

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (“TERMS”) SET OUT THE TERMS ON WHICH ALL THINGS CODE LIMITED (“ALL THINGS CODE”, “US”, “WE”, “OUR”) PROVIDE YOU (“YOU”, “YOUR”) WITH ACCESS TO THE SIGNIN APP. PLEASE READ THESE TERMS CAREFULLY AND ENSURE THAT YOU HAVE UNDERSTOOD THEM. BY CLICKING ON THE BUTTON MARKED “SIGN UP” YOU WARRANT THAT YOU UNDERSTAND AND ACCEPT THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ACTING AS AN EMPLOYEE, YOU WARRANT THAT YOU ARE AUTHORISED TO ENTER INTO LEGALLY BINDING CONTRACTS ON BEHALF OF YOUR EMPLOYER. THE SAME RIGHTS, LIMITATIONS AND RESTRICTIONS APPLY TO YOUR EMPLOYER. YOU AGREE THAT THESE TERMS ARE ENFORCEABLE AS IF THEY WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOUR EMPLOYER. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE CEASE USE OF THE APP IMMEDIATELY.

1. DEFINITIONS

“**Apps**” means together the Reception App and the Companion App;

“**App-Store**” means the third party app-stores we may offer the Apps for download through;

“**Companion App**” means the mobile application we make available to download and install onto a Device from the App-Store (and which includes any updates, enhancements, modifications or variations thereto) which we make available as part of the Management Portal;

“**Confirmation Email**” shall have the meaning attributed in clause 3.4;

“**Content**” means any and all data, files, documents, multimedia files, third party links, images, videos, and any other information or material whatsoever (in any format) made available by you, your or any Users (including any content owned by a third party) in connection with the use of the Product or otherwise accessed and/or processed using the Product;

“**Data Protection Laws**” means as applicable and binding on you or us:

- (a) in the United Kingdom:
 - i. the Data Protection Act 2018 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive);
 - ii. the GDPR, and/or any corresponding or equivalent national laws or regulations;
- (b) in member states of the European Union: the GDPR and all relevant member state laws or regulations giving effect to or corresponding with any of them;
- (c) any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;

“**Device**” means the devices owned or leased by you or your Users to download and use the Reception App, the Companion App or access the Management Portal;

“**Equipment**” means the equipment and any hardware materials (including any devices) you purchase from us and as set out in the Order;

“**Fees**” means as set out in the Order;

“**Free Trial**” shall have the meaning attributed at clause 9.1;

“**GDPR**” means the General Data Protection Regulations 2016/679;

“**Intellectual Property Rights**” means all intellectual property rights including without limitation, performer’s reproduction rights, performer’s distribution rights, performer’s rental rights and performer’s lending rights (collectively referred to as “Performer’s Property Rights”), patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how and in all cases whether or not registered or register able and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

“**Login Details**” means the unique username and password required for all Users to access and use the Product;

“**Management Portal**” means the administrative portal accessible with the Login Details on the Website or through a Companion App through which a User may manage the Reception App;

“**Order**” means an order in respect of a Subscription and/or Equipment that you submit to us (whether via the Website or by e-mail) and which is accepted by us in accordance with these Terms;

“**Product**” means together the Reception App, Companion App and the Management Portal;

“**Protected Data**” means personal data received by us from or on your behalf in connection with the performance of our obligations under these Terms, excluding any personal data received by us from you in relation to the entry and enforcement of these Terms;

“**Purpose**” means to use, copy, compress, modify and transmit in order to provide you with the Product and perform our obligations under these Terms;

“**Reception App**” means the mobile application forming part of Sign In App that we make available to download and install onto a Device from the App-Store (and which includes any updates, enhancements, modifications or variations thereto) and which is used to interact with your Site(s) visitors during the signing in and out process;

“**Scope of Use**” means your scope of use of the Product specified at clause 3.6, 4.2 and 4.3;

“**Site**” shall mean a building in a single postal or zip code, or a group of buildings that share the same postal or zip code and as more specifically identified in an Order;

