LIGENTIX END USER LICENCE AGREEMENT

1 Introduction

1.1 **PLEASE READ THIS END USER LICENCE AGREEMENT ("EULA") CAREFULLY BEFORE ACCESSING THE LIGENTIX SERVICE. IN PARTICULAR THE LICENSEE'S ATTENTION IS DRAWN TO CLAUSE 9 WHICH SETS OUT IMPORTANT INFORMATION ABOUT HOW LIGENTIA UK LIMITED ("LIGENTIA") LIMITS AND EXCLUDES ITS LIABILITY IN RESPECT OF ANY ACCESS TO OR USE OF THE LIGENTIX SERVICE AND CLAUSE 8 WHICH EXPLAINS HOW LIGENTIA MAY VARY FROM TIME TO TIME THIS EULA AND/OR THE LIGENTIX SERVICE.**

1.2 **IT IS A CONDITION OF LIGENTIA AGREEING TO ALLOW THE LICENSEE TO ACCESS AND USE THE LIGENTIX SERVICE THAT THE LICENSEE UNCONDITIONALLY ACCEPTS THE TERMS AND CONDITIONS OF THIS EULA. BY ACCESSING THE LIGENTIX SERVICE THE LICENSEE WILL BE DEEMED TO HAVE READ AND UNCONDITIONALLY ACCEPTED THE TERMS AND CONDITIONS OF THIS EULA. IF THE LICENSEE DOES NOT UNCONDITIONALLY ACCEPT THE TERMS AND CONDITIONS OF THIS EULA THEN IT IS NOT AUTHORISED TO ACCESS AND USE THE LIGENTIX SERVICE AND SHOULD NOT DO SO.**

1.3 **WHERE AN INDIVIDUAL OFFICER, EMPLOYEE, AGENT, CONSULTANT OR CONTRACTOR OF THE LICENSEE AND/OR OF ANY AUTHORISED USER ACCESSES THE LIGENTIX SERVICE THEN THEY SHALL BE DEEMED TO HOLD THEMSELVES OUT AS HAVING AUTHORITY TO UNCONDITIONALLY ACCEPT THIS EULA ON THE BEHALF OF THE LICENSEE AND SHOULD NOT ACCESS THE LIGENTIX SERVICE UNLESS THEY HAVE SUCH AUTHORITY.**

1.4 Capitalised words and expressions used in this EULA have the meanings provided for under clause 13.

2 Licence and Licensee Responsibilities

2.1 In consideration of the Licensee agreeing to be bound by this EULA and paying Ligentia £1 (one pound) if requested, Ligentia grants to the Licensee a non-exclusive and non-transferable licence for the Term only to access and use the Ligentix Service solely for the Licensee's own internal business operations. The Licensee must not use the Ligentix Service for any other purpose other than with the prior written consent of Ligentia. The Licensee acknowledges that Ligentia is not obliged to consent to any such other use but should it do so then additional fees may be payable by the Licensee as a condition of Ligentia's consent.

2.2 Included with the scope of the licence granted under clause 2.1 is the right for the Licensee to sub-licence Authorised Users to access and use the Ligentix Service subject to the Licensee complying with the requirements of this EULA (and in particular, clauses 2.3 and 2.4).

2.3 In relation to any Authorised Users, the Licensee undertakes:

2.3.1 to ensure that each Authorised User unconditionally accepts and complies with the terms and conditions of this EULA. The Licensee shall be liable to Ligentix for the acts or omissions of any of its Authorised Users as if those were the acts or omissions of the Licensee itself;

2.3.2 that the maximum number of Authorised Users that it authorises to access and use the Ligentix Service shall not exceed any maximum number as may be specified by Ligentia from time to time;

2.3.3 that it will not allow the login details of any individual Authorised User to be used by any other individual unless formally reassigned, in which case the prior individual Authorised User shall no longer have any right to access or use the Ligentix Service;

