



TERMS OF BUSINESS

Legal Information

These are the T&Cs that apply to our Services. If you place an Order or instruct us to provide any Services, you confirm that you have read, understood and accepted them.

We are ANALYTICS WITH ANDREW LIMITED, a limited company incorporated in England with company number 15026338, whose registered office is at The Collar Factory, St. Augustine Street, Taunton, Somerset, England, TA1 1QN (**'Business'**, **'we'**, **'our'**, and **'us'**).

Privacy. We respect your privacy and are committed to protecting your personal data. Please see our Privacy Policy via our Website: <https://analyticswithandrew.co.uk/>.

(1) AGREEMENT

- (1) Your **Agreement** with us, which provides a framework for the provision of Services by us to you, is made up of the Terms of Service (**the Terms**).
- (2) **The Terms** consist of the following legal documents which are expressly incorporated into the Agreement by reference: (i) the **Details**, which are the specifics of the Services (including any Deliverables) set out by us in an email, cover sheet or statement of work, and include key T&Cs that apply; (ii) these Terms of Business (**these Terms** or **Terms & Conditions**); and (iii) the **Data Protection Terms** enclosed/attached.
- (3) If you place an Order or instruct us to provide Services, you agree to the Terms, even if you or we don't sign anything.
- (4) Some words in the Agreement have specific meanings. We've defined those words throughout and at the end of these Terms.
- (5) If anything is inconsistent in the Terms, the Details have priority, unless otherwise expressly stated in the Details. For example, if the Details say 7 days and these Terms say 14, then 7 applies.
- (6) **Updates to the Terms.** We may amend the Terms from time to time. Updates are effective immediately upon posting to our Website or transmission to you by email, whichever is sooner. If any update materially adversely affects your rights and obligations, we will provide written notice to you using your contact details and those changes will be effective no sooner than 30 days after we notify you. Your continued use of the Services means you agree to such changes.

(2) SERVICES

- (1) **Services.**
 - (a) We offer a variety of services, and at the heart of these are **Deliverables** (the things you get) (together, the **Services**) developed by us and our Team as part of the provision of Services to you, in any form.

(b) Our Services and/or Deliverables are provided to you on a non-exclusive basis.

(c) We may use third party service providers to deliver the Services, who may process your/your Team's personal data, which you acknowledge and authorise, and you may be required to accept those providers' terms and conditions and purchase a license or licenses from them to use/access the Services, including the following:

(i) Microsoft Power BI (more info: <https://www.microsoft.com/en-gb/power-platform/products/power-bi/>)

(2) **Orders.** You can offer to purchase Services from us any time (**Order**). Orders are offers by you to purchase Services subject to the Terms. If you accept what we propose in the Details, kindly place your Order: via email or by signing where indicated. If we accept your Order by email confirmation or countersignature, then it's all agreed (**Order Confirmation**). We may not request your signature, in which case agreement by email will be just as good.

(3) **Authorisation and access.** By placing an Order you authorise us to access and use your and (if applicable) your Team's data/personal information in accordance with the Terms of Service.

(4) **Changes and Additional Services.** You may request: (i) changes to the Services, including changes to the specification, scope, execution or timing (including time allocations) of the Services ("**Changes**"); or (ii) additional Services not in the original scope set out in the Details ("**Additional Services**"). Changes and Additional Services are chargeable at our prevailing prices and subject to written agreement, which shall set out the proposed effect (if any) on the Services, Charges, timetable, and any of the terms of the Terms. A request for Changes or Additional Services shall constitute an Order made as part of the Agreement to which it relates and shall not form a separate contract to it.

(5) **Statements of work.** A statement of work specifies the Services to be provided by us and related terms. Each shall constitute an Order made as part of the Agreement to which it relates and shall not form a separate contract to it.

(6) We aim to stick to any timetable agreed. However, it's estimated.

