



SaaS and Services Terms and Conditions

16 August 2021

These Terms and Conditions govern the provision of GForces products and services as set out in the Order Confirmation Form which references these Terms and Conditions.

1. Definitions and interpretation

1.1 The definitions and rules of interpretation in this clause 1 apply.

Definitions:

Affiliate	any entity that directly or indirectly controls, is controlled by, or is under common control with another entity. For the purpose of this definition, 'control' means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and 'controls', 'controlled' and the expression 'common control' shall be construed accordingly
Agreement	these Terms and Conditions and the Order Confirmation Form signed by the Parties which references these Terms and Conditions
Applicable Laws	all applicable laws, rules, regulations, codes of practice or other requirements of regulatory authorities, as amended from time to time;
Assigned Content	Text, images or graphics specifically designated as Assigned Content on the Order Confirmation Form
Authorised Users	those persons who are authorised by Customer to use the Services, as further described in Clause 3 and the Order Confirmation Form
Business Day	any day which is not a Saturday, Sunday or public holiday in the UK
Browser Policy	GForces' browser and device policy as updated from time to time and which is available at https://www.gforces.co.uk/browser-and-device-policy/
Confidential Information	information disclosed by a party whether before or after the date of this Agreement that: (i) is clearly labelled as confidential; or (ii) would be regarded as confidential by a reasonable business person. Confidential Information includes information relating to the business, customers, suppliers, operations, processes, know-how, designs, trade secrets, services, software, strategy, performance metrics or market opportunities of the disclosing party or its Affiliates.
Configuration Services	set-up and configuration services to be provided by GForces in order to set up the Software, Authorised User logins and passwords, and to configure the Software
Content	all text, information, data, software, executable code, images, audio or video material in whatever medium or form provided by GForces to Customer for incorporation in the Customer Website or otherwise for use as part of the Services, including Assigned Content where applicable

Content Creation Services	design and copywriting services for the creation of Content for Customer, as set out in the Order Confirmation Form (or as otherwise agreed between GForces and Customer)
Customer	the legal entity on whose behalf the Order Confirmation Form is signed
Customer's Personal Data	all Input Material that is Personal Data
Customer Website	any website hosted, managed on behalf of or provided to Customer by GForces as part of the Services (including any e-commerce elements thereof)
Data Controller	as defined in the Data Protection Legislation
Data Processor	as defined in the Data Protection Legislation
Data Protection Legislation	the UK GDPR (in relation to Customers based in the UK) or the GDPR (in relation to Customers based in the EEA), and any applicable national implementing laws, regulations and secondary legislation (including in the UK the Data Protection Act 2018), as amended or updated from time to time, and any successor legislation to the UK GDPR or GDPR (as applicable)
Data Subject	as defined in the Data Protection Legislation
Distributed Code	HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by GForces in connection with use of the Services
Effective Date	the Effective Date set out in the Order Confirmation Form
Fees	the fees set out in the Order Confirmation Form (including as applicable the Set-Up Fees, the Subscription Fees, the Transaction Fees, the Professional Services Fees and any other fees connected with the Services)
GDPR	the General Data Protection Regulation ((EU) 2016/679)
GForces	G Forces Web Management Limited
GForces Data	data that is collected by GForces and then anonymised and retained for analytics, business continuity and cybersecurity purposes, including but not limited to (i) unique ids generated by GForces' systems; (ii) geographical information (IP address and area codes but not full postcodes); and (iii) anonymised enquiry and transaction data, together with all information and reports produced using such data
GForces Equipment	equipment provided or procured by GForces that is required to perform the Services
Handover Date	the date on which GForces hands over the operational Software to Customer on completion of the Configuration Services (in accordance with clause 6)
Initial Subscription Term	the period set out in the Order Confirmation Form commencing on the Handover Date
Input Material	(i) all assets and data provided by or on behalf of Customer to GForces for incorporation in the Customer Website or otherwise for use in

	provision of the Services, including logos, brand names, trading names, images, graphics, music, text, stock data, vehicle CAD data and Legal Notices; and (ii) the data that is inputted by or collected from users of the Customer Website or other Services; but excluding GForces Data Where GForces is given access to assets online the assets shall be deemed to be provided by Customer
Intellectual Property Rights	all trade marks, service marks, logos, brand names, company names, business names, domain names, copyright, patents, rights in computer software, moral rights, design rights, know how, database rights, confidential information, rights protecting goodwill, reputation and image and/or any other right of a similar nature whether registered or unregistered and any applications for registration of any of these rights and all renewals, revivals, reversions and extensions thereof throughout the world
Legal Notices	terms and conditions, privacy policies, cookie policies, fair processing statements and any other legal notices provided by Customer for display on the Customer Website
Locations	the number of franchises and physical sales and service locations designated on the Order Confirmation Form
Marketing Services	digital marketing services, including search engine optimisation, content marketing, paid advertising, social advertising and email marketing
Order Confirmation Form	the order confirmation (or other ordering document which references these Terms and Conditions) provided by GForces and signed by the parties (as may be varied pursuant to any Project Variation Notice or other written agreement)
Personal Data	as defined in the Data Protection Legislation
Professional Services	means the professional services set out in the Order Confirmation Form (or as subsequently agreed between GForces and Customer), which may consist of one or more of the following: (i) Marketing Services; (ii) Content Creation Services; and (iii) other professional services
Professional Services Fees	the fees payable by Customer to GForces for the Professional Services, as set out in the Order Confirmation Form (or as subsequently agreed between GForces and Customer)
Project Variation Notice	a notice signed by both GForces and Customer in which a variation to the Order Confirmation Form or approved configuration document is agreed
Renewal Period	the period described in clause 17.1
Resold Services	as defined in clause 8.1.1
Service Data Summaries	the Service-specific data summaries at https://www.gforces.co.uk/service-data-summaries/ , which set out for each of the Services offered by GForces the scope, nature and purpose of processing, the duration of the processing, the types of Personal Data and categories of Data Subject, as updated from time to time (each being a "Service Data Summary")

