

CaskNet Limited Platform Terms & Conditions

IMPORTANT INFORMATION

Please read these Terms & Conditions carefully before using or requesting the services made available to you via CaskNet Platforms as they include information about the services, your rights and other important information.

CaskNet Platforms enable you to request services from CaskNet and from Third Party Providers. Both CaskNet Provided Services and Third Party Services are provided or made available as CaskNet Products. CaskNet have no responsibility or liability for any Third Party Services provided and you are responsible for ensuring the suitability of any Third Party Services and the terms that apply in respect of the same.

These Terms & Conditions are updated and amended them from time to time. The latest version of these Terms will apply to use of CaskNet Platforms at any given time.

1 Definitions and Interpretation

1.1 Definitions

- **Business Day:** a day, other than a Saturday or Sunday, when banks in Edinburgh are open for business.
- **CaskNet** means CaskNet Limited, a company registered in Scotland with Company Number SC761869, having its registered office at Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, United Kingdom, EH4 2HS, or any of its subsidiaries or affiliates.
- **CaskNet Names, Marks or Works** means CaskNet or its licensor's company names, logos, products or service names, trademarks, service marks, trade dress, other indicia of ownership, or copyrights.
- **CaskNet Platforms** means CaskNet's app(s) and website(s) through which CaskNet may make services available for your use, consisting of (a) access to and use of CaskNet's mobile application(s) and/or website(s) which enable you to request and receive CaskNet Provided Services and/or Third Party Services; and/or (b) payment collection and payment processing services (including issuing invoices and receipts on behalf of Third Party Providers) allowing us to charge you and to pay charges into the bank account of CaskNet or Third Party Providers, as the case may be, and Casknet may engage affiliates or third parties to provide these payment collection and payment processing services on its behalf.
- **Products** means CaskNet Provided Services and Third Party Services.
- **CaskNet Provided Services** means services provided by CaskNet through CaskNet Platforms including, but not limited to, cash ownership verification and cash authentication provided to you by CaskNet, as more fully described in any documentation made available by CaskNet to you (including by online means through the CaskNet Platforms).
- **CaskNet Charges:** the charges payable by the Customer for the supply of the CaskNet Provided Services in accordance with clause 6.
- **Customer Account** means an account held and maintained with CaskNet on the CaskNet Platforms.

- **Customer Data** means any information or other data (including personal data) which is provided by you through the Customer Account or otherwise made available to CaskNet.
- **Request** means a request for Services made by you through CaskNet Platforms.
- **Third Party Providers** means independent third parties who are registered with CaskNet, and include, but are not limited to, independent bottlers, warehouses, insurance providers, couriers, coopers, logistics providers, and providers of other whisky cask services.
- **Third Party Charges** means charges for any Third Party Services which are payable by you to the relevant Third Party Providers.
- **Third Party Services** means services provided by Third Party Providers, including, but not limited to warehousing services, spirit verification and cask transportation, made available through CaskNet Platforms. For Third Party Services, a contract will be formed between you and the Third Party Provider. CaskNet makes the CaskNet Platforms available to enable you to request and receive these services from Third Party Providers directly.

1.2 Interpretation

- a) References to clauses and headings are to the clauses of and headings of these Conditions.
- b) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- c) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- d) A reference to writing or written includes email, push notifications and text messages.

2 Introduction

- 2.1 These Terms & Conditions cover your access and use of CaskNet Platforms and CaskNet Provided Services (the "Terms").
- 2.2 You must read carefully and agree to these Terms prior to accessing and using CaskNet Platforms and CaskNet Provided Services.
- 2.3 In relation to the Third Party Services, the CaskNet Platforms will provide introductions to the relevant Third Party Providers and enable services to be engaged with the Third Party Providers. CaskNet are not responsible for the content or offering of any Third Party Providers.
- 2.3 If we have to contact you, we will do so in writing via push notification from CaskNet Platforms, phone call, or otherwise in writing, using the details you provided to us on registration for CaskNet. It is important you keep your contact details up-to-date and this can be done through the Customer Account or by contacting CaskNet directly with updates.

3 CaskNet Provided Services

- 3.1 Subject to you complying with your obligations under these Terms and not being in breach of payment obligations under these Terms, CaskNet grants to you for the Term a non-exclusive, non-transferable right to use the CaskNet Platforms to access the Products.
- 3.2 During the Term, CaskNet shall:
 - (a) provide the CaskNet Provided Services to you with reasonable skill and care and subject to these Terms;

(b) enable you to connect to the CaskNet Platforms and to use the Services in accordance with these Terms;

3.3 CaskNet has full discretion to decide to accept or reject a request for CaskNet Provided Services. A request from you through the CaskNet Platforms will be considered an offer and a contract will not be formed between CaskNet and you unless and until CaskNet has accepted that offer. Any acceptance will be communicated to you through CaskNet Platforms and relevant service terms will be sent out when a direct contract forms between you and CaskNet.

