

Terms of Service

Last updated March 2026

1. Introduction

- 1.1. These are the terms of use for NayaOne's digital services, accessed via the website at <https://xxx.nayaone.com/> («**Site**») and the associated platform and mobile application (which taken together shall be referred to as the SaaS Platform).
- 1.2. The SaaS Platform is provided to Users by NayaOne Limited ("**NayaOne**" or ("**We**" / "**Our**" / "**Us**"), which is registered in England and Wales under company number 12117711 and has its registered office at Salisbury House, London Wall, London, England, EC2M 5QQ.
- 1.3. These terms and conditions form our legally binding agreement with the User in relation to your use of the SaaS Platform (the «**Terms**») and shall take precedence over any other contractual terms referring to or purporting to govern the SaaS Platform. If there is any conflict between the Terms and such other terms then these Terms shall prevail
- 1.4. The Terms also govern each User's engagement with each other whilst using the SaaS Platform and communicating with other Users. Insofar as it is indicated within, therefore, in accepting these Terms You are also entering into contractual obligations with other Users, which will be enforceable by one User against another.
- 1.5. Any reference to "**User**" or "**You**" / "**Your**" in these Terms includes the User and any person that uses the SaaS Platform on the User's behalf.
- 1.6. Please read these Terms carefully before using the SaaS Platform. By using the SaaS Platform, the User agrees to be bound by these Terms and agrees to comply with them, both as regards Your obligations to Us and towards other Users as indicated herein. If You do not agree to these Terms, You should not use the SaaS Platform.
- 1.7. We may revise these Terms at any time by amending this page. Please check this page from time to time for any changes, as they will be binding on You upon your first use of the SaaS Platform after the changes have been introduced. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions that are current and in effect will prevail (unless it is expressly stated otherwise). NayaOne will provide not less than 30 days' prior written notice to the Customer's designated contract owner of any material changes to these Terms. Material changes include, without limitation, any change to: liability provisions, data handling rights, intellectual property ownership, or termination rights. Continued use of the SaaS Platform after expiry of the notice period will constitute acceptance. For changes required immediately by law or regulation, NayaOne will provide notice as soon as reasonably practicable and the change will take effect from the date required by law.
- 1.8. For the avoidance of doubt, it is acknowledged and agreed that the provision of:
 - 1.8.1. any Professional Services by NayaOne to Customers; and
 - 1.8.2. any advisory and / or proof of concept services by NayaOne to Technology Suppliers,

Shall be governed by separate agreements between the relevant parties, subject always to clause 1.3 above.

2. Definitions

- 2.1. “Affiliate”** means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
- 2.2. “Confidential Information”** means all information supplied by or on behalf of the Users to other Users, through the SaaS Platform or otherwise, which is marked 'confidential' or could reasonably be deemed confidential in relation to: the business, technical, financial, operational, administrative, economic information, know-how, trade secrets, software, market opportunities, clients, suppliers, plans or intentions of the Users (including, without limitation, the existence of any Project or the identities of the Users involved), work product and/or deliverables (whether completed or works in progress) produced in connection with any proof of concept, as well as any notes, analyses, reports, memoranda or other work product prepared by a User (including by either User's respective staff) containing the Confidential Information, provided always that Confidential Information shall not include information which:
- (a) was in the public domain at the time of disclosure or subsequently becomes publicly available (otherwise than as a result of a breach of these Terms);
 - (b) was lawfully in the possession of another User prior to disclosure by a User (as applicable) in connection with any Project (as can be demonstrated by that other User's written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to it being disclosed;
 - (c) subsequent to disclosure, becomes available to any User (as applicable, and as can be demonstrated by written records or other reasonable evidence) from a source other than the disclosing User or persons acting on behalf of that disclosing User; or
 - (d) any information which is developed by any User completely independently of the disclosing User or the information disclosed by such User.
- 2.3. “Customer”** means the financial services institution or partner to whom NayaOne provides Professional Services and associated access to the SaaS Platform;
- 2.4. “Data Protection Laws”** means the European Union Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Regulation 2016/679) (“**GDPR**”) to the extent the GDPR applies, the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time) (the “**UK GDPR**”), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and all other applicable laws and regulations relating to processing of personal data;
- 2.5. “Force Majeure Event”** means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disasters; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) 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 failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) interruption or failure of utility service, and (viii) any other factors or circumstances beyond that party's reasonable control;

