

Forbidden

Forbidden General Terms of Business

Version 2.0

Effective from 13 September 2026



These General Terms of Business apply to services supplied by Forbidden Marketing Limited, a company incorporated in England and Wales with company number 12108059, whose registered office is at The Leeming Building, Ludgate Hill, Leeds, LS2 7HZ, United Kingdom ("Forbidden", "we", "us" or "our").

These Terms are intended to be incorporated into Forbidden payment-link or invoice purchases and signed Project Agreements.

They must be read with the applicable Service Terms, Project Agreement, Pricing Schedule, Project Schedule, Statement of Work, approved Blueprint, Final Technical Specification, Approved Change and Data Processing Appendix, where applicable.

1. Application, Contract Formation and Order of Precedence

1.1 Application

These Terms apply to all Services supplied by Forbidden to the Client where they are incorporated into the applicable Contract.

These Terms and the Services are supplied on a business-to-business basis only.

The Client confirms that it is purchasing the Services in the course of its trade, business, craft or profession and not as a consumer acting wholly or mainly outside those purposes.

1.2 Contract Formation

A Contract is formed when:

- a) a Project Agreement is signed by both Parties;
- b) an authorised person completes a payment-link purchase that expressly incorporates these Terms and the applicable Service Terms; or
- c) an authorised person pays an invoice where the invoice or associated purchase information expressly identifies these Terms and the applicable Service Terms before payment.

No separate signature is required for a payment-link or invoice purchase unless the applicable Service Terms expressly require one.

The resulting agreement is referred to in these Terms as the "Contract".

1.3 Contract Documents

Depending on the Services purchased, the Contract may consist of:

- a) the applicable Project Agreement, payment-link confirmation or invoice purchase details;
- b) the applicable Service Terms;
- c) these Terms;

- d) the Data Processing Appendix, where applicable;
- e) any applicable Pricing Schedule;
- f) any client-specific Project Schedule or Statement of Work;
- g) any approved Blueprint;
- h) any Final Technical Specification;
- i) any applicable specialist scope or appendix; and
- j) any Approved Change.

A document forms part of the Contract only where it is expressly incorporated or made applicable through the relevant contracting route.

1.4 Order of Precedence

If there is a conflict between documents forming the Contract, the following order of precedence applies:

- a) any Approved Change, but only in relation to the matter it expressly changes;
- b) the applicable Project Agreement, payment-link confirmation, invoice purchase details or Pricing Schedule in relation to the agreed commercial terms;
- c) the Data Processing Appendix, but only in relation to Processing of Personal Data;
- d) any client-specific Project Schedule, Statement of Work, approved Blueprint or Final Technical Specification, but only in relation to the detailed delivery, technical or Acceptance Criteria matters it addresses and subject to the commercial scope agreed under paragraph (b);
- e) any applicable specialist scope or appendix;
- f) the applicable standard Service Terms; and
- g) these Terms.

For the avoidance of doubt, a Project Schedule, Statement of Work, Blueprint, Final Technical Specification, Customer Portal record, task, meeting note, recommendation or other delivery document does not by itself:

- a) increase the Charges;
- b) materially expand the commercial scope;
- c) change an Engagement Window; or
- d) vary another contractual obligation,

unless that change is expressly agreed through an Approved Change or another applicable contracting mechanism.

1.5 Online Terms and Versions

The version of each online contractual document identified when the Contract is formed applies to that Contract.

Forbidden may update its standard terms for future purchases or engagements.

A later website or Legal Centre update does not retrospectively change an existing fixed Contract.

For continuing or recurring Services, revised terms may apply prospectively only where permitted by the applicable Contract and following any required notice, renewal or acceptance process.

2. Definitions and Interpretation

2.1 Definitions

In these Terms:

“Acceptance Criteria” means the criteria expressly identified in the applicable Contract document against which a Deliverable or Service is to be assessed.

“Approved Change” means a Written change to the Services, Deliverables, Charges, timetable, Engagement Window, assumptions, dependencies, responsibilities or Acceptance Criteria approved by an Authorised Representative of each Party.

“Authorised Representative” means a person authorised to make binding decisions for the relevant Party.

