

KITCHEN CUT LIMITED – SUPPLIER GATEWAY TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we provide you with access to the Supplier Gateway. You should understand that by accepting these terms and/or by accessing and/or using the Supplier Gateway, you agree to be bound by these terms (as varied from time to time pursuant to clause 16 of these terms).
- 1.2 **Why you should read them.** Please read these terms carefully before you accept these terms and/or access and/or use the Supplier Gateway. These terms tell you who we are, how we will provide access to the Supplier Gateway, the terms on which you can use the Supplier Gateway, and other important information.
- 1.3 **Supplier Gateway to businesses only.** By registering to use the Supplier Gateway and/or by using the Supplier Gateway, you warrant that you are entering into this Contract on the basis of a business to business contract with us.
- 1.4 **Definitions.** The definitions in this clause shall apply in these terms.

Authorised Users: those of your employees, agents and independent contractors who are authorised by you to access and/or use the Supplier Gateway and the Documentation, as further described in clause 4.

Commencement Date: has the meaning given in clause 3.2.

Contract: the contract between you and us for in connection with the provisions of access to, and/or use by you of the Supplier Gateway in accordance with these terms.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.

Documentation: the documents made available by us to you online via the Website, any videos, webinars, or any other documentation, which sets out a description of the Supplier Gateway and the user instructions for the Supplier Gateway.

Software: the online software applications provided by us as part of the access to and/or use of the Supplier Gateway.

Supplier or you or your: you, being the person or company that registers for, accesses and/or uses the Supplier Gateway.

Supplier Data: the data inputted by you, or your Authorised Users into the Supplier Gateway which may include, but without limitation, pricing information, invoices, credits, delivery notes, customer notification, allergen information, and product information.

Supplier Gateway: access to and use of our online portal referred to as the “Supplier Gateway” under these terms via the Website, as more particularly described in the Documentation.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any

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 adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

We or us or our: Kitchen Cut Limited (CRN: 07757271) whose registered office is at The Hub, 14 Station Road, Henley-On-Thames, Oxon, England, RG9 1AY.

Website: <https://www.kitchencut.com/> or such other web address notified by us to you from time to time.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Kitchen Cut Limited a company registered in England and Wales. Our company registration number is 07757271 and our registered office is at The Hub, 14 Station Road, Henley-On-Thames, Oxon, England, RG9 1AY. Our registered VAT number is 131255941.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 330 113 0050 (or if from the United States, toll free on 888-967-2692) or by writing to us at The Hub, 14 Station Road, Henley-On-Thames, Oxon, England, RG9 1AY or info@kitchencut.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address in any registration form you have completed.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **Access to the Supplier Gateway:** Completing our registration form to access and use the Supplier Gateway constitutes an offer by you to use the Supplier Gateway in accordance with these terms.

- 3.2 **How we will accept your registration form.** Your registration form to access and use the Supplier Gateway shall only be deemed to be accepted when your authorised signatory has signed it or ticked a box accepting these terms at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.3 **Duration of the Contract.** The Contract shall commence on the Commencement Date, and shall continue unless terminated in accordance with these terms, or by us or by you giving 14 days' notice in writing.
- 3.4 **Exclusion of other terms.** These terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5 **Website Terms of Use, Acceptable Use, and Privacy Policy.** These terms should be read in conjunction with our Website Terms of Use, Acceptable Use, and Privacy Policy, all of which are incorporated in the Contract.

