Terms and Conditions of Use between Ciphr Benefits Limited, 33 Blagrave Street, Reading RG1 1PW, Co No 04882384 ("Ciphr Benefits") and the Employee ("you") for use of the On-line Employee Benefits Platform branded as either FlexGenius, Benefit Select, Perkpal or WorkplaceOne ("the Account").

1. By using the Account, you accept responsibility for restricting access to your Account. You agree to accept responsibility for all activities that occur from your Account or password. You should take all necessary steps to ensure that the password is kept protected and secure and should let Ciphr Benefits know immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

2. You are responsible for ensuring that the details you provide us with are correct and complete and you must inform us immediately of any changes to the information that you have provided. You can do this by contacting our Helpline (on 0800 652 4745) or by editing the information held under the My Account section of your Account.

3. When making your selections using the Account, you will be agreeing to changes to the Terms and Conditions of your contract of employment. For contractual purposes, you consent to receive communications from Ciphr Benefits electronically and you agree that all agreements, notices, disclosures and other communications that Ciphr Benefits provides to you electronically, satisfy any legal requirement that such communications be in writing. If you are making selections using the **Cycle to Work** feature, you agree that the relevant documents (Pre Contract Information, copies of the Hire Agreement and notices of cancellation rights required to be given under the Consumer Credit Act 1974) can be served electronically by a copy being made available in pdf format in the 'My Account' section of the website. Notification that the documents have been served will be by email to the email address given by you and noted in the 'My Account' section of the website.

4. When using the **Childcare Voucher** feature, The Account allows you to set-up continuous, periodic payment instructions. Payments set-up in this way will continue until you change the instruction, or there are not sufficient funds in your Account, as determined by your Available Balance. It is your responsibility to cancel or vary the payment instruction if the payment is no longer required or the value needs changing. Ciphr Benefits will not be responsible for the recovery of any over-payments to childcare providers, or any shortfall in payments made to childcare providers, if you have not cancelled or varied payment instructions ahead of the relevant payment date. (Changes can be made through the Account up until 3.30pm on the relevant payment date). When you access your Account, you can check your Available Balance. You can make payments to childcare providers from your Available Balance. The Available Balance will include unused childcare voucher value brought-forward from previous periods. Ciphr Benefits will not be responsible for any delays in payments to childcare providers, or any consequences of such delays, if this is due to delays in the receipt of cleared funds from your employer.

5. Ciphr Benefits reserves the right to refuse access to the website, cancel Accounts and to remove or edit content. Ciphr Benefits will do its utmost to ensure that the availability of the website will be continuous and that transmissions will be error-free. However, due to influence beyond Ciphr Benefits' control on the Internet, this cannot be guaranteed. Also, your access to the website may be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. Ciphr Benefits will attempt to limit the frequency and duration of any such suspension or restriction.

6. Ciphr Benefits grants you a limited licence to access and make personal use of your Account, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Ciphr Benefits. This licence does not allow you to undertake any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

7. You understand that you, and not Ciphr Benefits, are responsible for all electronic communications and content sent from your computer to Ciphr Benefits and you must use the Account and website for lawful purposes only. Furthermore, you must not use your Account in any way that causes, or is likely to cause the Account or access to it to be interrupted, damaged or impaired in any way.

8. When you use your Account or send e-mails to Ciphr Benefits, you are communicating with Ciphr Benefits electronically. Ciphr Benefits may communicate with you by e-mail or by posting notices on the Account. For contractual purposes, you consent to receive communications from Ciphr Benefits electronically and you agree that all agreements, notices, disclosures and other communications that Ciphr Benefits provides to you electronically, satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9. Ciphr Benefits reserves the right to make changes to the Account and these Terms and Conditions of Use at any time. You will be subject to the policies and Terms and Conditions of Use in force at the time that you use your Account, unless any change to those policies or these conditions is required to be made by law or government authority. If any

of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

10. Ciphr Benefits will not be held responsible for any delay or failure to comply with any obligations under these Terms and Conditions of Usage if the delay or failure arises from any cause which is beyond Ciphr Benefits' reasonable control. This condition does not affect your statutory rights.