“Background IP” means intellectual property owned, developed or acquired by a Party independently of the Client-specific Services, including Forbidden’s reusable tools, templates, frameworks, code, methodologies, processes, know-how and techniques.

“Blueprint” means a project-specific delivery document prepared or approved as part of the Services that records detailed processes, configuration, workstreams, responsibilities, dependencies, Deliverables, Acceptance Criteria or other delivery requirements within the commercial scope already agreed.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Charges” means the fees, expenses, third-party costs and applicable taxes payable by the Client under the Contract.

“Client” means the person or legal entity purchasing or receiving the Services in the course of its trade, business, craft or profession.

“Client Materials” means all information, data, content, branding, credentials, systems, instructions, assets and other materials supplied by or on behalf of the Client.

“Client-side Delay” means a delay caused or materially contributed to by the Client’s failure to provide required access, approvals, information, decisions, Client Materials, licences, permissions, stakeholder availability, testing, cooperation or another Client dependency.

“Confidential Information” means information that is marked confidential or would reasonably be understood to be confidential, including commercial, financial, technical, security, pricing, project and customer information.

“Data Processing Appendix” or “DPA” means Forbidden’s applicable data-processing terms incorporated into the Contract where Forbidden Processes Personal Data on behalf of the Client.

“Deliverables” means the items expressly identified as deliverables in the applicable Service Terms, Project Agreement, Project Schedule, Statement of Work, approved Blueprint, Final Technical Specification or Approved Change.

“Effective Date” means:

- a) for a signed Project Agreement, the effective date stated in that Agreement or, if none is stated, the date on which the Agreement is signed by the last Party to sign it; and
- b) for a payment-link or invoice purchase, the date on which the relevant payment is successfully completed,

unless the applicable Contract expressly provides otherwise.

“Engagement Window” means the maximum contractual period identified in the applicable Contract within which the relevant Services are to be delivered.

The Engagement Window begins on the Service Start Date and continues for the period stated in the applicable Contract.

The Engagement Window is the maximum period available for delivery of the relevant Services and is not an estimate of the amount of active delivery time required to perform those Services.

Client-side Delay, rescheduling, missed Client dependencies, lack of Client availability, delayed access, delayed approvals or another period during which Forbidden is unable to progress because of the Client does not pause, suspend or automatically extend the Engagement Window.

Any extension to the Engagement Window must be expressly agreed in Writing or through an Approved Change where required.

“Final Technical Specification” means the approved detailed technical specification for applicable technical or integration Services.

“Force Majeure Event” means an event beyond the reasonable control of the affected Party which prevents or materially delays performance, subject to Section 12.

“Foreground IP” means intellectual property created specifically and exclusively for the Client as a Deliverable in providing the Services, excluding Background IP and third-party materials.

“Functional Go Live” means the point at which an applicable implementation or technical Deliverable is accepted or deemed accepted and is materially ready for the operational use described in the applicable Contract.

“Personal Data”, “Process”, “Processing”, “Controller” and “Processor” have the meanings given by applicable data protection law.

“Project Agreement” means a signed client-specific agreement governing an Onboarding & Implementation, Optimisation, CMS / Website, Technical Integration or other defined project.

“Project Schedule” means a client-specific schedule, statement, specification or similar document expressly incorporated into the Contract.

“Service Start Date” means the date from which the applicable Engagement Window or other agreed Service period begins.

Unless the applicable Contract expressly states another Service Start Date:

- a) for a signed Project Agreement, the Service Start Date is the date of the initial project Kick-off Call or equivalent initial delivery, onboarding, discovery or mobilisation session;
- b) for Services purchased through a payment link, the Service Start Date is the date of successful payment, unless the payment link or associated purchase information identifies a different start date or commencement trigger;
- c) for Services purchased through an invoice, the Service Start Date is the date of payment of the applicable invoice, unless the invoice or associated purchase information identifies a different start date or commencement trigger; and
- d) where the applicable Contract identifies another agreed commencement event, milestone or date, that event, milestone or date is the Service Start Date.

“Service Terms” means the applicable Forbidden standard service terms, standard scope or other service-specific contractual document incorporated into the Contract.

“Services” means the services expressly included under the applicable Contract.

“Writing” or “Written” means a written record, including email and the Forbidden Customer Portal where the Contract permits the relevant communication, instruction or approval to be given through that method.