4. AUTHORISED USERS

- 4.1 **Right to access the Supplier Gateway.** Subject to the restrictions set out in this clause, and the other terms and conditions of the Contract, we hereby grant to you a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to access the Supplier Gateway and the Documentation during the Contract solely for your business operations.
- 4.2 **Authorised Users.** In relation to the Authorised Users:
- (a) you may nominate any Authorised User to be nominated administrators, and who you agree are responsible for the maintenance of the Authorised Users on your account;
 - (b) the nominated administrator(s) will be responsible for the permissions and access rights of the Authorised Users and to ensure appropriate access or restrictions on Confidential Information;
 - (c) there are no limits on the number of Authorised Users that you can authorise to access and access the Supplier Gateway and the Documentation (your nominated administrator (an Authorised User) can set up log in details for a new Authorised User through the system);
 - (d) when an Authorised User is added to your account, we will add the Authorised User's details to our database and send them updates from time to time relating to our products and/or services in accordance with our Privacy Policy;
 - (e) you will ensure that each Authorised User shall keep a secure password for his use of the Supplier Gateway and Documentation, and that each Authorised User shall keep his password confidential;
 - (f) you will permit us to audit your use of the Supplier Gateway at any time in order to establish that the Supplier Gateway are being used in accordance with these terms. Such right shall be exercised with or without reasonable prior notice, in such a manner

as not to substantially interfere with the normal conduct of your business; and

- (g) if any of the audits referred to above reveal that you are in breach of these terms; then without prejudice to any other right or remedy available to us we reserve the right to sue for any losses incurred, and/or terminate the Contract immediately.

4.3 Viruses or other material on any Message Board/Notification/Client Message. You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Supplier Gateway that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to our other rights, to disable your access to any material that breaches the provisions of this clause.

4.4 Restrictions on your use of the Supplier Gateway/Software/Documentation. You shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these terms:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (b) access all or any part of the Supplier Gateway and Documentation in order to build a product or service which competes with the Supplier Gateway and/or the Documentation; or
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Supplier Gateway and/or Documentation available to any third party except for the purposes of your business and to the Authorised Users; or
- (d) attempt to obtain, or assist third parties in obtaining, access to the Supplier Gateway and/or Documentation, other than as provided under this clause 4.

- 4.5 **Unauthorised access.** You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Supplier Gateway and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us.

5. SUPPLIER GATEWAY

- 5.1 **Provision of access to the Supplier Gateway.** We shall, during the Contract use reasonable commercial endeavours to provide you with access to Supplier Gateway and make available the Documentation to you on and subject to these terms.
- 5.2 **Contracts with customers or third parties as a result of using the Supplier Gateway.** We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any third-party (including any customer you have access to as a resulting of using the Supplier Gateway), or any transactions completed, and any contract entered into by you, with any such third party using our system or Supplier Gateway (**including, that we have no liability for any data provided by a third party or customer or the Supplier Data – which you and the customer/third party have the sole responsibility of verifying**). Any contract entered into and any transaction completed with any person or customer as a result of using the Supplier Gateway is between you and the relevant third party, and not us. We do not endorse or approve any third-party or any customer details of which may be made available to you via the Supplier Gateway.
- 5.3 **Third party and customers (e.g. placing or receiving orders with third parties through our system).** You acknowledge that the Supplier Gateway may enable or assist you to access the website content of, correspond with, and sell products and services to customers and that you do so solely at your own risk. **We have no liability for any act or omission of any such third party or customer, nor do we guarantee that you will receive any orders for goods and/or services as a result of using the Supplier Gateway.**

6. SUPPLIER DATA

- 6.1 **Ownership of, and responsibility for Supplier Data.** You shall own all right, title and interest in and to all of the Supplier Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Supplier Data. We accept no liability for the content of the Supplier Data.
- 6.2 **Backup of Supplier Data by us.** We shall use reasonable commercial endeavours to follow our archiving procedures for Supplier Data as set out in our [Data and Security Policy](#), as such document may be amended by us in our sole discretion from time to time.
- 6.3 **Our liability for loss of Supplier Data.** In the event of any loss or damage to Supplier Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Supplier Data from the latest back-up of such Supplier Data maintained by us in accordance with the archiving procedure described above. We shall not be responsible for any loss, destruction, alteration or disclosure of

Supplier Data caused by any third party (except those third parties sub-contracted by us to perform services related to Supplier Data maintenance and back-up).

6.4 **Privacy and Security Policy.** We shall, in providing access to and use of the Supplier Gateway, comply with our Privacy and Security Policy relating to the privacy and security of the Supplier Data available on the Website, as such document may be amended from time to time by us in our sole discretion.