Services	the services to be provided by GForces to Customer under this Agreement being (i) the provision of access to the Software set out in the Order Confirmation Form, together with associated Configuration Services and Support Services; (ii) the Resold Services set out in the Order Confirmation Form; and (iii) where set out in the Order Confirmation Form (or as otherwise agreed between GForces and Customer), Professional Services
Service Support Guide	the service support guide at https://www.gforces.co.uk/service-support-guide/ , as updated from time to time
Set-up Fees	the fees payable by Customer to GForces for the Configuration Services, as set out in the Order Confirmation Form
Software	any online software applications provided by GForces to Customer as part of the Services, including the object code and source code, and any Distributed Code
Subprocessor	a third party engaged by GForces to process Customer's Personal Data
Subscription Fees	the subscription fees payable by Customer to GForces for access to Software, as set out in the Order Confirmation Form
Subscription Term	has the meaning given in clause 17.1
Support Services	the support and maintenance services described in the Service Support Guide
Terms and Conditions	these SaaS and Services Terms and Conditions
Third Party Services	as defined in clause 8.1.2
Transaction Fees	fees payable by Customer to GForces on a 'per transaction' basis, as set out in the Order Confirmation Form
UK GDPR	the GDPR as incorporated into UK domestic law by the European Union (Withdrawal Agreement) Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written does not include e-mail (except where stated).
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement.
- 1.10 The terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

Part A: Operational terms

2. Terms and conditions

- 2.1 By signing the Order Confirmation Form referencing these Terms and Conditions, Customer accepts the terms of the Order Confirmation Form, as well as these Terms and Conditions.
- 2.2 GForces reserves the right to make changes to the Agreement on reasonable notice, in the event of new statutory requirements being introduced.

3. Authorised users

- 3.1 Subject to the terms of this Agreement, GForces grants to Customer, during the Subscription Term, a non-transferable, non-exclusive licence to permit Authorised Users to access the Services in respect of the Locations, through the applicable interfaces.
- 3.2 Unless otherwise specifically limited in the Order Confirmation Form, Authorised User login IDs and passwords will be provided to Customer in a quantity mutually agreed upon by Customer and GForces. If no quantity is agreed, the maximum number of Authorised User login IDs and passwords provided shall be 30 (excluding any Authorised Users that are set up solely for the purposes of receiving e-mails).
- 3.3 Customer must not share its Authorised User login IDs and passwords. Customer shall take (and shall ensure that its Authorised Users take) steps to prevent unauthorised access to its login IDs and passwords. Customer must not allow the use of the same login ID simultaneously by two or more Authorised Users.
- 3.4 Customer undertakes that the maximum number of Authorised Users that it authorises to access and use the relevant Services shall not exceed the number determined pursuant to clause 3.2.
- 3.5 All Authorised Users shall be named individuals. Customer shall not allow any login ID to be used for any non-human operator (including any automated program or robot, whether attended or unattended) without GForces' prior written consent.

- 3.6 Customer shall not:
- 3.6.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (a) and except to the extent expressly permitted under this Agreement, (i) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Software (as applicable) in any form or media or by any means; (ii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make available the Services and/or Software to any third party except the Authorised Users; or (iii) obtain, or assist third parties in obtaining, access to the Services and/or Software; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - 3.6.2 access all or any part of the Services or Software in order to build a product or service which competes with the Services or Software; or
 - 3.6.3 use the Services or Software to provide services to third parties.
- 3.7 Customer shall immediately notify GForces of any Authorised User who leaves the Customer's business (or who is no longer authorised by the Customer to access the Services for any other reason) so that GForces may remove access permissions from the relevant Authorised User.
- 3.8 Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services or Software and, in the event of any such unauthorised access or use, promptly notify GForces.
- 3.9 The rights provided under this clause 3 are granted to Customer only, and shall not be considered granted to any Affiliate of Customer.

4. Locations

- 4.1 The Services shall be provided only in respect of the number of Locations set out in the Order Confirmation Form. Subject to clause 4.2 and clause 4.3, Customer may, from time to time during any Subscription Term, request the purchase of Services for additional Locations in excess of the number set out in the Order Confirmation Form, and if agreed pursuant to the below, GForces shall provide the relevant Services in respect of such additional Locations in accordance with the provisions of this Agreement.
- 4.2 If Customer wishes to purchase Services for additional Locations, Customer shall notify GForces in writing. GForces shall evaluate the request and respond to Customer with approval or disapproval of it (such approval not to be unreasonably withheld).
- 4.3 If GForces approves Customer's request, the parties shall sign an updated or new Order Confirmation Form and Customer shall pay to GForces the relevant Fees set out therein. If the additional Locations are added part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable). If there is less than 12 months to run on the Initial Subscription Term, or if Customer is in the Renewal Period, GForces may in its discretion decline to approve the additional Locations unless Customer enters into a new agreement with a further Initial Subscription Term to be determined by GForces.

5. Services

- 5.1 GForces shall, during the Subscription Term, provide the Services to Customer on and subject to the terms of this Agreement.
- 5.2 GForces reserves the right to disable and/or suspend some or all of Customer's Authorised User Logins and access to all or part of the Services, without liability to Customer, for any breach by Customer or Authorised Users of this Agreement.
- 5.3 GForces shall make the Software available in accordance with the Service Support Guide.
- 5.4 GForces will, as part of the Services, provide Customer with the Support Services and where applicable provide and install GForces Equipment.
- 5.5 GForces shall provide its standard training on the Software at GForces' head office, subject to payment of any agreed fees. If the Customer requests additional training, GForces may provide this at its discretion, subject to payment of any agreed fees and/or applicable travel and accommodation expenses.
- 5.6 Customer shall if applicable:
 - 5.6.1 ensure that GForces has access to the Locations for carrying out the purposes of the Agreement at such times as the parties may agree, providing in any event that reasonable notice has been given by GForces to Customer of any such access requirements;
 - 5.6.2 provide GForces such facilities and assistance at the Locations as GForces reasonably needs to perform its responsibilities under the Agreement; and
 - 5.6.3 keep GForces advised of any relevant health and safety at work rules and regulations and reasonable security arrangements applicable at the Locations.
- 5.7 GForces grants to Customer and Authorised Users the non-exclusive right to use the GForces Equipment during the Subscription Term for the purpose of receiving the Services.
- 5.8 Customer shall not remove, add or replace any of the GForces Equipment without the prior written consent of GForces and shall take reasonable and proper care of the equipment. Title to the GForces Equipment shall not transfer to Customer.
- 5.9 Subject to GForces agreement, Customer may purchase additional Professional Services at GForces' applicable hourly rate as notified to Customer from time to time. The purchase and supply of such services shall be governed by these Terms and Conditions.

