

TERMS AND CONDITIONS

Welcome to Liswork! We provide logistics and transportation services.

In these terms and conditions (**Terms**), when we say **you** or **your**, we mean both you, the business or individual on behalf of a business entity placing an order for services (**Services**) and if applicable, any entity you are representing (such as your employer). When we say **we**, **us** or **our**, we mean Liswork Ltd, a company registered in England and Wales with company number 12722991. These Terms are entered into between us and you, each a **Party** and together the **Parties**.

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning throughout these Terms or at the end of these Terms.

For questions about these Terms, or to get in touch with us, contact us using the details below:

1. These Terms

- 1.1 **What these Terms Cover:** These Terms contain the terms and conditions on which we supply the Services to you.
- 1.2 Please read these Terms carefully before you accept these Terms. These Terms tell you who we are, how we will provide the Services to you, how you and we may change or end these Terms, what to do if there is a problem with the Services and other important information. If you think that there is a mistake in these Terms or require any changes to these Terms, please contact us to discuss (using our contact details above).
- 1.3 **How to tell us about problems:** If you have any questions or complaints about the Services, please contact us to discuss (using our contact details provided on the website).
- 1.4 In case of any conflict or inconsistency between your terms and conditions and these Terms, these Terms will prevail.
- 1.5 Where you have proposed your own terms and conditions, these Terms will prevail.

2. Acceptance and Term

- 2.1 You accept these Terms by requesting our Services via the website, email, any of our platforms, or by telephone.
- 2.2 If you are using the Platform (Nexus) for placing an order for the use of the Services on behalf of your employer or business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.
- 2.3 These Terms apply from when you have accepted these Terms in accordance with clause 2.1, until we have completed the supply of the Services, as reasonably determined by us.

3. Use of the Services

- 3.1 You must not place an order for Services through the Platform unless you are at least 18 years old and you are operating as a business and not a consumer.
- 3.2 All personal data that you give to us will be treated in accordance with our privacy policy. You can find our privacy policy on the website.

4. Accounts

- 4.1 You must request an account login on the Platform (Nexus) to purchase the Services from us (**Account**), subject to our terms and conditions. It is your responsibility to keep the Account details confidential. You are responsible for all activity on your Account, including bookings made using your Account details.

5. Our supply of the Services

- 5.1 In consideration of your payment of the Price, we will provide the Services in accordance with these Terms and all applicable Laws, whether ourselves or through our Personnel.
- 5.2 We warrant to you that the Services will be provided using reasonable care and skill.
- 5.3 We will not be responsible for any Services unless expressly set out in the inclusions on the booking page at the time of placing your order.
- 5.4 For the avoidance of doubt, we will not act as a storage facility and you may only use our Services if you require goods to be transported and delivered to a specified location. Where any goods are held at our premises for an extended period of time, and we are not carrying out our Services as agreed or where you have failed to attend your delivery Appointment, you accept that we may charge you additional expenses as a result of storing your goods.

6. Acceptance of Goods

- 6.1 We reserve the right to inspect any goods tendered for the Services and refuse to accept any goods that are improperly packaged, mislabeled, leaking, damaged, or which we have reason to believe may contain prohibited, restricted or dangerous goods.

- 6.2 You shall be responsible for properly and adequately packaging, marking, labelling and providing appropriate documentation for all goods in accordance with applicable laws and regulations. We will not be liable for any loss, damage or delay caused by your failure to comply with this clause 6.

7. Cancellations and Rescheduling

- 7.1 At the time of placing an order for our Services through the Platform, you may select a date and time and the type of service for us to supply the Services (**Appointment**).
- 7.2 In the unlikely event that we need to cancel an Appointment due to no fault on your part, such as due to adverse weather conditions, we will aim to provide you with as much notice as possible.
- 7.3 If, for any reason, you need to cancel an Appointment with us, we would appreciate you giving us as much notice as you can, and in any event, at least 3 hours' notice prior to the Appointment unless agreed otherwise, by calling or emailing us using the contact details at the beginning of these Terms.
- 7.4 If you are more than 10 minutes delayed in providing us access to the Premises after the agreed Appointment time for transportation or delivery of the goods, and do not contact us in advance to let us know, the Appointment will be considered cancelled by you without notice.
- 7.5 Where you do not provide us with notice to cancel an Appointment in accordance with clause 7.3, the goods are not ready for collection by the time of your Appointment, or you are more than 10 minutes delayed in attending to the agreed Appointment time for the transportation or delivery of the goods, the Price will constitute the cancellation fee. You acknowledge and agree that this is a genuine pre-estimate of our loss arising as a result of your failure to give us notice of your unavailability, or failure to attend your appointment on time.