(7) You are not obliged to request or require the performance of any Services, nor shall we be obliged to perform the Services unless both parties agree. Furthermore, we shall decide the methods and ways in which we deliver the Services.

(8) We may provide Services using such equipment and from such premises and/or time zone as we in our sole discretion may see fit.

(3) TERM AND TERMINATION

(1) **Commencement.** The Agreement commences (becomes legally binding) on the first Order Confirmation date or on an earlier date specified in the Details. In either case it is known as the **Effective Date**, which may differ from the Services start date.

(2) **Duration.** The Agreement continues until you let us know in writing that you'd like to end it, or vice versa. However, the earliest it can end is once all the agreed Services are delivered, plans have ended and after any agreed minimum term (if applicable), except where the Details say something different in regard to duration. For the avoidance of doubt, nothing in the Terms shall restrict our termination rights under clause 3.5 below.

(3) **Plans.** Unless otherwise set out in the Details the following applies to plans. Plans for Services, such as retainers or other recurring Services, start on the agreed date for an initial period and auto-renew until cancellation. Each such period is a billing cycle. To cancel, either party may give written notice during one period and the plan cancels at the end of the next (one period clear notice), unless there's a minimum term, the last day of which is the earliest possible end date.

(4) **Termination or expiry of the Agreement** does not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

(5)(a) **We have the right to end the Agreement** or Licenses, or suspend provision of the Services, immediately by giving written notice to you, if: (i) you materially (seriously) breach the Agreement and this cannot be fixed, or if it can be fixed and you don't do so within 14 days of our request; (ii) you don't pay us an amount we're owed for 14 days or more after the payment due date; (iii) you repeatedly breach the Terms; (iv) you stop or threaten to stop all or a substantial part of your business; (v) you die or become incapable of managing your own affairs; (vi) any promise, statement or assurance given by you in the Agreement is found to be untrue; or (vii) in our opinion you act in an inappropriate, bullying, harassing, aggressive or intimidatory way towards us, any of our Team, or any other person using the Services.

(b) Doing so doesn't affect our legal rights or remedies.

(6) **When the Agreement ends**, for any reason, you agree to do the following promptly: (a) pay our outstanding unpaid Charges for Services provided until the Agreement end date, and any interest and pre-agreed expenses; (b) stop using the Services, unless the Licenses allow you to; (c) return our property, unless the Licenses allow you to keep it; and (d) return anything containing our confidential information, and erase it from your systems.

(4) CHARGES AND PAYMENT

(1) **Charges.** You agree to pay us the **Charges** for Services provided, which are the prices quoted to you in writing. Pre-agreed expenses incurred by us are charged to you at cost.

(2) **Charges and scope.** New Charges apply when changes are made to the scope of the Services. Charges for additional Services (such as new projects or ad-hoc work) requested by you are based on our prevailing prices.

(3) **Due dates.** Charges are due on the payment due dates specified or defined in the Details. If due dates aren't specified or defined in the Details, the following applies: Charges are due in full in advance before we provide any Services, and in the case of recurring Services such as plans, Charges are due in advance on the first day of each period of your plan. In all of the above scenarios, we'll submit invoices to you in line with the due dates, which are payable on receipt.

(4) **Advance payments and deposits.** We may require you to pay Charges or any other sums in advance to secure our time before the Services start, for example retainers or deposits.

(5) **Time allocations.** Any time allocated to you, for example retainers or pre-agreed timeslots for any Services, that remains unused at the end of a given period do not carry over or accumulate, unless otherwise agreed.

(6) **Billing.** If requested, you must provide up-to-date, accurate and complete billing information and one or more Payment Methods. A "**Payment Method**" is an up-to-date, valid, accepted and authorised method of payment, as may be updated from time to time.

(7) **How to pay.** We accept Bacs payments, however you authorise us and our third party payment processors to charge your Payment Methods for the Charges on or after the due dates.