2.3.4 that it shall implement and enforce its own IT security policy which shall as a minimum meet the requirements of good industry practice and in any event shall ensure that: each Authorised User shall keep a secure password for their access to and use of the Ligentix Service, in particular ensuring that such password shall be changed no less frequently than monthly; that each Authorised User shall keep their password confidential; and that the ability for each Authorised User to access and use the Ligentix Service shall be permanently revoked should that Authorised User cease their employment, engagement or other relationship with the Licensee;

2.3.5 that Ligentia shall have the right to require the Licensee to temporarily or permanently suspend with immediate effect any Authorised User's access to and use of the Ligentix Service without the need to give reason; and

2.3.6 that it shall maintain a written, up to date list of current and previous Authorised Users and provide such list to Ligentia within 5 (five) Business Days of Ligentia's request from time to time (whether made during or after the Term).

2.4 The Licensee shall not, and shall procure that each Authorised User shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Ligentix Service that:

2.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.4.2 facilitates illegal activity;

2.4.3 depicts sexually explicit images;

2.4.4 promotes unlawful violence;

2.4.5 is discriminatory whether based on race, gender, colour, religious belief, sexual orientation, disability or otherwise;

2.4.6 breaches any acceptable use policy of Ligentia from time to time notified to the Licensee; and/or

2.4.7 is in a manner that is otherwise illegal or causes damage or injury to any person or property,

and Ligentia reserves the right, without liability or prejudice to its other rights or remedies to disable without notice the Licensee's and/or any or all Authorised User's access to and use of the Ligentix Service should there be any actual or suspected breach of this clause 2.4.

2.5 The Licensee shall not:

2.5.1 except and then only to the extent as may be allowed: by any applicable law which is incapable of exclusion by Ligentia; and/or under the terms of this EULA:

2.5.1.1 use any information provided or made available by Ligentia (whether or not confidential and whether or not under or in connection with this EULA) or otherwise obtained by the Licensee as a result of its use of the Ligentix Service to create any software and/or service whose expression or purpose is substantially similar to that of the Ligentix Service nor use any such information in any manner which would be restricted by any copyright subsisting in it;

2.5.1.2 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Ligentix Service (including any underlying software or code) in any form or media or by any means;

2.5.1.3 attempt to ascertain or list the source programs or source code relating to any underlying software forming part of the Ligentix Service;

2.5.1.4 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Ligentix Service (including any underling software or code); or

2.5.1.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Ligentix Service available to any third party.

2.5.2 use the Ligentix Service for any purpose other than as specified in clause 2.1;

2.5.3 sub-license other than strictly in accordance with this EULA, assign, novate or sub-contract the benefit or burden of this EULA in whole or in part;

2.5.4 allow the Ligentix Service to become the subject of any charge, lien or encumbrance; and

2.5.5 deal in any other manner with any or all of its rights and obligations under this EULA without the prior written consent of Ligentia.

2.6 Ligentia may at any time sub-license, assign, novate, sub-contract, charge or deal in any other manner with any or all of its rights and/or obligations under this EULA. Without prejudice to the generality of the foregoing, the Licensee acknowledges that Ligentia may sub-contract or outsource the hosting of the Ligentix Service and any data held via the Ligentix Service to third party data centres and hosting providers from time to time selected by Ligentia.

2.7 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2.8 The Licensee shall:

2.8.1 maintain at its own expense such computer systems (including all software and associated licences), environments and telecommunications infrastructure as required to meet the minimum operating requirements for accessing and using

the Ligentix Service as specified by Ligentia from time to time;

2.8.2 ensure that its own computer systems, environments and telecommunications infrastructure are protected against the introduction of any Viruses and unauthorised use or access (including by any Competitor); and

2.8.3 notify Ligentia as soon as it becomes aware of any unauthorised access to or use of the Ligentix Service or of any Virus being introduced.

2.9 The rights provided to the Licensee under this EULA are granted to the Licensee only and shall not be considered granted to any affiliate of the Licensee.

