

## TERMS OF USE

Please read these Terms of Use (the "**Terms**") carefully. By using the oneVASTwarehouse services in order register a Listing, purchase warehousing space notified by oneVAST Limited ("**oneVAST**", "**us**", "**our**" or "**we**") to you and in the receipt of associated services (the "**OneVast Services**"), you agree to comply with and be bound by these Terms.

1. These Terms (together with the other policy documents referred to below) constitute a legally binding agreement between you and us governing your access to and use of the oneVAST Services.

### About us

- 1.1. We, **ONEVAST Limited**, are a company registered in England and Wales under company number **08998676** whose registered office is at Wincanton, Methuen Park, Chippenham, Wiltshire SN14 0WT.
- 1.2. You can contact us by email at [sales@onevastwarehouse.com](mailto:sales@onevastwarehouse.com).

## 2. Scope of Services

- 2.1. The oneVAST Services enables registered users ("**Members**", or "**you**") to register available storage space within the United Kingdom with the OneVast team ("Listings") which they can provide to other Members for their storage requirements (the "**Services**").
- 2.2. For the purposes of these Terms:
  - 2.2.1. those Members who use the oneVAST Services to register Listings to provide the Services will be referred to as the "**Seller**";
  - 2.2.2. those Members who use the oneVAST Services to register a warehousing space requirement and purchase the Services in relation to a Listing will be referred to as the "**Buyer**";
  - 2.2.3. where the Buyer purchases the Services from the Seller in response to an introduction from the OneVast team to a Listing, this will be referred to as a "**Transaction**";
  - 2.2.4. the terms and conditions applicable to the sale of the Services between the Buyer and Seller in relation to a Transaction (the pro forma of which is set out Schedule 1) will be referred to as a "**Warehousing Agreement**";
  - 2.2.5. the total amount payable for the Transaction agreed between the Buyer and the Seller (excluding all applicable taxes in connection with the Transaction which will be payable by the Buyer in addition to oneVAST fees) will be referred to as the "**Purchase Fee**";
  - 2.2.6. The Purchase Fee (excluding all applicable taxes in connection with the Transaction) will be payable one week in arrears by the Buyer, will be referred to as the "**Weekly Purchase Fee**".
  - 2.2.7. the Purchase Fee, together with all applicable taxes which are payable in connection with the Transaction, will be referred to as the "**Total Price**";
  - 2.2.8. the Weekly Purchase Fee, together with all applicable taxes which are payable in connection with the Transaction, will be payable in weekly instalments and referred to as the "**Total Weekly Price**";

- 2.2.9. **“United Kingdom”** means England, Wales, Scotland and Northern Ireland; and
- 2.2.10. **“VAT”** means value added tax.
- 2.3. These Terms apply only to your use of our oneVAST Services. The Buyer and the Seller shall enter into a Warehousing Agreement. Save for the Order Form which sets out the commercial details of the Transaction, the Warehousing Agreement shall not be amended and once signed, a copy shall be supplied to and retained by us.
- 2.4. We are not and do not become a party to or other participant in any contractual relationship between Members including the Warehousing Agreement, nor are we a real estate broker or insurer. We are not acting as an agent in any capacity for any Member. As the provider of the OneVast Services, we do not own, create, sell, resell, provide, control, manage, offer, deliver or supply any Listing or Services.
- 2.5. The Seller will be solely responsible for the accuracy of their Listings and Services, including (without limitation):
- 2.5.1. identifying, understanding and complying with all laws, rules and regulations that apply to their Listings and the Services; and
- 2.5.2. obtaining and maintaining any required licences, consents, permits or registrations for any Services it offers.
- 2.6. We have no control over and do not guarantee:
- 2.6.1. the existence, quality, safety, suitability, legality, truth or accuracy of any Listings or Services; or
- 2.6.2. the performance or conduct of any Member (or third party) in connection with a Transaction or otherwise.
- 2.7. If you choose to use the oneVAST Services as a Seller, your relationship with us is limited to being an independent, third party contractor and not an employee, agent, joint venture or partner. You acknowledge and agree that you act exclusively on your own behalf and for your own benefit and not on behalf of or for the benefit of us.

### **3. Changes to these Terms and our other policies**

- 3.1. We make changes to these Terms from time to time. If we make changes to these Terms, we will notify you of the revised terms. By continuing to use and access the oneVAST Services following receipt of notification, you will be deemed to have accepted the change in the Terms.

### **4. Account Set Up (Member Registration)**

- 4.1. You must register with us (a **“oneVAST Registration”**) in order to create a Listings, be notified of a Listing and provide or purchase Services.
- 4.2. In creating a oneVAST Registration, you agree to comply with these Terms and you represent, warrant and undertake to us that:
- 4.2.1. you have the authority to enter into these Terms and to perform your obligations set out in these Terms; and
- 4.2.2. you are not:

- 4.2.2.1.** subject to or the target of a sanction either personally or by virtue of being incorporated, located or otherwise operating in a country or territory which is the subject of a sanction;
- 4.2.2.2.** owned, operated or controlled by a person that is subject to or the target of a sanction; or
- 4.2.2.3.** on or owned, operated or controlled by any person who appears on any list issued or maintained by any sanction authority or is referred to in any list or public announcement issued by any sanction authority, in each case as amended, supplemented or substituted from time to time.