2.2 Interpretation

References to “including” or “includes” mean including without limitation.

A reference to a person includes an individual, company, partnership, public body or other legal entity.

Headings are for convenience and do not affect interpretation.

References to legislation include amendments and replacement legislation from time to time.

3. Services and Client Responsibilities

3.1 Services

Forbidden shall provide the Services:

- a) with reasonable skill and care;

- b) materially in accordance with the applicable Contract; and
- c) using appropriately skilled personnel.

The precise scope, Deliverables, limits, exclusions, responsibilities and delivery arrangements are determined by the applicable Service Terms and client-specific Contract documents.

3.2 Remote Delivery and Onsite Services

Unless expressly agreed otherwise in Writing, all Services are provided remotely.

Where Forbidden agrees in Writing to provide any Services at the Client's premises or another physical location:

- a) the onsite Services and location must be agreed in advance in Writing;
- b) Forbidden may charge additional Charges for the time reasonably required for travel to and from the agreed location, with the applicable travel-time Charges to be agreed in Writing before the onsite Services are provided;
- c) the Client shall reimburse Forbidden for reasonable travel, accommodation, subsistence and other expenses reasonably incurred in providing the onsite Services; and
- d) any such additional Charges and expenses shall be payable by the Client in accordance with the applicable Contract.

Where reasonably practicable, Forbidden shall notify the Client of any material anticipated additional Charges and expenses for onsite delivery before they are incurred.

3.3 Client Responsibilities

The Client shall:

- a) provide timely and accurate information, instructions and Client Materials;
- b) provide appropriate system access, permissions and licences;
- c) make appropriately authorised stakeholders available;
- d) provide decisions, approvals and consolidated feedback within reasonable timescales;
- e) carry out Client responsibilities and dependencies identified in the Contract;
- f) participate reasonably in testing, UAT and acceptance activity where applicable;
- g) maintain appropriate backups before material configuration, migration, import, integration or development work;
- h) ensure Client Materials and instructions supplied to Forbidden are lawful and do not infringe third-party rights; and
- i) cooperate reasonably with Forbidden in providing the Services.

3.4 Client Project Owner and Authorised Representative

Where the applicable Contract identifies a Client project owner, that person shall act as Forbidden's principal operational contact and coordinate Client stakeholders, actions and

consolidated feedback.

Where the Contract identifies a Client Authorised Representative, Forbidden may reasonably rely on that person's approvals and binding decisions within their stated authority.

The same person may hold both roles.

3.5 Client Materials

Forbidden is entitled to rely reasonably on Client Materials and information supplied by or on behalf of the Client.

Forbidden is not responsible for an error, delay or additional work caused by materially inaccurate, incomplete, unlawful or misleading Client Materials, except to the extent Forbidden knew or reasonably should have known of the issue and failed to raise it.

4. Charges and Payment

4.1 Charges

The Client shall pay the Charges stated in the applicable payment link, invoice, Project Agreement, Pricing Schedule or other Contract document through which the relevant Services are purchased or agreed.

Charges are exclusive of VAT unless expressly stated otherwise.

VAT shall be charged at the applicable rate.

4.2 Payment Schedule

The applicable payment schedule is the payment schedule stated in the relevant:

- a) payment link;
- b) invoice;
- c) Project Agreement;
- d) Pricing Schedule; or
- e) other applicable Contract document through which the relevant Services are purchased or agreed.

Where more than one Contract document refers to Charges or payment timing, the order of precedence in Section 1.4 applies.

Unless expressly stated otherwise, payment obligations are not conditional upon:

- a) Client adoption;
- b) internal Client approval;
- c) a commercial outcome;
- d) completion of optional work; or

- e) matters outside Forbidden's reasonable control.

4.3 Invoices

Where an invoice is issued, the Client shall pay the invoice by its stated due date.

If no due date is stated, payment is due within fourteen (14) calendar days of the invoice date.

The Client shall notify Forbidden promptly of any genuine invoice dispute and provide reasonable details.

The undisputed portion remains payable when due.

4.4 Late Payment

Forbidden may charge interest and claim applicable statutory compensation on overdue undisputed amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where applicable.

4.5 No Set-off

Except where required by law, the Client shall pay undisputed Charges without set-off, counterclaim, deduction or withholding.