“**Sub-processors**” means another data processor engaged by us for carrying out processing activities in respect of the Protected Data on your behalf;

“**Subscription**” means a non-refundable right to use the Product for the Subscription Term at the designated Site(s);

“**Subscription Term**” means, in relation to a Subscription, 12 months from the date you receive our Confirmation Email;

“**Terms**” means these terms and any terms contained within an Order;

“**User(s)**” shall mean a person who you have permitted to access and use the Product including your employees, representatives, consultants, contractors, agents, or other third parties, provided they are acting for your benefit and on your behalf, and who has been given the Login Details;

“**Website**” shall mean <https://signinapp.co.uk/>.

2. INFORMATION ABOUT ALL THINGS CODE AND THE PRODUCT

The Product and Website are owned and managed by All things Code Limited, a company registered in England and Wales with the company registration number 08516772 and having its registered address at 3a Green Lodge Barn, Nobottle, Northampton, Northamptonshire, NN7 4HD.

3. REGISTRATION AND PLACING ORDER

- 3.1 The Product consists of a Reception App that you must download from the relevant App-Store onto your Device, and a Management Portal through which you may manage your use of the App.
- 3.2 In order to access and use the Product you shall be required to purchase a Subscription by submitting an Order to us (via the Website or by e-mail). By submitting your Order, you consent to us conducting verification and security procedures in respect of the information provided in the Order.
- 3.3 Upon the submission of the Order you will have the option to (i) make payment for the Fees on the Website, or (ii) be sent an invoice for the Fees, payable in accordance with clause 9.4.
- 3.4 On our acceptance of your first Order, you shall be sent an email ("**Confirmation Email**") confirming your registration with us and your Login Details. Further Confirmation Emails shall be sent on our acceptance of any subsequent Orders you send to us.
- 3.5 You hereby warrant that the information provided by you is true, accurate and correct. You further warrant that you shall promptly notify us in the event of any changes to such information provided.
- 3.6 Each Order will specify your Scope of Use for the applicable Product, which may include: (a) number and type of Users; (b) storage or capacity of Content; (c) numbers of Devices, licenses, copies or instances; (d) number of Site(s) or (e) other restrictions.
- 3.7 You may only use the Reception App for the purposes of the Site(s) you have designated in your Order for which you have paid the required Fees. You may increase the number of Sites by placing a new Order and must pay the applicable Fees for the increased number of Sites.

4. USING THE PRODUCT

- 4.1 Subject to these Terms, we grant you a non-exclusive, non-transferable (without a right to sub-licence) license to install and use the Reception App referred to in your Order during the applicable Subscription Term, in accordance with these Terms and the applicable Scope of Use.
- 4.2 Subject to these Terms, we grant you a non-exclusive, non-transferable (without a right to sub-licence) license to install and use the Companion App during the applicable Subscription Term for the purpose of accessing and managing your use of the Reception App alongside the Management Portal.
- 4.3 Unless otherwise specified in your Order, for each Site that you purchase, you may install one production instance of the Reception App on multiple Devices owned or operated by you (or your third party service providers so long as you remain responsible for their compliance with these Terms), provided that such Devices shall operate within the Site in accordance with clause 3.7.
- 4.4 You shall not, and shall procure that Users shall not, except as expressly permitted in these Terms (i) modify, translate, create or attempt to create derivative copies of or copy the App in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Apps to source code form; (iii) distribute, sub-licence, assign, share, timeshare, sell, rent, lease, transmit, grant a security interest in or otherwise transfer the Product or your right to use the Apps.

