

# Terms of Service

Tendermark Ltd

Effective: 1 May 2026

Version: 1.0

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## Contents

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- [1. About these Terms](#)
  - [2. The parties](#)
  - [3. Business use only](#)
  - [4. The Services](#)
  - [5. Your account](#)
  - [6. Accepting these Terms](#)
  - [7. Your content and your clients' content](#)
  - [8. How you may use the Services](#)
  - [9. Fees, payment and VAT](#)
  - [10. The benchmarking commons](#)
  - [11. Service availability](#)
  - [12. Reliance on outputs](#)
  - [13. Our warranties and disclaimers](#)
  - [14. Limitation of liability](#)
  - [15. Exclusion of indirect and consequential loss](#)
  - [16. Your indemnity to us](#)
  - [17. Data protection and the DPA](#)
  - [18. Intellectual property](#)
  - [19. Confidentiality](#)
  - [20. Suspension and termination](#)
  - [21. Changes to these Terms](#)
  - [22. Dispute resolution](#)
  - [23. Governing law and jurisdiction](#)
  - [24. General](#)
  - [25. How to contact us](#)
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## 1. About these Terms

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1.1 These Terms of Service ("**Terms**") are a legally binding agreement between you and Tendermark Ltd governing your use of the Tendermark website, platform and associated services (together, the "**Services**").

1.2 By creating an account, accepting these Terms at signup, or using the Services, you agree to be bound by them. If you do not agree, you must not use the Services.

1.3 These Terms, together with the [Privacy Policy](#) and the Data Processing Terms set out at **Schedule 1**, form the entire agreement between you and us in relation to the Services. They replace any prior arrangement between us.

1.4 We have written these Terms in plain English so you can read them without a lawyer. Section headings are for convenience only and do not affect interpretation.

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## 2. The parties

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2.1 "We", "us" and "Tendermark" mean:

*\*\*Tendermark Ltd\*\*, a company incorporated in England and Wales with company number **\*\*17161246\*\*** and registered office at **\*\*66 Paul Street, London EC2A 4NA, United Kingdom\*\***.*

2.2 "You" and "the Customer" mean the business on whose behalf the account is created. If you create an account on behalf of a firm, partnership, company or other organisation, you confirm you have authority to bind that organisation to these Terms, and "you" means both you personally and that organisation.

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## 3. Business use only

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3.1 The Services are provided for business use only. They are intended for use by RICS-certified building surveyors, surveying firms and allied construction professionals in the United Kingdom, acting in the course of their trade, business, craft or profession.

3.2 You confirm that:

- (a) you are acting in the course of a business and not as a consumer;
- (b) you are aged 18 or over;
- (c) you are resident in, or have an established place of business in, the United Kingdom; and
- (d) your use of the Services is in connection with your professional practice.

3.3 The Services are not offered to consumers. If you are a consumer within the meaning of the Consumer Rights Act 2015, you must not use the Services. Consumer protection rights that would apply to a consumer contract do not apply to these Terms.

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## 4. The Services

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4.1 Tendermark is a software-as-a-service platform for building surveyors that supports the preparation, issue and comparison of tenders for minor construction works. In summary, the Services allow you to:

- (a) create or upload a Schedule of Works;
- (b) either upload contractor tender returns, or invite contractors to price the Schedule of Works online via a link we generate;
- (c) receive automated extraction, normalisation and comparison of those returns, including flags for anomalies and mismatches;
- (d) generate a tender analysis report for your professional use; and
- (e) optionally contribute anonymised pricing signals to a shared benchmarking dataset (the "**Benchmarking Commons**"), and later access aggregated insights from it.

4.2 The Services use artificial intelligence, including large language models provided by Anthropic, to perform extraction and analysis tasks. The effect of relying on outputs produced using AI is addressed in clause 12.

4.3 We may add, modify or retire features of the Services over time. We will not make material changes that remove functionality on which you materially rely without giving you reasonable prior notice. This clause is qualified by clause 21 (changes to these Terms).

4.4 Features described in our marketing materials or roadmap but not yet released are not part of the Services until they are made available in your account. No commitment is made as to if or when roadmap features will ship.

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## 5. Your account

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5.1 You must register for an account to use the paid features of the Services. To register, you must provide accurate and current information, including your name, firm name and a working business email address.

