

FAST LEDGER LIMITED

TERMS AND CONDITIONS OF SERVICE

Version 1.0 | Effective Date: 22nd April 2026

IMPORTANT — PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE FAST LEDGER PLATFORM. BY ACCESSING OR USING THE PLATFORM, OR BY CLICKING 'I AGREE' OR ANY EQUIVALENT BUTTON, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE USE OF THE PLATFORM.

1. INTERPRETATION AND DEFINITIONS

1.1 In these Terms and Conditions, the following words and expressions shall bear the meanings assigned to them below unless the context otherwise requires:

"Agreement": means these Terms and Conditions together with any Order Form, Subscription Confirmation, Privacy Policy, Cookie Policy and any other policies or documents expressly incorporated herein by reference, as amended from time to time.

"Authorised Users": means those employees, contractors, agents, or other individuals whom the Customer authorises to access and use the Platform on the Customer's behalf, subject to any user-count limitations specified in the relevant Subscription.

"Business Day": means any day other than a Saturday, Sunday, or public holiday in England and Wales.

"Confidential Information": means any and all information of a confidential nature disclosed by one party to the other, whether orally, in writing or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

"Customer": means the person, firm, company or other legal entity that subscribes to or accesses the Platform pursuant to this Agreement, including where applicable an individual sole trader or landlord.

"Customer Data": means all data, information, text, files, documents and other content uploaded, submitted, inputted, transmitted or otherwise made available by the Customer or Authorised Users via the Platform, including without limitation financial transaction data, accounting records, banking data, invoices, client communications, audio recordings and associated transcriptions.

"Data Protection Legislation": means (i) the UK General Data Protection Regulation as defined in the Data Protection Act 2018 ("UK GDPR"); (ii) the Data Protection Act 2018 ("DPA 2018"); (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR"); and (iv) in respect of Spanish Users only, Regulation (EU) 2016/679 (the "EU GDPR") and the Ley Orgánica 3/2018 de Protección de Datos Personales y garantía de los derechos digitales ("LOPDGDD"); in each case as amended, supplemented, replaced or re-enacted from time to time.

"Documentation": means all user manuals, help guides, technical specifications and other materials made available by Fast Ledger to the Customer in connection with the Platform.

"Fees": means the subscription fees and any other charges payable by the Customer for use of the Platform as set out in the relevant Subscription Confirmation or Order Form.

"Free Trial": has the meaning given in Clause 5.1.

"HMRC": means His Majesty's Revenue and Customs, or its successor body.

"Intellectual Property Rights": means all patents, rights to inventions, utility models, copyright and related rights, trade marks, trade names, service marks, trade secrets, rights in designs, database rights, rights in computer software, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including applications for and renewals or extensions of such rights, together with all similar or equivalent rights or forms of protection in any part of the world.

"Open Banking Services": means any functionality within the Platform that enables connectivity to Customer bank accounts via application programming interfaces operated by third-party regulated Open Banking providers.

"Platform": means the Fast Ledger software-as-a-service platform accessible at fastledger.info and any associated applications, APIs, integrations and Documentation, as more particularly described in Clause 3.

"Spain Module": means the subset of Platform functionality made available to Spanish Users as described in Clause 3.3.

"Spanish User": means any Customer or Authorised User accessing the Platform from or in connection with business activities conducted in Spain.

"Subscription": means the subscription package selected by the Customer, as set out in the relevant Order Form or Subscription Confirmation, which determines the scope of access, features and Fees applicable to the Customer.

"Subscription Confirmation": means the email, in-platform notification or other written confirmation issued by Fast Ledger acknowledging the Customer's Subscription.

"Subscription Period": means the period for which a Subscription has been purchased, as specified in the Subscription Confirmation.

"Verifactu": means the certified electronic billing system requirements established under Royal Decree 1007/2023 and Ministerial Order HAC/1177/2024, as amended from time to time by Spanish law.

1.2 In this Agreement, unless the context otherwise requires: (a) references to a statute or statutory provision include all subordinate legislation made thereunder and include that statute or provision as amended, consolidated or re-enacted from time to time; (b) the singular includes the plural and vice versa; (c) references to one gender include all genders; (d) any phrase introduced by the words 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding it; and (e) clause headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3 In the event of any conflict or inconsistency between these Terms and Conditions and any Order Form or Subscription Confirmation, the Order Form or Subscription Confirmation shall prevail solely to the extent of the specific conflict.

2. COMPANY INFORMATION AND CONTACT DETAILS

2.1 The Platform is operated by Fast Ledger Limited, a company incorporated (**company number 15114353**) in England and Wales, with its registered office at Unit 30 The Business Village, Wexham Road, Slough, England, SL2 5HF ("Fast Ledger", "we", "us" or "our").

2.2 Fast Ledger may be contacted by email at support@fastledger.co.uk. Fast Ledger will endeavour to respond to all customer enquiries within three (3) Business Days.