- 4.5 The App may include code and libraries licensed to us by third parties, including open source software. Open source software may be used according to the terms and conditions of the specific licence under which the relevant open-source software is distributed, but is provided "as is" and expressly subject to the disclaimer in clause 10.5.
- 4.6 You are responsible for ensuring that any Content is not deemed to be offensive, illegal, inappropriate or that in any way:
- 4.6.1 promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - 4.6.2 harasses or advocates harassment of another person;
 - 4.6.3 displays pornographic or sexually explicit material;
 - 4.6.4 promotes any conduct that is abusive, threatening, obscene, defamatory or libellous;
 - 4.6.5 promotes any illegal activities;
 - 4.6.6 provides instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
 - 4.6.7 promotes or contain information that you know or believe to be inaccurate, false or misleading;
 - 4.6.8 engages in the promotion of contests, sweepstakes and pyramid schemes, without our prior written consent;
 - 4.6.9 contains any virus or other thing or device which may prevent, impair or otherwise adversely affect the operation of the Website; or
 - 4.6.10 infringes any Intellectual Property Rights or any other proprietary rights of any third party.
- 4.7 You hereby grant, and procure that any User grants, to us a non-exclusive, worldwide royalty free licence to use the Content and all other materials submitted by you or any User for the Purpose, and to aggregate and anonymise such materials solely for the purpose of producing reports of usage trends of the Product.
- 4.8 You acknowledge that the Product does not verify the rights and restrictions applicable to any Content. Where you do not own the Content, you are solely responsible for checking the relevant licence rights and restrictions applicable to any Content. We shall not be liable to you for any losses, damages, costs or expenses incurred by you arising out of or in connection with your use of any Content through the Product.
- 4.9 You warrant and represent:
- 4.9.1 that you own, are licensed or otherwise have a right to use any and all the Intellectual Property Rights in any Content;
 - 4.9.2 the Content does not and will not contravene or breach any applicable law, regulation code of practice or directive; and
 - 4.9.3 the Content and its use through the Product does not and will not infringe any right, title or interest (including any Intellectual Property Rights) of any third party.
- 4.10 You further agree that at all times, you shall, and procure that any User shall:
- 4.10.1 not use Login Details with the intent of impersonating another individual;

- 4.10.2 not allow any other person other than a User to use your Login Details;
 - 4.10.3 not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using the Product;
 - 4.10.4 not use the Product, the content therein and/or do anything that will infringe any intellectual property right or other rights of any third parties;
 - 4.10.5 not use any information obtained using the Product otherwise than in accordance with these Terms;
 - 4.10.6 comply with all our instructions and policies from time to time in respect of the Website and your use of the Product;
 - 4.10.7 co-operate with any reasonable security or other checks or requests for information made by us from time to time; and
 - 4.10.8 use the information made available to you using the Product and on the Website at your own risk.
- 4.11 You shall:
- 4.11.1 promptly notify us in the event of a breach of security or any unauthorised use of the Login Details;
 - 4.11.2 ensure all Users keep confidential the Login Details;
 - 4.11.3 be liable for all access to and use of the Product whether authorised by you or not.
- 4.12 You shall keep, and procure that all Users keep, any Login Details confidential and secure. Without prejudice to our other rights and remedies, we reserve the right to promptly disable your Login Details and suspend your access and use of the Product in the event we have any reason to believe that any User has breached any of the provisions set out herein.
- 4.13 You acknowledge that you shall be responsible for all use of the Product by Users and shall ensure that these Terms are brought to the attention of all Users. You shall be liable for breach of these Terms by a User as if it were a breach by you. We reserve the right to suspend the access of any User we believe, acting reasonably, is not using a Product for your benefit and on your behalf.
- 4.14 We shall use reasonable endeavours to make the Management Portal available to you and the Users at all times, but we cannot guarantee an uninterrupted or fault free service.
- 4.15 Our ability to provide the Product may be impaired by conditions or circumstances that are beyond our control, including, without limitation third party service providers, App-Store availability, geographic or atmospheric conditions, local physical obstructions, software and hardware features or functionality of your Devices, personal computer, operating system and the number of other Users logging onto the Product at the same time. We shall take reasonable action to minimise the disruption caused by such circumstances but you acknowledge, agree and accept that some such interruptions may not be avoidable.
- 4.16 We use industry standard security measures to protect against the loss, misuse and alteration of the information, data, and/or content handled by our Management Portal. However, you acknowledge and agree that we cannot guarantee complete security of such information, data, and/or content or that our security measures will prevent hacks, worms, bugs, trojans or such other similar devices that may allow access to or unauthorised viewing of such information, data, and/or content.