6.5 **We are a data processor.** If we process any personal data on your behalf when performing our obligations under these terms, the parties record their intention that you shall be the data controller and we shall be a data processor and in any such case:

- (a) you acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where you and the Authorised Users are located in order to carry out the Supplier Gateway and our other obligations under these terms;
- (b) you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with these terms on your behalf;
- (c) you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
- (d) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

7. OUR OBLIGATIONS

7.1 **No guarantee of access.** As the access to, and use of the Supplier Gateway is free of charge, we:

- (a) do not warrant that your access to and/or use of the Supplier Gateway will be uninterrupted or error-free; or that the Supplier Gateway, Documentation and/or any information or benefit obtained by you through the Supplier Gateway will meet your requirements; and
- (b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the acts or omissions of your third party suppliers, the transfer of data over communications networks and facilities, including the internet; and you acknowledge that the Supplier Gateway and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.2 **Further disclaimer.** Without limiting clause 7.1, we shall not in any event be liable for any non-conformance which is caused by use of the Supplier Gateway contrary to our instructions, or modification or alteration of the Supplier Gateway by any party other than us or our duly authorised contractors or agents.

8. YOUR OBLIGATIONS

8.1 **Your specific obligations.** You shall:

- (a) provide us with:
 - (i) all necessary co-operation in relation to these terms and the access and/or use of the Supplier Gateway; and
 - (ii) all necessary access to such information, documentation, facilities, and details as may reasonably be required by us;

in order to provide access to and/or use of the Supplier Gateway, including but not limited to Supplier Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations (including data protection legislation) with respect to your activities under the Contract;
- (c) carry out all your responsibilities set out in these terms in a timely and efficient manner;
- (d) ensure that the Authorised Users access and/or use the Supplier Gateway and the Documentation in accordance with these terms, and you shall be responsible for any Authorised User's breach of these terms;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for you, your contractors and agents to perform their obligations under these terms, including without limitation the access to and/or use of the Supplier Gateway;
- (f) ensure that your network and systems comply with the relevant specifications provided by us from time to time;
- (g) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the your network connections or telecommunications links or caused by the internet; and
- (h) be solely responsible for ensuring that any applicable third party provider can connect to our API and we shall have no liability in connection to you for any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to any third party which connects or wishes to connect with our API.

9. CHARGES AND INDEMNITY

9.1 **Free of charge.** Access to and use of the Supplier Gateway is currently provided free of charge, subject to compliance with these terms.

9.2 **Indemnity.** You shall defend us, indemnify us and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

- (a) your use of the Supplier Gateway and/or Documentation (including, but without limitation, any claims made against us as a result of your use of the Supplier Gateway

and/or Documentation);

- (b) any of the Supplier Data being incorrect or misleading; and
- (c) any breach by you of these terms.

10. PROPRIETARY RIGHTS

10.1 **We own all IPR in the Supplier Gateway and Documents.** You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Software, the Supplier Gateway and the Documentation. Except as expressly stated herein, these terms do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, the Supplier Gateway or the Documentation.

11. CONFIDENTIALITY

11.1 **What is confidential information?** Each party may be given access to Confidential Information from the other party in order to perform its obligations under these terms. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 **Non-use and non-disclosure of Confidential Information.** Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these terms (including performance of its obligations hereunder).

11.3 **Reasonable steps.** Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these terms.

11.4 **Permitted disclosure for legal purposes.** A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

11.5 **Loss caused by a third party.** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.6 **Public announcements.** No party shall make, or permit any person to make, any public announcement concerning these terms without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.7 **This clause survives termination.** The above provisions of this clause 11 shall survive termination of the Contract, however arising.

12. LIMITATION OF LIABILITY

12.1 **No responsibility for transactions entered into by you as a result of your use of the Supplier Gateway, and access to the Supplier Gateway is provided on an "as is" basis.** Except as expressly and specifically provided in these terms:

- (a) you assume sole responsibility for any transactions entered into by you from your use of the Supplier Gateway and the Documentation, and for conclusions drawn from such use. We shall have no liability for any loss suffered or damage caused by transactions entered into by you with any party introduced to you via the Supplier Gateway, or errors or omissions in any information, instructions or scripts provided in the Supplier Gateway (including but without limitation the Supplier Data or any data provided via the Supplier Gateway by any third party), or any actions taken by us at your direction or request;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms; and
- (c) access to and/or use of the Supplier Gateway and the Documentation are provided to you on an "as is" basis.