2.3 Fast Ledger is not authorised or regulated by the Financial Conduct Authority ("FCA") in its own name for the purposes of providing Open Banking Services. Where Open Banking functionality is made available through the Platform, it is provided through integration with third-party FCA-authorized Account Information Service Providers. Fast Ledger is not a tax advisor, accountancy firm, legal advisor, or financial advisor and nothing in the Platform, the Documentation or any communications from Fast Ledger constitutes tax, financial, legal or accounting advice.

3. DESCRIPTION OF THE PLATFORM AND SERVICES

3.1 Fast Ledger provides a cloud-based accounting and business management platform available on a software-as-a-service basis. The Platform is designed exclusively for business use and is intended for sole traders, landlords, limited companies, partnerships, accountancy firms, solicitor practices, retailers and other commercial entities operating in the United Kingdom and, in respect of the Spain Module only, in Spain.

3.2 The core accounting features of the Platform available to UK Customers include, without limitation:

- (a) bank feed connectivity via Open Banking and via CSV file upload and manual transaction entry;
- (b) bank transaction reconciliation tools;
- (c) financial reporting, including profit and loss statements and balance sheets;
- (d) integration with HMRC systems for the submission of VAT returns and, in respect of eligible sole traders and landlords, Income Tax returns under Making Tax Digital for Income Tax Self-Assessment ("MTD for ITSA");
- (e) invoice creation and management;
- (f) stock management;
- (g) appointment scheduling and task management tools;
- (h) client communication functionality;
- (i) secure storage of client email correspondence;
- (j) AI-powered audio transcription services ("Transcription Services");
- (k) electronic signature functionality ("E-Sign Services"); and
- (l) document creation and sharing tools.

3.3 The Spain Module is available exclusively to Spanish Users and comprises the following features only:

- (a) point-of-sale (POS) functionality;
- (b) invoice creation and management in compliance with Verifactu requirements;
- (c) customer records management; and
- (d) stock management.

Spanish Users have no access to, and Fast Ledger makes no representation regarding the suitability of, any other features of the Platform for use in Spain or in connection with Spanish tax, accounting or regulatory obligations.

3.4 Fast Ledger reserves the right to modify, update, suspend, discontinue or add features of the Platform at any time. Where any modification materially and adversely affects the Customer's use of the Platform, Fast Ledger shall use reasonable endeavours to provide not less than thirty (30) days' written notice to the Customer. Continued use of the Platform following such notice shall constitute acceptance of the modification.

3.5 The Platform is made available to the Customer on a non-exclusive, non-transferable, revocable licence basis solely for the Customer's internal business purposes, subject to the

terms of this Agreement. Nothing in this Agreement grants the Customer any ownership interest in the Platform or any Intellectual Property Rights therein.

4. ELIGIBILITY, ACCOUNT REGISTRATION AND SECURITY

4.1 The Platform is intended for use by business entities and individuals acting in the course of their trade, business or profession. By registering for an account, the Customer warrants and represents that:

- (a) it is a legal entity duly incorporated, formed or established under applicable law, or a natural person of at least 18 years of age acting in a business capacity;
- (b) if registering on behalf of a company, partnership or other entity, the individual completing registration has authority to bind that entity;
- (c) all information provided during registration is accurate, complete and not misleading; and
- (d) the Customer's use of the Platform will not violate any applicable law or regulation.

4.2 The Customer shall promptly update its account information to ensure it remains accurate and complete at all times. Fast Ledger shall have no liability for any loss or damage arising from the Customer's failure to maintain accurate account information.

4.3 The Customer is solely responsible for maintaining the confidentiality of its account credentials, including usernames, passwords and any multi-factor authentication codes. The Customer shall:

- (a) immediately notify Fast Ledger at support@fastledger.co.uk upon becoming aware of any actual or suspected unauthorised access to or use of its account; and
- (b) not share account credentials with any individual who is not an Authorised User.

4.4 Fast Ledger shall not be liable for any loss or damage arising from the Customer's failure to comply with the obligations set out in Clause 4.3. The Customer shall be liable for all activities carried out under its account, whether or not authorised.

4.5 Fast Ledger reserves the right to refuse registration, suspend or terminate any account at its sole discretion where it reasonably suspects misuse, fraud, or breach of this Agreement.

5. FREE TRIAL

5.1 Fast Ledger may, at its sole discretion, offer prospective Customers a free trial period ("Free Trial") during which the Customer may access and use the Platform at no charge for such period as is notified at the time of registration.

5.2 Upon expiry of the Free Trial period, the Customer's access to the Platform will either terminate or automatically convert to a paid Subscription, as communicated to the Customer prior to the commencement of the Free Trial. Where the Platform is set to convert automatically, the Customer will be required to have provided valid payment details prior to the expiry of the Free Trial. If no payment details have been provided, access to the Platform will cease upon expiry of the Free Trial.

5.3 Fast Ledger reserves the right to limit the availability of the Free Trial to one trial per Customer, per company entity and per device or browser fingerprint. Free Trials may not be transferred and are personal to the Customer entity registering.

