
UK Data Protection Laws	all UK laws relevant to the regulation of the processing of individuals' personal data (as defined in the UK General Data Protection Regulation (i.e. 'UK GDPR' or the retained Regulation (EU) 2016 /679 of the European Parliament and of the Council)), particularly the UK GDPR and the Data Protection Act 2018;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

Grant of Licence

4. Subject to these Terms of Use and all other terms comprising the Licence Agreement, the Provider grants the User a limited, revocable, non-exclusive, non-sublicensable, and non-transferable licence for the duration of the Term to use the Software in accordance with these Terms of Use (the **Licence**).
5. This Software is intended exclusively for use by Business Customers. Consumers are not permitted to register for or use the Software unless explicitly authorised in writing by the Provider.
6. To access the Software under the Licence, the Provider will require the User to register for an account by providing certain information (e.g. an email address, name, and password).
7. The User acknowledges that they are not granted any ownership of the Software or any proprietary rights in the Software (including Intellectual Property Rights) and, as such, the User does not have permission to alter, reproduce, sell, disassemble, edit, rebrand, distribute, lend, hire, or sub-license the Software or any component part of the Software, or otherwise use the Software in a manner only consistent with ownership of the Software.

Term and Termination of Use of the Paid Version of the Software

8. The clauses within this section (i.e. the section headed "Term and Termination of Use of the Paid Version of the Software") only apply to an Agreement for the use of the Paid Version of the Software.
9. The **Term** of the User's Licence begins on the Effective Date and shall continue for the duration of time agreed to separately in writing between the parties upon entering into the Agreement (whether comprised of a single fixed term or of multiple Recurring Subscription Periods), unless the Agreement is terminated before the end of the Term, in which case the Licence will end immediately on termination.
10. The Agreement may be terminated before the expiry of the Term:
 - a. By the Provider giving the User 30 Working Days' prior written notice of their intention to terminate the Agreement for a legitimate reason (e.g. because they are to cease providing the Software); or
 - b. Immediately, by the Provider giving the User written notice of their intention to terminate the Agreement, if:
 - i. The User breaches any of these Terms of Use; or
 - ii. The Provider deems that termination is necessary to allow the Provider to comply with any applicable laws;
 or

- c. By the User giving the Provider written notice of their intention to terminate the Agreement (or by the User's following other termination procedures provided by the Provider, e.g. by following an online question flow), in which case the Agreement will be terminated:
 - i. In the case of a Recurring Subscription Period, at the end of the Recurring Subscription Period within which notice of termination was given; or
 - ii. Otherwise, immediately.

Term and Termination of Use of the Free Version of the Software

- 11. The clauses within this section (i.e. the section headed "Term and Termination of Use of the Free Version of the Software") only apply to an Agreement for the use of the Free Version of the Software.
- 12. The **Term** of the User's Licence begins on the Effective Date and shall continue until the Agreement is terminated by either Party.
- 13. The User may immediately terminate the Agreement by cancelling their account (either by emailing the Provider requesting that their account be cancelled or by following alternative instructions for such provided by the Provider).
- 14. The Provider may immediately terminate the Agreement by providing written notice to the User of their intention to end the User's Licence to use the Software.

Effect of Termination

- 15. When the Agreement is terminated or expires, the User's Licence to use the Software and the Provider's obligation to provide the Software will end.
- 16. If the Agreement is terminated by the User, the User is not entitled to receive a refund for any fees already paid before the date of termination unless:
 - a. A specific refund is agreed to between the Parties before termination (in which case the User will only be entitled to the refund agreed to); or
 - b. The termination was due to one of the following situations (in which case pre-paid fees will be refunded to the User on a pro rata basis in relation to the amount of the relevant pay period that remains after termination):
 - i. The Provider breached a term of the Agreement;
 - ii. The Provider stopped supplying the Software;
 - iii. The Provider terminated the Agreement before the end of the User's Term for reasons other than:
 - 1. The User's breach of the Terms of Use; or
 - 2. The Provider's deeming that termination is necessary to allow the Provider to comply with any applicable laws; or
 - iv. The Provider changed the Software in a major way that made the Software an essentially different product; or
 - v. The User was unwilling to accept a significant change to these Terms of Use.
- 17. The terms contained in the sections headed "Restrictions on Use", "Intellectual Property Rights", "Proprietary Rights to Data", and "Data Protection and Privacy", any other terms that by their nature must survive this Agreement, shall remain effective after termination or expiry of the Agreement. All other obligations between the Parties shall end at the time of termination.