4.6 Third-party Costs

The Client is responsible for third-party Charges expressly identified as Client costs under the Contract.

Forbidden shall not incur a material additional third-party cost on the Client's behalf without prior approval where such approval is reasonably practicable.

5. Changes to the Services

5.1 Change Requests

Either Party may propose a change to the Services.

Forbidden shall determine whether a requested change:

- a) is already included within the Contract;
- b) can reasonably be accommodated without a material contractual change; or
- c) requires an Approved Change or separate Contract.

5.2 Approved Changes

Where a proposed change materially affects scope, Deliverables, Charges, Engagement Window, delivery dates, responsibilities, dependencies or Acceptance Criteria, the Parties shall agree an

Approved Change before the relevant changed or additional work begins.

An Approved Change should identify, as applicable:

- a) the change;
- b) the reason for the change;
- c) affected Deliverables or Services;
- d) additional or reduced Charges;
- e) timetable or Engagement Window impact;
- f) responsibility changes; and
- g) revised Acceptance Criteria.

5.3 No Implied Scope Expansion

A discussion, recommendation, Customer Portal task, Blueprint entry, meeting note, email, technical finding or Client request does not by itself expand the commercial scope.

If no Approved Change is agreed, the existing Contract continues unchanged.

6. Client-side Delay and Suspension

6.1 Client-side Delay

Where Client-side Delay materially affects Forbidden's ability to provide the Services, Forbidden may:

- a) reschedule sessions or project activities;
- b) reallocate resources;
- c) revise indicative delivery dates;
- d) move an intended Functional Go Live or Project Completion date; and
- e) issue a revised delivery plan.

Client-side Delay does not pause, suspend or automatically extend the Engagement Window.

"Where Client-side Delay" means that some or all of the Services cannot reasonably be completed within the Engagement Window, Forbidden may:

- a) reschedule the affected Services subject to resource availability;
- b) agree an extension to the Engagement Window through an Approved Change; or
- c) where appropriate, treat the affected Services as not completed because of Client-side Delay rather than a failure by Forbidden to perform the Contract.

Any material resulting change to Services, Charges or the Engagement Window shall be dealt with through an Approved Change where required.

Unless the applicable Contract expressly states otherwise, Client-side Delay does not postpone

payment obligations.

6.2 Suspension for Non-payment

If an undisputed amount remains overdue after Forbidden has given reasonable Written notice requiring payment, Forbidden may suspend affected Services until the overdue amount is paid.

Forbidden shall use reasonable efforts to resume the affected Services within a reasonable period after payment, subject to resource availability.

Suspension does not automatically extend an Engagement Window, service period, monthly allowance, validity period or other time-limited entitlement.

6.3 Other Suspension Rights

Forbidden may suspend affected Services where continued performance would create a material legal, regulatory, security or operational risk.

Where reasonably practicable, Forbidden shall notify the Client before suspension and explain what must be done before the Services can resume.

6.4 Third-party Dependencies

Forbidden is not responsible for delay or failure caused by the Client, a third-party provider, a third-party platform or a Force Majeure Event, except to the extent caused or materially increased by Forbidden's breach.

7. Term, Termination and Consequences

7.1 Term

The Contract begins on the applicable Effective Date and continues until the Services have been completed or the applicable service term expires, unless terminated earlier in accordance with the Contract.

A recurring service continues for its stated minimum term and thereafter in accordance with the applicable Service Terms.

7.2 No Termination for Convenience for Fixed Projects

A fixed Project Agreement is a commitment by the Client to purchase the whole Project for the Charges agreed in the applicable Contract.

Neither Party may terminate a fixed Project Agreement for convenience unless the applicable Project Agreement expressly states otherwise.

The Client may not cancel, abandon, pause indefinitely or otherwise cease participation in a fixed Project so as to avoid Charges that it has committed to pay under the Contract.

Where the Client elects not to continue with a fixed Project in circumstances where it has no contractual right to terminate, the agreed Project Charges remain payable in accordance with the applicable payment schedule.

Forbidden shall not be required to continue performing Services where the Client has instructed Forbidden to stop work, withdrawn necessary access or cooperation, or otherwise made continued performance impracticable.