5.4 Fast Ledger may, at any time and without notice, modify, suspend or terminate the Free Trial offering.

5.5 Customer Data uploaded during a Free Trial will, upon conversion to a paid Subscription, be retained within the Platform. Where the Customer elects not to convert to a paid

Subscription, Fast Ledger will retain Customer Data for a period of thirty (30) days following expiry of the Free Trial, after which it may be permanently deleted in accordance with the Privacy Policy.

6. SUBSCRIPTIONS, FEES AND PAYMENT

6.1 The Customer shall pay the Fees applicable to its chosen Subscription in advance of each Subscription Period. Fees are determined by the Subscription package selected, the number of Authorised Users, and such other criteria as Fast Ledger may publish from time to time. Current Fees and Subscription packages are set out on the Platform and in the Subscription Confirmation.

6.2 All Fees are stated exclusive of value added tax ("VAT") or equivalent taxes, which shall be charged at the applicable rate and borne by the Customer.

6.3 Payment shall be made by such method as Fast Ledger may specify, including credit card, debit card or direct debit. By providing payment details, the Customer authorises Fast Ledger (or its appointed payment processor) to charge the applicable Fees on each billing date.

6.4 If any payment is declined or not received by the due date, Fast Ledger reserves the right to:

- (a) suspend access to the Platform upon not less than seven (7) days' written notice;
- (b) charge interest on overdue amounts at the rate of 8% per annum above the Bank of England base rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and
- (c) recover reasonable debt recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2002.

6.5 Fast Ledger may increase its Fees at the start of any renewal Subscription Period by providing not less than thirty (30) days' written notice to the Customer prior to the end of the then-current Subscription Period. The Customer's continued use of the Platform following such notice shall constitute acceptance of the revised Fees. If the Customer does not accept the revised Fees, it may terminate this Agreement in accordance with Clause 18 before the renewal date.

6.6 Fast Ledger may offer different Subscription tiers with different levels of access to Platform features. Downgrading a Subscription may result in reduced functionality or loss of access to certain features. Fast Ledger shall not be liable for any loss of data or functionality resulting from a Customer-initiated Subscription downgrade.

7. CANCELLATION AND NO-REFUND POLICY

7.1 All Fees paid under this Agreement are strictly non-refundable. Fast Ledger provides a Free Trial period (as described in Clause 5) to enable Customers to evaluate the Platform before committing to a paid Subscription. By proceeding to subscribe to a paid Subscription, the Customer acknowledges that it has had a full and adequate opportunity to evaluate the Platform during the Free Trial and accepts the non-refundable nature of the Fees.

7.2 The Customer may cancel its Subscription at any time by providing written notice to Fast Ledger or by using the cancellation function within the Platform account settings. Such cancellation shall take effect at the end of the then-current Subscription Period, and the Customer shall retain access to the Platform until that date. No refund or pro-rata credit shall be issued in respect of any unused portion of the Subscription Period.

7.3 Nothing in this Clause 7 affects the statutory rights of any Customer who is a consumer within the meaning of the Consumer Rights Act 2015. For the avoidance of doubt, the Platform is a business-to-business service and the Customer represents and warrants that it is accessing the Platform in the course of its trade, business or profession and not as a consumer. Sole traders and individual landlords are reminded that their status as 'consumers' or 'businesses' under applicable law may depend on the specific circumstances of each engagement, and Fast Ledger recommends they take independent legal advice if in any doubt.

7.4 If Fast Ledger terminates this Agreement for reasons other than the Customer's breach or insolvency, Fast Ledger shall refund to the Customer a pro-rata portion of any Fees paid in advance for the unexpired portion of the then-current Subscription Period.

8. CUSTOMER OBLIGATIONS AND ACCEPTABLE USE

8.1 The Customer shall use the Platform only for lawful purposes and in accordance with this Agreement, all applicable laws and regulations, and any Documentation or guidelines issued by Fast Ledger.

8.2 The Customer shall not, and shall ensure that its Authorised Users do not:

- (a) use the Platform to commit or facilitate any offence under the Computer Misuse Act 1990, the Fraud Act 2006, or any other applicable criminal law;
- (b) use the Platform to create, store, transmit or otherwise process any data or information that is unlawful, fraudulent, deceptive, defamatory, obscene, or infringes any third party's Intellectual Property Rights or privacy rights;
- (c) use the Platform or any of its features, including the HMRC integration, to submit false, misleading or fraudulent tax returns, financial records or other regulatory filings;
- (d) attempt to circumvent, disable or interfere with any security features or access controls of the Platform;
- (e) decompile, disassemble, reverse-engineer, or attempt to derive the source code of the Platform;
- (f) resell, sublicense, transfer, assign or otherwise make the Platform available to any third party other than Authorised Users, without Fast Ledger's prior written consent;
- (g) use any automated scraping, crawling, data harvesting or similar data extraction tools in connection with the Platform;
- (h) introduce or permit the introduction of any virus, malware, trojan horse, worm, ransomware, or other malicious or disruptive code into the Platform;
- (i) use the Platform in any manner that could damage, overburden, impair or compromise the Platform or Fast Ledger's systems, infrastructure or security;
- (j) use the Platform to process any financial or accounting records in a manner designed to conceal, falsify or manipulate such records, including in any manner that would constitute an offence under the Fraud Act 2006 or under Spanish Law 11/2021 on measures to prevent and combat tax fraud; or
- (k) permit any person under the age of 18 years to access or use the Platform without prior written consent from Fast Ledger.