Suspension of Use of the Software

18. In the case of a User paying to use the Software on the basis of Recurring Subscription Periods, if a payment is overdue by more than 30 days, the Provider reserves the right to suspend the User's access to the Software until payment is made in full.

Fees

19. In exchange for use of the Paid Version of the Software, the User agrees to pay the Provider the sum agreed to at the frequency agreed to and via the manner agreed to separately in writing when or before this Agreement is formed (e.g. on the Provider's website's sign up or subscription page) (i.e. the **Fees**).
20. The Provider reserves the right to, from time to time, change the Fees due in relation to Recurring Subscription Periods. Any such changes will be communicated to the User in writing, giving a reasonable period of notice. If the User does not terminate the Agreement before the new fees are implemented and the User continues to use the Software after this date, the User is deemed to have accepted the new Fees.
21. VAT is not applicable to the Fees, unless otherwise specified.
22. If the User has agreed to only access and only accesses the Free Version of the Software, they are not and will not be required to pay any fees to access the Software.

Restrictions on Use

23. To use the Software or to hold a Licence to use the Software, an individual must be aged 18-years-old or older and must be capable of entering into a legal contract for the use of the Software.
24. Except as allowed elsewhere in the Agreement, the User must not:
 - a. Alter, reproduce, sell, disassemble, edit, rebrand, distribute, lend, hire, or sub-license the Software or any right of use of the Software to any other parties;
 - b. Allow others to use the Software via the User's exclusive permitted access (e.g. using the User's email address and account);
 - c. Use the Software, its components, or its output in any way that may infringe the Intellectual Property Rights or any other proprietary rights of the Provider or of any third party;
 - d. Remove or alter any markings that indicate ownership of the Software or of its output, for example, trade mark or copyright symbols;
 - e. Input any parties' personal data or other private information into the Software, or use any of the Software's output that contains such, except in accordance with UK Data Protection Laws and with this Agreement;
 - f. Attempt to reverse engineer or otherwise access or use the Software or its components in order to set up or contribute to an endeavour that may compete with the Provider's Software, whether such an endeavour is commercial or not (e.g. by using aspects of the Software as part of the development of the User's own software product);
 - g. Use the Software to construct any kind of database or to conduct automated or systemic data scraping, data mining, data extraction, or similar data collection activities;
 - h. Negligently or intentionally input content into the Software that introduces any virus, worm, cancelbot, trojan horse, or other destructive or contaminating code or programme;
 - i. Attempt to damage, interfere with, slow, or otherwise alter the Software, its performance, or its integrity;
 - j. If the User is a Consumer, use the Software for any commercial purposes;
 - k. Rely on the Software's output as being factually accurate, up-to-date, or complete;

- l. Users must not represent or rely on the software's output as formal tax, legal, or financial advice. The software is intended solely as a tool to assist with professional tax research and should not replace independent judgment or consultation with a qualified advisor;
- m. Users must not use the software in violation of applicable tax laws or regulatory obligations;
- n. Users must not use the service to generate or disseminate misleading, fraudulent, or harmful content;
- o. Users must not use the software for purposes unrelated to professional tax research or education;
- p. Input information into the Software or use the Software in a manner that breaches any applicable laws, regulations, or other rules;
- q. Input information into the Software or use the Software in a manner that is defamatory, unlawful, immoral, tortuous, fraudulent, harmful, or deceptive; or
- r. Use the Software outside of the UK.