Cancellation and termination rights for recurring or standard Services are determined by the applicable Service Terms.

7.3 Termination for Breach or Insolvency

Either Party may terminate the Contract by Written notice where the other Party:

- a) commits a material breach and, where the breach can be remedied, fails to remedy it within fifteen (15) Business Days after receiving Written notice requiring it to do so;
- b) becomes insolvent, enters liquidation, administration, receivership or another analogous insolvency or restructuring procedure, to the extent that termination on that basis is permitted by applicable law; or
- c) ceases, or threatens to cease, carrying on all or a material part of its business.

Nothing in this Section permits Forbidden to exercise a termination right that is prohibited or suspended by applicable insolvency law.

7.4 Termination Following Prolonged or Repeated Suspension

Forbidden may terminate the affected Contract where the Services have been suspended for more than thirty (30) calendar days because of non-payment or Client-side Delay and the Client fails to resolve the issue within ten (10) Business Days after receiving a further Written notice.

Where, during the same Contract, the Services have previously been suspended because of non-payment or Client-side Delay and Forbidden has subsequently resumed the Services following resolution of that issue, Forbidden may terminate the affected Contract immediately by Written notice if a further suspension arises because of non-payment or Client-side Delay.

For the purposes of this Section, Forbidden is not required to provide a further cure period in respect of that subsequent suspension.

Termination under this Section is subject to the consequences set out in Section 7.5.

7.5 Consequences of Expiry or Termination

Expiry or termination does not affect rights, payment obligations or liabilities accrued before it takes effect.

The Client shall pay:

- a) all undisputed Charges that have already become due;
- b) Charges for Services properly performed up to the termination date;

- c) approved, unavoidable and non-refundable third-party costs incurred in connection with the Services; and
- d) any other Charges expressly stated in the applicable Contract to remain payable following termination.

Where a fixed Project ends because:

- a) the Client elects to stop, cancel or abandon the Project without a contractual right to terminate;
- b) Forbidden terminates because of the Client's material breach;
- c) Forbidden terminates following prolonged or repeated suspension under Section 7.4; or
- d) the Client otherwise prevents Forbidden from completing the Project without a contractual basis for doing so,

the Client remains liable for the full agreed Charges for that fixed Project, including instalments which have not yet fallen due.

Forbidden shall give credit for any material third-party cost expressly included within those Charges which Forbidden has not incurred and can reasonably avoid as a direct result of the early end of the Project.

Where the Client validly terminates because of Forbidden's material breach, the Client shall not be required to pay Charges attributable to Services that Forbidden will no longer provide as a result of that termination, and Forbidden shall refund prepaid Charges relating to Services that have not been properly performed.

Subject to payment of undisputed amounts due, Forbidden shall provide the Client with completed Deliverables and Client data in its possession where reasonably practicable and permitted by law.

Sections relating to payment, intellectual property, confidentiality, data protection, liability and any other provisions intended by their nature to continue shall survive expiry or termination.

8. Intellectual Property Rights

8.1 Client Materials

The Client retains ownership of Client Materials.

The Client grants Forbidden a non-exclusive, royalty-free licence to use, reproduce, modify and otherwise process Client Materials to the extent reasonably required to provide the Services and meet Forbidden's obligations under the Contract.

8.2 Forbidden Background IP

Forbidden retains ownership of all Forbidden Background IP.

Nothing in the Contract transfers ownership of Forbidden Background IP to the Client.

8.3 Client-specific Foreground IP

Subject to full payment of the applicable Charges, Forbidden assigns to the Client all intellectual property rights owned by Forbidden in Foreground IP created specifically and exclusively for the Client under the Contract.

Foreground IP excludes:

- a) Forbidden Background IP;
- b) HubSpot or other third-party materials, technology or intellectual property;
- c) open-source software;
- d) generally reusable components, techniques, methods, processes and know-how; and
- e) material that Forbidden does not have the right to assign.

8.4 Embedded Background IP

Where Forbidden Background IP is incorporated into a Client Deliverable and is reasonably necessary for the Client to use that Deliverable, Forbidden grants the Client a perpetual, non-exclusive, worldwide, royalty-free licence to use that Background IP solely as incorporated into and necessary to use the relevant Deliverable for the Client's own business purposes.