3 Audit

3.1 The Licensee shall permit Ligentia on request (whether during or after the Term) access, whether physical or remote, to any relevant premises, records and/or systems of the Licensee to audit the Licensee's access to and use of the Ligentix Service and to verify that that the Licensee is and has been complying with the terms and conditions of this EULA.

3.2 If it should transpire, whether as a result of any audit carried out under clause 3.1 or otherwise, that any access to the Ligentix Service has been provided to any entity which is not an Authorised User, then without prejudice to Ligentia's other rights or remedies, the Licensee shall immediately disable any user accounts and passwords associated with that unauthorised access.

4 Intellectual Property Rights

4.1 The Licensee acknowledges and agrees that Ligentia and/or its licensors own all Intellectual Property Rights in the Ligentix Service (including in any underlying software or code).This EULA does not grant the Licensee any rights or other interest in or to any Intellectual Property Rights of Ligentia and/or its licensors, other than the right to access and use the Ligentix Service in accordance with the terms and conditions of this EULA.

4.2 Ligentia confirms that to the best of its knowledge and belief it has all the rights necessary to grant all the rights it purports to grant to the Licensee under, and in accordance with, the terms and conditions of this EULA.

4.3 Where the Licensee or its Authorised Users provide feedback to Ligentia in respect of any aspect of the Ligentix Service and its user experience the Licensee hereby grants to Ligentia and each member of its corporate group from time to time a non-exclusive, royalty free, perpetual and irrevocable worldwide licence (with the right to grant sub-licences) to use, develop and exploit such feedback as Ligentia or the applicable member of its corporate group sees fit.

5 Data

5.1 It is a condition of the Licensee being licensed to access and use the Ligentix Service that the Licensee does not use or permit the use of the Ligentix Service to store, process or transmit any Personal Data. The Licensee shall indemnify Ligentia and each member of its corporate group from time to time on demand for and against any and all liabilities, costs, expenses, penalties, fines, damages and/or losses suffered or incurred arising out of or in connection with any breach by the Licensee of this clause 5.1.

5.2 The Ligentix Service does not include the provision of any back-up, disaster recovery or business continuity service for the Licensee's business or data. Accordingly, the Licensee is solely responsible for implementing at its own expense such back-up, disaster recovery and business continuity measures as are necessary to enable the Licensee to continue operating its business in the event of any failure or unavailability of the Ligentix Service.

5.3 Ligentia and each member of its corporate group from time to time may collect, generate and/or utilise Anonymised Data for any purposes including for the training, retraining, tuning, modification, updating, improvement or use of artificial intelligence models or features; to support the development, maintenance or provision of products or services and/or improvements or developments to the Ligentix Service including features, functionality or components of the Ligentix Service that incorporate, use, depend on or employ any artificial intelligence; and/or the publication of industry insights or updates. The Licensee hereby grants to Ligentia and each member of its corporate group from time to time a non-exclusive, royalty free, perpetual and irrevocable worldwide licence (with the right to grant sub-licences) to do so.

6 No Warranty

6.1 The Licensee accepts that the Ligentix Service is made available by Ligentia on a strictly "as is" basis and accordingly Ligentia does not warrant that access to and use of the Ligentix Service will be uninterrupted or error-free nor that the Ligentix Service will be continually available, if at all.

6.2 The Licensee accepts responsibility for the selection of the Ligentix Service to achieve its intended results and without prejudice to clauses 6.1 and 6.4 acknowledges that the Ligentix Service has not been developed to meet the individual requirements of the Licensee.

6.3 Without prejudice to the generality of clauses 6.1 and 6.4 the Licensee acknowledges that any Open-Source Software provided as part of the Ligentix Service is provided on a strictly "as is" basis and expressly subject to clauses 6.1 and 6.4 and the licence terms and conditions applicable to the Open-Source Software in question.

6.4 Any conditions, warranties or other terms not expressly provided for in this EULA which might otherwise have effect between the parties or be implied or incorporated into this EULA or any collateral contract, whether by statute, common law, course of dealing or otherwise, including any implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care are hereby excluded to the fullest extent lawfully permitted.

