CONFERMA VIRTUAL PAYMENT INDEX (VPI) DATA TERMS

Version: 1.0

Effective date: 1 September 2026

These VPI Data Terms govern the Customer's access to and use of the Conferma Virtual Payment Index. They apply only where a Customer has entered into a VPI Order Form with Conferma that incorporates a specified version of these VPI Data Terms. These VPI Data Terms are published at https://trust.conferma.com/resources and do not create any obligation on Conferma to supply, or right for any person to receive, the VPI Data except through a signed or accepted VPI Order Form.

Agreed terms

1. DEFINITIONS AND INTERPRETATION

1.1. In these VPI Data Terms, the following definitions apply:
"**Authorised Users**" means the Customer's own employees and individual contractors who need access to the VPI Data for the Permitted Purpose and who act on the Customer's behalf;
"**Conferma**" means Conferma Limited, incorporated in England and Wales with company number 05704113, whose registered office is at Towers Business Park, Ocean House, Wilmslow Road, Didsbury, Manchester, M20 2RY, United Kingdom;
"**Customer**" means the legal entity named as the customer in the Order Form;
"**Order Form**" means a VPI Order Form entered into between Conferma and the Customer that incorporates a specified version of these VPI Data Terms;
"**Permitted Purpose**" means the Customer's internal business use of the VPI Data by the Customer entity, as further described by the VPI Tier and any Custom permissions set out in the Order Form;
"**Underlying Agreement**" means the agreement between Conferma and the Customer identified in the Order Form under which Conferma provides products or services to the Customer;
"**VPI**" means the Conferma Virtual Payment Index, being Conferma's proprietary benchmark and scoring methodology for hotel virtual card payment performance;
"**VPI Data**" means the scores, reports, data feeds, ratings, outputs and other materials made available to the Customer under an Order Form, in each form applicable to the VPI Tier;
"**VPI Tier**" means the tier of access selected by the Customer in the Order Form.

1.2. Clause and Schedule headings do not affect the interpretation of these VPI Data Terms.

1.3. Words in the singular include the plural and vice versa, and a reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time.

1.4. Any words following the terms "including", "in particular" or any similar expression are illustrative and do not limit the words preceding them.

1.5. A reference to these VPI Data Terms is a reference to the version identified in the Order Form.

2. STRUCTURE AND PRECEDENCE

2.1. These VPI Data Terms apply to, and are incorporated into, each Order Form that references them.

2.2. These VPI Data Terms supplement the Underlying Agreement in relation to the VPI Data only. Except as expressly varied in relation to the VPI Data, the Underlying Agreement remains in full force and effect.

2.3. If there is any conflict or inconsistency, the following order of precedence applies, from highest to lowest: (a) the Order Form (but only in relation to the VPI scope and commercial terms set out in it); (b) these VPI Data Terms; and (c) the Underlying Agreement.

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3. LICENCE AND PERMITTED USE

3.1. Subject to the Customer's compliance with these VPI Data Terms and the Order Form and payment of the applicable fees, Conferma grants to the Customer a non-exclusive, non-transferable, non-sublicensable, revocable licence, for the term of the Order Form, to access and use the VPI Data solely for the Permitted Purpose.

3.2. The licence is granted to the Customer entity named in the Order Form only, and to no other person.

3.3. The Customer may permit its Authorised Users to access and use the VPI Data on its behalf for the Permitted Purpose, and remains responsible for any act or omission of an Authorised User as if it were an act or omission of the Customer.

3.4. Except where the Order Form expressly provides otherwise, the licence does not include any right to display the VPI Data to travellers or other end users, to ingest the VPI Data into any system, to use any Conferma branding, or to redistribute the VPI Data to any third party.