- 2.6. **"Good Industry Practice"** means the degree of skill and diligence which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;
- 2.7. **"Governance and Security Policy"** means NayaOne's governance and security policy as the same may be updated from time to time, a copy of which will be provided to the Customer upon request;
- 2.8. **"Intellectual Property Rights"** means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:
 - 2.8.1. whether registered or not;
 - 2.8.2. including any applications to protect or register such rights;
 - 2.8.3. including all renewals and extensions of such rights or applications;
 - 2.8.4. whether vested, contingent or future; and
 - 2.8.5. wherever existing in the world.
- 2.9. **"Introduced Technology Supplier"** means a technology supplier whom the Customer introduces to NayaOne and whose products and/or services are not already available on the SaaS Platform;
- 2.10. **"Personal Data"** means as defined within the Data Protection Laws;
- 2.11. **"Professional Services"** means the professional services which NayaOne has agreed to provide to the Customer under an applicable statement of work and which may include any one of or all of (but not limited to) the following: (i) data staging; (ii) synthetic data generation; (iii) API onboarding; (iv) curate marketplace participants; (v) custom integration with customer's API portal; and (vi) innovation strategy consulting, as further described in any applicable Statement of Work;
- 2.12. **"Project"** means each Customer use of a Technology Solution pursuant to a separate contract between NayaOne and the Customer subject to and governed by these Terms;
- 2.13. **"SaaS Platform"** means the NayaOne digital transformation platform for financial services innovation which is hosted and maintained by NayaOne to enable institutions to engage their audience, convene industry partners, build and promote their product and innovation through open APIs, encourage collaboration and secure innovation, which NayaOne has agreed to make available to a User under any applicable Statement of Work and / or Vendor Agreement (as relevant) and which may include any one of or all platforms provided by NayaOne and shall include any Upgrade and/or Update thereto that NayaOne may implement from time to time in its sole discretion;
- 2.14. **"Technology Solution(s)"** means the products and services provided by each Technology Supplier that are made available to Customers (or other Users) for experimental use and testing via the SaaS Platform;

- 2.15. **“Technology Supplier(s)”** means the various regtech, insurtech, wealthtech and fintech, and technology companies whose products and services are made available to Customers (or other Users) for experimental use and testing via the SaaS Platform or any Affiliate, subsidiary, subprocessor, or third party acting on the Technology Supplier's behalf in delivering the Technology Solution;
- 2.16. **“User(s)” / “You” / “Your”** means any end user of the SaaS Platform, whether such User(s) is accessing the SaaS Platform for or on behalf of a Customer, Technology Supplier, Introduced Technology Supplier, or is otherwise using the SaaS Platform for or on behalf of any other third party (whether an individual or company or other corporate entity, and whether as an employee, contractor, or agent of the aforementioned parties);
- 2.17. **“User Data”** means all data (in any form and including all Personal Data) that is provided to NayaOne or uploaded or hosted on any part of the SaaS Platform by the User or any Affiliate;

3. **Other Applicable Terms**

- 3.1. These Terms incorporate our Privacy Policy and Cookie Policy which set out the terms on which We collect, process, share and store any Personal Data We collect from You, or that You provide to us. Our Cookie Policy sets out information about the cookies utilised on the SaaS Platform. We will only use your Personal Data as set out in our Privacy Policy and Cookie Policy.
- 3.2. Your access to and ongoing use of the SaaS Platform shall constitute Your acceptance of the Privacy Policy and Cookie Policy. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Personal Data when You use the SaaS Platform and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy and Cookie Policy carefully before using the SaaS Platform.

4. **Acknowledgement**

- 4.1. These Terms set out the rights and obligations of all Users regarding the use of the SaaS Platform. Your access to and ongoing use of the SaaS Platform shall constitute Your acceptance of these Terms.
- 4.2. These Terms set out the rights and obligations of the Users as an authorised representatives and having the authority to bind the User to these Terms.
- 4.3. In using the SaaS Platform, You represent that You are over the age of 18. NayaOne does not permit those under 18 to use the SaaS Platform.

5. **Provision of the SaaS Platform**

- 5.1. NayaOne warrants to the User that:
- 5.1.1. it will provide and maintain access to and satisfactory performance of the SaaS Platform in accordance with Good Industry Practice;
 - 5.1.2. the SaaS Platform will incorporate security features reflecting the requirements of Good Industry Practice and shall be provided in accordance with NayaOne’s Governance and Security Policy; and
 - 5.1.3. the User’s access to and use of the SaaS Platform (excluding Technology Solutions) will not infringe the Intellectual Property Rights of any third party .

