

Mobilize Terms of Service Suppliers

This document ('**Terms**') governs your access to and use of Mobilize, a cloud-based peer-to-peer software service operated from www.mobilize.liaisonsystems.com ('**Site**')

1. About us

Mobilize is owned and operated by Liaison Systems Limited ('**Liaison Systems**'/'**we**' or '**our**'), a company incorporated in England under company registration number: 06373241 and having its registered office address at 3rd Floor 21 Perrymount Road, Haywards Heath, England, RH16 3TP. Our principal trading address is at: Wayside, Park Lane, Long Hanborough, Oxfordshire OX29 8JU. Our VAT registration number is: 922 7948 94.

2. Acceptance of Terms

- 2.1. By registering your organisation as a user of Mobilize (whether on our Site or otherwise), you accept all of these Terms on its behalf.
- 2.2. By accessing Mobilize you personally agree to comply with Condition 8.1.

3. Interpretation

- 3.1. In this document:
 - 3.1.1. definitions in one part apply in all parts (unless stated otherwise);
 - 3.1.2. use in the singular of a term defined in the plural means any one of the persons, places or things defined;
 - 3.1.3. section headings have no effect on interpretation;
 - 3.1.4. a reference to one gender includes a reference to the other gender and the neuter;
 - 3.1.5. a reference to a 'Condition' is to a condition set out in these Terms;
 - 3.1.6. a reference to a '**person**' or '**persons**' includes a corporation or corporations; and
 - 3.1.7. a reference to '**you**' or '**your**' except in Conditions 2.1 and 2.2 is a reference to the relevant User.

4. Licence

- 4.1. **Categories of Users.** Users of Mobilize ('Users') are purchasers of goods and services who wish to use Mobilize to collect information from potential suppliers ('Supply Chain Owners') or potential suppliers who wish to use Mobilize to share information with Supply Chain Owners ('Suppliers').
- 4.2. **Suppliers.** Suppliers may use Mobilize in their capacity as Suppliers, in accordance with these Terms, via our Site on a non-exclusive, non-transferable basis, solely for their ordinary business purposes.
- 4.3. For the avoidance of doubt, no User shall be entitled to receive a copy of the Mobilize software in source code or executable format.

5. Scope of Service

- 5.1. **General.** Mobilize facilitates the qualification, evaluation, monitoring and assessment of Suppliers through the provision of configurable questionnaires and information sharing facilities. Mobilize does not provide actual assessment of the information submitted to the system and all such assessments remain the responsibility of the Supply Chain Owner.
- 5.2. **Suppliers.** Suppliers may use Mobilize to complete an initial competency review, where they have received an invitation from a Supply Chain Owner. Suppliers who have been admitted to a Supply Chain Owner's group of potential suppliers ('Potential Suppliers Group'), either by completing an initial competency review which has been accepted by a Supply Chain Owner or because they are subscribers to Samson who have been given the option to renew in Mobilize, may use the other features of the Service available to Suppliers from time to time, including:
 - 5.2.1. to complete full competency reviews issued to them by Supply Chain Owners; and
 - 5.2.2. to update competency reviews when renewing their subscription.
- 5.3. **Discretion of Supply Chain Owners.** Supply Chain Owners have an absolute discretion over who to admit to their Potential Suppliers Group and the decision of the Supply Chain Owner is final. No guarantee is given that a Potential Supplier will receive any requests to complete a full competency review once they have been admitted to a Potential Suppliers Group.