8.3 The Customer is solely and exclusively responsible for the accuracy, completeness, integrity and legality of all Customer Data uploaded or submitted through the Platform. Fast Ledger does not verify, audit or validate Customer Data and shall have no liability whatsoever for any errors, omissions or inaccuracies in Customer Data or for any consequences arising therefrom.

8.4 Where the Customer uses the Platform's communication or document storage features, the Customer is responsible for ensuring that all such use complies with applicable data

protection laws, including obtaining all necessary consents from third parties whose personal data is uploaded or processed.

8.5 The Customer shall implement and maintain appropriate technical and organisational security measures to protect its account credentials and to prevent unauthorised access to the Platform through its account.

9. OPEN BANKING SERVICES

9.1 The Platform includes functionality enabling Customers to connect their bank accounts to the Platform in order to retrieve and import transaction data ("Open Banking Services"). These Open Banking Services are facilitated through Fast Ledger's integration with one or more third-party FCA-authorized Account Information Service Providers ("AISP Providers"). Fast Ledger is not itself an authorised payment institution or account information service provider.

9.2 By activating Open Banking Services within the Platform, the Customer:

- (a) consents to the relevant AISP Provider accessing the designated bank account(s) on the Customer's behalf for the purpose of retrieving transaction data;
- (b) acknowledges that such access is subject to the terms and conditions of the relevant AISP Provider and the Customer's own bank;
- (c) confirms that it has the legal authority to grant such access to the designated bank accounts; and
- (d) accepts that bank feed data may be delayed, incomplete or inaccurate due to factors outside Fast Ledger's control, including the availability of the Customer's bank's systems.

9.3 Fast Ledger expressly disclaims all liability for any loss, damage, liability, claims or expense arising from:

- (a) inaccurate, delayed, incomplete or missing bank transaction data provided via the Open Banking Services;
- (b) any failure of the Customer's bank or the AISP Provider to provide data;
- (c) any unauthorised access to the Customer's bank account arising from the Customer's own failure to maintain secure account credentials; or
- (d) any decisions made by the Customer in reliance on bank feed data imported via the Platform.

9.4 The Customer may also upload transaction data manually via CSV or other supported file formats. The Customer accepts full responsibility for the accuracy and completeness of any manually uploaded data.

9.5 Fast Ledger does not hold, transfer or receive any funds on the Customer's behalf. The Open Banking Services are limited to the retrieval of read-only transaction information and do not involve any payment initiation services.

10. HMRC INTEGRATION AND MAKING TAX DIGITAL

10.1 The Platform provides functionality enabling eligible Customers to submit VAT returns and Income Tax information directly to HMRC through the Platform's integration with HMRC's Making Tax Digital ("MTD") Application Programming Interface ("API"). This functionality is provided as a convenience feature only and does not constitute the provision of tax advice, accountancy services or any form of regulated activity.

10.2 The Customer acknowledges and agrees that:

- (a) the Customer remains solely and exclusively responsible for the accuracy, completeness and timeliness of all information and figures submitted to HMRC through the Platform;
- (b) Fast Ledger acts solely as a technical conduit for the transmission of information provided by the Customer and does not independently verify, validate or review any such information for accuracy or compliance with applicable tax law;
- (c) the Customer is responsible for ensuring that its use of the Platform's HMRC integration complies with all applicable tax laws and regulations, including the Making Tax Digital for VAT and Making Tax Digital for Income Tax Self-Assessment regimes;
- (d) any penalties, surcharges, interest or other consequences arising from inaccurate, late or non-compliant submissions to HMRC are the sole responsibility of the Customer; and
- (e) Fast Ledger does not guarantee the continuous availability of the HMRC integration and shall have no liability for any loss suffered as a result of the unavailability of HMRC systems or the HMRC API.

10.3 The Customer is strongly advised to engage a suitably qualified and regulated accountant or tax adviser to review all tax submissions before they are submitted to HMRC. The Platform is a tool to facilitate record-keeping and submission, not a substitute for professional tax advice.

10.4 HMRC periodically updates its MTD requirements and APIs. Fast Ledger will use commercially reasonable endeavours to maintain compatibility with HMRC systems, but cannot guarantee uninterrupted compatibility and accepts no liability for any failure arising from changes made by HMRC to its systems or requirements.

11. ARTIFICIAL INTELLIGENCE TRANSCRIPTION SERVICES

11.1 The Platform includes AI-powered audio transcription functionality ("Transcription Services") that enables Customers to transcribe audio recordings, including user conversations, client meetings and other audio content. The Transcription Services are powered by a third-party artificial intelligence provider, Deepgram, Inc., a company incorporated in the United States ("Deepgram"), which processes audio data on behalf of Fast Ledger pursuant to a data processing agreement incorporating the applicable Standard Contractual Clauses ("SCCs").