8. Variations

- 8.1 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under these Terms, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause.
- 8.2 If a delivery or collection of goods as part of the Services takes longer than originally anticipated due to a fault on your part, we reserve the right to recover any additional costs we incur as a result of the extra time spent providing the Services.

9. Additional Charges

- 9.1 We reserve the right to levy additional charges in relation to the provision of the Services, in circumstances including but not limited to:
- (a) fines, penalties, or levies incurred by us due to fault on your part;
 - (b) delays or waiting times beyond the scheduled or advised periods for any of the Services; and
 - (c) any other costs or expenses arising from your acts, omissions or delays.
- 9.2 We will notify you of any additional charges, which shall be payable in accordance with clause 10.2.

10. Payment

- 10.1 You must pay us the purchase price of each Service you book, plus any applicable costs (including but not limited to mileage and fuel costs) as set out on the Platform (the Price) in accordance with this clause. All amounts are stated in pounds sterling, being the currency of the United Kingdom from time to time, and are inclusive of value added tax (or any equivalent tax in the UK), where applicable.
- 10.2 You must pay us the Price, any additional charges, and any other amount due and payable under these Terms on completion of the Services. The amount and payment method will be set out in the invoice, and you must make any payments due within 30 days of the date of the invoice, or as otherwise agreed between the Parties (**Payment Terms**).
- 10.3 You will be entitled to use any part of the Services until the Price has been fully paid. However, you are responsible for making the payment in accordance with clause 10.2.
- 10.4 You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- 10.5 The payment methods we offer are set out on this agreement. We offer payment through bank transfer only. We do not store any credit card details.
- 10.6 If any payment (including payment for any additional charges we incur) has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
- (a) after a period of 5 Business Days, cease providing the Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so (including reasonable legal fees, debt collector fees and mercantile agent fees); and/or
 - (b) charge interest at a rate equal to 4% above the Bank of England's base rate, from time to time, but at 4% a year for any period when that base rate is below 0%, per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.

11. Premises

- 11.1 You agree to provide us (and our Personnel) with access to the Premises (and the facilities at the Premises) and any other premises as is reasonably necessary for us to provide the Services, free from harm or risk to health or safety:
- (a) at the times and on the dates reasonably requested by us or as agreed between the Parties; and/or
 - (b) to enable us to comply with our obligations under these Terms or at Law.
- 11.2 If we arrive at the Premises to provide delivery Services or to collect the goods as part of the Services, but are unable to do so due to your failure to comply with this clause 11, you acknowledge and agree that the delivery and/or collection Services will not be provided, and you will be liable to pay us the Price in full. You acknowledge and agree that this is a genuine pre-estimate of our loss as a result of your failure to comply with this clause 11.
- 11.3 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 11.

12. Title and Risk

Risk and title in the goods will remain with you and transfer to the intended recipient of the goods, at the time it is delivered to them to the Premises (as instructed by you).

13. Warranties and Representations

- 13.1 You represent, warrant and agree:
- (a) to comply with these Terms and all applicable Laws;
 - (b) that all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (c) to comply with our reasonable requests or requirements;
 - (d) that you will be responsible for properly and safely loading and stowing the goods onto our vehicles at the point of collection. We will not be liable for any loss or damage caused by your improper loading practices;
 - (e) that you will be responsible for promptly unloading the goods from our vehicles at the Premises. Our responsibility for the goods shall cease upon arrival at the Premises;
 - (f) that if you fail to accept the delivery of goods at the agreed delivery date and time, and unload the goods as scheduled, we reserve the right to charge reasonable storage and redelivery fees;
 - (g) that we shall not be obliged to provide any unloading or handling services beyond delivering the goods at the Premises at the date and time agreed. Any such additional services will constitute a variation to the Services and will be charged in accordance with clause 8;
 - (h) that you will honestly disclose the value of the goods we will transport on your behalf;
 - (i) that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services; and
 - (j) that you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for any particular purposes), unless expressly stipulated in these Terms.
- 13.2 In relation to reviews that are submitted on the Platform or third party review platform, you warrant, represent and agree that:
- (a) any review, rating or feedback submitted in relation to the Services or us on the Platform or any other Platform or medium shall be fair, truthful and accurate. You shall not post any reviews or feedback that:
 - i. contain any false, misleading, libellous or defamatory statements;
 - ii. disclose any confidential information of ours;
 - iii. promote any illegal activities or intents; or
 - iv. violate any applicable laws, regulations or third-party rights.