6. Configuration Services

- 6.1 GForces shall provide the Configuration Services after signature of this Agreement. If Customer has purchased NetDirector® Auto-e, Customer shall first complete GForces' configuration document. Once the configuration document has been approved by GForces, GForces shall provide the Configuration Services in accordance with that document. Once approved, the configuration document may not be amended except through a Project Variation Notice.
- 6.2 When the Configuration Services are complete, GForces shall hand over the Software to Customer.
- 6.3 Customer acknowledges that GForces' ability to provide the Configuration Services is dependent upon Customer's full and timely co-operation, as well as the accuracy and completeness of any information and data Customer provides to GForces. Accordingly, Customer shall provide GForces

with access to, and use of, all Input Material and other information, data and documentation reasonably required by GForces for the performance by GForces of its obligations under this clause 6, including any Legal Notices.

- 6.4 If Customer does not comply in full with its obligations under this clause 6 and as a result GForces is unable to hand over the Software by the date falling six months after the Effective Date, there shall be a deemed handover on that date and the term 'Handover Date' shall be interpreted accordingly. The Initial Subscription Term shall automatically commence on the deemed Handover Date and GForces shall be entitled to start charging the Subscription Fees.

7. Customer's Personal Data and GForces Data

7.1 Written Instructions

Customer hereby confirms that this Agreement constitutes written instructions to GForces to process Customer's Personal Data in accordance with the following:

- 7.1.1 the terms of this Agreement, in particular this clause 7;
- 7.1.2 the Service Data Summaries as applicable to the Services provided to Customer pursuant to this Agreement;
- 7.1.3 the Data Processing Policy at Schedule 1; and
- 7.1.4 any further written instructions given by Customer and accepted by GForces in writing as constituting instructions for purposes of this Agreement. GForces shall be entitled to refuse to accept instructions where (i) compliance with them would not be possible within GForces' current technical environment, (ii) compliance with them would involve increased staff time or cost to GForces, or (iii) they are otherwise unreasonable.

7.2 Data Protection

- 7.2.1 Each party warrants to the other that it will comply with all applicable requirements of the Data Protection Legislation in connection with this Agreement. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 7.2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, (i) Customer is the Data Controller of the Customer's Personal Data and GForces is the Data Processor, and (ii) GForces is the Data Controller of the GForces Data.
- 7.2.3 Without prejudice to the generality of clause 7.2.1, GForces shall, in relation to Customer's Personal Data processed in connection with the performance by GForces of its obligations under this Agreement:
 - (a) process Customer's Personal Data only in accordance with the written instructions of Customer (pursuant to 7.1 above) unless GForces is required to process Customer's Personal Data by the Applicable Laws of the UK, any EU member state or the European Union. Where GForces is relying on such Applicable Laws for processing Customer's Personal Data, GForces shall promptly notify Customer of this before performing the processing required by those laws unless they prohibit GForces from so notifying Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer's Personal Data and against accidental loss or destruction of, or damage to, Customer's 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. Customer has reviewed and approved the technical and organisational measures set out in the Data Processing Policy at Schedule 1;

- (c) ensure that all personnel who have access to and/or process Customer's Personal Data are obliged to keep it confidential;
- (d) assist Customer in responding to any request from a Data Subject, including (insofar as possible) by having appropriate technical and organisational measures to allow such requests to be fulfilled. GForces shall only be required to assist under this subclause (d) where Customer is unable to process the request itself, and where GForces is in a position to identify the Data Subject. Where requests from a Data Subject are manifestly unfounded or excessive, in particular because of their repetitive character, GForces may either charge Customer a reasonable fee taking into account the administrative costs or refuse to act on the request;
- (e) assist Customer in ensuring compliance with Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Customer without undue delay on becoming aware of a breach relating to Customer's Personal Data;
- (g) on termination of the Agreement, (i) GForces shall delete Customer's Personal Data (and all copies thereof) from all systems and backups within 45 days in accordance with the Data Processing Policy at Schedule 1, unless GForces is required by the Applicable Laws of the UK, any EU member state or the European Union to continue to store Customer's Personal Data; and (ii) at the written request of Customer, GForces shall return a copy of the latest backup of Customer's Personal Data provided such request is made within 7 days of termination; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.2.3 and allow for and contribute to audits by Customer or Customer's designated auditor to monitor such compliance, provided that (i) audits are conducted during normal business hours and on reasonable notice, (ii) the scope of the audit is agreed in advance, and (iii) Customer takes (and procures that its employees and auditors take) such steps as GForces requires for the protection of confidential information belonging to GForces and its customers and the maintenance of its certification standards.

7.3 Lawful grounds for processing

- 7.3.1 Without prejudice to the generality of clause 7.2.1, Customer warrants and undertakes to GForces that, where instructions are given to process Customer's Personal Data, Customer has a lawful basis under the Data Protection Legislation for processing such data in the manner instructed (for example, consent, legitimate interest, or such other legal ground as may be applicable). Where Customer relies on consent, Customer shall ensure that it has obtained all necessary consents.
- 7.3.2 Customer shall display an appropriate privacy policy to all end users of the Customer Website (or other Services). The privacy policy shall set out the terms on which the processing of Customer's Personal Data and GForces Data is conducted, and shall include as a minimum the wording set out in Schedule 2 (or substantially similar wording).