3.4 CaskNet shall use commercially reasonable endeavours to make sure the uptime of the Platforms reaches or exceeds 99.5% monthly. The best efforts uptime commitment is exclusive of:

(a) planned maintenance carried out during the hours of 10pm and 5am;

(b) unscheduled maintenance which CaskNet will try to carry out outside of normal business hours (being 9am to 5pm on any Business Day); and

(c) any emergency maintenance as required, provided CaskNet provide prompt notice of any emergency maintenance where possible.

4 Third Party Services

4.1 CaskNet does not provide Third Party Services and is not responsible for any Third Party Services provided to you. Such services are made available through Third Party Providers. CaskNet will not be a party to any transaction between you and the Third Party Provider. The CaskNet Platforms are provided to enable you to place orders with Third Party Providers only.

4.2 All Third Party Providers are independent third party contractors, registered businesses or other legal entities who are not employed by or acting on behalf of CaskNet.

4.3 When you are logged in, you will be given information through CaskNet Platforms about the Third Party Services before you submit a request.

4.4 Third Party Providers have full discretion to decide to accept, reject or ignore a request. Acceptance is communicated to you through CaskNet Platforms and will result in a direct contract between you and the Third Party Provider.

4.5 You may be asked to rate the Third Party Provider whose services you requested. The Third Party Provider may also be able to give you a rating.

4.6 The Third Party Provider is responsible for any obligations that may arise from the provision of the Third Party Services.

4.7 CaskNet shall not be liable for any breach of contract, delay in performing, or failure to perform any obligations by Third Party Providers for Third Party Services.

5 Privacy Notice

5.1 CaskNet collects, uses and discloses information from or about you as described in CaskNet's Privacy Policy (which is available through the CaskNet Platforms). Additional privacy notices may apply, including from third party controllers, for CaskNet Provided Services or Third Party Services. We will notify you when such notices apply to you.

5.2 CaskNet will comply with all applicable requirements under data protection legislation.

5.3 You shall remain the owned of any Customer Data that is provided to CaskNet.

5.4 CaskNet may use derivatives of the Customer Data for the purposes of its own analysis and research and development but only where the resulting data sets, insights or other analytical products created do not contain any personal data or any other identifiable Customer Data.

6. Your obligations

6.1 You will provide CaskNet with all necessary co-operation in relation to these Terms and all necessary access to such information and equipment as may be required by CaskNet in order to provide the CaskNet Provided Services.

6.2 You shall comply with all applicable laws and regulations that apply to you and shall carry out your obligations set out in these Terms in a timely and efficient manner.

6.3 You are responsible for ensuring your network and systems comply with any relevant specifications provided by CaskNet to access the CaskNet Platforms from time to time and be solely responsible for procuring and maintaining its network and internet connections.

6.4 You will also comply with the terms of use in respect of the CaskNet Platforms which are provided when you register for a Customer Account.

7. Charges and payment

CaskNet Provided Services

7.1 You shall pay the relevant charges as described on the CaskNet Platform (from time to time) and which apply to the CaskNet Provided Services you have a contract with us for or are otherwise linked to the Customer Account.

7.2 Once the CaskNet Provided Service has been provided, you will be issued with a VAT invoice from CaskNet and you shall pay the invoice within 20 days of receipt.

7.3 If CaskNet have not received payment by the due date, without prejudice to any other rights and remedies of CaskNet, CaskNet may (without liability to you) disable your Customer Account and suspend access to all or part of the CaskNet Provided Services. CaskNet will be under no obligation to provide any of the the CaskNet Provided Services for as long as any invoice(s) remain unpaid. In addition to this right, CaskNet shall be entitled to charge interest on any overdue amount at a rate equal to 4% above the then current base lending rate of the Bank of Scotland and interest shall accrue from the due date until payment is received in full by CaskNet (whether before or after judgment).

7.4 The charges may be modified on CaskNet Platforms from time to time by giving 30 days notice to you (including via online methods).

7.5 Unless otherwise agreed, all charges are payable in GBP and are exclusive of value added tax (or equivalent sales tax) which shall be applied to the CaskNet invoice(s) at the appropriate rate.

7.6 All amounts due for CaskNet Products shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Third Party Services

7.7 Any invoices for Third Party Services will be provided to you through the CaskNet Platforms and you shall be responsible for payment to the relevant Third Party Providers. Payment terms for such invoices will be based on the terms and conditions for the Third Party Services.