- 4.17 There may be storage limits associated with the Management Portal. Where applicable, these limits may be described in the services descriptions on our Website. We reserve the right to charge for additional storage or fees at the rates specified on our Website. We may impose new, or may modify existing, storage limits for the Product at any time in our discretion, with or without notice to you.
- 4.18 We reserve the right to make changes to the Product or part thereof, from time to time at our sole discretion, and we may from time to time update, add, remove, modify and/or vary any features or functionalities of the Product. Such changes shall not however, remove any material element of functionality previously available as part of the Product.

5. App-Stores

5.1 You acknowledge and agree that:

- 5.1.1 We are in no way linked, connected or affiliated with any App-Store provider;
- 5.1.2 You acknowledge that You will not be able to access and use certain functionalities of the Apps unless You have internet access. All traffic charges or access charges incurred due to the use of the Apps are subject to Your agreed terms with Your mobile network provider, and We shall not be liable for data traffic charges incurred by You, either in full or in part;
- 5.1.3 Your App-Store shall not bear any responsibility or liability whatsoever in relation to sale, distribution, functionality, accessibility, performance or non-performance of the Apps;
- 5.1.4 Your App-Store provider is a third party beneficiary in respect of this clause and accordingly has the right to enforce the provisions of this clause;
- 5.1.5 We are solely responsible for providing any support and maintenance in respect of the Apps; and
- 5.1.6 You will comply with any third party terms and conditions which may be applicable from time to time in relation to Your use of the Apps.

5.2 Further, where You have obtained the Apps from the Apple iOS App-Store, You acknowledge and agree that:

- 5.2.1 You are not located in a country that is subject to a US Government embargo or that has been designated by the US Government as a 'terrorist supporting' country;
- 5.2.2 You are not listed on any US Government list of prohibited or restricted parties;
- 5.2.3 these Terms are concluded between You and Us and accordingly Apple is not a party to these Terms;
- 5.2.4 Apple has no obligation to provide any maintenance and support services in respect of the Apps;
- 5.2.5 Apple has no responsibility to address any claims by You or any third party whatsoever with respect to the Apps;
- 5.2.6 Apple shall not be responsible for any claims made by any third party that the Apps infringe any third party intellectual property rights; and
- 5.2.7 'AppStore' and 'Apple' are trade marks of Apple Inc.

6. EQUIPMENT

- 6.1 This section will apply where you have included the purchase of Equipment in your Order.
- 6.2 Risk in the Equipment shall pass to you on delivery.
- 6.3 Title to the Equipment shall pass to you once we have received payment in full and cleared funds of the Fees. Until title to the Equipment has passed to you, you shall:
- 6.3.1 hold the Equipment as bailee for All Things Code;
 - 6.3.2 take all reasonable care of the Equipment and keep them in the condition in which they were delivered;
 - 6.3.3 insure the Equipment for an amount at least equal to the price (as indicated in the Order); and
 - 6.3.4 not remove or alter any mark on or packaging of the Equipment.
- 6.4 We warrant that the Equipment shall, for a period of seven (7) days from the delivery of the Equipment to you ("**Warranty Period**"), be free of defects. We shall at our option, repair, replace or refund the relevant proportion of the Fee paid by you in respect of the Equipment, provided always that we receive written notice of any defect from you within the Warranty Period.
- 6.5 Notwithstanding clause 6.4, we:
- 6.5.1 Expressly exclude our liability whether in contract or tort in relation to the Equipment under clause 10.7 of these Terms.
 - 6.5.2 Shall not be liable for any failure or defect of the Equipment where such failure or defect arises by reason of wear and tear, wilful damage, negligence or by your failure to comply with any instructions in relation to the Equipment including any instructions on installation, operation, storage or maintenance.
- 6.6 On expiry of the Warranty Period, we will at no additional cost, absolutely assign to you the benefit of all warranties about the Equipment made to us by the supplier of the Equipment, the manufacturer of the Equipment or any other person.