(8) **Taxes.** Unless otherwise stated, Charges quoted exclude value added tax (**VAT**), which you agree to pay to us at the prevailing rate (if applicable). We are not presently registered for VAT but may be in future at which point VAT shall be added to our Charges.

(9) **Interest** is charged to you on overdue sums from the due date until payment, whether before or after judgment, which will accrue each day at 4% a year 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%.

(10) **Price increases.** We reserve the right to increase the Charges on an annual basis with effect from each anniversary of the Effective Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period based on the latest available figure for the percentage increase in the Retail Prices Index.

(5) YOUR RESPONSIBILITIES

(1) **To enable us to provide the Services**, you agree to: (a) co-operate with us, including by appointing a single point of contact or project manager; (b) (if applicable) to enable us to provide the Services, provide, for us and our Team, in a timely manner and at no charge, access to your information, data, documentation, website, products, software, systems, premises, and other facilities as required by us; (c) provide, in a timely manner, accurate and complete information and instructions that we request from time to time, including **Customer Materials**, which includes all content, data, documents, equipment, information, items, materials, specifications and tools in any form supplied by you to us; (d) obtain and maintain all necessary licences, permissions and consents which may be required; (e) inform us of all health and safety or security requirements that apply, and if you wish to make a change to those requirements which will materially affect provision of the Services, you'll need our prior written consent.

(2) **Managing delays.** Sometimes delays are inevitable, and we're happy to be flexible when we can, however we need to protect ourselves from the knock-on effects. (a) If our ability to perform the Services is prevented or delayed by you or your Team defaulting on any obligation listed in clause 5.1: (i) we will be entitled to suspend performance of the Services until you're able to resolve things, and to rely on such to relieve us from the performance of the Services; (ii) we shall not be liable for any costs, Charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay; (iii) we shall be entitled to payment of the Charges and any pre-agreed third party costs and expenses despite any such prevention or delay; (iv) it will be your responsibility to reimburse us on written demand any additional reasonable costs, expenses, Charges or losses we sustain or incur that arise directly or indirectly from such prevention or delay.

(6) INTELLECTUAL PROPERTY

(1) **Ownership of the IPRs.** (a) You and your licensors shall retain ownership of all Intellectual Property Rights (**IPRs**) in the Customer Materials. (b) Except where otherwise provided in the Agreement, we and our licensors shall retain ownership of all IPRs in the Deliverables, excluding Customer Materials incorporated in them (**Supplier IPRs**).

(2) **The Licenses.** We may grant you licences (collectively, **the Licenses**) to use the Deliverables, as per this clause 6 and the Details. You may not sub-license, assign or otherwise transfer or deal in any or all of the rights granted to you under the Licenses in this clause 6 without our prior written consent.

(3) **License.** Subject to your payment of our Charges and continued adherence to the terms and conditions of the Terms, and subject to clauses 6.4, 6.5, 6.6 and 6.7, we grant you a worldwide, non-

exclusive, non-transferable licence to use the Supplier IPRs for the purpose of using the Deliverables in your business for the term of the Agreement.

(4) **Third party licenses.** You may need to purchase third party licenses to access/use certain Services and/or Deliverables via those third party providers (for example: platforms, websites, apps or software). Your use of those providers is subject to their terms, conditions and licenses and we're not responsible for them.

(5) **Restrictions.** Except where otherwise agreed, you may not archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from or offer for sale, the Deliverables, or do anything else in connection with them that is not expressly permitted in the Agreement.

(6) **Pre-existing Work:** the following elements incorporated into the Deliverables remain our property: the works, concepts, strategies, ideas, items and materials or anything else either developed or procured to be developed by us or our Team at any time for use in relation to our business or any or all of our customers or clients generally, and not specifically for the provision of the Services to you. We hereby grant you (and if those elements shall include any third-party materials, shall provide commercially reasonable assistance to procure the grant from these third parties) the following license to use those elements as part of the Deliverables, if you pay our Charges: a perpetual, worldwide, non-exclusive, non-transferable licence to use the Supplier IPRs for the purpose of receiving and using the Deliverables in your business.