The Client may permit its employees, professional advisers, contractors and service providers to use the relevant Deliverable on its behalf for those purposes.

The licence does not permit the Client to extract, resell, commercially licence or distribute Forbidden Background IP as a standalone product.

8.5 Third-party Materials

Third-party materials remain subject to their applicable third-party terms and licences.

The Client is responsible for obtaining and maintaining third-party licences identified as Client responsibilities under the Contract.

8.6 Client Warranty

The Client warrants that Forbidden's authorised use of Client Materials in accordance with the Contract will not knowingly infringe third-party intellectual property rights.

The Client shall notify Forbidden promptly if it becomes aware of any relevant third-party claim.

8.7 Marketing and Portfolio Use

Forbidden may identify the Client as a customer and may use the Client's name and logo in ordinary customer lists, credentials, proposals, presentations and other general marketing materials.

Forbidden may also refer to, quote or reproduce reviews, ratings, feedback or endorsements that

the Client has:

- a) provided directly to Forbidden for publication or promotional purposes; or
- b) made publicly available,

provided that Forbidden does not materially alter the meaning or context of that review, rating, feedback or endorsement.

Forbidden shall not disclose or use the Client's Confidential Information for marketing purposes.

Forbidden shall obtain the Client's prior Written approval before publishing:

- a) project-specific details that are not already public;
- b) performance information or results;
- c) screenshots or images of the Client's systems, portal, data or Deliverables;
- d) a detailed case study; or
- e) a bespoke testimonial created from or about the Services,

unless the relevant material has already been expressly approved by the Client for that purpose.

Nothing in this Section permits Forbidden to imply that the Client endorses Forbidden or the Services beyond the content of any review, rating, feedback or endorsement actually provided by the Client.

9. Confidentiality

9.1 Confidentiality Obligations

Each Party shall:

- a) keep the other Party's Confidential Information confidential;
- b) use it only for the purposes of the Contract;
- c) disclose it only to personnel, professional advisers, contractors and subcontractors who reasonably need access and are subject to appropriate confidentiality obligations; and
- d) protect it using reasonable security measures.

9.2 Exclusions

Confidential Information does not include information that the receiving Party can demonstrate:

- a) is or becomes public other than through breach of the Contract;
- b) was lawfully known to it without confidentiality restriction before disclosure;
- c) was lawfully received from a third party without confidentiality restriction; or
- d) was independently developed without use of the disclosing Party's Confidential Information.

9.3 Required Disclosure

A Party may disclose Confidential Information where required by law, regulation, court order or competent authority.

Where legally permitted, it shall give the other Party reasonable prior notice.

9.4 Duration

The confidentiality obligations continue for five (5) years after termination or expiry of the Contract.

Obligations relating to trade secrets continue for so long as the relevant information remains a trade secret.

10. Data Protection

10.1 Compliance

Each Party shall comply with the data-protection and privacy laws applicable to that Party and to the relevant Processing of Personal Data.

Nothing in the Contract requires either Party to act in a manner that would cause it to breach applicable data-protection law.

10.2 Processor Services

Where Forbidden Processes Personal Data on behalf of the Client as a Processor, the Data Processing Appendix applies to that Processing and takes precedence in accordance with Section 1.4.

The Data Processing Appendix sets out the Parties' respective obligations in relation to that Processing, including where UK data-protection law, EU data-protection law or another applicable data-protection regime applies.

10.3 Independent Controller Activities

Where either Party Processes Personal Data for its own purposes as an independent Controller, that Party is independently responsible for complying with the data-protection law applicable to that Processing.

Forbidden may act as an independent Controller in relation to Personal Data Processed for purposes including:

- a) business administration;
- b) account and client relationship management;
- c) invoicing and financial administration;

- d) legal and regulatory compliance;
- e) information security and fraud prevention;
- f) professional record keeping; and
- g) internal business management.

Processing carried out by a Party in its capacity as an independent Controller is not subject to the Processor obligations in the Data Processing Appendix.

10.4 Client Responsibilities

The Client remains responsible for determining the purposes and means of its own Processing and for ensuring that it has the appropriate lawful basis, notices, rights, permissions and authority required to provide Personal Data to Forbidden and instruct the agreed Processing.