Warranties

- 25. The Provider warrants that the Software will be provided as a service with reasonable care and skill, as described, and in accordance with these Terms of Use and with any other specifications set out by the Provider and incorporated into the Agreement. If this clause is breached, the User may be entitled to correction of errors or a refund as the Provider considers appropriate.
- 26. Aside from the warranties in the clause above, the Provider does not provide any warranties regarding the quality, suitability for particular uses, or other aspects of the Software. In particular:
 - a. The Provider does not warrant that output produced by the Software is accurate, up-to-date, or complete, and content should not be relied on to provide advice or otherwise treated as factually correct;
 - b. The Provider does not warrant that the Software will always be available and is not responsible for any temporary unavailability (e.g. due to platform or network issues).
- 27. The Software is intended solely as a tool for professional tax research. The Provider does not warrant that the outputs generated by the Software are accurate, complete, or suitable for use in any particular circumstance. The User accepts full responsibility for verifying all outputs and acknowledges that the Software does not constitute or replace professional tax advice.
- 28. The User warrants that it has the right (via rights or interests in or rights to use) to input into the Software any data that it inputs into the Software. Further, the User warrants that any such data is not harmful, corrupted, unlawful, or otherwise in breach of the Agreement.
- 29. The User warrants that it has a right to use any personal data (as defined by the UK GDPR) that it inputs into the Software. Further, the User warrants that it has a lawful basis for any use made of this personal data in relation to the Software and that all processing of this data that it carries out in relation to the Software is in accordance with the lawful basis for processing and with UK Data Protection Laws generally.

Indemnities

- 30. The Provider shall indemnify the User against all losses, liabilities, costs, expenses, or damages, whether due to claims or action by third parties or otherwise, that the User directly or indirectly incurs arising out of or as a consequence of any breach of the Provider's Warranties set out above under the heading "Warranties".
- 31. The User shall indemnify the Provider against all losses, liabilities, costs, expenses, or damages, whether due to claims or action by third parties or otherwise, that the Provider directly or indirectly incurs arising out of or as a consequence of any breach of the User's Warranties set out above under the heading "Warranties".

32. The User shall indemnify the Provider against any reasonably foreseeable direct losses, damages, or reasonable expenses that the Provider incurs in relation to the User's breach of the Agreement, the User's infringement of any third party's rights, or the User's otherwise unlawful use of the Software.

Limitation of Liability

33. Nothing in this Agreement limits or excludes either Party's liability in any way for:
- a. Death or personal injury caused by its negligence;
 - b. Fraud or fraudulent misrepresentation; or
 - c. Any other losses that cannot be limited or excluded by applicable law.
34. **This clause applies to Consumers only:** except as set out in the first clause of this section (i.e. the section headed "Limitation of Liability") and in the sections headed "Warranties" and "Indemnities", the Provider is only liable to the User for loss or damage resulting from the Provider's negligence or the Provider's breach of the Agreement when such loss or damage is foreseeable (i.e. when both the User and the Provider knew at the time the Agreement was formed that this loss or damage may reasonably occur as a result of the Provider's conduct). The Provider is not liable for any unforeseeable loss or damage, any business damage or loss, any loss or damage not caused by the Provider's negligence or breach of the Agreement, or any loss or damage caused by the User's reliance on the output of the Software against these Terms of Use.
35. **This clause applies to Business Customers only:** except as set out in the first clause of this section (i.e. the section headed "Limitation of Liability") and in the sections headed "Warranties" and "Indemnities", the Provider shall not have any direct or indirect liability to the User, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement or in connection with the use or lack of use of the Software, for:
- a. Loss of profits, business, sales, revenue, opportunity, savings, or contracts;
 - b. Loss of use or corruption of software, data, or information, or damage to equipment;
 - c. Any harm to reputation or goodwill; or
 - d. Any indirect, special, incidental, or consequential loss.
36. **This clause applies to Business Customers only:** except as set out in the first clause of this section (i.e. the section headed "Limitation of Liability") and in the sections headed "Warranties" and "Indemnities", the total liability of the Provider for any losses experienced by the User in respect of any one event or series of connected events in relation to the Provider's conduct in relation to this Agreement shall not exceed the lower of the total aggregate of the payments made by the User to the Provider under this Agreement within the last 12 months or £1,000.00.
37. Particularly, except as set out elsewhere in these Terms of Use, note that the Provider is not responsible for issues that occur as a result of the User's use of the Software that may be due to the Software's use of AI, including but not limited to:
- a. Intellectual Property Right infringements occurring due to the User's use of the Software or their use of the output created by use of the Software;
 - b. Losses or inefficiencies incurred due to the provision of inaccurate, misleading, or non-specific information;
 - c. Breaches of UK Data Protection Laws occurring due to the User's use of the Software or their use of the output created by their use of the Software;
 - d. Breaches of equality laws or specific data protection laws related to decision making;
 - e. Breaches of advertising or marketing laws occurring due to the User's use of the Software or their use of the output created by their use of the Software;