5.2 You are responsible for keeping your login credentials confidential and for all activity that occurs under your account. You must notify us immediately at [hello@tendermark.ai](mailto:hello@tendermark.ai) if you suspect unauthorised access.

5.3 You may only create an account for yourself or the organisation you have authority to represent. Accounts are not transferable.

5.4 Multi-seat and firm-level account management (with shared billing and administrator controls) are not available at launch. If you require them, contact us and we will discuss a separate written agreement.

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## 6. Accepting these Terms

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6.1 You accept these Terms by ticking the acceptance box at signup. The box is not pre-ticked, and ticking it is a positive action confirming your agreement.

6.2 We record the date and time of acceptance and the version of these Terms accepted, and store that record against your account.

6.3 Each time you pay for a tender analysis through our payment processor, a single line of text at checkout re-confirms your agreement to these Terms. Completing that payment is a further, transaction-level acknowledgement of your agreement.

6.4 These Terms (in the version then in force) govern all use of the Services under your account, including use by any person to whom you have granted access.

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## 7. Your content and your clients' content

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7.1 **Definitions.** "Your Content" means:

- (a) Schedules of Works and any other tender documents you upload to or author within the Services;
- (b) project metadata (project name, notes, region, postcode prefix, approximate value) you enter;
- (c) client references, property addresses and any other material you include in free-text fields;
- (d) contractor returns you upload, and any data about contractors (contractor name, firm name, email address) you provide or invite us to collect on your behalf; and
- (e) the outputs we generate from the above that are specific to your account.

7.2 **Ownership.** You own Your Content. We do not claim any ownership over it.

7.3 **Licence to us.** You grant us a non-exclusive, worldwide, royalty-free licence to host, store, copy, transmit, process, display and otherwise use Your Content as reasonably necessary to provide the Services to you, including by submitting relevant

content to our sub-processors (including Anthropic) for extraction and analysis. This licence ends when Your Content is deleted from the Services, except to the extent set out in the [Privacy Policy](#) (for example, backups and audit records).

**7.4 Benchmarking Commons licence.** If you opt in to contribute to the Benchmarking Commons, you additionally grant us a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce and make available the anonymised pricing signals derived from Your Content in aggregated form, in accordance with clause 10 and the [Privacy Policy](#). This licence survives termination.

**7.5 Your warranties about Your Content.** You warrant and represent to us that:

- (a) you have all rights, permissions and consents necessary to upload Your Content to the Services, to have us process it as contemplated by these Terms, and (if applicable) to instruct us to send an invitation email to each contractor you name;
- (b) Your Content does not infringe any third party's intellectual property, privacy, confidentiality or other rights, does not breach any law, and is not defamatory, unlawful or misleading; and
- (c) where Your Content contains personal data of individuals (including contractors and your clients), you have a lawful basis under the UK GDPR for sharing that personal data with us and for us to process it on your instructions.

**7.6 Third-party data — contractors.** You acknowledge that contractors invited to price a tender through the Services are data subjects under UK GDPR but are not your customers and are not our customers. In relation to personal data about those contractors — whether you entered it when issuing the invitation, or the contractor confirmed it on the identity gate — you are the data controller and we are your processor, on the terms set out at Schedule 1.

**7.7 Incidental personal data.** You acknowledge that free-text fields in the Services (including project notes, line item descriptions and contractor notes) may contain personal data such as property addresses and client names. You are responsible for the content of those fields.

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## 8. How you may use the Services

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8.1 You may use the Services only for lawful purposes in the course of your professional practice, and in accordance with these Terms and any documentation we publish.

8.2 You must not:

- (a) use the Services to do anything unlawful, or to infringe any person's rights;
- (b) reverse engineer, decompile or otherwise attempt to derive the source code of the Services, except to the extent that applicable law prohibits us from restricting this;
- (c) use automated means to scrape, crawl or extract data from the Services beyond what is exposed through features we document;
- (d) attempt to probe, penetrate or disrupt the Services or any infrastructure on which they run;
- (e) upload any material containing viruses, malware or other harmful code;
- (f) impersonate any other person, or misrepresent your identity or the identity of any contractor you name;
- (g) resell or sublicense the Services, or provide the Services on a bureau or service-provider basis to third parties, except in the ordinary course of your practice where the end client is the beneficiary of your professional work;
- (h) use the Services in breach of the RICS Rules of Conduct, the RICS AI Standard, or any other professional standard, law or regulation that applies to you; or
- (i) encourage or assist any other person to do any of the above.