- 5.4. **Modifications to Mobilize.** Liaison Systems are free to update (or redevelop) Mobilize from time to time to add to or expand the functionality of the software or otherwise create efficiencies or advances in the operation of Mobilize.
- 5.5. **Compatibility.** No warranty is given that Mobilize is compatible with all file types or softwares. In particular, because Mobilize uses browser technology (e.g. Explorer, Safari, Google Chrome etc.) you need to ensure that you have the latest version of your preferred browser installed.
- 5.6. **Agent-Assisted Support.** Questions about competency reviews should be directed to the relevant Supply Chain Owner. Technical support is provided at our discretion. For audit purposes, all communications with Liaison Systems regarding support of Mobilize must be via support@liaisonsystems.com.
- 5.7. **AI-Assisted Support.** Liaison Systems may, at our discretion, provide AI-assisted tools within Mobilize to support users, assist in answering queries and improve efficiencies throughout the platform. Whilst reasonable efforts will be made to ensure that AI-generated responses and outputs are helpful and accurate, you acknowledge that such responses and outputs may contain errors and should not be relied upon as a substitute for appropriate professional judgement or independent verification. Requests submitted to our AI-assisted tools (**Input Data**):
- 5.7.1. Will be processed by Microsoft Azure OpenAI.
 - 5.7.2. Will not be used to train the underlying artificial intelligence model.
 - 5.7.3. Will not be shared with other users of Mobilize.
 - 5.7.4. May be stored (together with any associated outputs) temporarily but will not be added to Mobilize support logs.
 - 5.7.5. May be read by the AI model at a Microsoft datacentre outside the UK but will not be stored outside the UK.

We may collect meta data relating to Input Data such as timestamps and feature usage for the purpose of monitoring and improving our AI-assisted tools.

6. Access to Competency Information

- 6.1. **Sharing of Information.** Suppliers acknowledge that Liaison Systems may share any information and documents they upload to Mobilize with the Supply Chain Owner who made the request for competency information. Completed competency information will be available

to Supply Chain Owners for 12 months after submission. Older competency information is available to Supply Chain Owners via a support request whilst the competency information is retained by us. Competency information cannot be amended by Supply Chain Owners. It may be downloaded by Supply Chain Owners via our API as made available from time to time and may also be exported by Liaison Systems following a support request by a Supply Chain Owner.

6.2. **Initial Competency Reviews.** Competency information submitted as part of an initial competency review cannot be edited by the Supplier or the Supply Chain Owner.

6.3. **Full Competency Reviews.** Once submitted as part of a full competency review, all competency information will be locked and cannot be edited by the Supplier for the period of 12 months, from date of subscription, save that:

6.3.1. the Supplier will have the option to update insurance information which expires during the 12-month period; and

6.3.2. the Supplier may also update bank information in accordance with Liaison Systems' security protocol at any time (to initiate a change, a support request should be made to support@liaisonsystems.com or using the support link available in Mobilize).

A full competency review will expire after 12 months, at which time it will be reopened and can be resubmitted by the Supplier (subject to payment of a charge as specified in Condition 7.1).

7. Charges

7.1. **Supplier Fees.** Subject to Condition 7.2, a fee is payable by the Supplier to gain access to each initial competency review and a further fee is payable by the Supplier to gain access to each full competency review and on each occasion that a full competency review is to be reviewed and updated by the Supplier prior to resubmission. At the end of each 12-month period after submission of a competency review, Suppliers will receive notification via the email address associated with their account that their subscription is about to expire. If the Supplier does not wish to continue with the subscription for the next subscription period then they do not need to do anything. An auto reminder will be issued on the date of expiry and a final auto reminder notice will be issued 30 days after the expiry date.

7.2. **Licence Keys.** Supply Chain Owners may at their option purchase licence keys for distribution to their Suppliers which enable Suppliers to complete both initial and full competency reviews free of charge.

- 7.3. **Non-refundable Charges.** Subject to Condition 11.4, charges paid by Suppliers are non-refundable, including where the Supplier is not admitted to a Potential Suppliers Group or if, after being admitted to a Potential Supplier Group, is not chosen as a supplier by the Supply Chain Owner.
- 7.4. **Free Features.** Liaison Systems reserves the right to introduce charges for access to any features of Mobilize which are for the time being provided free of charge but will give not less than 3 months' notice before doing so.
- 7.5. **Method of Payment.** Users will pay and authorise Liaison Systems to charge via Worldpay (or a similar payment services provider) for all charges. Users are responsible for providing complete and accurate billing and contact information to Liaison Systems. Liaison Systems may suspend or terminate the service if the User raises a chargeback to Worldpay without prior authorisation by Liaison Systems via support@liaisonsystems.com.
- 7.6. **Taxes.** Liaison Systems will charge VAT when required to do so, which shall be payable in addition to our fees and charges.