## **5. Terms specific to Buyers**

- 5.1. You may purchase the Services from Sellers by following the booking process and entering into a Warehousing Agreement. Written confirmation of the Total Weekly Price will be presented to you following the end of each week in which the Services have been provided.
- 5.2. You are solely responsible for ensuring that the Listing and the Services meet your requirements.
- 5.3. We will raise invoices for the Total Weekly Price weekly in arrears. All weeks will be calculated from and including Sunday to Saturday. Any Services which you purchase during part of a Sunday to Saturday week will be prorated based on the actual number of days within that week that the Services are provided to you. For example, if you purchase Services on a Thursday, the Purchase Fee will be prorated to 3 days (being Thursday, Friday and Saturday).
- 5.4. You agree to pay the Total Weekly Price in full and cleared funds within 7 days of the date of the relevant invoice in accordance with the invoice provided to you and these Terms.
- 5.5. In addition to these Terms, you must comply with the applicable Warehousing Agreement. If you breach the applicable Warehousing Agreement, you may be prevented from continuing to use the oneVAST Services.
- 5.6. You agree that you will not, for the duration of time that you hold a oneVAST Registration in accordance with the Terms and for a period of 3 years thereafter:
  - 5.6.1. establish or attempt to establish a competing product or service that is the same as or substantially similar to the oneVAST Services within the United Kingdom;
  - 5.6.2. solicit or entice or attempt to solicit or entice any Members away from the oneVAST Services; and
  - 5.6.3. enter into leases or licences of storage space within the United Kingdom outside or independent of the oneVAST with Members that you have entered into Transactions with or otherwise been introduced to or identified using the oneVAST Services.

## **6. Your use of our Services**

- 6.1. You may only use the oneVAST Services for lawful purposes and in compliance with all applicable laws, including without limitation data protection and privacy laws, laws relating to copyright of content and laws relating to anti-money laundering.

- 6.2. When using the oneVAST Services, you must act in good faith at all times with other Members.
- 6.3. In addition, in connection with your use of the oneVAST Services, you will not and you will not allow or enable others to:
  - 6.3.1. breach or circumvent any applicable laws or regulations, agreements with third parties, third party rights or our Terms;
  - 6.3.2. use the OneVast Services to request, accept or make a Transaction independent of or outside of the Warehousing Agreement, whether to circumvent any Service Fee or for any other reason;
  - 6.3.3. NOT USED;
  - 6.3.4. offer and provide, as a Seller:
    - 6.3.4.1. any Listings or Services which you do not have the authority, rights, licences, permits or consents to offer and make available to Members using the Services;
    - 6.3.4.2. any Listings or Services which are misleading or inaccurate; or
    - 6.3.4.3. any Listing or Services for storage space which is located outside of the United Kingdom;
  - 6.3.5. use the oneVAST Services in violation of export laws, controls, regulations or sanction policies of any country.
- 6.4. If you breach any term of these Terms we may take such other actions including, without limitation, legal action as we consider appropriate.
- 6.5. If you breach any term of these Terms, or if we receive a request from a law enforcement authority to do so, we may report your identity, details of any breach and any other information we consider necessary to relevant law enforcement authorities.
- 6.6. A Service Fee only becomes payable upon the completion of a Transaction.
- 6.7. We regularly review the Listings. However, we cannot guarantee that all content in relation to a Listing is accurate, complete or up to date. We therefore make no warranties, representations, undertakings or guarantees that the content on a Listing is accurate, complete or up to date.

## **7. Modifications, cancellations and refunds**

- 7.1. If you wish to modify or cancel a Transaction once a Transaction has been confirmed, you must notify the relevant Member as soon as possible. Any modifications or cancellations of a Transaction must be agreed in writing between the Buyer and the Seller and will be subject to terms of the applicable Warehousing Agreement.
- 7.2. If there is an agreed cancellation or modification of a Transaction and the Seller has agreed to refund the Buyer all or part of the amount it received from the Buyer in connection with the Transaction, the Seller will refund the agreed amount to the Buyer in full ("**Refund Amount**") The Service Fee and the Payment Provider's fee paid in connection with the relevant Transaction are non-refundable and will not be included in the Refund Amount. The Seller will pay the

Refund Amount to us and we will pay the Refund Amount to the Buyer within sixty (60) days of receipt from the Seller.

## **8. Intellectual property rights**

- 8.1. We, or our licensors, own the copyright and all other intellectual property rights in the OneVast data.
- 8.2. You grant to us a non-exclusive, non-transferrable, royalty free licence to use any of your intellectual property rights in the content you provide to us for the purpose of providing the OneVast Services.