- 5.2. NayaOne otherwise disclaims, to the fullest extent permitted by law, all express or implied representations, warranties, guarantees and conditions with regard to the SaaS Platform's security, functionality, merchantability, satisfactory quality and fitness for a particular purpose.
- 5.3. In particular (but not exclusively), NayaOne does not guarantee that use of the SaaS Platform will be error-free or uninterrupted, or that NayaOne will correct all errors in the SaaS Platform.
- 5.4. In this respect, the User acknowledges and accepts that the SaaS Platform may be inaccessible at times either due to planned outages or maintenance, network interruptions, third party service failures, or otherwise due to a Force Majeure Event. NayaOne shall have no liability or obligations in respect of such outages beyond:
 - 5.4.1. providing Users with written notice of any planned outages or maintenance; and
 - 5.4.2. providing Users with updates concerning the reinstatement of access to the SaaS Platform; and
 - 5.4.3. using commercially reasonable endeavours to reinstate the User's access to the SaaS Platform as soon as reasonably practicable; and
 - 5.4.4. any limitations or disruptions arising from factors beyond its reasonable control, including but not limited to third-party service failures or other unforeseen technical issues, but will use commercially reasonable endeavours to rectify such issues as soon as reasonably practicable, save for those occurring during planned maintenance or unscheduled maintenance.
- 5.5. Notwithstanding NayaOne's duties and responsibilities in relation to the provision of the SaaS Platform, the User shall retain responsibility and accountability for (and, to the fullest extent permitted by law, NayaOne shall have no liability in respect of):
 - 5.5.1. the management, conduct and operation of the User's business and its affairs;
 - 5.5.2. deciding on its use of, choosing to what extent the User wishes to rely on, or implementing any advice or recommendations received from NayaOne, whether in connection with the SaaS Platform or otherwise;
 - 5.5.3. making any decision affecting the SaaS Platform and/or the Technology Solutions, the Customer's interests, or the Customer's affairs;
 - 5.5.4. any Product listing within the SaaS Platform including without limitation the functionality, performance and compliance of any Product in any Projects conducted via the SaaS Platform;
- 5.6. In particular (but not exclusively), NayaOne shall not be liable for any failure to achieve or perform any obligations under these Terms, or otherwise for any claims relating to the SaaS Platform, where any error, omission, delay or other issue is caused directly or indirectly by:
 - 5.6.1. any acts, omissions, errors, or modifications by the User, in particular (but not limited to) where You use anything in a way outside of NayaOne's instructions or otherwise than as contemplated by these Terms; and

- 5.6.2. the use of the SaaS Platform with any incompatible third-party software, save where the use of such software has been expressly agreed to or acknowledged by NayaOne.
- 5.7. If the professional services do not conform with the terms of clause 5.1, NayaOne will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the User's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1.
- 5.8. NayaOne may monitor, collect, store and use information on the use and performance of the SaaS Platform (including User Data) to: (i) monitor any User's use of the SaaS Platform and its compliance with these Terms; (ii) detect threats or errors to the SaaS Platform and/or NayaOne's operations; and (iii) for the purposes of the further development and improvement of NayaOne's services, provided that such activities at all times comply with applicable laws and, in respect of any use of User Data or Confidential Information, NayaOne shall comply with clause 8.5.
- 5.9. NayaOne may use Generative AI as part of and/or in connection with the SaaS Platform. Where NayaOne does so, it shall comply with clause 5.3 but does not provide any warranties as to the content that Generative AI produces. NayaOne shall not be liable for any such content produced by the SaaS Platform or for Your use of AI generated content.

6. User's Responsibilities

- 6.1. The Terms noted at clauses 6.2 through to 6.4 shall, where appropriate and where any harm has been caused, be enforceable by one User against any other User(s).
- 6.2. The User shall (and shall ensure all its Affiliates shall):
 - 6.2.1. at all times comply with all applicable laws relating to the use of the SaaS Platform and otherwise use the SaaS Platform in accordance with these Terms;
 - 6.2.2. provide NayaOne with all necessary co-operation in relation to these Terms and access to such information as may be required by NayaOne in order to provide and maintain access to the SaaS Platform;
 - 6.2.3. comply with all applicable laws and regulations with respect to its activities under these Terms and its use of the SaaS Platform;
 - 6.2.4. carry out all other User obligations set out in these Terms in a timely and efficient manner;
 - 6.2.5. obtain and maintain all necessary licences, consents, and permissions necessary for NayaOne, its contractors and agents to perform their obligations under these Terms;
 - 6.2.6. ensure that any User Data that it provides and its network and systems comply with the relevant specifications provided by NayaOne from time to time;
 - 6.2.7. be, to the extent permitted by applicable law and except as otherwise expressly provided in these Terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the SaaS Platform and NayaOne's data centres, and all problems, conditions, delays, delivery failures and all other loss or

damage arising from or relating to the User's network connections or telecommunications links or caused by the internet; and