8.3 You are responsible for the acts and omissions of any person to whom you grant access to your account, including contractors you invite to price a tender and any of your colleagues.

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## 9. Fees, payment and VAT

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9.1 **Pricing.** At the date of these Terms, the Services are charged on a pay-per-tender basis at **£35 per tender**. A tender is a single tender analysis comprising one Schedule of Works and any number of associated contractor returns.

9.1A **Price changes.** We may change the price of the Services at any time. Changes apply only to tenders initiated after the change takes effect and are not retrospective. The price displayed when you trigger payment for a tender is the price you will be charged.

9.2 **Free tender.** Each account is entitled to one free tender. The free tender is not time-limited. It is consumed at the moment the first contractor return associated with your first tender reaches "parsed" status in your account (whether that return is uploaded by you or submitted by a contractor via an invitation). Deleting and re-uploading files before that point does not consume the free tender.

9.3 **Subsequent tenders.** Each subsequent tender is £35, charged when the first contractor return is processed for that tender.

9.4 **Payment processor.** We use **Stripe** as our payment processor. By paying through the Services, you also agree to Stripe's Services Agreement, available at <https://stripe.com/legal/ssa>, and acknowledge that Stripe (and not Tendermark) processes your payment card details. We do not see or store your full payment card number. Our use of Stripe is further described in clause 17 and the [Privacy Policy](#).

9.5 **Authorisation to charge.** You authorise us (through Stripe) to charge the payment method you provide for each tender analysis you trigger, at the price in force at the time.

9.6 **VAT.** Prices are in GBP. Tendermark Ltd is not currently VAT-registered; no VAT is charged on the Services at this time. When we register for VAT, prices will be shown exclusive of VAT and VAT will be identified separately on invoices.

9.7 **Subscriptions.** Subscription-based pricing is not offered at launch. If we introduce it in the future, the terms on which it is offered will be set out separately at the point of sign-up, and these Terms may be updated in line with clause 21.

9.8 **Invoices.** If you require an invoice for a completed transaction, email [hello@tendermark.ai](mailto:hello@tendermark.ai).

9.9 **Contractor submissions when payment is required.** If a contractor submits a priced tender to you via an invitation link while your account is in a "payment required" state, the contractor's submission will succeed and the contractor will receive their normal confirmation. You will see the responses in your account in a "payment required to view" state, and they will be released for viewing, export and share-link generation once payment for that tender has been received.

9.10 **No refunds.** Fees are non-refundable except where required by law or at our discretion. In particular, fees are not refunded because a contractor return could not be extracted with high confidence, because the contractor failed to submit by the deadline, or because you changed your mind after triggering processing.

9.11 **Fair use of the free tender.** The free tender referred to in clause 9.2 is intended for genuine evaluation of the Services. We may limit processing under the free tender, or require payment before further processing takes place, where usage is materially inconsistent with that purpose — including, without limitation, by capping the number of contractor returns processed, invitations sent, or transactional emails generated under a single free tender. Where practicable we will notify you before applying any such limit and will give you a reasonable opportunity either to pay the standard tender fee to proceed or to close the tender without further charge. This clause does not apply to paid tenders, which remain subject to no numerical limit on contractor returns.

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## 10. The benchmarking commons

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10.1 The Services include an optional feature called the **Benchmarking Commons**. If you opt in, anonymised pricing signals derived from the contractor returns you process are contributed to a shared dataset, which we use to provide benchmarking insights to Tendermark users as that feature becomes available.

10.2 **Opt-in is voluntary.** Opting in or out has no effect on your access to the Services, on the features available to you, or on the price you pay. You may change your opt-in status at any time in your account settings.

10.3 **Anonymisation.** Before any data is written to the Benchmarking Commons, we remove contractor names and contact details, project and property addresses, client names and references, surveyor and firm names, project names and any identifying free text. We retain only anonymised pricing signals (trade category, normalised description, unit, unit rate, total, project type, broad region, quarter). The detailed rules are described in the [Privacy Policy](#).

10.4 **Contributions are irrevocable.** Because contributed records are anonymised and no personal link back to you is retained, past contributions stay in the anonymous aggregate even after you opt out. Opting out stops future contributions but does not remove historical anonymised contributions.