8. **Acceptable Use and Account Security**

- 8.1. **Things you must not do.** You must not, and must not attempt to, access or use Mobilize to do the following things:
- 8.1.1. probe, scan, or test the vulnerability of our system or network;
 - 8.1.2. build a product or service which competes with Mobilize or assist others to do so;
 - 8.1.3. commercially exploit Mobilize or otherwise make Mobilize available to any third party external to your organisation;
 - 8.1.4. breach or otherwise circumvent any security or authentication measures;
 - 8.1.5. access, tamper with, or use non-public areas or shared areas within Mobilize or Liaison Systems' (or our service providers') computer systems;
 - 8.1.6. access or copy source code for Mobilize;
 - 8.1.7. interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of Mobilize;

- 8.1.8. plant malware or otherwise use Mobilize to distribute malware;
 - 8.1.9. access or search Mobilize by any means other than our publicly supported interfaces (for example, “scraping”);
 - 8.1.10. send unsolicited communications, promotions or advertisements, or spam;
 - 8.1.11. harass or abuse other users of Mobilize;
 - 8.1.12. send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”;
 - 8.1.13. upload or add any document or information that is fraudulent, misleading, or infringes another's rights;
 - 8.1.14. promote or advertise products or services other than your own without appropriate authorisation;
 - 8.1.15. impersonate or misrepresent your affiliation with any person or entity;
 - 8.1.16. publish or share materials that are pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred; or
 - 8.1.17. violate the law in any way, or violate the privacy of others or defame others.
- 8.2. **Monitoring.** We are under no duty to monitor content which is uploaded to Mobilize. If you have a concern about unacceptable use, please make us aware of the matter by sending an email to: support@liaisonsystems.com. We may, at our discretion and without prejudice to our other rights and remedies, take down any material from the Site which we consider to be in breach of Condition 8.1. We may also quarantine or prevent the uploading of files which our systems identify as being possible sources of malware.
- 8.3. **Account Security.** Users are responsible for any activity of their representatives using the User's account, whether or not they authorised that activity. Users should immediately notify Liaison Systems via support@liaisonsystems.com of any unauthorised use of an account.
- 8.4. **Updating User Access Information.** Users can change or update user access details at any time. This should be done before a person using a Mobilize account leaves the User's company or when a user account is assigned to someone else. Passwords should be updated regularly for security purposes.

9. Suspension

- 9.1. **Of Users' Accounts by Liaison Systems.** If a User (or any person(s) gaining access through the User): (i) violates these Terms; (ii) uses Mobilize in a manner resulting in excessive support requests; or (iii) uses Mobilize in a manner that Liaison Systems reasonably believes will cause it liability, then Liaison Systems may suspend the User's account.
- 9.2. **Security Emergencies.** Notwithstanding anything in these Terms, if there is a Security Emergency then Liaison Systems may automatically suspend use of Mobilize. Liaison Systems will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. '**Security Emergency**' means: (i) uses of Mobilize that do or could disrupt Mobilize, other Users' use of Mobilize, or the infrastructure used to provide Mobilize; and (ii) unauthorised third party access to Mobilize.

10. Intellectual Property Rights

- 10.1. **Intellectual Property Rights.** '**Intellectual Property Rights**' means current and future patent, copyright, trade secret, trademark, database, design and moral rights, and other similar rights subsisting in any part of the world.
- 10.2. **Our rights.** Users acknowledge that all intellectual property rights in Mobilize are the property of Liaison Systems or our licensors. Your agreement with us does not grant Users: (i) any rights in relation to the Intellectual Property Rights in Mobilize; or (ii) any rights to use the Liaison Systems or Mobilize trademarks, logos, domain names, or other brand features without the written permission of Liaison Systems.
- 10.3. **YOUR RIGHTS. USE AND REPRODUCTION OF DOCUMENTS AND FILES OBTAINED THROUGH MOBILIZE IS AT THE USER'S RISK AND LIAISON SYSTEMS PROVIDE NO WARRANTY IN RELATION TO ANY SUCH MATERIAL.**
- 10.4. **Uploaded material.** By making information available via Mobilize, Suppliers warrant to Liaison Systems and Supply Chain Owners that it is accurate and not misleading and that they are entitled to share that information and to grant the permissions referred to in Condition 10.5.
- 10.5. **Limited Permission.** You grant Liaison Systems, and its subcontractors, all of the permissions we require in relation to your Intellectual Property Rights to meet our obligations and exercise our rights under our agreement with you. This permission extends to visible product features, such as document previews and invisible product features, such as arrangements for backing up data. If you are a Supplier, you also give all Supply Chain Owners who you authorise to view

