



SCOUTAI

Black Box Smart Data LLP
Head Office: Pole Barn Office, Parsonage Farm,
Boughton Monchelsea, Kent, ME17 4JB
t. 01622 321666
e. info@bbsd.co.uk
w. www.bbsd.co.uk

GoCardless Subscription Agreement (Scout Ai)

This GoCardless Subscription Agreement (Agreement) is made between Black Box Smart Data LLP, whose registered office address is The Corner House, 2 High Street, Aylesford, Kent, England, ME20 7BG (Company), and the end user of the Company's Scout Ai service (Client).

1. Background

The Company offers access to its Scout Ai service on a subscription basis and utilises GoCardless Ltd as a payment service provider for the collection of subscription fees under this Agreement, which operates in conjunction with the Company's Data Services Agreement (Scout Ai). By activating the subscription service, the Client accepts the terms and conditions of this Agreement and the applicable GoCardless terms and conditions, including the Online Payment Services Agreement promulgated by GoCardless from time to time .

For clarity, GoCardless Ltd, Sutton Yard, 65 Goswell Road, London, EC1V 7EN, United Kingdom, company registration number 07495895, is authorised by the UK Financial Conduct Authority under the Payment Services Regulations 2017 with registration number 597190 for the provision of payment services .

2. Definitions

Subscription means the monthly, cancellable arrangement for access to Scout Ai.

GoCardless means GoCardless Ltd, acting as the payment service provider for subscription fee collection, and whose applicable terms govern the payment processing relationship as between the Client and GoCardless .

3. Incorporation and Precedence of Terms

This Agreement supplements and is to be read in conjunction with the Company's General Terms. In the event of any inconsistency, the General Terms shall govern the provision and use of the Scout Ai service, whereas the present Agreement shall govern subscription billing, cancellation, and invoicing via GoCardless .

The Client acknowledges and agrees that the use of GoCardless for payment processing is subject to GoCardless' own terms and conditions and regulatory framework, and that GoCardless is a third-party provider to the Company for payment services .

4. Activation and Acceptance

By activating the Subscription (including by completing the GoCardless set-up process and/or providing a mandate or payment authorisation), the Client confirms acceptance of this Agreement, the General Terms, and the prevailing GoCardless terms and conditions governing the payment services .

5. Term, Renewal, and Cancellation

The Subscription operates on a monthly basis and continues month-to-month until cancelled by either party .

The Client or the Company may cancel the Subscription at any time by giving notice, whereupon cancellation shall be effective on the date received or as otherwise communicated in writing .

From the point of cancellation, no further subscription payments will be taken, and the Client's data held within Scout Ai will remain available for one calendar month from the cancellation date, after which access may be removed and data deleted or archived in accordance with the Company's data retention practices under the General Terms .

6. Fees, Invoicing, and VAT

Subscription fees are payable monthly in advance (or as otherwise stated at the point of activation) and shall be collected via GoCardless in accordance with GoCardless' payment processes .

A VAT invoice/receipt will be issued and sent to the registered email address upon receipt of payment .

The Client is responsible for ensuring that payment details and authorisations provided to GoCardless are accurate and up to date, and for any consequences of incorrect information supplied to GoCardless .

7. Refunds

No refunds will be given unless the Company determines, in its sole discretion, that specific conditions warrant a refund. Any such refund shall be made entirely at the Company's discretion .

8. GoCardless Role and Regulatory Status

The Client acknowledges that payment services are provided by GoCardless Ltd, which is authorised by the FCA under the Payment Services Regulations 2017 (registration number 597190), and that the Company relies on GoCardless to process and collect payments on its behalf .

The Client agrees to comply with all requirements of GoCardless that are necessary to enable collection of payments, including any identity verification and mandate requirements specified by GoCardless from time to time .

9. Client Obligations

The Client shall:

ensure timely payment of all subscription fees through GoCardless;

maintain valid payment instruments and mandates;

promptly notify the Company and/or GoCardless of any changes to payment details or any suspected unauthorised use relating to payment processing .

10. Suspension

The Company may suspend access to Scout Ai if fees are unpaid or payment authorisations fail, until such time as payment is successfully collected via GoCardless .

11. Data Availability Post-Cancellation

Following cancellation, the Client's data within Scout Ai shall remain available for one calendar month from the cancellation date, for data export or retrieval, after which access may be withdrawn and data may be deleted or archived in line with the Company's data retention policies in the General Terms .

12. Liability

The Company is not responsible for the provision of payment services by GoCardless, and any issues arising from payment processing are subject to GoCardless' own terms and regulatory obligations. Nothing in this Agreement shall operate to limit any rights or obligations imposed by GoCardless' terms and applicable regulations .

13. Notices

Notices relating to cancellation or changes to the Subscription should be given in writing to the Company, and where relevant, the Client should follow GoCardless' prescribed processes to terminate or vary payment authorisations or mandates .

14. Governing Law and Jurisdiction

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales .

15. General

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect .

This Agreement may be updated or amended by the Company from time to time, and the Client's continued use of the Subscription after notice of changes constitutes acceptance of the amended terms, without prejudice to any rights under GoCardless' terms .

For the avoidance of doubt, the GoCardless terms referenced above are the Online Payment Services Agreement effective 6 July 2023, as maintained by GoCardless, and the regulatory status of GoCardless is as stated on its security and legal pages referenced herein .

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 laws of England and Wales