10.5 **Professional precedent.** The Benchmarking Commons model follows the approach used by the Building Cost Information Service (BCIS), which has operated a professional data commons for the surveying profession for more than 60 years with RICS backing. The [Privacy Policy](#) describes this framing in more detail.

10.6 Further detail, including the lawful bases under UK GDPR on which we rely (contract for the core Service; legitimate interests for the Benchmarking Commons, with a right to object operationalised through the account-settings toggle), is set out in the [Privacy Policy](#).

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## 11. Service availability

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11.1 We aim to make the Services available at all reasonable times, but we do not promise uninterrupted or error-free operation. The Services may be unavailable from time to time due to planned maintenance, technical issues, or matters outside our reasonable control.

11.2 No formal service-level commitment (SLA) applies to the self-serve Services. Firms requiring a contractual SLA should contact us to discuss a separate written agreement.

11.3 We may change, suspend or withdraw features of the Services with reasonable notice where we can, or without notice where the change is urgent, minor, or required by law.

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## 12. Reliance on outputs

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12.1 The Services produce automated outputs — including extracted line items, normalised descriptions, anomaly flags, comparison tables, benchmarking context and draft report content — generated in whole or in part using artificial intelligence.

**12.2 The Services surface information for you to act on. They make no recommendations, take no decisions, and produce no output that is presented as a professional opinion.**

12.3 You acknowledge and agree that:

(a) the Services do not constitute professional advice and do not replace the professional judgement of a qualified surveyor;

(b) all outputs are subject to your professional review, verification and interpretation before you rely on them or present them to a client or other third party;

(c) consistent with the professional responsibility you already owe your clients as an RICS-certified surveyor (or equivalent), you retain sole professional responsibility for all decisions made on the basis of the outputs, for every report issued in your or your firm's name, and for the advice you give to your clients;

(d) we make no representation that any output is accurate, complete, free from error or suitable for any particular purpose; and

(e) AI-generated extraction of handwritten, scanned or irregularly-formatted source material may contain errors, and you are responsible for checking confidence indicators and verifying material values before use.

12.4 You are solely responsible for ensuring that your use of the Services complies with all professional standards applicable to you, including the RICS Rules of Conduct and the RICS AI Standard, and any applicable data-governance or professional-indemnity requirements.

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### 13. Our warranties and disclaimers

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13.1 We warrant that we will provide the Services with reasonable skill and care, in accordance with these Terms.

13.2 Except as expressly set out in these Terms, and to the fullest extent permitted by law:

- (a) the Services are provided "as is" and "as available";
- (b) we give no other warranties, conditions or representations, express or implied, including as to merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, accuracy, or completeness; and
- (c) all such other warranties, conditions and representations that would otherwise be implied by statute, common law or custom are excluded.

13.3 Nothing in this clause 13 limits our warranty as to title in any material we expressly licence to you under these Terms.

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### 14. Limitation of liability

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14.1 This clause 14, together with clauses 15 and 16, sets out the financial allocation of risk between you and us. You acknowledge that the fees payable under these Terms reflect that allocation.

14.2 **Nothing in these Terms limits or excludes our liability for:**

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be limited or excluded as a matter of English law.

14.3 **Subject to clause 14.2**, our total aggregate liability to you in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with these Terms and the Services, is limited to **the greater of:**

- (a) the total fees you have paid to us under these Terms in the 12 months immediately preceding the event giving rise to the claim; or
- (b) £1,000.

14.4 The cap in clause 14.3 applies to the aggregate of all claims under these Terms, not to each claim individually.

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### 15. Exclusion of indirect and consequential loss

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15.1 **Subject to clause 14.2**, we will not be liable to you for any of the following types of loss or damage, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, and whether or not such loss was foreseeable or we were advised of its possibility:

- (a) loss of profits;
- (b) loss of revenue, sales or business;
- (c) loss of anticipated savings;
- (d) loss of opportunity, goodwill or reputation;

(e) loss or corruption of data or information, except to the extent such loss is caused by our breach of our security obligations under Schedule 1;

(f) loss resulting from reliance on any output of the Services; or

(g) any indirect, consequential, special, punitive or exemplary loss of any kind.