your documents and information all of the permissions they require in relation to your Intellectual Property Rights to use and copy such documents and information for the purpose of evaluating your application to become a supplier.

10.6. **Suggestions.** We appreciate it when Users send us feedback. We may, at our discretion and for any purpose, use, modify, and incorporate into our products and services, license and sublicense, any feedback, comments, or suggestions Users send Liaison Systems or post in Liaison Systems forums without any obligation to the User.

10.7. **User List.** Liaison Systems may include Users' names in a list of Liaison Systems customers on the Liaison Systems website.

11. Term and Termination

11.1. **Term.** Your agreement with us will remain in effect until your account is deactivated or deleted.

11.2. **Survival of Terms.** Expiry or termination of your contract with us, howsoever arising, shall be without prejudice to the continued enforceability of: (1) warranties and indemnities granted to us; (2) disclaimers and restrictions on our liability or on the liability of our officers, employees, consultants, licensors or sub-contractors; (3) our obligations (and your licences to us) in relation to your documents and information until such time as these are permanently deleted by us; (4) the choice of law and jurisdiction clause in these Terms; and (5) any other provisions of these Terms which are intended to be enforceable by us after expiry or termination of your contract with us.

11.3. Effects of Termination.

11.3.1. If your agreement with us is terminated, the rights granted by Liaison Systems to you will cease immediately.

11.3.2. Termination of your agreement with us shall be without prejudice to the accrued rights and liabilities of the parties.

11.4. **Termination for Convenience.** We may terminate our agreement with any User for our convenience on giving not less than three months' notice. When exercising this right in relation to a Supplier, we will refund a pro-rated amount of any fees paid in advance which relate to the unused portion of the User's subscription within 30 days of termination.

11.5. **Termination for Breach.** We may deactivate or delete your account in any of the circumstances which would entitle us to suspend your account (see Condition 9.1.) or if: (i) you are in breach of your agreement with us, or (ii) you cease business operations or enter into any

insolvency procedure (including without limit administration, liquidation, receivership or a company voluntary arrangement).

12. INDEMNITY

YOU WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS LIAISON SYSTEMS FROM AND AGAINST ALL LIABILITIES, DAMAGES, AND COSTS (INCLUDING SETTLEMENT COSTS AND LEGAL FEES) ARISING OUT OF ANY THIRD PARTY CLAIM RELATING TO: (I) THE MISUSE OR ALLEGED MISUSE OF CONFIDENTIAL INFORMATION OR DATA OR THE INFRINGEMENT OR ALLEGED INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS ARISING FROM YOUR USE OF MOBILIZE (OR THE USE OF MOBILIZE BY ANY PERSON GAINING ACCESS THROUGH YOU); OR (II) YOUR USE (OR THE USE BY ANYONE GAINING ACCESS THROUGH YOU) OF MOBILIZE IN VIOLATION OF THESE TERMS.

13. DISCLAIMER.

MOBILIZE IS PROVIDED 'AS IS' TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, LIAISON SYSTEMS PROVIDES NO WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMIT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AVAILABILITY OR NONINFRINGEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. LIAISON SYSTEMS MAKES NO REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR INFORMATION MADE AVAILABLE THROUGH MOBILIZE.