- f. Breaches of defamation laws occurring due to the User's use of the Software or their use of the output created by their use of the Software;
- g. Breaches of any duty held by the User not to disclose another party's Confidential Information; or
- h. Losses incurred due to damage to technical infrastructure.

Intellectual Property Rights

- 38. The Provider retains all Intellectual Property Rights it owns in the Software and in aspects of the Provider's wider business, including but not limited to trade marks, copyrights, moral rights, patents, design rights, and data rights.
- 39. The User retains all Intellectual Property Rights it owns in any data or content that they input into the Software or otherwise use as part of their use of the Software.
- 40. The User owns any Intellectual Property Rights arising in, or that it registers in relation to, any original creations produced as output of the Software due to the User's use of the Software in accordance with the Agreement.
- 41. If the User inputs data or content in which the User holds Intellectual Property Rights into the Software, and consequent output of the Software contains elements of this data or content as well as data or content in which the Provider (or, in the case of Intellectual Property Rights that the Provider has permission to use, other parties) holds Intellectual Property Rights, all parties involved will retain ownership of their respective Intellectual Property Rights. This clause qualifies the clause on Intellectual Property Rights ownership immediately preceding this clause. The User is responsible for ensuring that it does not use any such Software output in a way that infringes on the Intellectual Property Rights of any other parties.
- 42. The User acknowledges that any outputs generated by the Software may reflect data patterns and not legal certainty, and that the User assumes sole responsibility for the use of such outputs.

Proprietary Rights to Data

- 43. The User retains all rights, interests, and titles held in any data that it inputs into the Software.
- 44. The User grants the Provider a royalty-free, worldwide, transferable, irrevocable, perpetual licence regarding any data that the User inputs into the Software, under which the Provider may use the data only when anonymised and aggregated with other users' data and only in order to improve the Software (e.g. by incorporating the data into the Software by using it to contribute to training the underlying AI model(s)).

Data Protection and Privacy

- 45. Both the User and the Provider commit to abiding by UK Data Protection Laws in relation to the Software and its development and use. The Provider commits to using any of the User's data that is provided to it only in accordance with UK Data Protection Laws and will not disclose this data to any third parties unless authorised to do so. For more information on how the Provider uses users' data, see the Provider's Website Privacy Policy, accessible here: <https://gaintax.co.uk/privacy-policy>.
- 46. The User is responsible for and maintains control over any personal data that it is the data controller of or that it is otherwise responsible for and authorised to use as input into the Software. The User (and not the Provider) is responsible for ensuring that processing of any such personal data using the Software is carried out in reliance on a lawful basis for processing and in accordance with UK Data Protection Laws. If such personal data is:
 - a. Included in output of the Software, it is the User's responsibility to ensure that use of this output does not infringe upon anybody's data protection rights.

- b. Used by the Provider to improve the Software under the licence granted to the Provider in the section headed “Proprietary Rights to Data”, the Provider will only use this data in an anonymised and aggregated manner, however, if personal data input by the User is used to improve the Software and is consequently included in an identifiable form in its output or in output from other programmes using the same underlying AI model(s), the User is responsible for any breaches of the relevant data subjects’ data protection rights.