7.4 Third parties

- 7.4.1 Customer hereby gives specific authorisation for GForces to engage the Subprocessors listed in the relevant Service Data Summaries. Customer also gives general authorisation for GForces to engage further Subprocessors and GForces shall notify Customer of such additional appointments.
- 7.4.2 GForces confirms that it has entered or (as the case may be) will enter into a written agreement with each Subprocessor that complies with the requirements of Data Protection Legislation (and which also requires the Subprocessor to comply with the requirements of Data Protection Legislation when appointing its own Subprocessors). As between Customer and GForces, GForces shall remain fully liable to Customer for any Subprocessor's acts or omissions to the extent that they relate to processing under this Agreement, subject to the limitations on liability set out herein (which shall apply to the fullest extent permissible under Applicable Laws, including the Data Protection Legislation).
- 7.4.3 Customer hereby instructs GForces to transfer Customer's Personal Data to the third parties engaged by Customer as listed in the relevant Service Data Summaries.
- 7.4.4 Any provider of Third Party Services engaged by Customer, including but not limited to those listed in the Service Data Summaries and any other third party:
- (a) to whom Customer instructs GForces to send Customer's Personal Data;
 - (b) whose tags Customer instructs GForces to include on its website; or
 - (c) from whom Customer instructs GForces to pull data via an API

shall not be deemed a Subprocessor under the terms of this Agreement. Customer shall be responsible for ensuring that such third parties comply with the Data Protection Legislation and that a Data Processing Agreement is put in place. As between Customer and GForces, Customer shall be fully liable to GForces for any loss or damage suffered by it as a result of any act or omission of any such third party.

7.5 Transfers outside the EEA

- 7.5.1 GForces shall not transfer Customer's Personal Data outside of the European Economic Area unless the prior written consent of Customer has been obtained and either of the following conditions are fulfilled:
- (a) the country (or territory) to which the data is transferred has been assessed to provide an adequate level of protection pursuant to the Data Protection Legislation; or
 - (b) in accordance with the Data Protection Legislation, Customer or GForces has provided appropriate safeguards in relation to the transfer and the Data Subject has enforceable rights and effective legal remedies.
- 7.5.2 Where the relevant Service Data Summaries state that Personal Data is transferred to countries outside the European Economic Area, Customer hereby consents to such transfers.

7.6 Liability

- 7.6.1 In the event of any loss of or damage to Customer's Personal Data, Customer's sole and exclusive remedy shall be for GForces to use reasonable commercial endeavours to

restore the lost or damaged Customer's Personal Data from the latest back-up maintained by GForces as part of the Support Services. GForces excludes all other liabilities and remedies in respect of loss or damage to Customer's Personal Data, to the fullest extent permissible under applicable law (including the Data Protection Legislation). GForces shall not be liable for any loss, destruction, alteration, disclosure of or access to Customer's Personal Data caused by any third party (save in respect of any liability for Subprocessors falling within clause 7.4.2).

- 7.6.2 The limitations on liability set out in clause 16 shall apply to any liability of GForces (whether in contract, tort, misrepresentation, restitution or otherwise) under or in connection with the provisions of this clause 7 to the fullest extent permissible under applicable law (including the Data Protection Legislation).

7.7 General

- 7.7.1 GForces may, at any time on not less than 30 days' notice, revise the provisions of this clause 7 (and any related definitions, clauses, Schedules or Service Data Summaries):

- (a) by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme;
- (b) if GForces, in its reasonable discretion, determines that changes are required in order to comply with Data Protection Legislation; or
- (c) by supplying updated Schedules or Service Data Summaries to reflect changes in Services or the way they are provided.

- 7.7.2 The provisions of this clause 7 shall survive termination or expiry of the Agreement.

8. Third party providers

- 8.1 Customer acknowledges that the Services may enable or assist it to access, integrate with, or purchase services from third party providers. These third party services fall into two categories:

8.1.1 services of certain approved third party providers purchased direct from GForces which are designated as "Resold Services" in the Order Confirmation Form ("Resold Services").

8.1.2 any other third party software, applications, products, services or website links (including social media platforms) that are not Resold Services ("Third Party Services").

- 8.2 In addition to these Terms Customer agrees to be bound by the additional terms applicable to any Resold Services as set out in the Order Confirmation Form.

- 8.3 Any access to, integration with or purchase of Third Party Services shall be at Customer's own risk. GForces gives no warranty, representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or integration with, any Third Party Services, or any transactions completed, or any Third Party Services contract entered into by Customer. If Customer uses any part of the Services in conjunction with Third Party Services, it is Customer's responsibility to comply with the terms and conditions for those Third Party Services.

- 8.4 GForces does not guarantee the availability of Third Party Services and Customer acknowledges that GForces may disable access to any Third Party Services at any time in its sole discretion and without notice. GForces shall not be liable to Customer for discontinuation or suspension of access to, or disablement of, any Third Party Service.

9. Customer obligations

9.1 Customer shall:

- 9.1.1 provide GForces with all necessary
- (a) co-operation;
 - (b) Input Material and other information; and
 - (c) access to premises

as may be required by GForces in order to render the Services or otherwise carry out this Agreement;

- 9.1.2 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Customer providing any required assistance as agreed by the parties, GForces may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 9.1.3 ensure that the Authorised Users use the Services and the Software in accordance with the terms and conditions of this Agreement, and be liable for any Authorised User's breach of this Agreement;
- 9.1.4 obtain and maintain all licences, consents, and permissions necessary for GForces, its contractors and agents to perform their obligations under this Agreement;
- 9.1.5 ensure that its networks and systems comply with the relevant specifications provided by GForces from time to time;
- 9.1.6 maintain compliance with the Browser Policy;
- 9.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to GForces data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet; and
- 9.1.8 put in place any contracts with payment service providers which may be required for the operation of the Services.

9.2 Customer shall ensure that Input Material (and any other material accessed, stored, distributed or transmitted during the course of its use of the Services): is accurate, reliable and of an acceptable quality; is not harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; does not facilitate illegal activity; does not depict sexually explicit images; does not promote or incite violence or religious or racial hatred; is not discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; complies with all Applicable Laws; does not cause damage or injury to any person or property; and does not cause increased internet load to the Software.

9.3 Without prejudice to the generality of cause 9.2 above, where Input Material consists of data relating to stock (including descriptions, images, availability and/or pricing) Customer shall ensure that such data is accurate and complies with all Applicable Laws. The Customer acknowledges that where stock data is submitted to GForces systems (manually or via a feed), there is a delay in such information going live. GForces shall not be liable to the Customer in respect of any loss suffered as a result of such delay (including in relation to any vehicles sold at an incorrect price).

- 9.4 Customer shall not introduce, distribute, transmit, code, store or otherwise enable any Viruses during the course of its use of the Services. Customer shall not without the prior written consent of GForces use (or authorise any third party to use) automated programs, robots or software to extract or record any data stored on the Software, or to access the Software or Services.
- 9.5 Customer agrees not to use GForces' servers to send unsolicited or spam e-mail to other internet users. GForces will, at its sole discretion, decide what constitutes spam e-mails for the purposes of this agreement.