(7) **We will be free to use all concepts, techniques, research and know-how** employed or developed by us in the provision of the Services (excluding the Customer Materials), and we will be free to perform similar services for our other customers or clients using general knowledge, skills and experience, and all pre-existing methodologies and techniques developed by us at any time. You acknowledge that we may use products, materials, or methodologies proprietary to us or a third party in our creation and delivery of the Deliverables and, during the course of doing so, may produce proprietary materials or methodologies that are not part of the Deliverables. You agree that you will not have or obtain any rights in such proprietary products, materials and methodologies.

(8) **The license you grant us.** You grant us a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Customer Materials for the term of the Agreement for the purpose of providing the Services to you in accordance with the Agreement.

(9) **Intellectual property warranty.** You confirm that our and our Team's use of the Customer Materials shall not infringe the rights, including any IPRs, of any third party.

(10) This clause 6 applies even after the Agreement ends.

(7) LIMITATION OF LIABILITY

(1) Limitation of liability

(a) References to liability in this clause 7 includes every kind of liability arising under or in connection with the Agreement, for example liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty, or otherwise.

(b) Neither party excludes or limits in any way its liability to the other where it would be unlawful to do so, which includes these exceptions: for example, liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 2 of the Supply of Goods and Services act 1982 (title and quiet possession).

(c) To the fullest extent permitted by law, and excluding those exceptions, the following types of loss arising out of or in connection with the Agreement are wholly excluded by both parties: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of use or corruption of software, data or information; (v) loss of or damage to goodwill; (vi) indirect or consequential loss; and (vii) for the avoidance of doubt, including loss arising as a result of either party complying with its regulatory duties.

(2) **Cap on liability.** Except in the case of those exceptions and excluding clause 7.3 (**Indemnity**), either party's total aggregate liability to the other arising under or in connection with the Agreement will be limited to 100% of the Charges paid and payable under the Agreement for the Services that gave rise to the claim during the 12 months immediately preceding the date on which the claim arose.

(3) **Indemnity.** You shall indemnify us against all direct liabilities, costs, damages and reasonable direct losses suffered or incurred by us arising out of or in connection with any claim brought against us for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by us.

(8) DATA PROTECTION.

(1) You and us agree to comply with the relevant obligations under applicable data protection laws when processing personal data in connection with the Agreement.

(2) We will process your personal information in accordance with our Privacy Policy, including to provide the Services, process your payment for the Services, and inform you about similar products or services that we provide (you may stop receiving these at any time by contacting us).

(9) NON-SOLICITATION. You agree not to solicit or poach any person from our Team at any time until 12 months after the Agreement ends, without our prior written consent.

(10) EVENTS OUTSIDE OUR CONTROL. If anything beyond our reasonable control occurs that prevents or delays our duties under the Terms, we're not responsible. If something like this does happen, we'll let you know, and our responsibilities will be paused for its duration. If the disruption lasts more than 60 days, you can cancel the Agreement, and you'll need to pay the Charges, expenses or costs we've already incurred up to the point of cancellation.

(11) ASSIGNMENT AND OTHER DEALINGS. The Agreement is personal to the parties, and neither party shall assign, transfer, subcontract, delegate or deal in any other manner with any of its rights and obligations under the Agreement, without the other party's prior written consent (not to be unreasonably withheld or delayed).

(12) CONFIDENTIALITY. You and us agree to keep information concerning the business, affairs, customers, clients or suppliers of the other party strictly confidential except when it's necessary to disclose it to a party's Team, representatives or advisers for the purposes intended by the Agreement, and only on a need-to-know basis and so long as those recipients also comply with this clause 12; or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(13) ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(14) VARIATION. No variation of the Agreement by you or us has any effect unless it is agreed in writing.