General

- 7.8 For more information about charges and supplementary fees, costs and/or fines specific to the relevant CaskNet Provided Service or Third Party Service please contact us using the Enquiry Form.

8 Termination

- 8.1 You are free to use the CaskNet Platforms at any time (subject to these Terms) and you can terminate your use of the CaskNet Platforms at any time by closing your Customer Account.
- 8.2 CaskNet retains the right to suspend or terminate your access to the CaskNet Platforms with immediate effect if, in the sole discretion of CaskNet, it is determined that you have breached any of these Terms or any other agreement between you and CaskNet for the provision of CaskNet Provided Services.
- 8.3 Where CaskNet look to discontinue the CaskNet Platforms, CaskNet shall be entitled to do so at its discretion by giving you reasonable advance notice in writing. This shall not affect any contract in place for CaskNet Provided Services and will only affect your access to the CaskNet Platforms.
- 8.4 CaskNet may terminate any contract for CaskNet Provided Services immediately by giving you written notice where you have committed a material breach of any of these Terms or where you are insolvent (within the meaning of section 123 of the Insolvency Act 1986).
- 8.4 On termination under Condition 8.4 for any reason:
- (a) all rights to use the CaskNet Provided Services granted shall immediately terminate;
 - (b) you shall immediately pay any outstanding charges for the CaskNet Provided Services (and any Third Party Services);
 - (b) your right to use the CaskNet Platforms shall terminate;
 - (c) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 8.5 The termination rights and obligations applying to any Third Party Services will be set out in your contract with the relevant Third Party Providers.

9 Your liability and Indemnity

- 9.1 You may be held liable for any damage suffered by CaskNet as a result of your violation of these Terms, your misuse of the CaskNet Platforms and CaskNet Provided Services or your violation of any laws or third party rights. You are entirely responsible for all activities conducted through your Customer Account.
- 9.2 You agree to indemnify, defend (at our option) and hold CaskNet and its officers, directors, and employees harmless from and against all claims, liabilities, expenses, damages, penalties, fines, social security contributions and taxes arising out of or related to a breach of these Terms, breach of applicable law or third party claims directly or indirectly related to your use of the Third Party Services and the CaskNet Provided Services generally, except where such claims arise out of the acts or omissions of CaskNet or the Third Party Provider.

10 Limitation of Liability

- 10.1 Nothing in these Terms limits or excludes any liability which cannot legally be limited or excluded by law, including liability for de-fraud or spirit loss caused by negligence and liability

for fraud or fraudulent misrepresentation or alters your rights as a consumer that cannot be excluded under applicable law.

- 10.2 Nothing in the Terms limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 11G of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.3 CaskNet, its affiliates, directors, officers, employees, workers, agents and/or subcontractors are not liable under or in relation to these Terms including, but not limited to, liability in contract, delict, under statute or otherwise (including liability arising from negligence) for any indirect or consequential losses, including any (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; or (vi) loss of or damage to goodwill.
- 10.4 CaskNet, its affiliates, directors, officers, employees, workers, agents and/or subcontractors are not liable for:
- (a) in relation to CaskNet Services, any Service that is not accepted or is otherwise cancelled by CaskNet.
 - (b) damages or losses arising from any transaction between you and a Third Party Provider;
 - (c) the availability and accuracy of the content, products or services of the Third Party Provider; or
 - (d) delay or failure in performance resulting from causes beyond our reasonable control.
- 10.5 Except as otherwise set out in these Terms, CaskNet's total liability to you shall not exceed the total charges paid by you for the CaskNet Provided Services in the 12 months prior to any claim arising.

11 Your access to and use of the CaskNet Platforms

- 11.1 The CaskNet Platforms can be accessed on most modern desktop and mobile devices with an internet connection and equipped with popular operating system..
- 11.2 You are responsible for obtaining the network access necessary to use the CaskNet Platforms and are responsible for any rates and fees from your network provider, including from data consumption while using CaskNet Platforms. You are also responsible for obtaining compatible devices and operating systems necessary to use the CaskNet Platforms, including any software or hardware updates.
- 11.3 We provide the CaskNet Platforms "as is" and "as available." The CaskNet Platforms, or any related digital content, may be subject to limitations, delays, and/or other problems inherent to the use of the internet and electronic communications and are not guaranteed to be available, uninterrupted or error free at all times. CaskNet may suspend, withdraw or restrict the availability of all or any part of the CaskNet Platforms for business and operational reasons. CaskNet will try to give you reasonable notice of any suspension or withdrawal.
- 11.4 To use CaskNet Platforms in the United Kingdom, you must register and set up a Customer Account and you must be eighteen (18) or older. The terms governing specific CaskNet Provided Services or Third Party Services may impose different age requirements.
- 11.5 You must provide us with certain personal information to register and set up your account, including your phone number and email address. You may need to provide additional information and documents before using certain CaskNet Provided Services or Third Party

Services, such as your address. All Customer Data provided will be processed in line with data protection legislation.