10. Compliance with law and regulation

- 10.1 Customer shall be solely responsible for the use and/or operation of the Customer Website. In particular, Customer shall:
- 10.1.1 ensure that, at all times, the use and/or operation of the Customer Website is in compliance with all Applicable Laws, including laws and regulations applicable to financial services, the sale of goods and services online and consumer protection;
 - 10.1.2 obtain and maintain all necessary licences, consents and authorisations (including authorisation from the Financial Conduct Authority if applicable) which may be required in respect of the use or operation of the Customer Website, before any such use or operation commences; and
 - 10.1.3 display on the Customer Website all notices, disclaimers and other information that are required pursuant to Applicable Laws.
- 10.2 GForces shall not be liable to Customer or any end user for any failure of the Customer Website to comply with Applicable Laws (save that the foregoing shall not affect any specific contractual obligation GForces may have under this Agreement).
- 10.3 Customer shall comply with all the applicable rules and standards put in place by the payment card industry from time to time, including the PCI Security Standards Council's Data Security Standards. Customer acknowledges that in providing the Services, GForces is not processing, transmitting or storing any payment card details. GForces shall have no liability whatsoever for the acts or omissions of any payment service provider.
- 10.4 Customer acknowledges that any templates for Legal Notices provided by GForces for use in connection with the Customer Website:
- 10.4.1 are for guidance only, do not constitute legal advice and will not be relied on by the Customer;
 - 10.4.2 are provided without warranties of any kind, including warranties regarding compliance with any Applicable Laws; and
 - 10.4.3 must be adapted to suit Customer's own requirements (after taking legal advice) prior to display on the Customer Website.
- Customer acknowledges that GForces owns all Intellectual Property Rights in the templates. GForces grants to Customer a non-exclusive licence to use the Intellectual Property Rights in the templates on the Customer Website for the Subscription Term.
- 10.5 Where GForces provides Services other than a Customer Website, Customer shall ensure that the use and operation of those Services is in compliance with Applicable Laws.

11. Service support and updates

- 11.1 GForces shall provide the Support Services during the Subscription Term.
- 11.2 GForces shall provide the Services in accordance with the applicable service level agreements set out in the Service Support Guide.
- 11.3 GForces may release updates and new features for the Software from time to time. Updates to the Software which correct faults or add minor functionality will be deployed by GForces at no charge. However, GForces reserves the right to charge additional Fees for new features which add materially improved functionality, or for updates required to be created specifically for an individual Customer using a customised or bespoke version of the Software.
- 11.4 Customer must accept updates that are free of charge and that are deployed by GForces in order to maintain or increase the security of the Software.

Part B: General terms

12. Charges and payment

- 12.1 Customer shall pay the Fees to GForces in accordance with this clause 12 and the Order Confirmation Form.
- 12.2 The Fees shall fall due as follows (unless otherwise agreed in the Order Confirmation Form or other written document):
 - 12.2.1 Set-Up Fees are due from the Effective Date and shall be invoiced on or around that date;
 - 12.2.2 Subscription Fees for the Initial Subscription Term are due in full from the Handover Date, and shall be invoiced in equal monthly instalments (on or around the first day of each month) during the Initial Subscription Term. Subscription Fees for each Renewal Period are due in full from the beginning of the Renewal Period, and shall be invoiced in equal monthly instalments (on or around the first day of each month) during the Renewal Period;
 - 12.2.3 Transaction Fees are due once the relevant transaction is complete, and shall be invoiced monthly around 30 days after the end of the month in which the transaction occurred; and
 - 12.2.4 Professional Services Fees and any other Fees shall be due and payable in accordance with the Order Confirmation Form.
- 12.3 GForces shall invoice Customer in accordance with the above and Customer shall pay each invoice within 30 days of the invoice date (unless otherwise stated in the invoice).
- 12.4 If Customer fails to pay any invoice in accordance with this Agreement, GForces will send Customer a reminder notice. If Customer fails to pay within 14 days of the date of the reminder notice, and without prejudice to any other rights and remedies of GForces:
 - 12.4.1 GForces may, without liability to Customer, disable Customer's password, user account and access to all or part of the Services or Software and GForces shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remains unpaid;

- 12.4.2 interest shall accrue on the unpaid amounts at an annual rate equal to 3% over the then current base lending rate of the Bank Of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment;
 - 12.4.3 GForces may terminate this Agreement with immediate effect by giving written notice to the Customer; and
 - 12.4.4 if GForces exercises its right of termination under clause 12.4.3, then Customer shall pay to GForces immediately all outstanding agreed sums (including all sums due but not invoiced under clause 12.2.2 and all other sums due or payable under this Agreement).
- 12.5 All amounts and fees stated or referred to in this Agreement:
- 12.5.1 shall be payable in pounds sterling or such other currency as is agreed in the Order Confirmation Form;
 - 12.5.2 are non-cancellable and non-refundable agreed sums;
 - 12.5.3 are, except where expressly stated, exclusive of value added tax and all other local sales taxes, which shall be added to GForces invoice(s) at the appropriate rate; and
 - 12.5.4 shall be paid in full without any deductions (including deductions in respect of income tax, corporation tax, bank charges or other taxes, charges and/or duties) except where Customer is required by law to deduct withholding tax from sums payable to GForces. If Customer is required by law to deduct withholding tax, then Customer and GForces shall co-operate in all respects and take all reasonable steps necessary to lawfully avoid making any such deductions, or to enable the payee to obtain a tax credit in respect of the amount withheld.
- 12.6 GForces shall be entitled to increase any Fees at the start of each Renewal Period upon 90 days' prior notice to Customer. In addition, GForces shall be entitled to increase any Fees relating to Resold Services at any time upon notice to Customer if the third party supplier of Resold Services increases the fees charged to GForces. In the event of increases made under this clause, the Order Confirmation Form shall be deemed to have been amended accordingly.
- 12.7 Any discounts granted on Fees during the Initial Subscription Term shall not apply during any Renewal Period.