7. DURATION AND TERMINATION OF YOUR ORDERS

- 7.1 Each Subscription shall commence on the date specified in the Order ("**Effective Date**"). From the Effective Date, your Subscription shall continue until expiry of the Subscription Term unless renewed for equivalent Subscription Term(s) in accordance with clause 8.2, or unless terminated by us in accordance with these Terms.
- 7.2 We may suspend or terminate all or any part of your Order(s) immediately on notice to you in the event that:
- 7.2.1 you fail to comply with one or more of these Terms;
 - 7.2.2 we believe that there has been fraudulent use, misuse or abuse of features and functionalities of any of our Product (in whole or in part); or
 - 7.2.3 we believe that you have provided us with any false, inaccurate or misleading information,

and for the avoidance of doubt, no Fees shall be refunded to you in the event of termination by us in accordance with the foregoing.

- 7.3 Upon termination or expiry of any Order or expiry of a Subscription, your and any User's access to the Product shall cease and any Content will no longer be accessible through the Product. We offer an archiving service, at no additional cost, and will retain copies of your Content and/or other data (including any User's data) made available through the Product for a period of one (1) year from expiry of the Subscription Term.

8. FEES AND PAYMENT

- 8.1 All Fees are payable in advance and are non-refundable, save as expressly stated in these Terms.
- 8.2 Unless renewed, your Subscription will expire at the end of the Subscription Term. A notice of expiry will be sent to your e-mail at least one (1) month from the end of the Subscription Term providing you with instructions on how to renew your Subscription, or how to place a new Order.
- 8.3 You shall notify us immediately in the event you cease to comply with any of the restrictions applicable to your then current Order. In the event we receive your notice, or we deem acting reasonably that you have exceeded the restrictions of your Order, we reserve the right to change your Order, which may result in additional Fees being payable by you. We reserve the right to deduct such Fees from your original method of payment or invoice you for the additional amount.
- 8.4 Any invoices are payable within fourteen (14) days of the invoice date. If we do not receive your payment by the applicable due date, we reserve the right to withhold access and/or terminate your Order(s).
- 8.5 We reserve the right to increase the Fees at any time on notice to you, which shall take effect from the start of the next Subscription Term (should you choose to renew your Subscription in accordance with clause 8.2) following the Subscription Term in which we gave notice to you.
- 8.6 All Fees payable hereunder are exclusive of VAT or other sales tax, which will be added at the applicable rate.

9. FREE TRIAL

- 9.1 We may offer you a one-time free trial for such period set out on the Website from time to time, during which you can try out a Product for free ("Free Trial"). You acknowledge that during any Free Trial, the applicable Product may have certain restrictions and limited functionality.
- 9.2 On expiry of the Free Trial, you will receive an e-mail from us and will have the option to either (i) continue access to the Product by submitting an Order for a Subscription; or (ii) cease access to and use of the Product.
- 9.3 We reserve the right to modify, cancel and/or limit any Free Trial offer at any time.
- 9.4 If you choose not to continue use of a Product after the Free Trial, you acknowledge and agree that all Content shall no longer be accessible through the Product on expiry of the Free Trial.
- 9.5 You understand that any pre-release and beta products we make available ("Beta Versions") are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this clause 9. All information regarding the characteristics, features or performance of Beta Versions constitutes our Confidential Information. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to Free Trials.

10. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

- 10.1 You hereby warrant that (a) all Users are at least 18 years old; (b) you have the right and capacity to enter into and be bound by these Terms; and (c) you shall comply with all applicable laws regarding the use of the Product.
- 10.2 The Management Portal should not be used as a back-up facility. The Management Portal allows you to set retention periods for and download Content and Protected Data stored on the Product and you should ensure that you and the Users have adequate back-up facilities for any Content and we shall not be liable for any losses or damages incurred by you or any Users arising out of or in connection with your failure to implement adequate back-up facilities in respect of any Content.
- 10.3 Links to third party websites may appear on the Website from time to time. Such third party websites are not our responsibility and we accept no liability for the availability, suitability, reliability or content of such third party websites and third party software.
- 10.4 No oral or written information or advice given by us shall or shall be deemed to create a warranty. We do not warrant or represent that any specific results will be produced by the Product, nor do we guarantee that the Product will be fault free.
- 10.5 All warranties, representations, guarantees, conditions and terms other than those expressly set out herein whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral are hereby expressly excluded to the fullest extent permissible by law. Consequently all information, advice, suggestions and recommendations made available to you are provided to you on an "as is" basis.
- 10.6 Nothing in these Terms shall be deemed to exclude, restrict or limit liability for the following categories:
- 10.6.1 death or personal injury resulting from negligence; or
 - 10.6.2 any liability for fraudulent misrepresentation.
- 10.7 Subject to clause 10.6, we shall not be responsible for any:
- 10.7.1 loss of profits, sales, business, or revenue;
 - 10.7.2 loss or corruption of data, information or software;
 - 10.7.3 loss of business opportunity;
 - 10.7.4 loss of anticipated savings;
 - 10.7.5 loss of goodwill; or
 - 10.7.6 special, indirect or consequential loss,
- whether such losses, damages, costs and expenses resulted from your or our negligence, failure to comply with these Terms or otherwise.
- 10.8 Subject to clause 10.6 and 10.9, the total amount of our liability to you per claim or series of related claims shall not exceed the Fees paid by you to us in the twelve (12) month period immediately preceding the month in which the claim arose (provided that all claims arising from the same or substantially the same circumstances will be treated as one, and will be treated as arising on the date on which the first such claim arose).
- 10.9 Subject to clause 10.6 our maximum liability under, arising from or in connection with these Terms, whether arising in contract, tort (including negligence), misrepresentation, breach of

statutory duty or otherwise shall not exceed in aggregate the total amount of the Fees paid by you to us under these Terms.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 We and/or our licensors own all rights in the Intellectual Property Rights relating to the Product and the Website. All right, title and interest in and to the Product and the Website will remain exclusively with us and/or our licensors.

11.2 You are expressly prohibited from:

11.2.1 reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Product or the Website; and

11.2.2 removing, modifying, altering or using any registered or unregistered marks/logos/design owned by us and/or its licensors, and doing anything which may be seen to take unfair advantage of our reputation and goodwill or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to us.

11.3 You and/or your licensors own all rights in the Intellectual Property Rights relating to the Content. All right, title and interest in and to the Content will remain exclusively with you and/or your licensors.

11.4 Save where expressly permitted under these Terms, we are expressly prohibited from:

11.4.1 reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Content; and

11.4.2 removing, modifying, altering or using any registered or unregistered marks/logos/design owned by you and/or your licensors, and doing anything which may be seen to take unfair advantage of your reputation and goodwill or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to you.

11.5 From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to us, ("**Feedback**"). We may in connection with the Product freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

12. DATA PROTECTION

12.1 In relation to the processing of Protected Data on your behalf, you and All Things Code acknowledge and agree that:

12.1.1 you are the data controller; and

12.1.2 All Things Code is the data processor;

in relation to the processing.

12.2 When used in these Terms, the following terms shall have the same meaning as in the Data Protection Laws: (i) personal data; (ii) data controller; (iii) data processor; (iv) data subject; (v) process and processing; (vi) supervisory authority.