- 11.6 You are under no obligation to log in to, or use, the CaskNet Platforms. If you choose to stop using the CaskNet Platforms you may do so without giving us any notice.
- 11.7 CaskNet may temporarily restrict your access to and use of the CaskNet Platforms if there is a suspected breach of your obligations or otherwise of these Terms. There may be circumstances in which we are unable to provide you with information about the complaint whilst an investigation is ongoing (by us and/or a third party such as the police).
- 11.8 You agree to comply with the terms of use of the CaskNet Platforms at all times while using the CaskNet Platforms.
- 11.9 You will not be charged for using CaskNet Platforms. However, we reserve the right to introduce a usage charge, in which case you will be informed in writing and given the opportunity to terminate these Terms before any such charge is introduced. If you choose to terminate these Terms, you will no longer be able to access or use CaskNet Platforms.
- 11.10 We reserve the right to introduce a fee for specific features on CaskNet Platforms, in which case you will be informed in writing and you can decide if you wish to proceed. These may be subject to separate terms, which CaskNet will make available to you as applicable.

12 Ownership of and rights in CaskNet Platforms

- 12.1 All intellectual property rights in the CaskNet Platforms and any CaskNet Provided Services are owned by or validly licensed to CaskNet. The CaskNet Platforms and CaskNet Provided Services are proprietary to CaskNet (or the appropriate third-party rights owner) and nothing in these Terms shall transfer ownership to you. You acquire no rights in or to the CaskNet Platforms or CaskNet Provided Services other than those expressly granted by the Terms.
- 12.2 The licence granted to you to access the CaskNet Platforms and any other CaskNet intellectual property provided to you in relation to the CaskNet Provided Services are provided solely in relation to you use the same and are not provided, or to be used, for any other purpose.

13 Warranties

- 13.1 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 the Terms.
- 13.2 Each party acknowledges that in entering into these Terms 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 Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Terms.

14. General

- 14.1 Each party shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which ought reasonably to be treated as confidential, including the existence and these Terms.
- 14.2 CaskNet may change these Terms from time to time. We will inform you of changes within a reasonable time period. You will be bound by such changes upon their notification to you in CaskNet Platforms and/or by email. If you do not agree with these changes, you can reject the

Terms by closing your Customer Account. These Terms were most recently updated as at the outset of this document.

- 14.3 The invalidity of any provisions in these Terms does not affect the validity and enforceability of the rest of these Terms. Any such invalid, illegal or unenforceable provisions shall be deemed deleted.
- 14.4 We may assign, subcontract or transfer these Terms or any of our rights or obligations in them, in whole or in part, without your prior consent, provided this will not lead to a reduction of the rights you are entitled to by virtue of these Terms or by law. We will tell you if this happens. You may not assign, subcontract or transfer these Terms or any of our rights or obligations, in whole or in part, unless agreed otherwise.
- 14.5 These Terms replace all previous agreements relating to your access and use of the CaskNet Platforms. You may be required to accept additional terms in relation to the CaskNet Provided Services and these will be provided separately at the point a contract is formed. In the event of any conflict between these Terms and any other terms relating to your use of CaskNet Provided Services, the CaskNet Provided Services terms shall prevail.
- 14.6 These Terms do not confer any rights on any person or party (other than the parties to the Terms and, where applicable, their successors and permitted assigns).
- 14.7 Nothing in these Terms is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.7 If there is a problem with the CaskNet Platforms, or if you have a complaint, please contact us on the details set out in the "Contact Details" section below.
- 14.8 Although CaskNet makes reasonable efforts to update the information provided through the CaskNet Platforms, CaskNet makes no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up to date.

15 Dispute Resolution Process

- 15.1 In the event of a dispute or complaint, you shall raise a complaint using the contact details in the "Contact Details" section below. In the unlikely event that the parties cannot resolve the dispute, the matter may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure. Where the matter is referred to mediation, unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution and the mediation will take place at such location agreed by the parties (or by the mediator in the event parties cannot agree). The mediation agreement referred to in the Model Mediation Procedure shall be governed by Scottish law
- 15.2 CaskNet's right to refer the dispute to a court is expressly reserved.

16 Governing Law and Jurisdiction

- 16.1 These Terms shall be exclusively governed by and construed in accordance with the laws of Scotland.
- 16.2 Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

17 Contact Details

You can contact CaskNet using the details below:

Email: compliance@casknet.com

Phone: 0131 526 3091

Postal address: 5 Bankhead Steading, South Queensferry, EH30 9TF