13. Intellectual Property Rights

- 13.1 Customer acknowledges and agrees that GForces and/or its licensors own all Intellectual Property Rights in the Services, the Software, the GForces Data and the Content (excluding Assigned Content). Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, any Intellectual Property Rights in respect of the Services, Software, GForces Data or Content.
- 13.2 GForces acknowledges and agrees that Customer and/or its licensors own all Intellectual Property Rights in the Input Material. Except as expressly stated herein, this Agreement does not grant GForces any rights to, or in, any Intellectual Property Rights in respect of the Input Material.
- 13.3 Subject to Customer complying with the terms of this Agreement, GForces hereby grants to Customer for the Subscription Term a non-exclusive, non-transferable, non-sublicensable right:
 - 13.3.1 in accordance with clause 3, to permit Authorised Users to use the Services, the Software, the Content and the GForces Data solely for the purposes of receiving the Services; and

- 13.3.2 to install, implement, and use the Distributed Code on the Customer Website.
- 13.4 Customer hereby grants to GForces a non-exclusive, non-transferable, non-sublicensable right to use the Input Material and the Assigned Content for the Subscription Term (plus a further period of 45 days in respect of back-ups) solely for the purposes of providing the Services. The licence shall be sublicensable to GForces' Affiliates and subcontractors only.
- 13.5 Customer warrants, represents and undertakes that neither the Input Material nor its use in connection with the Services shall breach any third party's Intellectual Property Rights or any Applicable Laws.
- 13.6 Without prejudice to the generality of clause 13.5 above, where Customer orders 3D car modelling and visualisation services as part of the Services, Customer shall obtain all necessary approvals and consents from relevant third party rights owners (including in relation to Intellectual Property Rights) to allow GForces to provide those services and to enable the rendered 3D model(s) to be uploaded to and publicly accessible from the Customer Website (or any other website on which they are made available).
- 13.7 GForces hereby assigns (including by way of present assignment of future copyright if applicable) to Customer the copyright in the Assigned Content throughout the world for the whole term including any renewals, reversions, revivals and extensions thereof.
- 13.8 The Client shall notify GForces immediately if it becomes aware of any unauthorised use of the whole or part of the Services, Software, GForces Data or Content by any person. Customer permits GForces to check the use of the Services, Software, GForces Data or Content by it at reasonable times for that purpose and GForces, its employees and agents may enter Customer's premises.

14. Confidentiality

- 14.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that is or becomes publicly known other than through any act or omission of the receiving party; was in the other party's lawful possession before the disclosure; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or is independently developed by the receiving party, which independent development can be shown by written evidence.
- 14.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, by regulation, by any court of competent jurisdiction or by any regulatory or administrative body, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the performance of this Agreement.
- 14.3 Each party may disclose the other's Confidential Information to its employees, agents, or subcontractors (and, in the case of Customer, Authorised Users) who need to receive it for the purposes of exercising a party's rights or performing a party's obligations pursuant to this Agreement. GForces may also disclose Confidential Information to its Affiliates. Each party shall take all reasonable steps to ensure that those permitted recipients do not disclose or distribute the other party's Confidential Information in violation of the terms of this Agreement.
- 14.4 Customer hereby consents to the inclusion of Customer's name in GForces' published customer list for publicity purposes. Save the foregoing, neither party may make any public statement regarding the relationship contemplated by this Agreement, without the other party's prior written consent.
- 14.5 Except where there is a breach of the obligation to take reasonable steps in clause 14.3, neither party shall be liable for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

- 14.6 The provisions of this clause 14 shall survive termination or expiry of this Agreement.

15. Warranties and indemnities

- 15.1 GForces undertakes that the Services will be performed with reasonable skill and care.
- 15.2 Save as otherwise expressly set out in this Agreement, the Services are provided "as is" without any warranty of any kind either express or implied, including (i) any implied warranties of satisfactory quality, fitness for a particular purpose, title and non-infringement, or (ii) any warranty that the Services will be uninterrupted or error-free or that errors will be corrected. To the extent permitted by applicable law Customer is solely liable for all costs and expenses associated with rectification, repair or damage to Customer's property or data caused by any errors in connection with the Services.
- 15.3 Customer acknowledges that the Services have not been developed to meet Customer's individual requirements and that it is therefore Customer's responsibility to ensure that the facilities and functions of the Services meet Customer's requirements prior to entering into this Agreement.
- 15.4 Whilst GForces shall use reasonable endeavours to register (if requested) any domain names for the Customer Website in the name of Customer, GForces does not warrant or commit that such registration will be successful and GForces shall not be liable for any losses suffered by Customer if the domain is registered by a third party, other than for a refund of any fees paid by Customer in connection with such registration.
- 15.5 Customer shall indemnify GForces against any and all losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) incurred by GForces arising out of or in connection with
- 15.5.1 (any breach of the terms of this Agreement (including breach of any warranty);
 - 15.5.2 Customer's (or its Authorised Users') use of the Services, Software and/or Content, otherwise than in accordance with the terms of this Agreement;
 - 15.5.3 Customer's use of any Third Party Services;
 - 15.5.4 any third party claim relating to any transaction conducted through the Customer Website, including any claims resulting from the sale (or purported sale) of any vehicle; and
 - 15.5.5 any claim that any of the Input Material infringes the Intellectual Property Rights of any third party
- provided that:
- (a) Customer is given prompt notice of any such claim;
 - (b) GForces provides reasonable co-operation to Customer in the defence and settlement of such claim, at Customer's expense; and
 - (c) Customer is given sole authority to defend or settle the claim.
- 15.6 GForces shall, subject to clauses 16.4 and 16.5, indemnify Customer (and its officers, directors and employees) against any and all amounts awarded against Customer (including court costs and reasonable legal fees) in judgment or settlement of any claim that the Software or Content infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, provided that:

- 15.6.1 GForces is given prompt notice of any such claim;
- 15.6.2 Customer provides reasonable co-operation to GForces in the defence and settlement of such claim, at GForces' expense; and
- 15.6.3 GForces is given sole authority to defend or settle the claim.
- 15.7 In the defence or settlement of any claim, GForces may procure the right for Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to Customer without any additional liability to Customer.
- 15.8 The foregoing states Customer's sole and exclusive rights and remedies, and GForces (including GForces employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality or other Intellectual Property Rights.
- 15.9 The provisions of this clause 15 shall survive termination or expiry of the Agreement.