7 Maintenance and Support

7.1 Without prejudice to clauses 6.1 and 6.4, should Ligentia identify any suspected error, defect or issue relating to the access, use and/or availability of the Ligentix Service or should any such suspected error, defect or issue be reported by the Licensee to Ligentia then Ligentia shall endeavour:

7.1.1 to verify that the error, defect or issue in question is in respect of the Ligentix Service (as opposed to in respect of any computer systems, environments and telecommunications infrastructure which the Licensee is required to maintain under clause 2.8); and

7.1.2 where any error, defect or issue is verified to be in respect of the Ligentix Service, to resolve that (whether permanently or by way of workaround) within a reasonable period having regard to the impact of that on the Licensee and Ligentia's other users of the Ligentix Service.

7.2 Any suspected error, defect or issue concerning the Ligentix Service which is identified by the Licensee must be reported by the Licensee to Ligentia by such means as specified by Ligentia from time to time. Prior to reporting, the Licensee shall undertake first line support to confirm that the suspected error, defect or issue in question is reasonably likely to be in respect of the Ligentix Service and not as a result of any error, defect or issue in respect of any computer systems, environments and telecommunications infrastructure which the Licensee is required to maintain under clause 2.8. The Licensee shall provide such information, support, co-operation and assistance as Ligentia may reasonably request to assist it with investigating and resolving any such error, defect or issue with the Ligentix Service.

7.3 Notwithstanding and without prejudice to clauses 2.8, 6.4 and 7.2, should Ligentia provide any guidance or support to the Licensee in respect of the resolution of any error, defect or issue with any computer systems, environments and telecommunications infrastructure which the Licensee is required to maintain under clause 2.8 then the Licensee acknowledges and agrees that such guidance and support is provided by Ligentia on an "as is" basis and Ligentia shall not be liable to the Licensee for any reliance which the Licensee may place on such guidance and support.

8 Changes to this EULA and the Ligentix Service

8.1 Ligentia may amend the terms and conditions of this EULA from time to time and without the need for consent from the Licensee by making an updated version of this EULA available via the Ligentix Service. By continuing to access and use the Ligentix Service after such updated EULA has been made available the Licensee will be deemed to have unconditionally accepted the updated terms and conditions.

8.2 Ligentia may from time to time, (but is not obliged to) and without the need for consent from the Licensee, amend, vary, change and/or upgrade the Ligentix Service which may include withdrawing functionality or features. Whilst Ligentia does not commit to providing the Licensee with advance notice of any such amendments, variations, changes or upgrades where those are considered by Ligentia as reasonably likely to have a material adverse impact on the majority of users of the Ligentix Service, Ligentia will endeavour to provide via the Ligentix Service at least 14 (fourteen) days advance notice of the amendment, variation, change or upgrade in question.

8.3 No variation or amendment of this EULA and/or to the Ligentix Service proposed or requested by the Licensee shall be binding unless made in writing and signed by or on the behalf of an authorised signatory of Ligentia.

9 Liability

9.1 Neither party seeks to limit or exclude in any way its liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; in respect of any breach of any condition implied under section 12 of the Sale of Goods Act 1979; and/or for any other matter or liability which cannot be lawfully limited or excluded. Each provision of this EULA shall be read as subject to this clause 9.1 and no provision of this EULA is intended to nor shall be interpreted as seeking to limit or exclude any of the foregoing types of liability.

9.2 Ligentia shall not be liable to Licensee under or in connection with this EULA on any basis for any: loss of business; loss of use; loss of profit; loss of anticipated profit; loss of contracts; loss of revenues; loss or damage to goodwill or brand; loss of anticipated savings; loss of data or use of data; damage to reputation; and/or any consequential, special or indirect loss or damage in any case, regardless of whether or not Ligentia was aware or had been made aware (or ought reasonably to have been aware) at the time this EULA became binding on the Licensee of the risk that such loss or damage might occur.