- 6.2.8. be responsible for ensuring that any user identification codes, passwords or any other piece of information used by You in connection with the SaaS Platform remains confidential, and shall otherwise use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS Platform. If You know or suspect of any authorised use of this information, you agree to notify Us immediately at support@nayaone.com. We will not be liable for any unauthorised use of Your account unless We have been at fault.
- 6.3. The User shall not (and shall ensure that its Affiliates shall not) knowingly or unknowingly access, store, distribute or transmit any viruses, or any material during the course of its use of the SaaS Platform that:
 - 6.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 6.3.2. infringes any rights of third parties;
 - 6.3.3. facilitates illegal activity;
 - 6.3.4. depicts sexually explicit images;
 - 6.3.5. promotes unlawful violence;
 - 6.3.6. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 6.3.7. is otherwise illegal or causes damage or injury to any person or property.
 - 6.4. The User shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms, both with respect to the SaaS Platform and the Intellectual Property Rights of any other User (collectively, the "**Protected Interests**");
 - 6.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Protected Interests in any form or media or by any means;
 - 6.4.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Protected Interests;
 - 6.4.3. access all or any part of the Protected Interests in order to build a product or service which competes with the Protected Interests;
 - 6.4.4. Other than as expressly permitted under these Terms and / or any other contract between NayaOne and the User and / or as separately agreed between Users:
 - 6.4.4.1. exploit or otherwise use the Protected Interests to provide services to third parties;
 - 6.4.4.2. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Protected Interests available to any third party; and
 - 6.4.4.3. attempt to obtain, or assist third parties in obtaining, access to the Protected Interests.

- 6.5. You must not misuse the SaaS Platform by knowingly or unknowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the SaaS Platform, the servers on which the SaaS Platform is stored or any server, computer or database connected to the SaaS Platform. You must not attack the SaaS Platform via a denial-of-service attack or a distributed denial-of-service attack.
- 6.6. A breach of clause 6.5 is a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing Your identity to them. In the event of such a breach, your right to use the SaaS Platform will cease immediately.
- 6.7. The User shall not, during the period in which these Terms are in force and for two years following their termination or expiry for any reason, whether directly or indirectly and whether alone or in conjunction with any other person:
- (a) commercialise and/or market to any third party any product or service that replicates or is substantially similar in function to the SaaS Platform in the field of vendor evaluation and technology assessment for financial services institutions; or
 - (b) use or apply, in the development or operation of any such product or service, any proprietary methodology, scoring framework, evaluation architecture, workflow design, or other know-how that the User has accessed or derived through its use of the SaaS Platform,

where, in either case, such product or service makes use of or is materially informed by any feedback or suggestions provided by the User under clause 8.1 or any learnings derived from the User's access to and use of the SaaS Platform.

The parties acknowledge that the restrictions in this clause 6.7 are reasonable and necessary to protect NayaOne's legitimate business interests, having regard to the proprietary nature of the SaaS Platform and the confidential know-how to which the User is granted access under these Terms. If any restriction in this clause is found by a court of competent jurisdiction to be unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining restrictions shall continue in full force.

7. Third Party Services

- 7.1. Although We make reasonable efforts to update the SaaS Platform and only offer existing available deals from third-party providers, We make no representations, warranties, or guarantees, whether express or implied, that the content is accurate, complete, or up-to-date.
- 7.2. In particular:
- 7.2.1. You acknowledge that We obtain such information from third parties and cannot, and do not, provide any representations, guarantees, and/or warranties as to quality, suitability for Your purposes or needs, compatibility, reliability, accuracy, completeness, timeliness or use of information provided to Us by any third party and/or that is accessed or obtained by You or otherwise through using the SaaS Platform.
 - 7.2.2. It is the User's responsibility to evaluate the quality, suitability, accuracy, completeness and reliability of any information provided by any third party, information accessed or obtained by You through using such third party's

services, and any information or content contained therein.