4. RESTRICTIONS ON USE AND SHARING

4.1. The Customer must not, and must ensure that its Authorised Users do not:

(a) disclose the VPI Data to any person other than an Authorised User, including any affiliate, group company, customer, corporate client, travel management company, booking platform or traveller, except as expressly permitted in the Order Form;

(b) sell, licence, publish, broadcast, distribute or otherwise make the VPI Data available to any third party, except as expressly permitted in the Order Form;

(c) use the VPI Data other than for the Permitted Purpose;

(d) represent the VPI Data, or any derived output, as anything other than the VPI, or use the VPI, "Conferma", "Conferma Virtual Payment Index", "Conferma Virtual Payment Score" or any Conferma name or mark, except as expressly permitted in the Order Form;

(e) combine, merge or commingle the VPI Data with other data in a manner that enables the VPI Data to be extracted, reverse engineered or reconstituted by any third party;

(f) copy, modify, adapt, reverse engineer, decompile or otherwise attempt to derive the VPI scoring methodology, weightings or underlying inputs; or

(g) use the VPI Data to build, train or improve any competing benchmark, score or product.

4.2. Disclosure to the Customer's professional advisers is permitted solely where necessary to obtain advice on the VPI Data and subject to confidentiality obligations no less protective than those in these VPI Data Terms.

4.3. The restrictions in this clause 4 apply notwithstanding any wider sharing or redistribution right the Customer may have under the Underlying Agreement, and the Customer must not disclose the VPI Data beyond that permitted here and in the Order Form on the basis of any such wider right.

4.4. The Customer must, on becoming aware of any unauthorised use, disclosure or access to the VPI Data, notify Conferma without undue delay and take reasonable steps to prevent further unauthorised use or disclosure.

5. CUSTOM PERMISSIONS

5.1. Any right to ingest the VPI Data into the Customer's systems, to display the VPI Data (whether traveller-facing or otherwise), to use Conferma branding, to access an API, or to redistribute the VPI Data exists only to the extent it is expressly set out in the Order Form.

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5.2. Where the Order Form grants any such right, that right is conditional on the Customer complying with the disclaimer, attribution and onward-obligation requirements in these VPI Data Terms, and the Customer must ensure that any permitted onward recipient is bound by, and complies with, equivalent obligations.

6. FEES

6.1. The Customer must pay the fees for the applicable VPI Tier and any add-ons as set out in the Order Form.

6.2. Except as set out in the Order Form, the fees are payable in accordance with the payment terms of the Underlying Agreement.

7. NO WARRANTIES AND NO GUARANTEES

7.1. The Customer acknowledges and agrees that:

(a) the VPI Data is provided on an "as is" and "as available" basis;

(b) the VPI is a benchmark derived from transaction activity across the Conferma ecosystem and is a relative, indicative measure only, not a statement of fact about any property, hotel, supplier or transaction;

(c) Conferma does not warrant or guarantee the accuracy, completeness, currency, reliability or fitness for any particular purpose of the VPI Data, nor that access will be uninterrupted or error free;

(d) a VPI score is not a hotel quality, safety, creditworthiness or guest-experience rating, and does not reflect acceptance alone; and

(e) the Customer is responsible for any decision it makes, and any reliance it places, on the VPI Data.

7.2. To the fullest extent permitted by law, Conferma excludes all warranties, conditions, representations and terms in relation to the VPI and the VPI Data, whether express or implied by statute, common law or otherwise.

7.3. The Customer must not make any statement, representation or warranty to any third party about the VPI or the VPI Data that is inconsistent with this clause 7, and must include an equivalent "no guarantee, indicative benchmark only" disclaimer, together with VPI attribution, wherever it is permitted under the Order Form to display or share the VPI Data.

8. METHODOLOGY AND CHANGES

8.1. Conferma owns and controls the VPI methodology and may, in its discretion, refine, adjust or change the methodology, scoring, eligibility criteria, inputs, refresh frequency and presentation of the VPI Data from time to time.

8.2. The Customer acknowledges that scores may change between refresh periods and that a change in methodology may affect scores, and Conferma is not liable for any such change or its effect.

8.3. Conferma may suspend, withdraw or discontinue the VPI or any VPI Tier on reasonable notice, without liability, save that any fees paid for a period after discontinuation will be refunded on a pro rata basis.

9. INTELLECTUAL PROPERTY

9.1. All intellectual property rights in and to the VPI, the VPI methodology and the VPI Data (including all scores, reports, feeds and derived outputs) are and remain the exclusive property of Conferma and its licensors.