(15) WAIVER. If a party chooses not to enforce a right or use a remedy, it must clearly state this in writing, and it doesn't mean they give up future rights or remedies. Not immediately acting on a

right or using a remedy doesn't mean it's waived. Using a right or remedy partially or once doesn't stop its future use or effect.

(16) SEVERANCE. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that's not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Agreement.

(17) COMMUNICATION AND NOTICES. Any communication between you and us relating to the Agreement must be in writing, using the latest contact details provided. Notices are considered received when signed for in person, two business days (in the UK) after mailing, or at the time of email transmission.

(18) THIRD PARTY RIGHTS. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any third party.

(19) COUNTERPARTS. The Agreement may be executed in any number of counterparts, which shall together constitute one Agreement.

(20) NO PARTNERSHIP. The Agreement is not intended to (nor shall it be deemed to) establish any partnership or joint venture between you and us, constitute any party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other.

(21) SURVIVAL. Every provision of the Agreement that expressly or by implication is intended to, shall come into or continue in force on or after termination or expiry of the Agreement.

(22) STATUS. Our relationship to you will be that of independent contractor and nothing in the Agreement shall render us (nor our directors, if applicable) an employee, worker, agent or partner of yours, and we won't hold ourselves out as such and, if applicable, shall procure that our directors don't.

(23) GOVERNING LAW AND JURISDICTION. The Agreement and any related dispute or claim will be governed by and construed according to the laws of England. Both parties irrevocably agree that only the courts of England have the authority to settle any dispute or claim.

(24) DEFINITIONS AND INTERPRETATION.

(1) We are the business providing the Services, as specified in the Legal Information; **Supplier, Business, we, our** and **us** shall be interpreted accordingly. You are the person using the Services, either personally or on behalf of an entity, as may be set out in the Details or correspondence; **Customer, you, your** and **yours** shall be interpreted accordingly. You and us are each a **party**, together the **parties**.

(2) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(3) **Legal Information** is our legal information, as displayed on our Website, Details or other documentation or information supplied to you.

(4) Capitalised terms not defined in the Details will have the meanings in these Terms.

(5) Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

(6) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- (7) A reference to **agreed** in the Agreement means agreed in writing between the parties, and a reference to **writing** or **written** in the Agreement includes email.
- (8) The headings in the Agreement are inserted for convenience only and shall not affect its construction.
- (9) **Team** means a party's agents, officers, contractors, subcontractors, consultants and employees.
- (10) **Intellectual Property Rights** or **IPRs** include patents, copyright, trade marks and service marks, business names, rights in designs, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered in any part of the world.

Update date: 30 January 2024

Data Protection Terms

These Data Protection Terms are Additional Terms that are supplemental to the agreement ("**the Agreement**") between you (the "**Customer**") and us (the "**Business**", namely the business described in the Legal Information that is supplying the Services pursuant to the Agreement). By submitting an Order or requesting us to supply Services you are deemed to accept these Terms, irrespective of whether they are signed by you or us or not.

Agreed Terms

1. Interpretation

1.1 Definitions

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Business is subject, which relates to the protection of personal data.

Applicable Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.
- b) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Business is subject.

Business Personal Data: any personal data which the Business processes in connection with the Agreement, in the capacity of a controller.

Customer Personal Data: any personal data which the Business processes in connection with the Agreement, in the capacity of a processor on behalf of the Customer.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Further interpretation

- (a) The Schedule(s) form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Schedules.
- (b) The definitions and rules of interpretation in the Terms & Conditions shall apply to these Terms, unless otherwise specified.