7.2.3. We are therefore not responsible for Your decision to engage with any such third party provider, sign up to any deal, or cancel any services.

7.3. We assume no responsibility for the content of websites linked on the SaaS Platform. Unless expressly stated, these websites are not under NayaOne's control and such links should not be interpreted as endorsements by Us. We will not be liable for any loss or damage that may arise from Your use of them.

8. Intellectual Property Rights and Use of Material

8.1. All Intellectual Property Rights in the SaaS Platform (including its source code), in any developments of or enhancements to the SaaS Platform, and in NayaOne's other products and services are, and shall remain, vested in NayaOne. For the avoidance of doubt, this includes all Intellectual Property Rights in any features or functionality developed by NayaOne in collaboration with the User, which shall vest in NayaOne upon creation. The User hereby grants NayaOne a perpetual, irrevocable, royalty-free, worldwide, exclusive licence to use, incorporate, and adapt any feedback or suggestions provided by the User or its representatives in respect of the SaaS Platform or NayaOne's other products and services, for the purposes of developing, improving, maintaining, and commercialising NayaOne's products and services in the field of vendor evaluation and technology assessment infrastructure for financial services institutions. For the avoidance of doubt, NayaOne's exercise of this licence shall not require any further consent from or payment to the User. NayaOne hereby grants each User a non-exclusive, non-transferable, revocable licence to use the SaaS Platform and NayaOne's Intellectual Property Rights therein solely to the extent necessary to perform the User's obligations and exercise the User's rights under these Terms.

8.2. In particular (but not exclusively), and other than as expressly permitted and envisaged under these Terms, You must not use any part of the content on the SaaS Platform for commercial purposes without Our permission. If you print off, copy or download any part of the SaaS Platform in breach of these Terms, Your right to use the SaaS Platform will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.

8.3. You shall also do, and execute or arrange for the doing and executing of, each necessary act, document and thing that We may consider necessary or desirable to perfect the right, title and interest of NayaOne in and to the Intellectual Property Rights in the SaaS Platform.

8.4. Subject to clause 8.4, all Intellectual Property Rights in and to the information (including User Data) that is contained and all other output generated by Your use of the SaaS Platform shall belong to and shall remain vested in the Customer relevant to that work as applicable, except where this has been explicitly agreed outside of this agreement by the User and the Customer. NayaOne assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights to the User.

8.5. NayaOne may: (i) compile statistical and other information related to the performance, operation and use of the SaaS Platform; and (ii) use data (including User Data and any Confidential Information) derived from the SaaS Platform in aggregated form, for security purposes or operations management, or in order to develop and enhance the products and/or services that NayaOne provides or create statistical

analyses or for the purposes of carrying out research (“**Platform Data**”). NayaOne may disclose, distribute, transfer or otherwise make available Platform Data provided always that Platform Data will not incorporate any User Data or Confidential Information which has not been anonymised. NayaOne retains all Intellectual Property rights in any Platform Data.

- 8.6. Except for the rights expressly granted in this Agreement, the User and any User Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the SaaS Platform or any services, products or other functionality incorporated within the Technology Solutions, and no Intellectual Property Rights of either NayaOne, the Customer, or of the Technology Suppliers are transferred or licensed as a result of these Terms, save as (i) is expressly necessary in order for any User to perform its obligations under these Terms, and / or (ii) as is otherwise separately expressly agreed between the Users by way of separate agreement.
- 8.7. The rights noted at clause 8.6 shall be enforceable by one User against any other.
- 8.8. The User grants to NayaOne the right to use the User’s company’s name and logo in NayaOne’s marketing, publicity materials, and client lists, solely to identify the User as a participant in the SaaS Platform, provided that such use is in accordance with the User’s company’s reasonable brand guidelines.
- 8.9. Each Technology Supplier, by making its Technology Solution available on the SaaS Platform, hereby grants to the Customer a non-exclusive, non-transferable, revocable licence to access and use that Technology Solution solely within the SaaS Platform and solely for the purposes of the relevant Project, on the terms set out in these Terms and any applicable Proof of Concept Agreement or Statement of Work. For the avoidance of doubt:
 - (a) the licence granted under this clause 8.8 is the entirety of the licence under which the Customer accesses and uses any Technology Solution through the SaaS Platform, and no additional or alternative licence terms, including any end user licence agreement, clickwrap, browsewrap, or other terms presented by or on behalf of the Technology Supplier, whether within the Technology Solution or otherwise, shall apply to or bind the Customer in respect of such access and use;
 - (b) the Customer's use of any Technology Solution through the SaaS Platform does not constitute acceptance of any terms of the Technology Supplier other than those expressly incorporated into the Proof of Concept Agreement or Statement of Work in accordance with these Terms; and
 - (c) any purported variation or supplement to the licence granted under this clause by way of terms presented by the Technology Supplier shall be of no effect unless expressly agreed in writing by NayaOne and the Customer.