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9.2. Nothing in these VPI Data Terms or the Order Form transfers or assigns any intellectual property rights to the Customer, and the Customer acquires only the limited licence expressly granted in clause 3 and the Order Form.

9.3. To the extent the Customer acquires any right, title or interest in any part of the VPI Data or any derived output, the Customer assigns it (including by way of present assignment of future rights) to Conferma.

10. DATA PROTECTION

10.1. The VPI Data is aggregated benchmark data and is not intended to contain personal data. The Customer must not attempt to use the VPI Data to identify any individual.

10.2. To the extent either party processes personal data in connection with the VPI Data, it must comply with the UK GDPR, the Data Protection Act 2018 and any other applicable data protection laws, and with the data protection provisions of the Underlying Agreement.

11. CONFIDENTIALITY

11.1. The VPI Data is the confidential information of Conferma, and the confidentiality provisions of the Underlying Agreement apply to it, subject to the licence and restrictions in these VPI Data Terms and the Order Form.

11.2. The Customer's confidentiality obligations in respect of the VPI Data survive termination or expiry of the Order Form.

12. LIMITATION OF LIABILITY

12.1. Nothing in these VPI Data Terms limits or excludes either party's liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability that cannot lawfully be limited or excluded.

12.2. Subject to clause 12.1 and notwithstanding any broader or higher liability cap in the Underlying Agreement, Conferma's total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with an Order Form, these VPI Data Terms, the VPI or the VPI Data shall not exceed:

(a) where the relevant Order Form has a term of 12 months or less, the total Fees paid or payable under that Order Form; or

(b) where the relevant Order Form has a term exceeding 12 months, the Fees paid or payable under that Order Form in the 12 months immediately preceding the earliest event giving rise to liability.

12.3. Subject to clause 12.1 and to the fullest extent permitted by law, Conferma is not liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, loss of anticipated savings, loss of or damage to goodwill, or any indirect or consequential loss, arising out of or in connection with the VPI or the VPI Data.

12.4. This clause 12 applies only to VPI-related claims. It does not increase Conferma's liability under the Underlying Agreement or apply to any other products or services provided under the Underlying Agreement.

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13. TERM, SUSPENSION AND TERMINATION

13.1. These VPI Data Terms apply for the term of the Order Form, unless terminated earlier in accordance with these VPI Data Terms or the Underlying Agreement.

13.2. Conferma may terminate the VPI licence, or suspend access to the VPI Data, immediately on notice if the Customer breaches clause 4 (Restrictions on use and sharing) or clause 11 (Confidentiality).

13.3. On termination or expiry of the Order Form, the Customer must cease all use of the VPI Data and, at Conferma's option, delete or return all VPI Data in its possession or control, save to the extent retention is required by law.

13.4. Termination of the VPI licence does not of itself terminate the Underlying Agreement.

14. VERSIONING AND CHANGE CONTROL

14.1. Conferma may issue new versions of these VPI Data Terms from time to time. Each version is identified by a version number and effective date and published at the Trust Centre URL (https://trust.conferma.com/resources).

14.2. The version of these VPI Data Terms identified in an Order Form applies to that Order Form for its term, and a later version published at the Trust Centre URL does not apply to that Order Form unless the Customer agrees otherwise in writing.

14.3. A new version may apply to new Order Forms entered into, or to renewals agreed, on or after its effective date.

15. GENERAL

15.1. These VPI Data Terms, together with the Order Form and the Underlying Agreement, constitute the entire agreement between the parties in relation to the VPI and supersede any prior discussions in relation to it.

15.2. A person who is not a party to the Order Form has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these VPI Data Terms, save that Conferma's licensors may enforce clauses 9 and 12.

15.3. No variation of these VPI Data Terms in relation to a given Order Form is effective unless it is in writing and agreed by or on behalf of each party.

16. GOVERNING LAW AND JURISDICTION

16.1. These VPI Data Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them are governed by and construed in accordance with the law of England and Wales.

16.2. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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