- 12.3 We shall process your Protected Data in compliance with the obligations of data processors under Data Protection Laws in respect of the performance of our obligations under these Terms.
- 12.4 You shall comply with all Data Protection Laws in connection with the collection, storage and processing of your Protected Data (which shall include you providing all of the required fair processing information to, and obtaining all necessary consents from, data subjects), and the exercise and performance of your respective rights and obligations under this clause 12, including all instructions given by you to us and maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws.
- 12.5 In relation to the processing of Protected Data under these Terms, we shall:
- 12.5.1 process your Protected Data only on and in accordance with your documented instructions as set out in this clause 12 (as updated from time to time by agreement between the parties), unless required to do so by applicable law; in such a case, we shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - 12.5.2 ensure that persons authorised to process the Protected Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 12.5.3 shall implement and maintain appropriate technical and organisational measures in relation to the processing of Protected Data as set out in our Privacy Policy located at www.signinapp.com/privacy. You hereby acknowledge that you are satisfied that our processing operations and technical and organisational measures in our Privacy Policy are suitable for the purposes for which you propose to use our services and engage us to process the personal data;
 - 12.5.4 promptly refer all data subject requests we receive to you and, taking into account the nature of the processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
 - 12.5.5 assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR, taking into account the nature of processing and the information available to us and only in the event you cannot reasonably be expected to comply with the requirements of Articles 32-36 without our information and/or assistance; (e.g. you do not possess or otherwise have access to the information requested). We may charge our reasonable costs on a time and materials basis in providing you with such assistance to you;
 - 12.5.6 allow you to set retention periods for the storage of the Protected Data on our database, and to delete any Protected Data via the Management Portal, provided always that we will continue to store any deleted Protected Data for a further fourteen (14) days from deletion for the purposes of facilitating back-ups of the Protected Data. You may at your choice, request the deletion of the deleted Protected Data in writing before the expiry of the fourteen (14) days;
 - 12.5.7 provide storage service, at no additional cost, in respect of the Protected Data held within our database on your behalf. This storage service shall continue for one (1) year after the date of termination of the Subscription. Thereafter, we may terminate the storage service at any time without notice or you may terminate the storage service by notifying us. You may at your choice request deletion or return of all Protected Data to you after the end of the Subscription Term until the termination of the storage service. Where you have not deleted Protected Data via the Management Portal prior to expiry of the Subscription Term, or where you have not requested the deletion or return of the Protected Data, we will delete all personal

data and existing copies unless otherwise required by applicable law after the expiry of the storage services;

- 12.5.8 make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28(3) and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you provided: (i) you give us at least 7 days prior notice of an audit or inspection being required; (ii) you give us a reasonable period of time to comply with any information request; (iii) ensuring that all information obtained or generated by you or your auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential; (iv) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to our business; (v) no more than one audit and one information request is permitted per calendar year; and (vi) paying our reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.
- 12.5.9 we shall take reasonable steps to ensure the reliability of anyone who we allow to have access to your Protected Data, ensuring in each case that access is limited to those individuals who need to know / access the relevant Protected Data, as necessary for the purposes of the Terms; and
- 12.5.10 we shall notify you without undue delay and if possible within 24 hours upon us or any sub-processor becoming aware of a personal data breach affecting your Protected Data, providing you with sufficient information to allow you to meet any obligations to report or inform data subjects of the personal data breach.
- 12.6 You hereby give us consent to engage Sub-processors for processing of Protected Data on your behalf. We shall inform you before transferring any Protected Data to a new Sub-processor. Following receipt of such information you shall notify us if you object to the new Sub-processor. If you do not object to the Sub-processor within seven calendar days of receiving the information, you shall be deemed to have accepted the Sub-processor. If you have raised a reasonable objection to the new Sub-processor, and the parties have failed to agree on a solution within reasonable time, you shall have the right to terminate these Terms with a notice period determined by you, without prejudice to any other remedies available under law or contract. During the notice period, we shall not transfer any Protected Data to the Sub-processor.
- 12.7 We shall enter into appropriate written agreements with all of its Sub-processors on terms substantially similar to these Terms. We shall remain primarily liable to you for the performance or non-performance of the Sub-processor's obligations.
- 12.8 Upon your request, we are obliged to provide information regarding any Sub-processor, including name, address and the processing carried out by the Sub-processor.
- 12.9 We will not transfer your Protected Data to a country outside of the European Union which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law unless the transfer by us of your Protected Data is effected by such legally enforceable mechanism(s) for transfers of Protected Data as may be permitted under Data Protection Laws from time to time.

Data Protection Particulars:

- 12.10 Unless otherwise specified in an Order:
- 12.10.1 **Scope of processing.** We shall process personal data exclusively within the scope of the provision of the Product.
- 12.10.2 **Purpose of the processing.** We shall process personal data only for the purposes of enabling you to use and obtain the benefit of the Product we provide under these Terms.