9. **Liability**

- 9.1. Notwithstanding any other provision of these Terms, neither Our nor any User’s liability shall be limited in any way in respect of the following:
 - 9.1.1. death or personal injury caused by negligence;
 - 9.1.2. fraud or fraudulent misrepresentation; or
 - 9.1.3. any other liability which cannot be excluded or limited by applicable law.

- 9.2. Neither We nor any User shall be liable to any party (whether between Us and You or as between Users) whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
 - 9.2.1. loss of profit;
 - 9.2.2. loss of goodwill;
 - 9.2.3. loss of business;
 - 9.2.4. loss of anticipated savings;
 - 9.2.5. special, indirect or consequential loss, including but not limited to liquidated damages or penalty fees and / or charges; and/or
- 9.3. For the avoidance of doubt, NayaOne shall have no liability for any losses or damages arising out of or in connection with the User's use of, reliance upon, or access to the SaaS Platform or any related services. This includes, without limitation, any damages resulting from using the SaaS Platform or any services associated with the platform, and for any conclusions drawn from such use. This use includes but is not limited to: the results of technology, vendor, or third-party assessments, and any errors or omissions in the data found in the SaaS Platform or related services, nor any resulting actions taken based on this use and/or data, as well as any decisions, assessments, or actions derived from any outputs, information, evaluations, or conclusions generated through the SaaS Platform or related services, whether caused directly or indirectly. The SaaS Platform is provided as evaluation infrastructure. Nothing in the SaaS Platform or its outputs constitutes professional, legal, financial, or procurement advice. All decisions made on the basis of outputs remain the sole responsibility of the User.
- 9.4. Subject to clauses 9.1 - 9.3, NayaOne's total aggregate liability to any User howsoever arising under or in connection with these Terms and Your use of the SaaS Platform shall not exceed an amount equal to the charges paid or payable in the twelve (12) months prior by the User to NayaOne both in respect of the SaaS Platform and under the contract with the User which the event giving rise to the claim arose.
- 9.5. Subject to clauses 9.1 - 9.3, the User's total aggregate liability to NayaOne and / or any other User howsoever arising under or in connection with these Terms and Your use of the SaaS Platform shall not exceed an amount equal to the charges paid or payable by (as the case may be):
 - 9.5.1. the User to NayaOne both in respect of the SaaS Platform and under the contract with the User which the event giving rise to the claim arose; and
 - 9.5.2. the User to any other User in connection with any engagement or agreement either upon or arising from the SaaS Platform.
- 9.6. Except as expressly and specifically provided in these Terms:
 - 9.6.1. the Customer and the Technology Supplier shall be solely responsible to each other for their common usage of the SaaS Platform and any communications, agreements, or any other formal engagements between them arising out of the SaaS Platform. NayaOne shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to NayaOne by any User for use upon the SaaS Platform, or any actions taken by NayaOne at the User's direction; and

9.6.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.

9.7. Subject to the limitations noted within this clause 9, You agree to indemnify and hold harmless NayaOne and its Affiliates from any claims, damages, losses, or expenses which We directly incur arising out of Your use of the SaaS Platform or violation of these Terms.

10. INDEMNITY

10.1. The User from a Technology Supplier shall indemnify and hold harmless NayaOne against any claims, actions, losses, or costs (including court fees and reasonable legal expenses) arising from: (i) that Technology Supplier's use of the SaaS Platform in breach of these Terms; (ii) that Technology Supplier's Technology Solution(s), including any infringement of third-party Intellectual Property Rights; (iii) that Technology Supplier's failure to obtain or maintain the licences, consents, or permissions required under this Agreement, provided that (a) NayaOne is promptly notified of the claim; (b) NayaOne provides reasonable cooperation at the Technology Supplier's expense; and (c) the Technology Supplier has sole authority to defend or settle the claim.