## **9. Our liability to you**

- 9.1. Nothing in these Terms limits or excludes our liability to you for:
  - 9.1.1. death or personal injury resulting from negligence;
  - 9.1.2. fraud or fraudulent misrepresentation; or
  - 9.1.3. any other matter for which we are not permitted by law to exclude or limit our liability.
- 9.2. As these Terms govern your access to and use of the oneVAST Services, all warranties, conditions and other terms relating to the oneVAST Services which would otherwise be implied by law (whether by statute, common law or otherwise) are excluded.
- 9.3. Subject to clause 12.1, we will not be liable to you, whether in contract, tort (including without limitation negligence), misrepresentation, restitution, under statute or otherwise, for any loss or damage (whether direct, indirect or consequential) arising out of or in connection with:
  - 9.3.1. your receipt of the oneVAST Services;
  - 9.3.2. your use of or reliance upon any information provided to you by us;
  - 9.3.3. any Listing or Services;
  - 9.3.4. any failure of the Seller or the Buyer to comply with these Terms and/ or the applicable Warehousing Agreement .
- 9.4. Subject to clause 12.1 and 12.5, our maximum aggregate liability to you per Transaction, whether in contract, tort (including without limitation negligence), misrepresentation, restitution, under statute or otherwise, will not exceed the lower of:
  - 9.4.1. £1,000; or
  - 9.4.2. the Service Fee paid or payable to us in respect of the relevant Transaction to which the claim relates.
- 9.5. Subject to clause 12.1, we will not have any liability to you, whether in contract, tort (including without limitation negligence), misrepresentation, restitution, under statute or otherwise, for any:
  - 9.5.1. loss of profit (whether direct, indirect or consequential);
  - 9.5.2. loss of revenue or anticipated savings (whether direct, indirect or consequential);

- 9.5.3. loss of bargain (whether direct indirect or consequential);
- 9.5.4. liability you have to third parties (whether direct, indirect or consequential); and
- 9.5.5. indirect, consequential or special loss.

## **10. Indemnification**

- 10.1. You will indemnify us from and against any claims, liabilities, damages, losses and expenses (including reasonable professional fees) which we suffer or incur or may suffer or incur as a result of or in connection with:
  - 10.1.1. your breach of these Terms and/or the terms and the applicable Warehousing Agreement;
  - 10.1.2. a Transaction;
  - 10.1.3. your improper use of the OneVast Services;
  - 10.1.4. your interaction with any Member;
  - 10.1.5. your breach of any laws, regulations or third party rights; and
  - 10.1.6. any damage to or improper use of any storage space leased or licenced as part of a Transaction.

## **11. Term and Termination**

- 11.1. These Terms will be effective until terminated by you or us in accordance with these Terms.
- 11.2. You may terminate your oneVAST Registration at any time upon providing us with at least 14 days; written notice providing there are no current or pending Transactions. Within 14 days following receipt of your request to terminate we will deregister your oneVAST Registration. Upon the deregistration your OneVast Registration, we reserve the right to retain your account data.
- 11.3. We may deregister your oneVAST Registration if you:
  - 11.3.1. commit a material breach of these Terms which is incapable of remedy, or where capable of remedy, you fail to remedy within 30 days of us notifying you to remedy the breach; or
  - 11.3.2. have a receiver or administrator appointed over any of your assets, undertaking or income;
  - 11.3.3. are subject to a winding up order or petition;
  - 11.3.4. cease to trade or are unable to pay your debts as and when they fall due;
  - 11.3.5. propose, make or are subject to:
    - 11.3.5.1. a company voluntary arrangement;
    - 11.3.5.2. a composition with creditors generally; or
    - 11.3.5.3. an application to a court of competent jurisdiction for protection from your creditors generally.

- 11.4. We may suspend access to your oneVAST Registration immediately and for such period as we deem necessary in our sole discretion where we reasonably suspect that you are in breach of these Terms and/or any applicable laws in connection with your oneVAST Registration.

## **12. Entire Agreement**

- 12.1. These Terms (together with the policy documents referred to at the start of these Terms) constitute the entire agreement between you and us and supersede any prior agreement or arrangement in respect of its subject matter and:

- 12.1.1. you have not entered into these Terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement (whether made by us or any other party and whether made to you or any other party) which is not expressly set out in these Terms;
- 12.1.2. the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entering into these Terms and which is expressly set out in these Terms will be for breach of contract; and
- 12.1.3. nothing in this clause 15 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

## **13. Severance**

- 13.1. If any term of these Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful void or unenforceable, it will be deemed to be severed from these Terms and this will not affect the remainder of these Terms which will continue in full force and effect.

## **14. No Waiver**

- 14.1. A delay in exercising or failure to exercise a right or remedy under or in connection with these Terms will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

## **15. Assignment and Sub-contracting**

- 15.1. You are not permitted to assign, novate, transfer or otherwise deal in any manner with any or all of your rights or obligations under these Terms without our prior written consent.

## **16. Governing law and jurisdiction**

- 16.1. These Terms (and any non-contractual obligations arising out of or in connection with them) are governed by the law of England and Wales and the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including without limitation in relation to any non-contractual obligations).





**Signature .....**

**Name .....**

**Title .....**

**Date .....**

**For and on behalf of [Buyers name]**

**Signature .....**

**Name .....**

**Title .....**

**Date .....**

**For and on behalf of ONEVAST LIMITED**