9.3 Ligentia shall not be liable to Licensee under or in connection with this EULA on any basis in respect of any failure or delay by Ligentia to comply with any of its obligations under this EULA to the extent that is as a result of the occurrence of any event or circumstance beyond the reasonable control of Ligentia, regardless of whether or not such event or circumstance was in existence and/or reasonably foreseeable at the time this EULA became binding on the Licensee.

9.4 Ligentia shall not be liable to the Licensee under or in connection with this EULA on any basis for any loss, damage, cost or expense which the Licensee may suffer or incur as a result of Ligentia suspending or terminating any other Licensee's access to and use of the Ligentix Service.

9.5 Subject at all times to the foregoing provisions of this clause 9, the maximum aggregate liability of Ligentia under or in connection with this EULA and the Licensee's access to and use of the Ligentix Service on whatever basis and howsoever arising shall be limited in aggregate to GBP500 (five hundred pounds Sterling).

10 Term and Termination

10.1 This EULA shall come into force on the date that it is first accepted by or on the behalf of the Licensee and, subject at all times to any earlier termination in accordance with its terms, this EULA shall remain in force thereafter for as long as any agreement for the provision of logistics and freight management services by Ligentia and/or any member of its corporate group from time to time for the Licensee remains in force.

10.2 The Licensee may terminate this EULA and its access to and use of the Ligentix Service at any-time with immediate effect by giving written notice to Ligentia.

10.3 Ligentia may terminate this EULA and the Licensee's access to and use of the Ligentix Service at any-time without reason by giving at least 90 (ninety) days written notice to the Licensee.

10.4 Ligentia may terminate this EULA and the Licensee's access to and use of the Ligentix Service at any-time with immediate effect by giving written notice to the Licensee if:

10.4.1 the Licensee commits any material breach of this EULA;

10.4.2 the Licensee becomes bankrupt or goes into liquidation (whether voluntary or compulsory), becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that party or the other party suffers any similar process in any jurisdiction outside of England and Wales; or

10.4.3 ownership or control of the Licensee should be acquired by any Competitor.

10.5 Termination or expiry of this EULA for whatever reason shall not affect:

10.5.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this EULA which existed at or before the date of termination or expiry; and

10.5.2 the continuing in or coming into force of any provision of this EULA which, whether expressly or by implication, is to continue in or come into force following expiry or termination.

10.6 On termination or expiry of this EULA for any reason:

10.6.1 all rights and licences granted to the Licensee under this EULA shall immediately cease and in particular, the Licensee shall immediately cease any further access to and use of the Ligentix Service and shall permanently revoke access for each Authorised User;

10.6.2 the Licensee shall immediately and securely destroy or return to Ligentia (at Ligentia's option) all copies of the Ligentix Service (including of any underlying software or code) then in its possession, custody or control (whether or not authorised under this EULA) and, in the case of destruction, certify to Ligentia via a senior officer that it has done so; and

10.6.3 Ligentia may delete or securely destroy any of the Licensee's data then held via the Ligentix Service without notice to the Licensee.

11 Notices

11.1 Any formal notice which the Licensee wishes to give under or in connection with this EULA must be sent by the Licensee to Ligentia via email to GroupLegal@ligentia.global or to such other email address as may be specified by Ligentia from time to time for the service of notices to it (whether specified directly to the Licensee or generally via the Ligentix Service).

11.2 Ligentia may provide formal notices to the Licensee under or in connection with this EULA via the Ligentix Service and/or via email to any email address which is used by Ligentia from time to time to correspond with the Licensee.

11.3 Any formal notice given by:

11.3.1 either party via email shall be deemed served 1 (one) Business Day after sending provided that before then the email in question has not been returned to the sender as undeliverable. For the avoidance of doubt a delivery or read receipt shall not be required nor shall service be affected by the provision of any out of office message; or

11.3.2 Ligentia via the Ligentix Service shall be deemed served 1 (one) Business Day after first posting to the Ligentix Service.