10.2. The User from a Customer shall indemnify and hold harmless NayaOne against any claims, actions, losses, or costs (including court fees and reasonable legal expenses) arising from that Customer's use of the SaaS Platform in breach of these Terms, provided that (a) NayaOne is promptly notified of the claim; (b) NayaOne provides reasonable cooperation at the Customer's expense; and (c) the Customer has sole authority to defend or settle the claim.

10.3. Subject to the clause 9 NayaOne shall indemnify the User against any claims that the use of the Software infringes any UK intellectual property rights, provided that:

10.3.1. NayaOne is promptly notified of the claim;

10.3.2. the User does not admit liability or settle the claim and provides reasonable cooperation at NayaOne's expense; and

10.3.3. NayaOne has sole authority to defend or settle the claim.

11. Insurance

11.1. NayaOne shall take out and maintain adequate insurance coverage against all normal business risks including any loss, injury or damage in the performance of the SaaS Platform and against its liabilities under these Terms.

12. Introduction to Technology Suppliers

12.1. If the Customer introduces a Technology Supplier to NayaOne whose products and / or services are not already available on the SaaS Platform (an "**Introduced Technology Supplier**") and requests that NayaOne provides the Introduced Technology Supplier with access to the SaaS Platform in order for the Customer to access and use such Introduced Technology Supplier's products and / or services for a Project, the Customer agrees that NayaOne may request and enter into an agreement with the Introduced Technology Supplier in respect of the SaaS Platform, such that it can continue to offer its products and / or services to NayaOne's other customers.

13. Customer Engagement with Technology Suppliers

13.1. NayaOne and the Customer acknowledge and agree that:

- 13.1.1. the SaaS Platform facilitates the Customer's access to and use of any Technology Solutions made available to it on the SaaS Platform;
 - 13.1.2. the Technology Supplier or Introduced Technology Supplier is responsible for delivering the Technology Solution(s) and for dealing with any claims that the Customer may have or any other issue arising out of or in connection with the Customer's use of any Technology Solutions;
 - 13.1.3. the Customer's access to and use of any Technology Solutions shall be subject to it entering into and agreeing appropriate terms with the Technology Supplier or Introduced Technology Supplier, for clarity this is typically provided by the customer, as the case may be ("**Proof of Concept Agreement**"), where a Proof of Concept Agreement is entered into directly, such agreement shall be subject to and governed by these Terms in accordance with clause 14.1.2, and shall not expand the Customer's obligations beyond those set out in the relevant Statement of Work;
 - 13.1.4. NayaOne is not a party to the Proof of Concept Agreement and does not assume any responsibility or liability arising out of or in connection with such Proof of Concept Agreement; and
 - 13.1.5. NayaOne does not act as the agent of the Technology Supplier or Introduced Technology Supplier.
- 13.2. Where the Customer engages NayaOne to carry out services on its behalf with respect to any Technology Supplier, the Customer expressly acknowledges and agrees that:
- 13.2.1. NayaOne is acting solely in the capacity of an intermediary and accepts no liability of its own in respect of any such arrangement, other than:
 - 13.2.1.1. as noted at clause 13.2.2; and
 - 13.2.1.2. in respect of any liability which it is prohibited to exclude or restrict by law.
 - 13.2.2. the Customer remains solely and fully responsible for any underlying obligations which it owes the Technology Supplier, and shall indemnify and hold harmless NayaOne in full in respect of any liabilities arising out of those additional services (save where such liabilities are solely and directly caused by NayaOne's acts, errors or omissions);
 - 13.2.3. in particular, but not exclusively, the appointment of NayaOne as an intermediary shall not absolve the Customer of any of its legal or regulatory obligations or otherwise diminish or impact upon such obligations in any way; and
 - 13.2.4. the Customer shall provide all information and assistance NayaOne reasonably requires in order to provide such additional support or services.

14. Technology Suppliers Engagement with Customers

14.1. The User from a Technology Supplier:

- 14.1.1. shall promptly notify NayaOne and other relevant Users if the Company

suspends, discontinues or ceases to provide any Company Products;