2. Data protection

- 2.1 For the purposes of this clause 2, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 2.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 2.3 The parties have determined that for the purposes of Applicable Data Protection Laws:
- (a) the Business shall process the personal data as set out in paragraph 1.1 of Schedule 1 as processor on behalf of the Customer; and
 - (b) the Business shall act as controller of the personal data set out in paragraph 1.2 of Schedule 1.
- 2.4 Should the determination in clause 2.3 change, the parties shall use all reasonable endeavours make any changes that are necessary to this clause 2 and Schedule 1.
- 2.5 The Customer consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Business in connection with the processing of Business Personal Data, provided these are in compliance with the then-current version of the Business's privacy policy (**Privacy Policy**) available via the Legal Information or supplied to the Customer. In the event of any inconsistency or conflict between the terms of the Privacy Policy and these Terms, the Privacy Policy will take precedence.
- 2.6 Without prejudice to clause 2.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Business Personal Data and Customer Personal Data to the Business and lawful collection of the same by the Business for the duration and purposes of the Agreement.
- 2.7 In relation to the Customer Personal Data, Schedule 1 sets out the scope, nature and purpose of processing by the Business, the duration of the processing and the types of personal data and categories of data subject.
- 2.8 Without prejudice to clause 2.2, the Business shall, in relation to Customer Personal data:
- (a) process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Schedule 1 (Processing, personal data and data subjects) or agreed between the parties in writing from time to time, unless the Business is required by Applicable Laws to otherwise process that Customer Personal Data (**Purpose**). Where the Business is relying on Applicable Laws as the basis for processing Customer Personal Data, the Business shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Business from so notifying the Customer on important grounds of public interest. The Business shall inform the Customer if, in the opinion of the Business, the instructions of the Customer infringe Applicable Data Protection Laws;
 - (b) implement the technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and

the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that any personnel engaged and authorised by the Business to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Business), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless the Business is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 2.8(f), Customer Personal Data shall be considered deleted where it is put beyond further use by the Business; and
- (g) maintain records to demonstrate its compliance with this clause 2.

2.9 The Customer provides its prior, general authorisation for the Business to:

- (a) appoint processors to process the Customer Personal Data, provided that the Business:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Business in this clause 2;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Business; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Business's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Business for any losses, damages, costs (including legal fees) and expenses suffered by the Business in accommodating the objection.
- (b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that the Business shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of the Business, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

2.10 Either party may, at any time on not less than 30 days' notice, revise this clause 2 (Data protection) by replacing it (in whole or part) with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when: replaced by attachment to these Terms; or provided by one party to the other in writing).

2.11 The Business's liability for losses arising from breaches of this clause 2 is as set out in clause 3.3.

3. Limitation of liability

3.1 Neither party may benefit from the limitations and exclusions set out in this clause 3 in respect of any liability arising from its deliberate default.

3.2 Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

3.3 Subject to clause 3.1 (no limitations in respect of deliberate default) and clause 3.2 (liabilities which cannot legally be limited), the Business's total liability to the Customer for loss arising from the Business's failure to comply with its data processing obligations under clause 2 (Data protection) shall not exceed the cap on liability set out in the Business' Terms of Service.

Schedule 1 Processing, Personal Data and Data Subjects

1. Parties' roles

1.1	Where the Business acts as a processor	Providing the Services pursuant to the Agreement.
1.2	Where the Business acts as a controller	Administering and managing the Services and the Agreement in accordance with the Business' Privacy Policy.

2. Particulars of processing

2.1	Scope	The processing of the data subjects' personal data in order to provide the services pursuant to the Agreement.
2.2	Nature	Storing and using the personal data to fulfil the Agreement.
2.3	Purpose of processing	Performance of the Agreement.
2.4	Duration of the processing	The duration of the processing shall correspond to the duration of the Agreement between the parties, and a reasonable time following termination of the Agreement to allow for any applicable post-termination handover procedures to be completed.
2.5	Types of personal data	Any personal data transferred by the Customer to the Business under the Agreement, as agreed between the parties from time to time, including, but not limited to: names, contact details, job titles, IP addresses.
2.6	Categories of data subject	Officers, employees, consultants, subcontractors, suppliers, clients and prospective clients.