11.2 By using the Transcription Services, the Customer acknowledges and agrees that:

- (a) audio recordings and transcriptions generated through the Platform will be transmitted to and processed by Deepgram on servers located in the United States, which constitutes an international restricted transfer under the UK GDPR and, in respect of Spanish Users, under the EU GDPR;
- (b) such transfer is made on the basis of Standard Contractual Clauses approved by the relevant supervisory authority;
- (c) the Customer is solely responsible for obtaining all necessary consents, providing all necessary notifications, and complying with all applicable legal requirements before recording or transcribing any audio that includes the voice or speech of any third party, including clients, employees or meeting participants;
- (d) voice recordings may constitute biometric data or personal data under the Data Protection Legislation and the Customer must establish an appropriate lawful basis for processing such data before using the Transcription Services; and
- (e) Fast Ledger does not guarantee the accuracy of transcriptions produced through the Transcription Services. Transcriptions may contain errors, omissions or

inaccuracies and should not be relied upon as a verbatim record of any conversation without independent verification.

11.3 The Customer shall not use the Transcription Services to record any conversation without the knowledge and consent of all participants where such consent is required by applicable law, including under the Investigatory Powers Act 2016 and applicable data protection law.

11.4 Fast Ledger shall not be liable for any loss, damage or liability arising from the Customer's failure to obtain the required consents, from inaccuracies in transcriptions, or from any act or omission of Deepgram in the processing of audio data, save to the extent that such liability cannot be excluded by applicable law.

12. ELECTRONIC SIGNATURE SERVICES

12.1 The Platform includes electronic signature functionality ("E-Sign Services") enabling Customers to create, execute and manage electronically signed documents. The E-Sign Services are provided as a convenience tool and are not a substitute for legal advice regarding the enforceability of any particular document or signature.

12.2 Electronic signatures generated through the Platform are intended to constitute valid electronic signatures for the purposes of the Electronic Communications Act 2000 and retained UK eIDAS legislation. However, the enforceability of any electronically signed document is subject to applicable law and the specific circumstances of each transaction.

12.3 The Customer acknowledges that:

- (a) certain categories of document are not capable of being validly executed by electronic signature under English law, including (without limitation) deeds, wills, powers of attorney, land registration documents and certain statutory declarations;
- (b) the Customer is solely responsible for determining whether electronic signature is appropriate and legally valid for any particular document; and
- (c) Fast Ledger makes no warranty that electronically signed documents will be legally enforceable in any jurisdiction.

12.4 Fast Ledger disclaims all liability for any loss or damage arising from the Customer's reliance on the E-Sign Services or from any failure of any electronically signed document to be legally binding or enforceable.

13. VERIFACTU COMPLIANCE — SPAIN MODULE

13.1 This Clause 13 applies exclusively to Spanish Users using the Spain Module.

13.2 Fast Ledger has designed the Spain Module to support compliance with the Verifactu certified electronic billing system requirements established under Royal Decree 1007/2023 and Ministerial Order HAC/1177/2024 (as amended from time to time) (together, the "Verifactu Regulations"). Fast Ledger, in its capacity as a billing software manufacturer, has taken steps to ensure that the Spain Module meets the technical requirements applicable to billing system providers under the Verifactu Regulations, including in respect of invoice record integrity, chained hash (huella) generation, QR code inclusion, XML format compliance and functionality for optional real-time transmission of invoice records to the Agencia Estatal de Administración Tributaria ("AEAT").

13.3 The Customer acknowledges that:

- (a) compliance with the Verifactu Regulations as a taxpayer is the sole responsibility of the Customer. Fast Ledger's obligations as a software manufacturer under the

Verifactu Regulations are separate from and do not discharge the Customer's obligations as a taxpayer;

(b) the mandatory implementation deadlines for taxpayers subject to Corporate Income Tax take effect from 1 January 2027, and for self-employed individuals and other non-Corporate Income Tax taxpayers from 1 July 2027, pursuant to Royal Decree-Ley 15/2025 of 2 December 2025, subject to any further legislative amendments;

(c) the Customer is responsible for ensuring timely adoption of Verifactu-compliant invoicing in accordance with the applicable deadlines for its category of taxpayer;

(d) where the Customer chooses the non-Verifactu (non-verifiable) option, the Customer assumes full responsibility for compliance with the additional technical security requirements applicable to such systems, including digital signature, event logging, and four-year data retention under tamper-proof conditions;

(e) Fast Ledger's España Module does not apply to taxpayers who are required to or have voluntarily opted into the Suministro Inmediato de Información ("SII") real-time VAT reporting system, and such taxpayers should seek independent specialist advice; and

(f) fines for use of non-compliant invoicing software may reach up to €50,000 per fiscal year for businesses and, for software providers, up to €150,000 per fiscal year.