14. Intellectual Property

- 14.1 All intellectual property developed, adapted, modified or created by or on behalf of us or our Personnel, whether before or after the date of acceptance of these Terms, will at all times vest, or remain vested, in us. As between the Parties, any intellectual property created in the provision of the Services will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such intellectual property rights in any new intellectual property and/or improvements to the new intellectual property or our intellectual property do not automatically vest in us, you agree to do all things necessary or desirable to assure our title to such rights.
- 14.2 Nothing in these Terms constitutes a transfer or assignment of any intellectual property rights.
- 14.3 This clause 14 will survive termination or expiry of these Terms.

15. Confidential Information

- 15.1 Subject to clause 15.2, each Receiving Party must (and must ensure that its Personnel do) keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
- 15.2 The obligations in clause 15.1 do not apply to Confidential Information that:
- (a) is required to be disclosed in order for the Parties to comply with their obligations under these Terms;
 - (b) is authorised to be disclosed by the Disclosing Party;
 - (c) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or
 - (d) must be disclosed by Law or by a regulatory authority, including under subpoena, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.
- 15.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 15. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 15.
- 15.4 This clause 15 will survive the termination of these Terms.
- 16. Limitations on and exclusions to our liability**
- 16.1 Neither Party may benefit from the limitations and exclusions set out in this clause 16 in respect of any liability arising from its deliberate default.
- 16.2 The restrictions on liability in this clause 16 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.
- 16.3 Nothing in these 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;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - (d) defective products under the Consumer Protection Act 1987.
- 16.4 Subject to clauses 16.1 (no limitation in respect of deliberate default), and 16.2 (liability which cannot legally be limited, but despite anything else to the contrary, to the maximum extent permitted by law):
- (a) neither Party will be liable for any Consequential Loss;
 - (b) a Party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
 - (c) our aggregate liability for any liability arising from or in connection with these Terms will be limited to us resupplying the Services to you.
 - (d) We have given commitments as to the compliance of the Services with these Terms and applicable Laws in clause 5. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.
- 16.5 This clause 16 will survive the termination or expiry of these Terms.
- 17. Termination**
- 17.1 We may terminate these Terms at any time by giving 3 hours' notice in writing to you.
- 17.2 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material provision of these Terms and that breach has not been remedied within **1** Business Day of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 17.3 Upon expiry or termination of these Terms:
- (a) we will immediately cease providing the Services;
 - (b) to the maximum extent permitted by law, you agree that any payments made by you to us are not refundable to you; and
 - (c) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
 - (d) by us pursuant to clause 17.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including legal fees, debt collector fees and mercantile agent fees); and

- (e) you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or material owned by us that is in your possession or control, subject to any rights you may have to any Intellectual Property in accordance with clause 14.

17.4 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of these Terms.

17.5 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

17.6 This clause 17 will survive the termination or expiry of these Terms.

18. Privacy

Each Party agrees to comply with Applicable Data Protection Laws and the Parties agree that our Data Processing Addendum set out in Attachment 1 to forms part of these Terms.

19. General

19.1 **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our listing page on the website. Prior to making a booking, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any booking that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you made your booking.

19.2 **Assignment:** Subject to clause 19.3, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

19.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

19.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

19.5 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask The Centre for Effective Dispute Resolution to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

19.6 **Entire agreement:** Subject to your consumer law rights, these Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersede and extinguish all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

19.7 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing of the details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

19.8 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

19.9 **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

19.10 **Publicity:** You agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website or in our promotional material.

19.11 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause 19.3, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.12 Third party sites: The Website may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase services from a third party website linked on the Website, such third party provides the services to you, not us.

20. Definitions

Business Day means a day on which banks are open for general banking business in England and Wales, excluding Saturdays, Sundays and bank holidays.

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) is prepared or produced under or in connection with these Terms at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under these Terms will not constitute "Consequential Loss" for the purposes of this definition.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

Dispute has the meaning given in clause 19.5.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Premises means the collection and/or delivery location as advised by you and agreed by us on the Platform/in the relevant quote or as otherwise agreed in writing.

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

21. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) any obligation on a Party not to do something includes an obligation not to allow that thing to be done;
- (h) a reference to time is to local time in London; and
- (i) a reference to £ or pounds refers to the currency of the United Kingdom from time to time.