14. LIMITATION OF LIABILITY

14.1. **GENERAL.** IN ANY PARTICULAR CIRCUMSTANCES, WE MAY RELY UPON ANY ONE OR MORE OF THE RESTRICTIONS ON OUR LIABILITY SET OUT IN THESE TERMS (WHETHER IN THIS CONDITION 14.1 OR OTHERWISE). EACH OF THE RESTRICTIONS APPLIES TO ALL CATEGORIES OF CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE PROVIDED THAT NOTHING IN THESE TERMS IS INTENDED TO RESTRICT ANY LIABILITY WHICH CANNOT BE RESTRICTED UNDER THE GOVERNING LAW.

14.2. **LIMITATION ON INDIRECT LIABILITY.** LIAISON SYSTEMS SHALL NOT BE LIABLE FOR LOST REVENUES, PROFITS OR GOODWILL OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF WE KNEW OR

SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF OTHER CATEGORIES OF DAMAGES DO NOT PROVIDE A SATISFACTORY A REMEDY.

14.3. **LIMITATION ON AMOUNT OF LIABILITY.** LIAISON SYSTEMS' AGGREGATE LIABILITY TO A USER IN RELATION TO THE USER'S USE OF MOBILIZE WILL NOT EXCEED £1.00 WHERE THE USER IS ACCESSING MOBILIZE AT NO COST AND, IN OTHER CASES, LIAISON SYSTEMS' AGGREGATE LIABILITY TO A USER IN RELATION TO ALL CLAIMS ARISING DURING EACH CALENDAR YEAR SHALL BE EQUAL TO THE LESSER OF £500 OR THE AMOUNT PAID TO LIAISON SYSTEMS DURING THAT CALENDAR YEAR.

14.4. **LIMITATION REGARDING LEGAL COMPLIANCE.** LIAISON SYSTEMS ARE NOT LEGAL ADVISERS. ALL USERS REMAIN SOLELY RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL LAWS, REGULATORY STANDARDS AND CODES OF CONDUCT, INCLUDING WITHOUT LIMIT IN RELATION TO HEALTH AND SAFETY.

14.5. **OFFICERS, EMPLOYEES, LICENSORS AND SUB-CONTRACTORS.** YOU AGREE THAT YOU SHALL NOT COMMENCE ANY FORM OF LEGAL PROCEEDINGS (INCLUDING WITHOUT LIMIT IN RELATION TO NEGLIGENCE) DIRECTLY AGAINST ANY DIRECTOR, EMPLOYEE, CONSULTANT, LICENSOR OR SUBCONTRACTOR OF LIAISON SYSTEMS.

14.6. **LOSS OR CORRUPTION OF DATA.** LIAISON SYSTEMS ACCEPTS NO LIABILITY FOR THE LOSS OR CORRUPTION OF DATA.

14.7. **MALWARE.** WHILST WE TAKE GREAT CARE TO ENSURE THAT VIRUSES AND OTHER MALWARE IS NOT DISTRIBUTED THROUGH MOBILIZE, USE OF OUR SERVICE IS AT USERS' OWN RISK AND NO LIABILITY IS ACCEPTED FOR LOSSES, COSTS OR EXPENSES CAUSED BY MALWARE DOWNLOADED FROM OUR SITE.

14.8. **THIRD-PARTY SITES.** MOBILIZE MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES OR RESOURCES. LIAISON SYSTEMS DOES NOT ENDORSE AND IS NOT RESPONSIBLE OR LIABLE FOR THEIR AVAILABILITY, ACCURACY, PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF ANY SUCH WEBSITES OR RESOURCES.

14.9. BY ACCEPTING THESE TERMS, YOU AGREE THAT THE RESTRICTIONS OF LIABILITY SET OUT ABOVE ARE REASONABLE.

15. **Confidentiality and Data Protection**

15.1. **Definitions.** In this Condition 15 the following definitions apply:

15.1.1. '**Controller**' has the meaning given to that term in the UK GDPR.

15.1.2. '**GDPR**' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

15.1.3. '**Personal Data**' has the meaning given to that term in the GDPR and the UK GDPR.

15.1.4. '**Shared Information**' means information provided by a Supplier to a Supply Chain Owner in response to questionnaires and otherwise through Mobilize.