15.2 This clause 15 operates in addition to, and not in substitution for, the cap in clause 14.3.

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## 16. Your indemnity to us

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16.1 You will indemnify, defend and hold us (and our directors, officers and employees) harmless from and against all claims, losses, damages, liabilities, fines, penalties, and reasonable costs and expenses (including reasonable legal fees) arising out of or in connection with:

(a) any claim brought against us by your client, the end client of any project you work on, any contractor you invite to price a tender, or any other third party, arising out of or relating to your use, interpretation or distribution of any output of the Services;

(b) any breach by you of clause 7.5 (your warranties about Your Content);

(c) any material breach by you of these Terms; or

(d) your negligent or wilful misconduct in your use of the Services.

16.2 We will (i) promptly notify you of any claim covered by this clause, (ii) give you reasonable assistance at your expense to defend it, and (iii) not settle any such claim without your prior written consent (not to be unreasonably withheld). You may assume control of the defence at your own cost, provided you do not settle on terms that admit liability on our part or require us to take or refrain from any action without our written consent.

16.3 For the avoidance of doubt, this clause reflects that you, and not us, are the professional of record for the work you carry out for your clients using the Services.

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## 17. Data protection and the DPA

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17.1 In providing the Services, we process personal data as both a controller (in respect of data about you and your use of the Services) and a processor (in respect of data about your projects, clients, contractors and other third parties). Our processing is described in the [Privacy Policy](#).

17.2 **Schedule 1 (Data Processing Terms)** forms part of these Terms and governs our processing of personal data as your processor. It is incorporated into these Terms by reference and does not need to be separately signed. Accepting these Terms constitutes your acceptance of Schedule 1.

17.3 If your firm requires a wet-signed standalone DPA, contact us at [hello@tendermark.ai](mailto:hello@tendermark.ai) and we will provide a signing-version of Schedule 1 on reasonable notice.

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## 18. Intellectual property

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18.1 **Our IP.** We own or license all intellectual property rights in the Services, including the software, content, branding and materials we provide (other than Your Content). We grant you a non-exclusive, non-transferable, non-sublicensable licence to use the Services during the term of these Terms, for your business use in accordance with these Terms.

18.2 **Your IP.** You retain ownership of Your Content and grant us the licences set out in clause 7.

18.3 **Outputs.** Outputs generated by the Services for your account are Your Content for the purposes of these Terms. You may use them freely in the course of your professional practice, including by sharing them with your clients.

18.4 **Feedback.** If you give us feedback, suggestions or ideas about the Services, we may use them without obligation or compensation to you.

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## 19. Confidentiality

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19.1 We will keep Your Content and any other information you disclose to us that is marked or reasonably identifiable as confidential ("**Your Confidential Information**") in confidence, and will use it only for the purposes of providing the Services, exercising our rights and performing our obligations under these Terms, and complying with applicable law.

19.2 This obligation does not apply to information that is in or comes into the public domain other than through our breach, that you already knew without obligation of confidence, or that we are required to disclose by law or regulatory authority.

19.3 You agree to keep in confidence any non-public information about the Services that we share with you, including pricing methodology, benchmarking methodology and product roadmap.

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## 20. Suspension and termination

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20.1 **Termination by you.** You may close your account at any time by following the account closure process in the Services or by emailing [hello@tendermark.ai](mailto:hello@tendermark.ai). Closure is effective immediately.

20.2 **Termination by us for cause.** We may suspend your access to the Services, or terminate these Terms, with immediate effect on written notice if:

- (a) you materially breach these Terms and (where the breach is capable of remedy) do not remedy it within 14 days of our notice asking you to do so;
- (b) you fail to pay any undisputed fee when due and remain in arrears for more than 14 days after our written reminder;
- (c) you are the subject of a petition or order for your bankruptcy, administration, winding up or equivalent insolvency process, or you cease or threaten to cease to carry on business; or
- (d) we reasonably believe your use of the Services creates a security, legal, regulatory or reputational risk to us or other users.

20.3 **Termination by you for our cause.** You may terminate these Terms with immediate effect on written notice if:

- (a) we materially breach these Terms and (where the breach is capable of remedy) do not remedy it within 14 days of your notice asking us to do so; or
- (b) we are the subject of a petition or order for our bankruptcy, administration, winding up or equivalent insolvency process, or we cease or threaten to cease to carry on business.

20.4 **Termination by us for convenience.** We may terminate these Terms for convenience on 30 days' written notice. If we do, we will refund any unused prepaid fees, and we will reasonably assist you to export Your Content during the notice period.