13.4 Fast Ledger will use commercially reasonable endeavours to update the Spain Module to maintain compliance with the Verifactu Regulations as they are amended or updated. Fast Ledger does not guarantee uninterrupted compliance in the event of unexpected legislative changes and accepts no liability for any penalties, fines or losses arising from such changes except to the extent caused by Fast Ledger's own gross negligence.

13.5 Fast Ledger does not provide advice on Spanish tax law, VAT obligations, or any other Spanish regulatory requirements. Spanish Users are strongly advised to engage a Spanish-qualified tax adviser (gestor) or legal adviser.

14. DATA PROTECTION AND PRIVACY

14.1 Each party shall comply with its respective obligations under the Data Protection Legislation in connection with the performance of this Agreement.

14.2 For the purposes of the Data Protection Legislation, the Customer acts as the data controller in respect of Customer Data, and Fast Ledger acts as a data processor of such Customer Data where it processes that data on the Customer's behalf. Fast Ledger also acts as an independent data controller in respect of personal data it collects and processes for its own purposes, including account registration, billing and platform administration, as further described in the Privacy Policy.

14.3 Where Fast Ledger processes Customer Data as a data processor, it shall do so only on the documented instructions of the Customer (which are set out in this Agreement), except to the extent otherwise required by applicable law. Fast Ledger's data processing obligations in its capacity as data processor are as follows:

(a) process Customer Data only for the purposes described in this Agreement and the Privacy Policy;

(b) implement and maintain appropriate technical and organisational security measures to protect Customer Data against unauthorised or unlawful processing, accidental loss, destruction or damage;

(c) not transfer Customer Data outside the United Kingdom or European Economic Area except in accordance with the requirements of the Data Protection Legislation

and, where applicable, with appropriate safeguards such as Standard Contractual Clauses;

(d) on reasonable request, provide the Customer with such information as is necessary to demonstrate compliance with this Clause 14;

(e) notify the Customer without undue delay on becoming aware of a personal data breach affecting Customer Data; and

(f) on termination or expiry of this Agreement, at the Customer's written request, return or delete Customer Data in accordance with the Privacy Policy, subject to any legal obligation to retain such data.

14.4 The Customer authorises Fast Ledger to appoint sub-processors in connection with the processing of Customer Data, including Deepgram, Inc. for the provision of Transcription Services and any payment processing, hosting, or other infrastructure providers identified in the Privacy Policy. Fast Ledger shall enter into appropriate data processing agreements with all sub-processors and shall remain responsible to the Customer for the acts and omissions of sub-processors to the same extent as if Fast Ledger had performed the processing itself.

14.5 The Customer warrants that it has obtained all consents, given all notices and otherwise fulfilled all obligations required by the Data Protection Legislation in connection with its uploading or processing of personal data through the Platform.

14.6 Full details of Fast Ledger's data processing practices, data retention periods, data subject rights and other privacy information are set out in the Privacy Policy, which forms part of this Agreement and is available at fastledger.info/privacy.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 All Intellectual Property Rights in and to the Platform, the Documentation, and all content, software, technology, algorithms, designs, trade marks and branding forming part of the Platform (collectively, the "Fast Ledger IP") are and shall remain the exclusive property of Fast Ledger or its licensors. Nothing in this Agreement transfers or assigns any Intellectual Property Rights in the Fast Ledger IP to the Customer.

15.2 Subject to the Customer's compliance with this Agreement, Fast Ledger grants the Customer a limited, non-exclusive, non-transferable, revocable licence during the Subscription Period to access and use the Platform solely for the Customer's internal business purposes and in accordance with this Agreement.

15.3 All Intellectual Property Rights in and to the Customer Data shall remain vested in the Customer or the relevant third party rights-holder. The Customer grants Fast Ledger a non-exclusive, royalty-free licence to use, copy, store, process and transmit Customer Data solely to the extent necessary to provide the Platform and perform its obligations under this Agreement.

15.4 Fast Ledger may use anonymised and aggregated data derived from Customer Data for the purposes of product improvement, research, analytics and statistical reporting, provided that such aggregated data cannot be used to identify the Customer or any individual data subject.

15.5 The Customer shall promptly notify Fast Ledger of any actual or suspected infringement of Fast Ledger's Intellectual Property Rights that comes to its attention. The Customer shall not at any time dispute or challenge Fast Ledger's ownership of the Fast Ledger IP or take any action that is inconsistent with Fast Ledger's ownership thereof.

16. CONFIDENTIALITY

16.1 Each party ("Receiving Party") agrees to keep confidential all Confidential Information of the other party ("Disclosing Party") that it receives or obtains in connection with this Agreement and not to disclose it to any third party, except as permitted by this Clause 16.

16.2 The Receiving Party may disclose Confidential Information only:

- (a) to those of its officers, employees, contractors and advisers who need to know it for the purposes of this Agreement, provided that such persons are bound by obligations of confidentiality no less stringent than those set out in this Clause 16; or
- (b) to the extent required by applicable law, regulatory requirement or order of a court of competent jurisdiction, provided that (where lawful and practicable) the Receiving Party gives the Disclosing Party prompt written notice of the required disclosure and co-operates with the Disclosing Party's reasonable efforts to seek a protective order or equivalent relief.