ATTACHMENT 1– DATA PROCESSING ADDENDUM

1. General

This Data Processing Addendum (DPA) supplements the terms of the Terms and Conditions that this DPA is attached to (Agreement) and applies to our provision of Services to you under the Agreement (as the Parties are defined in the Agreement). This DPA applies from the date you agree to our Agreement and will continue in accordance with the terms of this DPA.

2. Definitions

2.1 Capitalised terms in this DPA have the meaning given in the Agreement, the Annexures, and as set out below:

Applicable Data Protection Law means the laws and regulations applicable to the processing of Personal Data by the Parties in connection with the Agreement, including the Data Protection Act 2018.

EU GDPR means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

Transferred Data means any Personal Data Processed by us or our Personnel on behalf of you in connection with the Agreement.

Restricted Transfer means a transfer of personal data from the United Kingdom to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

UK GDPR means the EU GDPR as incorporated into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.

UK Addendum means the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers approved by the Information Commissioner's Office under section 119A of the Data Protection Act 2018 on 21 March 2022 (version B.1.0), and as updated from time to time.

2.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processor", "Processing" and "Sub-Processor" shall have the same meaning as in the UK GDPR.

3. Roles of the Parties

The Parties acknowledge and agree that in connection with the Agreement, where you provide us with Transferred Data, we are the Processor and you are the Controller.

4. Processing of Personal Data

4.1 Each Party agrees to comply with Applicable Data Protection Law in the Processing of Transferred Data.

4.2 You instruct us to process Transferred Data in accordance with this DPA (including in accordance with Annex 1).

4.3 We agree to not process Transferred Data other than on your documented instructions.

5. Our Personnel

We agree to take reasonable steps to ensure the reliability of any of our Personnel who may have access to the Transferred Data, ensuring in each case that:

- (a) access is strictly limited to those individuals who need to know / access the relevant Transferred Data, as strictly necessary for the purposes of the Agreement; and
- (b) the relevant Personnel are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. Security

6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we agree to implement appropriate technical and organisational measures in relation to the Transferred Data to ensure a level of security appropriate to that risk in accordance with Applicable Data Protection Law.

6.2 In assessing the appropriate level of security, we agree to take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

7. Sub-Processing

7.1 You authorise our engagement of the Sub-Processors already engaged by us at the date of this DPA, which are set out at Annex 3.

7.2 Where we wish to engage a new Sub-Processor, we agree to provide written notice to you of the details of the engagement of the Sub-Processor at least 14 days' prior to engaging the new Sub-Processor (including details of the processing it will perform). You may object in writing to our appointment of a new Sub-Processor within 7 days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Parties will discuss such concerns in good faith with a view to achieving resolution. If the Parties are not able to achieve resolution, we may, at our election:

- (a) not appoint the proposed Sub-Processor;
- (b) not disclose any Transferred Data we process on your behalf to the proposed Sub-Processor; or
- (c) inform you that we may terminate the Agreement (including this DPA) for convenience, in which case, clause 14.2 will apply.

7.3 You agree that the remedies described above in clauses 7.2(a)-(c) are the only remedies available to you if you object to our engagement of any proposed Sub-Processor by us.

7.4 Where we engage a Sub-Processor to process Transferred Data, we agree to enter into a written agreement with the Sub-Processor containing data protection obligations no less protective than those in this DPA with respect to the Transferred Data, and to remain responsible to you for the performance of such Sub-Processor's data protection obligations under such terms.