16. Limitation of liability

- 16.1 This clause 16 sets out the entire financial liability of GForces (including any liability for the acts or omissions of its employees, agents and subcontractors) to Customer in respect of:
 - 16.1.1 any breach of this Agreement;
 - 16.1.2 any use made by Customer of the Services or Software or any part of them; and
 - 16.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 16.2 Except as expressly and specifically provided in this Agreement:
 - 16.2.1 Customer assumes sole responsibility for results obtained from the use of the Services and the Software by Customer, and for conclusions drawn from such use. GForces shall have no liability for any damage caused by errors or omissions in any Input Material or other information, instructions or scripts provided to GForces by Customer in connection with the Services, or any actions taken by GForces at Customer's direction;
 - 16.2.2 GForces is not liable for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - 16.2.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 16.3 Nothing in this Agreement excludes the liability of GForces:
 - 16.3.1 for death or personal injury caused by GForces' negligence;
 - 16.3.2 for fraud or fraudulent misrepresentation; or
 - 16.3.3 for any other liability which cannot be limited or excluded by applicable law.

- 16.4 Subject to clause 16.3:
- 16.4.1 GForces shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with this Agreement; and
 - 16.4.2 GForces total aggregate liability in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement (including under any indemnity) shall be limited to the total Fees paid pursuant to this Agreement during the 12 months immediately preceding the date on which the claim arose (excluding any Fees relating to Resold Services).
- 16.5 In no event shall GForces, its employees, agents and subcontractors be liable to Customer in respect of any loss damage or claim (including any third party Intellectual Property Rights claim) to the extent that the loss, damage or claim arises from:
- 16.5.1 a modification of the Services, Software or Content by anyone other than GForces or GForces' duly authorised subcontractors or agents;
 - 16.5.2 Customer's use of the Services, Software or Content in a manner contrary to the instructions given by GForces, any specific terms of use associated with those Services, or the Terms of this Agreement;
 - 16.5.3 Customer's failure to comply with any of its obligations under clause 9;
 - 16.5.4 Customer's addition (or GForces' addition at Customer's request) of any tracking code or pixels (commonly known as 'tags') to the Customer Website;
 - 16.5.5 , in the case of an Intellectual Property Rights claim, Customer's use of the Services, Content or Documentation after notice of the alleged or actual infringement from GForces or any appropriate authority; or
 - 16.5.6 any transactions or purported transactions concluded through the Customer Website, including any unfulfilled or unpaid orders for vehicles placed through the Customer Website, or part-exchange transactions.
- 16.6 Where the Services include the provision of end-to-end finance services as part of GForces' e-commerce solution:
- 16.6.1 GForces shall not be under any obligation to provide finance quotations or services from any particular lender. GForces shall have the right in its sole discretion to remove any lender from the solution, but shall use reasonable commercial efforts to replace such lender with a reasonable substitute; and
 - 16.6.2 GForces shall not be liable to Customer in connection with any finance quotations provided by lenders that are incorrect or cannot be fulfilled.
- 16.7 The provisions of this clause 16 shall survive termination or expiry of the Agreement.

17. Term and termination

- 17.1 This Agreement shall, unless otherwise terminated as provided in this clause 17, commence on the Effective Date and shall continue until the end of the Initial Subscription Term. Thereafter, subject to 17.2 below, this Agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless:
- 17.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period (as applicable); or
 - 17.1.2 otherwise terminated in accordance with the provisions of this Agreement
- and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".
- 17.2 If the Initial Subscription Term is less than 12 months, 17.1 above shall apply with the following changes:
- 17.2.1 each Renewal Period shall be the same length as the Initial Subscription Term; and
 - 17.2.2 the period of notice required to be given pursuant to 17.1.1 shall be 30 days.
- 17.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:
- 17.3.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 17.3.2 (i) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; (ii) the other party ceases, or threatens to cease, to trade; (iii) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or notice of intention to appoint an administrator is given by the other party or its directors; (iv) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party; (v) if any other person takes possession of or sells the other party's assets or the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or (vi) the other party takes or suffers any similar or analogous action as set out in this clause 17.3.2 in any jurisdiction in consequence of debt.
- 17.4 GForces may terminate this Agreement by giving 15 days written notice to Customer in the event that there is a change of control of the Customer within the meaning of section 1124 of the Corporation Tax Act 2010.
- 17.5 In the event that GForces decommissions or withdraws from sale any part of the Software or Services, GForces shall be entitled to terminate the part of the Agreement that relates to the decommissioned or withdrawn Software or Services by giving 3 months written notice to Customer. The remainder of the Agreement shall remain in full force and effect.
- 17.6 On termination of this Agreement, notwithstanding the provision of clause 12 (Charges and Payment), all Fees due to GForces shall become due for immediate payment and GForces shall be

entitled to invoice Customer for any un-invoiced Fees due to the date of termination which shall be payable on receipt of the invoice by Customer.

17.7 On termination of this Agreement for any reason:

- 17.7.1 all licences granted under this Agreement shall immediately terminate;
- 17.7.2 each party shall return and make no further use of any equipment (including in the case of Customer any GForces Equipment), property and other items (and all copies of them) belonging to the other party;
- 17.7.3 Customer shall destroy (or, at GForces' option, return) all of GForces' Confidential Information; and
- 17.7.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination, shall not be affected or prejudiced.

18. Force majeure

- 18.1 GForces shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, denial-of-service or other cyber attacks, failure by a third party hosting provider, failure by a third party provider of a utility service or transport or telecommunications network, strikes, lock-outs or other industrial disputes (whether involving the workforce of GForces or any other party), war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, lightning or other act of God, or default of GForces' subcontractors, provided that Customer is notified of such an event and its expected duration.

19. General

- 19.1 This Agreement shall not prevent GForces from entering into similar agreements with third parties, or from independently developing, using, selling or licensing software and/or services which are similar to those provided under this Agreement.
- 19.2 Customer shall not, without the prior written consent of GForces, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement. GForces may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 19.3 If GForces gives at least 5 Business Days' notice, GForces (or its professional advisers) may during business hours inspect, audit and take copies of relevant records and other documents as necessary to verify Customer's compliance with the terms and conditions of this Agreement.
- 19.4 Any notice required to be given under this Agreement shall be in writing and shall be (a) delivered by hand or sent by pre-paid first-class post or next working day delivery service to its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to, in the case of GForces, compliance@gforces.co.uk, and in the case of Customer, the Primary Contact Email specified in the Order Confirmation Form (unless Customer has provided GForces with an updated Primary Contact Email).
- 19.5 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in normal business hours, at 9 am on the first Business Day following delivery). A correctly

addressed notice sent (i) by pre-paid first-class post shall be deemed to have been received on the second Business Day after posting; and (ii) by delivery service shall be deemed to have been received at the time recorded by the delivery service. A notice delivered by email shall be deemed to have been received at the time of transmission, (or if delivery is not in business hours, at 9 am on the first Business Day following delivery).