16.3 The obligations in this Clause 16 shall not apply to information that:

- (a) is or becomes publicly known through no breach of this Agreement;
- (b) was already known to the Receiving Party at the time of disclosure, as evidenced by pre-existing written records;
- (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or
- (d) is received from a third party who is not under any obligation of confidentiality in respect of it.

16.4 The obligations of confidentiality in this Clause 16 shall survive termination or expiry of this Agreement for a period of five (5) years.

17. WARRANTIES AND REPRESENTATIONS

17.1 Fast Ledger warrants that:

- (a) it has the right, power and authority to enter into this Agreement and to grant the licences and rights contemplated herein;
- (b) the Platform will perform materially in accordance with the Documentation during the Subscription Period; and
- (c) it will comply with applicable Data Protection Legislation in its processing of personal data under this Agreement.

17.2 The Customer warrants and represents that:

- (a) it has the right, power and authority to enter into this Agreement and to upload the Customer Data to the Platform;
- (b) all Customer Data uploaded to the Platform is accurate, complete and lawfully held;
- (c) the Customer's use of the Platform will at all times comply with applicable law; and
- (d) where the Customer uses the Transcription Services to record third parties, it has obtained all necessary consents and complied with all applicable legal requirements.

17.3 Except as expressly set out in this Agreement, and to the fullest extent permitted by applicable law, Fast Ledger excludes all implied conditions, warranties, representations and other terms of any kind in respect of the Platform and the services provided hereunder, including (without limitation) any implied warranties as to satisfactory quality, fitness for a particular purpose, non-infringement, or that the Platform will be error-free, uninterrupted, or free from viruses or other harmful components.

17.4 The Platform is not designed or warranted for use in any high-risk environment where failure of the Platform could lead to death, personal injury, or significant financial or physical damage. The Customer assumes all risk in connection with such use.

18. LIMITATION OF LIABILITY

18.1 Nothing in this Agreement shall operate to exclude or restrict either party's liability for:

- (a) death or personal injury caused by its negligence or by the negligence of its employees, officers or sub-contractors;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability that cannot be excluded or limited by applicable law, including under the Consumer Rights Act 2015 where the Customer is a consumer; or
- (d) any liability arising from Fast Ledger's obligations under the Data Protection Legislation.

18.2 Subject to Clause 18.1, Fast Ledger shall not in any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- (a) loss of profits;
- (b) loss of revenue;
- (c) loss of anticipated savings;
- (d) loss of business;
- (e) loss of goodwill;
- (f) loss or corruption of data;
- (g) depletion of goodwill and/or similar losses;
- (h) loss of opportunity;
- (i) any indirect or consequential losses; or
- (j) any penalties, fines or surcharges imposed by HMRC, the AEAT or any other regulatory or governmental authority,

in each case however arising and even if Fast Ledger has been advised of the possibility of such losses.

18.3 Subject to Clauses 18.1 and 18.2, Fast Ledger's total aggregate liability to the Customer in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Agreement, shall not exceed the total Fees paid by the Customer to Fast Ledger in the twelve (12) months immediately preceding the event giving rise to the claim.

18.4 The parties agree that the provisions of this Clause 18 reflect a reasonable allocation of risk between commercially sophisticated parties, having regard to the availability of the Free Trial and the Fees payable under this Agreement.

19. SUSPENSION OF ACCESS

19.1 Fast Ledger may, without prejudice to its other rights, immediately suspend the Customer's access to the Platform (in whole or in part) without liability if:

- (a) Fast Ledger reasonably suspects that the Customer or any Authorised User is in material breach of this Agreement;
- (b) the Customer fails to pay any Fees by the due date;
- (c) Fast Ledger is required to do so by law, regulation, or order of a competent authority;

- (d) Fast Ledger reasonably determines that suspension is necessary to protect the security or integrity of the Platform or of other customers' data;
- (e) the Customer becomes subject to insolvency proceedings, including administration, liquidation, receivership or a voluntary arrangement; or
- (f) Fast Ledger needs to carry out emergency maintenance or security patching.

19.2 Fast Ledger will use reasonable endeavours to notify the Customer prior to suspension (except in cases of emergency or legal prohibition) and will restore access as soon as reasonably practicable following resolution of the relevant issue.

20. TERM AND TERMINATION

20.1 This Agreement shall commence on the date the Customer first registers for the Platform or accepts these Terms and Conditions (whichever is earlier) and shall continue for the initial Subscription Period, and thereafter shall automatically renew for successive Subscription Periods of the same duration unless and until terminated in accordance with this Clause 20.

20.2 Either party may terminate this Agreement on written notice if:

- (a) the other party commits a material breach of this Agreement and, if capable of remedy, fails to remedy such breach within thirty (30) days of receiving written notice requiring it to do so; or
- (b) the other party enters into or proposes any composition, assignment or arrangement with or for the benefit of its creditors, or is subject to an order or resolution for its administration, liquidation or winding up.

20.3 Fast Ledger may terminate this Agreement for convenience on not less than thirty (30) days' written notice to the Customer, in which case Clause 7.4 shall apply.