15.1.5. '**UK GDPR**' means the GDPR as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018.

15.2. **Our Status.** Liaison Systems acts as Controller in relation to all Personal Data we process in connection with the supply of Mobilize. We process such Personal Data in accordance with our published Privacy Notice.

15.3. **User's Warranty.** The User warrants that all Personal Data it shares with Liaison Systems was lawfully collected and shared and may be used by Liaison Systems in accordance with these Terms and its Privacy Notice. The User indemnifies Liaison Systems in relation to any cost, charge, damages, expense or loss which it causes to Liaison Systems as a result of the breach by it of this condition 15.3.

16. **Deletion of Account Data**

16.1. **Requests for Deletion.** Liaison Systems will delete a User account at any time upon request save that this shall not apply to information which is required to be maintained by Liaison Systems for legal compliance, billing or other record-keeping purposes. Where a User requests the deletion of their account, the User shall not be entitled to receive a refund in relation to the unexpired period of its subscription.

16.2. **Effect of Deletion.** The accounts of all Users are independent and the deletion of the account of a Supply Chain Owner will not result in the deletion of the accounts of its Suppliers. The deletion of a Supplier's account will not affect any competency information already submitted by the Supply Chain Member.

16.3. **Inactive Accounts.** Liaison Systems will usually delete a Supplier's account due to inactivity within a maximum period of 24 months after the Supplier's last purchase.

17. **Miscellaneous**

- 17.1. **Modification of Terms.** Liaison Systems may revise these Terms from time to time and the most current version will always be posted on the Mobilize website. If a revision is determined by Liaison Systems, in its sole discretion, to be material, Liaison Systems will notify you using the email address associated with your account. Other revisions will be posted on our Site and you are responsible for checking such postings regularly. By continuing to access or use Mobilize one month after revisions are uploaded to our Site, you agree to be bound by the revised Terms. If you are a paying User and do not agree to the revised Terms, you must notify us in writing at support@liaisonsystems.com. In these circumstances, the previous Terms will continue to apply until the renewal of your service.
- 17.2. **Entire Agreement.** These Terms, together with our applicable price list, constitute the entire agreement between you and Liaison Systems relating to your access to Mobilize and supersede and replace any prior or contemporaneous understandings and agreements.
- 17.3. **Governing Law.** The agreement and our services will be governed by English law (excluding the rules relating to conflicts of law). All claims arising out of or relating to your agreement with us shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 17.4. **Severability.** If a court of competent jurisdiction finds any of the provisions of these Terms to be unenforceable, the provisions affected will be modified to reflect the parties' intention to the minimum extent necessary to make them enforceable and the remaining provisions of the Agreement will remain in full force and effect.
- 17.5. **Notice.** Notices must be sent via first class pre-paid or registered post, airmail, or courier and are deemed given when received. Notices to you may also be sent to the email address associated with your account, and are deemed given when successfully transmitted. Hard copy notices to Liaison Systems must be sent to Liaison Systems Limited, 3rd Floor 21 Perrymount Road, Haywards Heath, England, RH16 3TP.
- 17.6. **Waiver.** A waiver of any default is not a waiver of any subsequent default.
- 17.7. **Assignment.** You may not assign or transfer (in whole or in part) the benefit of your agreement with us, except with the written consent of Liaison Systems. Liaison Systems may assign the benefit of your agreement with us.
- 17.8. **No Agency.** Liaison Systems and the User are not legal partners or agents, but are independent contractors.

- 17.9. **Force Majeure.** Liaison Systems shall not be liable for inadequate performance to the extent caused by a condition that was beyond Liaison Systems' reasonable control (including without limit natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance).
- 17.10. **No Third-Party Beneficiaries.** No part of your agreement with us is intended to be enforceable by any third party, save that, with our permission, the persons referred to in Conditions 10.4, 10.5 and 14.5 may rely upon those Conditions. Nothing in these Terms shall require the consent of any third party to be obtained to the variation or release of our agreement with you (even if this extinguishes or modifies the potential rights of that third party).