Service Provision Information

- 47. The Provider reserves the right to make updates or changes to the Software as necessary to maintain, fix, or improve the Software.
- 48. The User is responsible for ensuring that they have adequate hardware and software to run the Software as intended. The Software has the following compatibility requirements:
 - a. Requires a stable internet connection, a modern web browser (such as Chrome, Firefox, Safari, or Edge), and a device with support for JavaScript, HTML5, CSS3.
- 49. Descriptions of the Software are available on the Provider’s website. Make sure that you read these before agreeing to the Terms of Use.
- 50. If the User is a Consumer, the User has a statutory right to cancel the Agreement (e.g. their purchase of access to the Software) within a period of 14 days from the date of purchase. However, by accepting these Terms of Use, the User expressly requests the Provider to grant the User immediate access to the Software following the acceptance of the Terms of Use and the User acknowledges that, in making such a request, they waive the right to cancel as described.
- 51. The Software has the following functionality:
 - a. AI-powered assistant for UK tax research.
- 52. Any complaints regarding the Software or the Provider’s provision of it will be dealt with by the Provider as follows:
 - a. If a User is unsatisfied with the Software or its functionality, they should contact the Provider at inokentii@gaintax.co.uk within 14 days of the issue arising so that we can investigate and work toward a resolution in good faith. The Provider aims to respond to all complaints within 5 business days and resolve them within 15 business days where feasible.
- 53. The Provider does not provide any after-sales services.
- 54. The Provider can be contacted via email at inokentii@gaintax.co.uk.

Circumstances Beyond the Control of Either Party (Force Majeure)

- 55. Neither Party shall be liable for any failure or delay in performing their obligations under this Agreement (e.g. provision of payment or of Software) where such failure or delay results from any cause that is beyond the reasonable control of that Party.
- 56. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or any other event that is beyond the control of the Party in question.
- 57. The Party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the circumstance upon the performance of its obligations.
- 58. The corresponding obligations of the other Party will be suspended to the same extent as those of the Party affected by the force majeure event.

59. If the delay continues for a period of 30 days, either Party may terminate the Agreement. Other termination methods, as set out above in the sections headed “Term and Termination of Use of the Paid Version of the Software” and “Term and Termination of Use of the Free Version of the Software” may, if applicable, be used to end the Agreement before such a 30-day period has elapsed.

General Terms

60. If the User is a Business Customer placing an order on behalf of a business, the User confirms that they have the necessary authority to place the relevant order for and on behalf of that business.
61. The Agreement contains the whole agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements, or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
62. Except as allowed above, neither Party may assign, transfer, sub-licence, or sub-contract to any third party the benefit and/or burden of the Agreement or of any of the rights under this Agreement without the prior written consent (not to be unreasonably withheld) of the other Party.
63. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both Parties, except that:
- a. Changes may be made by the Provider in accordance with other terms of these Terms of Use; and
 - b. Changes may be made by the Provider to these Terms of Use. The version of the Terms of Use that applies to a specific Agreement are those that are current on the Effective Date. Notification of any changes to the Terms of Use will be made in writing either in a manner that brings notice to the User’s attention before they next use the Software (e.g. via a pop-up on a login screen) or via direct communication with the User (e.g. by email). If changes are made to the Terms of Use, the User’s use of the Software after the changes are communicated and implemented is deemed to constitute their acceptance of the new Terms. If the User does not wish to accept the new Terms of Use, they can terminate the Agreement in accordance with the provisions above in the sections headed “Term and Termination of Use of the Paid Version of the Software” and “Term and Termination of Use of the Free Version of the Software”.
64. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
65. Unless otherwise agreed, no delay, act, or omission by a Party in exercising any right or remedy available in relation to this Agreement will be deemed a waiver of that, or any other, right or remedy.
66. If any court or competent authority finds that any provision or part of the Agreement is invalid, illegal, or unenforceable, that provision or part will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
67. Nothing in the Agreement will establish any employment relationship, partnership, or joint venture between the Parties, or mean that one Party becomes the agent of the other Party, nor does the Agreement authorise any Party to enter into any commitments for or on behalf of the other Party.
68. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by email to the email address provided in these Terms of Use (for notices sent to the Provider) or to the email provided by the User when the User registers their account used to access the Software (for notices sent to the User).

Governing Law and Jurisdiction

69. This Agreement will be governed by and interpreted according to the laws of England and Wales.
70. If the User is a Consumer who resides elsewhere in the UK, the User may also make use of any protections given to the User by the laws of the constituent country in which they reside. All disputes and claims arising under the

Agreement where the User is a Consumer (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

71. If the User is a Business Customer, all disputes and claims arising under the Agreement (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.