- 14.1.2. agree that the terms under the Proof of Concept Agreement, Statements of Work directly between the Customer and Technology Supplier (where applicable) and this Terms of Service are the entirety of the agreement for the work for all users in the NayaOne platform, where the terms of this Agreement shall take precedence to the extent of the conflict or inconsistency;
- 14.1.3. agree that the Customer shall not be bound by any terms presented by the Technology Supplier, regardless of how or where presented, including within any technology, platform, interface, or access flow provided by the Technology Supplier, other than the Proof of Concept Agreement, these Terms, and any applicable Statements of Work (see 19.1);
- 14.1.4. shall provide NayaOne and other relevant Users with the information NayaOne and other relevant Users reasonably required to perform its duties under these terms;
- 14.1.5. shall remain solely responsible for its product and listing within the SaaS Platform including without limitation the functionality, performance and compliance of the Company Products in any Projects conducted via the SaaS Platform;
- 14.1.6. shall provision users on behalf of the Customer ahead of the Customer assessing the Technology Supplier's technology;
- 14.1.7. shall ensure that the User's products are accessible though the SaaS Platform at all times for the purpose of demonstrations. Such access shall include access for relevant Users participating in the assessing the Technology Supplier's technology; and
- 14.1.8. shall respond to Customers referred by NayaOne within five (5) Business Days;

15. **Linking to our Site**

- 15.1. The User may link to NayaOne's home page, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.
- 15.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists.
- 15.3. You must not establish a link to the SaaS Platform in any website that is not owned by You.
- 15.4. Our SaaS Platform must not be framed on any other website, nor may You create a link to any part of our SaaS Platform other than the home page.
- 15.5. We reserve the right to withdraw linking permission without notice.
- 15.6. The website to which You are linking must comply in all respects with any content standards we issue from time to time.
- 15.7. If You wish to make any use of content on the SaaS Platform other than that set out above, please contact us at support@nayaone.com.

16. Suspension and Termination

- 16.1. NayaOne may suspend access to the SaaS Platform to all or some Users (if applicable) if:
- 16.1.1. NayaOne suspects that there has been any misuse of the SaaS Platform or otherwise a breach of these Terms, including but not limited to a breach of one User's obligation to another hereunder; or
 - 16.1.2. We, in our sole discretion, believe we are required to do so by law.
- 16.2. We also have the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of these Terms, or if We think Your account has been compromised, or if You use the SaaS Platform in a way likely to cause harm to another User and / or their reputation.
- 16.3. Where the reason for the suspension is suspected misuse of the SaaS Platform (if applicable) or a breach of these Terms, without prejudice to its other rights under these Terms, NayaOne will take steps to investigate the issue and may restore or continue to suspend access at its discretion.

17. Confidentiality

- 17.1. No User shall, in any fashion, form, or manner, either directly or indirectly:
- 17.1.1. disclose or communicate to any party any other User's Confidential Information;
 - 17.1.2. duplicate any Confidential Information;
 - 17.1.3. a User may disclose any other User's Confidential Information:
 - 17.1.3.1. to its employees who need to know such information for the purposes of exercising that User's rights or carrying out its obligations under or in connection with these Terms. Every User shall ensure that its employees to whom it discloses the other User's Confidential Information comply with this clause; and
 - 17.1.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.2. No User shall use any other User's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

18. Statements of Work

- 18.1. In addition to this Agreement and a Proof of Concept Agreement (in clause 14), individual Statements of Work may be entered into by the Parties and such Statements of Work are governed by and subject to these Terms. In the event of inconsistency or conflict between these Terms and any Statement of Work, the terms of this Agreement shall take precedence to the extent of the conflict or inconsistency.

- 18.2. Statement of Work shall specify (as applicable) the scope and specification of the Project, any obligations of each Party additional to those set out in this Agreement and the charges relevant to each Statement of Work, note this is subject to 14.1.3.
- 18.3. Each Statement of Work unless otherwise agreed by the Parties shall constitute a separate contract under these Terms and any defined terms used in each Statement of Work shall have the same meaning as set out in these Terms.

19. Miscellaneous

- 19.1. If any provision or part-provision of these Terms is deemed unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.
- 19.2. If we do not exercise or enforce any legal right or remedy contained in these Terms (or which we benefit from under any applicable law), this will not be taken as a formal waiver of our rights, and those rights or remedies will still be available to us.
- 19.3. The rights and obligations of the User under these Terms may not be assigned and / or sub-contracted to any other third party without NayaOne's prior written consent.
- 19.4. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 19.5. However, if the User is a resident of Northern Ireland, You may also bring proceedings in Northern Ireland; and if You are resident of Scotland, You may also bring proceedings in Scotland.
- 19.6. To contact Us or to complain, please email support@nayaone.com, and We will aim to resolve your issue as soon as possible. We may communicate with You via Our website and via email, SMS or phone. Please understand that You will need internet access or phone service to receive these communications. All correspondence from NayaOne will be sent in English.