20.4 On termination or expiry of this Agreement for any reason:

- (a) all rights granted to the Customer under this Agreement shall cease immediately;
- (b) the Customer shall immediately cease all use of the Platform;
- (c) Fast Ledger shall make the Customer's data available for export for a period of thirty (30) days following termination, after which it may be permanently deleted, subject to applicable legal retention obligations; and
- (d) any accrued rights, remedies, obligations or liabilities of either party as at termination shall not be affected.

20.5 Clauses which by their nature should survive termination shall do so, including without limitation Clauses 7, 14, 15, 16, 18, 21, 23 and 24.

21. FORCE MAJEURE

21.1 Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement (other than an obligation to pay money) to the extent that such delay or failure results from circumstances beyond that party's reasonable control, including without limitation acts of God, fire, flood, earthquake, epidemic, pandemic, strikes or industrial action, war, terrorism, riot or civil commotion, failure of utilities, internet service provider failures, or actions or omissions of any governmental or regulatory authority ("Force Majeure Event").

21.2 The party affected by a Force Majeure Event shall promptly notify the other party in writing of the nature, expected duration and likely effect of the Force Majeure Event, and shall use reasonable endeavours to mitigate its effects. If the Force Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement on written notice, in which case Clause 7.4 shall apply.

22. THIRD-PARTY SERVICES AND LINKS

22.1 The Platform integrates with and may provide links to third-party websites, applications, APIs and services, including (without limitation) HMRC systems, Open Banking providers, Deepgram, payment processors and other technology providers ("Third-Party Services"). These Third-Party Services are not under the control of Fast Ledger and Fast Ledger makes no representation or warranty of any kind regarding the accuracy, availability, reliability, security or legality of any Third-Party Service.

22.2 The Customer's use of any Third-Party Service is subject to the terms and conditions and privacy policies of the relevant third party. Fast Ledger shall have no liability whatsoever for the acts or omissions of any third party, including any failure, outage, data breach or inaccuracy affecting any Third-Party Service.

22.3 Fast Ledger does not endorse any Third-Party Service and the inclusion of any Third-Party Service integration within the Platform does not constitute a recommendation of or endorsement for that third party.

23. AMENDMENTS TO THIS AGREEMENT

23.1 Fast Ledger may amend this Agreement at any time by providing not less than thirty (30) days' written notice to the Customer, which may be given by email to the address registered by the Customer, by in-platform notification, or by posting an updated version of this Agreement on the Platform. The continued use of the Platform after the expiry of the notice period shall constitute the Customer's acceptance of the amended terms.

23.2 No variation to this Agreement by the Customer shall be valid unless made in writing and countersigned by a duly authorised representative of Fast Ledger.

24. GENERAL PROVISIONS

24.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, warranties and understandings (whether written or oral) between the parties relating thereto. Each party acknowledges that it has not relied upon any representation, warranty or undertaking not expressly set out in this Agreement.

24.2 Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

24.3 Waiver. No failure or delay by either party to exercise any right or remedy under this Agreement shall constitute a waiver of that right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

24.4 Assignment. The Customer may not assign, transfer, sub-licence or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of Fast Ledger. Fast Ledger may assign or transfer this Agreement or any of its rights or obligations hereunder to any affiliate, successor or acquirer of Fast Ledger's business or assets without the Customer's consent, provided that it gives reasonable written notice to the Customer.

24.5 Notices. All notices required or permitted under this Agreement shall be in writing and delivered by email to: (i) in the case of Fast Ledger, to support@fastledger.co.uk; and (ii) in the case of the Customer, to the email address registered with the Customer's account. A notice sent by email shall be deemed received at the time of successful transmission unless the sender receives an automated notification of non-delivery.

24.6 Third Party Rights. This Agreement is made for the benefit of the parties only and no third party shall have any rights under or in connection with it pursuant to the Contracts (Rights of Third Parties) Act 1999, except to the extent expressly stated otherwise in this Agreement.

24.7 Relationship of Parties. Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency or employment relationship between the parties. Neither party has authority to bind the other in any way.

24.8 Language. This Agreement is made in the English language. In the event of any inconsistency between an English version and any translation, the English version shall prevail.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1 This Agreement and any dispute or claim arising out of or in connection with it or its 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.

25.2 The parties irrevocably agree 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, its subject matter or its formation.

25.3 Notwithstanding Clause 25.2, Fast Ledger reserves the right to apply to any court of competent jurisdiction for emergency, interim or injunctive relief to protect its Intellectual Property Rights, Confidential Information, or any other proprietary rights.

25.4 Without prejudice to either party's right to seek urgent judicial relief, the parties agree to attempt in good faith to resolve any dispute arising between them under this Agreement by negotiation and escalation to senior management before commencing formal proceedings.

25.5 For Spanish Users, this Agreement remains governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. Nothing in this Agreement affects any mandatory consumer or business protection rights that Spanish Users may be entitled to under mandatory provisions of Spanish law that cannot be derogated from by agreement.