10.5 Allocation of Roles

The description of a Party as Controller, Processor or another data-protection role for one Processing activity does not determine that Party's role for every Processing activity carried out under or in connection with the Contract.

The Parties' respective roles shall be determined by the nature and purposes of the relevant Processing and applicable data-protection law.

11. Warranties, Third-party Platforms and Liability

11.1 Authority and Standard of Care

Each Party warrants that it has authority to enter into the Contract.

Forbidden warrants that it shall provide the Services with reasonable skill and care.

11.2 Third-party Platforms

Forbidden does not warrant that HubSpot or another third-party platform, integration, API, internet service or Client system will be uninterrupted, error-free, continuously available or suitable for every purpose.

Forbidden is not responsible for a third party's outage, withdrawal of functionality, pricing change, API change, licence restriction or breach of its own obligations, except to the extent Forbidden caused or materially increased the relevant loss through its own breach.

11.3 No Guaranteed Commercial Outcomes

Unless expressly stated otherwise, Forbidden does not guarantee:

- a) revenue;
- b) profitability;

- c) lead generation;
- d) conversion rates;
- e) search rankings;
- f) platform approval;
- g) adoption;
- h) regulatory outcomes;
- i) data quality; or
- j) another commercial outcome dependent on the Client, Client users, Client data, market conditions or a third party.

11.4 Excluded Loss

Subject to Section 11.6, neither Party shall be liable for:

- a) loss of profit;
- b) loss of revenue;
- c) loss of anticipated savings;
- d) loss of business opportunity;
- e) loss of goodwill; or
- f) indirect or consequential loss,

except to the extent that the relevant loss constitutes a direct and reasonably foreseeable consequence of a breach of confidentiality, data-protection obligation or intellectual-property obligation for which the enhanced cap in Section 11.5 applies.

11.5 Liability Caps

Subject to Section 11.6:

- a) each Party's total aggregate liability arising out of or in connection with the Contract shall not exceed one hundred per cent (100%) of the Charges paid or payable under the Contract during the twelve (12) months preceding the event giving rise to the claim, or, where the Contract has existed for less than twelve months, the total Charges paid or payable under the Contract; and
- b) each Party's total aggregate liability arising from breach of confidentiality, breach of applicable data-protection obligations or infringement of the other Party's intellectual property rights shall not exceed two hundred per cent (200%) of that same amount.

The enhanced cap in paragraph (b) is not additional to the general cap for the same loss. It replaces the general cap for liabilities falling within paragraph (b).

11.6 Unlimited Liability

Nothing in the Contract limits or excludes liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any liability that cannot lawfully be limited or excluded.

11.7 Mitigation and Backups

Each Party shall take reasonable steps to mitigate loss arising from the other Party's breach.

The Client shall maintain appropriate backups of its systems and data before material configuration, migration, import, integration or development work where reasonably practicable.

11.8 Claims Period

Subject to Section 11.6 and any shorter mandatory statutory period that cannot lawfully be varied, neither Party may bring a claim arising out of or in connection with the Contract unless it has given the other Party Written notice of the claim, including reasonable details of its nature, within thirty-six (36) months after the date on which the claiming Party became aware, or ought reasonably to have become aware, of the material facts giving rise to the claim.

This contractual notification period does not apply to:

- a) fraud or fraudulent misrepresentation;
- b) death or personal injury caused by negligence;
- c) claims by Forbidden for unpaid Charges; or
- d) any liability or claim for which such a contractual restriction is prohibited by law.

12. Force Majeure

12.1 Force Majeure Event

Neither Party is liable for delay or failure to perform an obligation, other than a payment obligation already due, to the extent caused by a Force Majeure Event.

A Force Majeure Event may include:

- a) natural disaster;
- b) epidemic or pandemic;
- c) war, terrorism, civil disorder or government action;
- d) widespread telecommunications, hosting or infrastructure failure;
- e) labour disputes outside the affected Party's own workforce;
- f) major third-party platform failure; or
- g) cyberattack or widespread cyber incident,

provided that the event is genuinely beyond the affected Party's reasonable control.

A cyberattack, security incident or systems failure is not a Force Majeure Event to the extent that

Forbidden's failure to maintain security measures required by the Contract or applicable law caused or materially increased the event or its impact.