11. Ciphr Benefits may provide links to other websites or resources operated by other organisations, including but not limited to the services and content ("Third Party Website"). Using a link means that you will leave our website. These links are provided solely as a convenience to you and not as an endorsement by us of the content on such Third Party Websites. We make no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software or service found at any Third Party Website. The products and services offered on such websites, if any, will be subject to the terms and conditions referred to on such Third Party Websites.

12. You acknowledge that Ciphr Benefits will not be party to any transaction, contract or any other arrangement with a third party that you may enter into through or as a result of use of the Website or the Services and that We shall have no liability to you in respect of any such transaction, whether arising in contract, tort, under statute or otherwise. You undertake that you will not involve Ciphr Benefits in any dispute between yourselves and such third party.

13. Ciphr Benefits operates to the very highest standards of data security and integrity, but cannot guarantee and makes no representation or warranty that the Website, the Services, community and the Content will meet Your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, that the Website, including without limitation any downloads from it, or the server that makes it available, are free of viruses or bugs and will not cause interruptions to Your computer systems or that the Content will be accurate, complete or reliable. The use of the same is at Your own risk. If you become aware of any inaccuracies or errors in the Content, please notify Ciphr Benefits by contacting dpo@ciphr.com.

14. To the extent permitted by law Ciphr Benefits does not accept responsibility or liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of Your use of or inability to use the Website, the Services or the Content for: (i) any loss of profit; or (ii) loss of data; or (iii) loss of goodwill; or (iv) loss of business opportunities; or (v) loss of anticipated savings or benefits; or (vi) business interruption; (vii) or for any type of indirect, special or consequential loss, even if that loss or damage was reasonably foreseeable or Ciphr Benefits was aware of the possibility of that loss or damage arising. Except for deliberate, fraudulent or negligent acts or omissions including any act resulting in death, personal injury, fraud or fraudulent misrepresentation, Ciphr Benefits specifically excludes all and any losses, liabilities, claims, damages, expenses or costs arising in connection with your use of or inability to use the Website, any unauthorised access to or alterations of information provided on the Website; your use of any third party websites (including without limitation those that may be connected by hyperlink to this site); any arrangements entered into with any third party in connection with any information provided by or in connection with the Website; the inaccuracy or incompleteness of any information supplied through the Website.

15. Where Ciphr Benefits collects, receives from and/or processes any Personal Data, as that term is defined under the UK GDPR and the Data Protection Act 2018, or any subsequent UK legislation ("Personal Data"), it will comply with any applicable data protection laws at all times. Ciphr Benefits will maintain the Personal Data in confidence and will collect and process (including disclose) the Personal Data solely in order to provide the services and functions offered under the Account and pursuant to the instructions of the Employer and not process the Personal Data further for any other purpose or in any other manner except where such further processing is required by any applicable law, regulation or governmental authority. By accepting these Terms and Conditions of Use, you give express consent to the processing of Data as set forth herein. Any request for a copy of Personal Data must be made to the Employer as Data Controller and not directly to Ciphr Benefits (as Data Processor). Ciphr Benefits shall ensure technical and organisational measures are adopted to protect Personal Data against accidental or unlawful destruction or accidental loss or damage, alteration, unauthorised disclosure or access.

Terms and Conditions of Use - Version Date: 31st July 2026

The following notice applies to all transactions that are carried out with Ciphr Benefits Limited electronically:

Company Name: Ciphr Benefits Limited
VAT Registration: 810 7900 52
Company No: 04882384 Registered in England
Registered Office: 33 Blagrave Street, Reading RG1 1PW
Contact dpo@ciphr.com
Phone: 0800 652 4745