12.2 **Matters we do not exclude liability for.** Nothing in these terms excludes our liability:

- (a) for death or personal injury caused by our negligence; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any matter in respect of which we cannot exclude liability under any applicable law.

12.3 **Categories of losses excluded and our maximum liability.** Subject to clause 12.1 and clause 12.2:

- (a) we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income or revenue, loss of anticipated savings, waste of management or staff time, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with the Contract; and
- (b) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the

performance or contemplated performance under or in connection with the Contract shall be limited to the £1,000.

12.4 **This clause survives termination.** This clause 12 survives termination of the Contract, howsoever arising.

13. CANCELLATION OF THE CONTRACT

13.1 **How you can cancel.** You can terminate the Contract and cancel your subscription to the Supplier Gateway at any time by notice in writing to us if:

- (a) we are in material breach of this Contract and (if remediable) we fail to remedy the material breach within 60 days of a notice in writing from you; or
- (b) if we go into liquidation.

13.2 **Deletion of Supplier Data during the cancellation process.** You will need to confirm in writing if you want us to delete all Supplier Data related to your account, failing which we may retain the Supplier Date related to your account following the date of termination of the Contract until such time as we in our sole discretion see fit. Following any such deletion neither you nor we will be able to recover the Supplier Data (which includes, but without limitation, recipes, pricing, data and reports).

13.3 **Our right to cancel.** We may terminate your subscription to the Supplier Gateway at any time by giving you not less than 2 days' notice by email.

13.4 **Our right to suspend or terminate your access to and use of the Supplier Gateway for a breach by you of these terms.** We reserve the right to suspend or terminate your access to and use of the Supplier Gateway at any time by an email notice to you if you are in breach of any provision of these terms, our [Website Terms of Use](#), [Acceptable Use](#), and [Privacy Policy](#).

13.5 **Other consequences of termination of the Supplier Gateway.** On termination of your access to and use of the Supplier Gateway for any reason:

- (a) all licences granted under these terms shall immediately terminate and you shall immediately cease all use of the Supplier Gateway and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) we may delete, destroy or otherwise dispose of any of the Supplier Data in our possession 3 months after the date of termination of your subscription to the Supplier Gateway for whatever reason; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. FORCE MAJEURE

- 14.1 **No liability for events beyond our reasonable control.** We shall have no liability to you under these terms and shall not be in breach of the Contract if we are prevented from or delayed in performing our obligations under the Contract, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration within a reasonable time of such event coming to our attention.

15. GENERAL

- 15.1 **Inconsistency.** If there is an inconsistency between any of the provisions in these terms and the Website and/or the details set out in the Order, the provisions in these terms shall prevail (unless we agree otherwise in writing).
- 15.2 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 **Rights and remedies.** Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.4 **Severance.** If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 15.5 **Entire agreement.** The Contract constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.6 **No reliance.** Each party acknowledges that in subscribing to the Supplier Gateway it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 15.7 **Assignment by the customer.** You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.8 **Assignment by us.** We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract.
- 15.9 **No partnership or agency.** Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.10 **Third party rights.** The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.11 **Rules of interpretation:** In this Contract (a) clause headings shall not affect the interpretation of these terms; (b) a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality); (c) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (d) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; and (e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 15.12 **Governing law.** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
16. OUR RIGHT TO VARY THESE TERMS
- 16.1 **Changes to these terms.** We reserve the right to revise and amend these terms at any time, for example (without limitation) to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 16.2 **Notification of changes to the terms.** We will notify you of any change to these terms through the Supplier Gateway, and the varied terms will apply to the Contract with effect from the date we notify you and you tick a box accepting the varied terms. Any change to the terms will not affect your right to cancel your subscription to the Supplier Gateway in accordance with these terms.