20.5 **Effect of termination.** On termination:

- (a) your right to access the Services ends;
- (b) we will, on request within 30 days, make Your Content available to you for export in a reasonable format, after which we will delete it in accordance with the [Privacy Policy](#) and Schedule 1;
- (c) clauses that by their nature should survive termination (including clauses 7.4, 14, 15, 16, 17, 19, 22 and 23) will survive; and

(d) anonymised contributions already written to the Benchmarking Commons will remain in the aggregate (see clause 10.4).

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## 21. Changes to these Terms

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21.1 We may change these Terms from time to time, for example to reflect changes in our Services, in applicable law, or in our business.

21.2 **Non-material changes** (for example, correcting typos, clarifying wording or updating contact details) take effect on posting of the revised Terms on our website, with an updated effective date.

21.3 **Material changes** (for example, changes that reduce your rights, increase your obligations or change pricing structure) will take effect no sooner than 30 days after we have given you notice of the change. We will notify you of material changes by email to the address on your account and by an in-product notice. You will be asked to re-accept the revised Terms the next time you sign in after the effective date.

21.4 If you do not accept a material change, you may close your account before the effective date. Continued use of the Services after the effective date constitutes acceptance of the revised Terms.

21.5 We maintain an archive of superseded versions of these Terms. Contact [hello@tendermark.ai](mailto:hello@tendermark.ai) if you need a copy of the version you originally accepted.

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## 22. Dispute resolution

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22.1 If a dispute arises between us about these Terms or the Services, we each agree to try in good faith to resolve it informally before commencing formal proceedings. Either party may initiate this by emailing the other with a written summary of the dispute; we will each nominate a senior individual to discuss the matter within 14 days of that notice.

22.2 If the dispute is not resolved within 30 days of the initial notice, either party may commence proceedings in accordance with clause 23.

22.3 Nothing in this clause prevents either party from seeking urgent injunctive or equitable relief at any time.

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## 23. Governing law and jurisdiction

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23.1 These Terms, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), are governed by the laws of **England and Wales**.

23.2 The courts of **England and Wales** have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

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## 24. General

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24.1 **Entire agreement.** These Terms, the [Privacy Policy](#) and Schedule 1 together form the entire agreement between us in respect of the Services and supersede any prior agreement, understanding or communication.

24.2 **No reliance.** Each party confirms it has not relied on any representation, statement or warranty not expressly set out in these Terms.

24.3 **Severability.** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions continue in force.

24.4 **Waiver.** A failure or delay in exercising any right under these Terms is not a waiver of that right.

24.5 **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations to an affiliate or to a successor in connection with a sale or reorganisation of our business.

24.6 **Third party rights.** A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms. This does not affect any right or remedy that exists otherwise than under that Act.

24.7 **Force majeure.** Neither party is liable for any failure or delay in performance caused by events beyond its reasonable control (including outages of upstream providers such as cloud infrastructure, internet disruption, industrial action, acts of government, or natural disaster), provided the affected party takes reasonable steps to mitigate the impact and resumes performance as soon as reasonably possible.

24.8 **Notices.** Notices under these Terms may be given by email. Notices to us should be sent to [hello@tendermark.ai](mailto:hello@tendermark.ai). Notices to you will be sent to the email address on your account.

24.9 **Electronic acceptance.** You agree that clicking to accept these Terms, and completing payment through Stripe with the acceptance text displayed at checkout, constitute your electronic signature on these Terms for the purposes of the Electronic Communications Act 2000 and any other applicable law.

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## 25. How to contact us

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For any question about these Terms or the Services, contact us at:

*\*\*Tendermark Ltd\*\**

*66 Paul Street*

*London EC2A 4NA*

*United Kingdom Email: \*\*hello@tendermark.ai\*\**

*Company number: \*\*17161246\*\**

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## Schedule 1: Data Processing Terms

See the document titled "Schedule 1 to the Tendermark Terms of Service: Data Processing Terms" (published at [tendermark.ai/dpa](https://tendermark.ai/dpa) and reproduced as Schedule 1 to these Terms). Schedule 1 is accepted by the same click-through mechanism as the main body of these Terms and does not need to be separately signed.

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**Tendermark Ltd, 66 Paul Street, London EC2A 4NA · Company number 17161246**