12.10.3 **Categories of data subjects.**

Any data subject whose details are entered into the Management Portal.

12.10.4 **Types of personal data.**

Name, E-mail Address, Company, Job Title, Car Registration Details and any other types of personal data determined and controlled by you in your sole discretion.

12.10.5 **Processing activities.**

Recording, storing, accessing and deleting

12.10.6 **Duration of the processing.**

Personal data shall not be processed for a period longer than is necessary for serving its purpose.

13. VIRUSES, HACKING AND OTHER OFFENCES

13.1 You will not, and procure that the User will not, misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to our Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

13.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right, together with any User's right, to use the Website will cease immediately.

13.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your, or any User's, use of the Website or to your, or any User downloading of any material posted on it, or on any website linked to it.

14. PUBLICITY AND MARKETING

14.1 Subject to your prior approval, we may in any of our marketing material refer to you as our customer and refer to the type of services that we have provided to you.

14.2 Subject to your prior approval, we may publish and circulate a case study describing the Product supplied by us to you, including aggregate figures relating to your use of the Product and the benefits it has brought to your business (for use by us as a marketing tool).

15. CONFIDENTIALITY

15.1 Unless otherwise set out to the contrary in these Terms, each party (the "Receiving Party") shall keep confidential all information and documentation disclosed by the other party (the "Disclosing Party") to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to any operations, products, processes, dealings, trade secrets or the business of the Disclosing Party or which is identified by the Disclosing Party as confidential ("**Confidential Information**") and will not use any Confidential Information for any purpose other than the performance of its obligations under these Terms (and where we are a Receiving Party, to include for the purpose of improving performance of the Product). Other than to its employees and sub-contractors to the extent that it is reasonably necessary

for the purpose of performing its obligations under these Terms, the Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.

15.2 The obligations contained in clause 15.1 shall not apply to any Confidential Information which is:

15.2.1 in the public domain other than through breach of these Terms by the Receiving Party;

15.2.2 furnished to the Receiving Party without restriction by a third party having a bona fide right to do so;

15.2.3 required to be disclosed by the Receiving Party by law or regulatory requirements of any stock exchange, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable of the requirement for such disclosure.

16. GENERAL

16.1 If either party is prevented or delayed from performing any of its obligations under these Terms by acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, lack of adequate power or labour, strike, lock-out or injunction, compliance with governmental laws, regulations or orders or any other cause which affects performance of these Terms arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party affected ("Force Majeure") its obligations under these Terms shall be suspended for so long as the Force Majeure continues and to the extent that that party is so prevented, hindered or delayed. If any Force Majeure prevails for a continuous period in excess of 30 days, either party shall be entitled to terminate these Terms in its entirety or in part by giving notice in writing to the other party.

16.2 If we fail at any time to insist upon strict performance of our obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled to under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.

16.3 You shall comply with all foreign and local laws and regulations which apply to your use of the Product in whatever country you are physically located, including without limitation, export control laws and regulations.

16.4 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

16.5 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.6 No waiver by us of any of the Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

16.7 All notification and communication should be sent to the contact details set out in clause 17 below (in the case of All Things Code) or the contact details given by you in the online registration form on the Website. A notice or communication is deemed given: (i) if delivered personally, when left at the relevant party's address; (ii) if sent by post, two working days after posting it; (iii) if sent by e-mail on completion of its transmission.

16.8 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

- 16.9 These Terms represent the entire agreement between you and us in respect of your use of the Website and the Product and shall supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 16.10 You acknowledge that in entering into these Terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the Internet or in negotiation between us (whether made innocently or negligently) except as expressly set out in these Terms.
- 16.11 Except as provided in clause 5.1.4, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this agreement.
- 16.12 These Terms are governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction over any disputes arising out of these Terms.
- 16.13 We may alter or amend these Terms by giving reasonable notice on our Website. By continuing (or Users continuing) to use the Product after expiry of the notice period, you will be deemed to have accepted any amendment to these Terms.

17. CONTACT DETAILS

- 17.1 Please direct any queries about these Terms (preferably by email) to: info@signinapp.com