12 General

12.1 The parties are with respect to each other independent contractors and nothing in this EULA and no actions taken by the parties under it shall be deemed to constitute any agency, partnership, association, joint venture or other co-operative enterprise between the parties.

12.2 This EULA together with any documents referred to or incorporated into it in accordance with its terms represents the entire agreement between the parties relating to the Licensee's access to and use of the Ligentix Service and supersedes all previous presentations made and/or agreements, negotiations and discussions between the parties relating to the same.

12.3 If there is any inconsistency, contradiction or ambiguity between the terms and conditions of this EULA and the terms and conditions of any other agreement from time to time entered into by the parties then the terms and conditions of this EULA shall control and take precedence.

12.4 If any provision of this EULA is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

12.5 The failure to exercise or delay in exercising any right or remedy under this EULA shall not be regarded as a waiver of such right or remedy, or a waiver of other rights or remedies. No single or partial exercise of any right or remedy under this EULA shall prevent any further exercise of the right or remedy or any other right or remedy.

12.6 Save only as may be specifically provided for otherwise in this EULA, any right or remedy available under this EULA is not exclusive and the exercise of any right or remedy shall be without prejudice to the exercise of any other right or remedy which may be available whether under this EULA and/or as a matter of general law.

12.7 Any member of the Ligentia corporate group from time to time and any licensor as referred to in clause 4.1 shall be entitled to enforce and to rely upon the benefit of this EULA however, the consent of any such group member or licensor shall not be required to any variation to this EULA (no matter how fundamental) nor to the exercise of any right of termination available under this EULA.

12.8 Subject to clause 12.7, a person who is not a party to this EULA shall have no right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.9 This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by English law and, save in respect of the enforcement of any judgment, the parties agree to submit to the exclusive jurisdiction of the English courts.

13 Definitions and Interpretation

13.1 In this EULA: headings are used for convenience only and shall not affect construction or interpretation; references to clauses are to the clauses of this EULA; words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; any reference to any law, statute, statutory provision, statutory instrument, directive, subordinate legislation, code of practice or guideline shall be construed as a reference to the same as may be amended, consolidated, modified, extended, re-enacted or replaced from time to time; and use of words such as "include", "including" and "in particular" shall not limit the generality of any preceding or following words which are not intended to be exhaustive.

13.2 When used in this EULA the following words have the following meanings:

Anonymised Data: data generated as a result of or concerning the Licensee's access to and use of the Ligentix Service and/or which has been inputted by the Licensee into the Ligentix Service provided that in all such cases there is no significant risk that the data in question could be used to identify the Licensee nor any living individual.

Authorised Users: those officers, employees, agents, consultants and contractors of the Licensee who the Licensee allows or authorises to access and use the Ligentix Service.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Competitor: any entity involved in the provision of logistics and/or freight manager services.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Licensee: means any entity who Ligentia allows (at its discretion) to access and use of the Ligentix Service subject to the terms and conditions of this EULA. Licensees may include customers of Ligentia and/or any members of the Ligentia corporate group and/or supply chain participants such as suppliers to such Ligentia customers provided that any such supply chain participants are not a Competitor.

Ligentix Service: Ligentia's "Ligentix" supply chain management software (as amended, varied, changed and/or upgraded by Ligentia from time to time under this EULA) which is made available by Ligentia via an online web-based portal for access and use by Authorised Users.

Open-Source Software: open-source software as defined by the Open Source Initiative (http://opensource.org) or the Free Software Foundation (http://www.fsf.org).

Personal Data: any information relating to an identified or identifiable living individual including any information defined as personal data under any applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and/or the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

Virus: any thing or device (including any software, code, file or programme) which may:

13.2.1 prevent, impair or otherwise adversely affect the operation of the Ligentix Service and/or any other computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;

13.2.2 prevent, impair or otherwise adversely affect access to or the operation of the Ligentix Service and/or any other programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or

13.2.3 adversely affect the user experience of the Ligentix Service, including worms, trojan horses, malware, viruses and other similar things or device.