- 7.5 Where the the transfer of Transferred Data from us to a Sub-Processor is a Restricted Transfer, it will be subject to the UK Addendum (and documents or legislation referred to within it), which shall be deemed to be incorporated into this DPA, and the UK Addendum is considered an appropriate safeguard.
- 8. Data Subject Rights**
- 8.1 Taking into account the nature of the Processing, we agree to assist you by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations, as reasonably understood by you, to respond to requests to exercise Data Subject rights under the Applicable Data Protection Law.
- 8.2 We agree to:
- (a) promptly notify you if we receive a request from a Data Subject under any Applicable Data Protection Law in respect of Transferred Data; and
 - (b) ensure that we do not respond to that request except on your documented instructions or as required by Applicable Data Protection Law to which we are subject, in which case we shall, to the extent permitted by Applicable Data Protection Law, inform you of that legal requirement before we (or our Sub-Processor) respond to the request.
- 9. Personal Data Breach**
- 9.1 We agree to notify you without undue delay upon becoming aware of a Personal Data Breach affecting Transferred Data, and to provide you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 9.2 We agree to co-operate with you and take reasonable commercial steps as directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
- 9.3 If you decide to notify a Supervisory Authority, Data Subjects or the public of a Personal Data Breach, you agree to provide us with advance copies of the proposed notices and, subject to Applicable Data Protection Law (including any mandated deadlines under the UK GDPR), allow us an opportunity to provide any clarifications or corrections to those notices.
- 10. Data Protection Impact Assessment and Prior Consultation**
- We agree to provide reasonable assistance to you with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which you reasonably consider to be required by article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law (to the extent you do not otherwise have access to the relevant information and such information is in our control).
- 11. Deletion or return of Personal Data**
- Subject to this clause 11, and subject to any document retention requirements at law, we agree to promptly and in any event within 30 business days of the date of cessation of any Services involving the Processing of Transferred Data (**Cessation Date**), delete and procure the deletion of all copies of those Transferred Data.
- 12. Audit Rights**
- 12.1 Subject to this clause 12, where required by law, we shall make available to you on request all information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you in relation to the Processing of Transferred Personal Data by us.
- 12.2 Where clause 12.1 applies, any audit (or inspection):
- (a) must be conducted during our regular business hours, with reasonable advance notice (which shall not be less than 30 business days);
 - (b) will be subject to our reasonable confidentiality procedures;
 - (c) must be limited in scope to matters specific to you and agreed in advance with us;
 - (d) must not require us to disclose to you any information that could cause us to breach any of our obligations under Applicable Data Protection Law;
 - (e) to the extent we need to expend time to assist you with the audit (or inspection), this will be funded by you, in accordance with pre-agreed rates; and
 - (f) may only be requested by you a maximum of one time per year, except where required by a competent Supervisory Authority or where there has been a Personal Data Breach in relation to Transferred Personal Data, caused by us.
- 12.3 Your information and audit rights only arise under clause 12.1 to the extent that the Agreement does not otherwise give you information and audit rights that meet the relevant requirements of Applicable Data Protection Law.
- 13. Liability**
- Despite anything to the contrary in the Agreement or this DPA, to the maximum extent permitted by law, the Liability of each Party and its affiliates under this DPA is subject to the exclusions and limitations of Liability set out in the Agreement.
- 14. Termination**
- 14.1 Each Party agrees that a failure or inability to comply with the terms of this DPA and/or the Applicable Data Protection Law constitutes a material breach of the Agreement. In such event, you may, without penalty:
- (a) require us to suspend the processing of Transferred Data until such compliance is restored; or
 - (b) terminate the Agreement effective immediately on written notice to us.
- 14.2 In the case of such suspension or termination by you, we shall provide a prompt pro-rata refund of all sums paid in advance under the Agreement which relate to the period of suspension or the period after the date of termination (as applicable).
- 14.3 Notwithstanding the expiry or termination of this DPA, this DPA will remain in effect until, and will terminate automatically upon, deletion by us of all Transferred Data covered by this DPA, in accordance with this DPA.

ANNEX 1

DESCRIPTION OF TRANSFER

Personal Data Transferred	Identity Data including first name, middle name, last name, maiden name, title, date of birth, gender, job title, photographic identification, and pronouns. Contact Data of [insert types of data subjects] including billing addresses, delivery addresses, email addresses and telephone numbers. Employee details including Identity Data and Contact Data of past, present and future employees. Financial Data including bank account Marketing and Communications Data including preferences in receiving marketing from us and our third parties and communication preferences.
Special Categories of Personal Data and criminal convictions and offences	Special Categories of Data will not be processed
Frequency of the transfer	ad hoc
Nature of the transfer	As specified in the Agreement and this DPA, including without limitation, use by us of Transferred Data to provide the Services.
Purpose of processing	The purpose of the transfer and processing are as specified in the Agreement and this DPA.
Duration of the Processing	The term of the Agreement, and for a period of 30 days after termination or expiry of the Agreement, unless otherwise required by law.

ANNEX 2

LIST OF SUB-PROCESSORS

SUB-PROCESSOR	LOCATION	PURPOSE/ SERVICES	WEBSITE & CONTACT DETAILS
Microsoft	UK	Cloud services, data centre services	https://myaccount.microsoft.com
Google	UK	Cloud services, data centre services	https://admin.google.com
Nexus	UK	Data centre services	https://mynexus.pallex.com
Interserver	UK	Website hosting	https://www.interserver.net
iCloud	UK	Cloud services, data centre services	https://www.icloud.com