12.2 Notification and Mitigation

The affected Party shall:

- a) notify the other Party as soon as reasonably practicable;
- b) provide reasonable information about the expected impact where available; and
- c) use reasonable efforts to mitigate the effects and resume performance.

12.3 Extended Force Majeure

If a Force Majeure Event materially prevents the affected Services for more than sixty (60) consecutive calendar days, either Party may terminate the affected Services by Written notice.

The consequences of termination under Section 7.5 apply.

13. General

13.1 Entire Agreement

The Contract constitutes the entire agreement between the Parties concerning its subject matter and supersedes previous discussions, proposals, representations and understandings relating to that subject matter.

Nothing in this Section excludes liability for fraud or fraudulent misrepresentation.

13.2 Variations

Except where the applicable Contract expressly permits a prospective change to recurring Service Terms, no material amendment to the Contract is effective unless agreed in Writing by Authorised Representatives of both Parties.

13.3 Assignment

Neither Party may assign or transfer the Contract without the other Party's prior Written consent, not to be unreasonably withheld or delayed.

Forbidden may assign or transfer the Contract without Client consent to:

- a) an Affiliate; or
- b) a purchaser or successor as part of a merger, acquisition, restructuring or transfer of all or substantially all of the relevant business,

provided that this does not materially reduce the Client's contractual rights.

13.4 Subcontracting

Forbidden may use suitably qualified subcontractors in providing the Services.

Forbidden remains responsible for performance of its contractual obligations by its subcontractors.

Processing of Personal Data by subprocessors is governed by the Data Processing Appendix.

13.5 Waiver

A failure or delay in exercising a contractual right does not waive that right.

A waiver is effective only in relation to the specific matter for which it is given.

13.6 Severance

If any provision of the Contract is found invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable where possible.

If modification is not possible, the affected provision shall be treated as deleted without affecting the remaining provisions.

13.7 Third-party Rights

Unless expressly stated otherwise, a person who is not a Party to the Contract has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

13.8 Notices

A notice relating to:

- a) termination;
- b) material breach;
- c) suspension;
- d) a material contractual dispute;
- e) a claim under Section 11.8; or
- f) another matter expressly requiring formal Written notice,

must be given by one of the following methods:

- a) by email to the contractual or legal notice email address most recently notified by the receiving Party;
- b) by prepaid first-class post or another next-Business-Day delivery service to the registered office or other contractual notice address most recently notified by the receiving Party;
- c) by hand to that address; or

- d) by another notice method expressly stated in the applicable Project Agreement or other applicable Contract document.

A notice sent by email is deemed received:

- a) if sent before 5.00 pm on a Business Day and no delivery-failure notification is received, at the time of sending; or
- b) otherwise, at 9.00 am on the next Business Day,

provided that no delivery-failure notification is received.

A notice sent by post or another next-Business-Day delivery service is deemed received at 9.00 am on the second Business Day after posting or dispatch.

A notice delivered by hand is deemed received:

- a) at the time of delivery where delivered before 5.00 pm on a Business Day; or
- b) otherwise, at 9.00 am on the next Business Day.

Routine project communications, Customer Portal messages, operational approvals and ordinary service correspondence do not constitute formal notice under this Section unless the Contract expressly states otherwise.

13.9 Relationship of the Parties

Nothing in the Contract creates a partnership, joint venture, employment relationship, fiduciary relationship or agency between the Parties.

Neither Party has authority to bind the other except where expressly agreed.

13.10 Execution and Electronic Contracting

Where a Project Agreement or other Contract document requires signature, it may be signed:

- a) electronically;
- b) by handwritten signature; or
- c) in counterparts.

Each signed counterpart forms part of the same agreement, and together the counterparts constitute one instrument.

A Contract does not require signature where it is validly formed through another contracting route permitted by Section 1.2, including an applicable payment-link or invoice purchase.

Completion of an electronic purchase process, successful payment or another electronic acceptance method identified in the applicable Contract may constitute acceptance of the relevant Contract documents without a separate electronic or handwritten signature.

13.11 Governing Law and Jurisdiction

The Contract and any dispute or claim arising out of or in connection with it, including

non-contractual disputes or claims, are governed by the laws of England and Wales.
The courts of England and Wales have exclusive jurisdiction.