- 19.6 The notice provisions above do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.7 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to the other party in writing. Such waiver shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.8 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 19.9 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted under this clause 19.9, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 19.10 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 19.11 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 19.12 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 19.13 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 19.14 No variation of this agreement shall be effective unless it is in writing and signed by the parties.
- 19.15 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales.
- 19.16 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Data Processing Policy



Data Processing Policy

Last Update: 16 August 2021

G FORCES

AN ATG COMPANY

G Forces Web Management Ltd, Corbin Business Park, Caring Lane, Bearsted, Kent ME14 4NJ
0845 055 9040 | www.gforces.co.uk

1. Purpose

The purpose of this document is to outline the policy that G Forces Web Management Ltd (GForces) enforces with the aim of ensuring that any data processed by GForces on behalf of its clients is processed in a manner which meets the requirements of all applicable data protection legislation.

2. Scope

The scope of this document extends to all staff, contractors, temporary employees who process data for or on behalf of GForces, and all interested parties who instruct GForces to process data on their behalf.

3. Objectives

The objective of this policy is to ensure the privacy and protection of all data processed through GForces technology, including Personally Identifiable Information (PII).

4. Data Protection Policy for Processing Data

4.1 The General Data Protection Regulation

The General Data Protection Regulation 2016 ((EU) 2016/679, "GDPR") is one of the most significant pieces of legislation affecting the way that organisations process the personal data. It came into force into 2018, and following the UK's exit from the European Union, a version of the GDPR was retained in UK domestic law (the "UK GDPR"). For ease of reference, this policy uses the term GDPR throughout, but for UK Customers, this should be interpreted as meaning the UK GDPR.

Significant fines are applicable if a breach is deemed to have occurred under the GDPR. It is GForces' aim to ensure that our compliance with the GDPR and other relevant data privacy legislation is clear and demonstrable at all times.

4.2 Definitions

The key definitions listed within the GDPR that are relevant to this policy are as follows:

'personal data' means:

any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

'processing' means:

any operation or set of operations which is performed on personal data or sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

'processor' means:

a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

'controller' means:

the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of processing of personal data; where the purpose and means of such

processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

In this policy we use the term 'Data Controller' to refer to a controller, and 'Data Subject' to refer to a data subject, both as defined above.

4.3 Principles Relating to Processing of Personal Data

There are a number of fundamental principles upon which the GDPR is based as defined in Article 5. These are as follows:

"1. Personal data shall be:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes ('purpose limitation');
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation');
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')."

GForces must ensure that it complies with all of these principles both in the processing it currently carries out and as part of the introduction of new methods of processing such as new IT systems. The operation of an information security management system (ISMS) that conforms to the ISO/IEC 27001:2013 international standard is a key part of that commitment.

The GDPR states that the Data Controller shall be responsible for, and be able to demonstrate compliance with, the principles set out above. Although it is the Data Controller who is ultimately accountable, GForces seeks to assist the Data Controller in achieving compliance by following the procedures set out in this policy, and by complying with GForces' own obligations as a data processor under the GDPR.

4.4 Data Collection and Processing

Article 6 of the GDPR defines the legal basis under which data can be processed. It is the Data Controller's responsibility to determine the lawful basis under which any data collected will be processed. The Data Controller can then instruct GForces to process data on its behalf. GForces only processes data on behalf of the Data Controller under written instruction contained within the contract with GForces.

In order to support our clients on their journey towards compliance all enquiry forms where marketing preferences are collected allow the Data Subject to opt in to marketing via four separate mediums (Email, Phone, SMS and Post). In addition, enquiry forms support the option of either a content-managed Terms and Conditions section or a modal window, both allowing full terms and conditions, privacy policies and fair processing notices to be displayed to the Data Subject prior to enquiry submission.

Similarly, the forms in our transactional journeys allow marketing preferences to be collected on an opt-in basis. They also contain appropriate fair processing notices, and allow terms and conditions and privacy policies to be displayed.

The GDPR sets out specific guidelines for the collection and processing of data in relation to children. In order to address this, GForces also provides the option to have an age confirmation field requiring the Data Subject provide positive confirmation of age before the enquiry can be submitted.

As mentioned, it is important that all Data Controllers have determined the legal basis for collecting data and conducted any necessary Data Protection Impact Assessments associated with the collection of data.

4.5 Marketing Preferences

Whilst the collection of Marketing Preferences is available on all data submission forms available on GForces technology, the Data Controller must determine if the collection of these preferences is necessary on every form. This will depend on the legal basis for processing. If consent is being relied on by the Data Controller as the legal basis for processing, pursuant to Recital 32 of the GDPR the Data Subject must provide consent via an affirmative act (e.g. ticking an opt-in box), and for each communication method separately. GForces will assist Data Controllers by ensuring that consent can be given freely and independently for marketing via post, SMS, phone and email on all standard enquiry forms across its technology.

4.6 Data Retention and Anonymization

All data collected, processed and stored by GForces will reside in relative databases or object storage for thirty-one (31) days for any given product. At the end of the 31st day, all data in its raw format will remain only in backups. Data Controllers will be able to recover this data for a period of fourteen (14) days from the creation of the backups, after which the backups will be automatically destroyed and unrecoverable.

GForces has defined the retention periods as the minimum required to provide the contracted services and to ensure business continuity can be established in the event of technical or security failures. For some services there are exceptions to our standard retention periods. Please see www.gforces.co.uk/service-data-summaries for details.

In addition to retention in the backups, some personal data is automatically anonymised in such a way that there is no ability to reverse engineer this data and is retained indefinitely by GForces. From this point forward, the data is referred to as 'GForces Data' (see section 4.9).

All data, whether in its raw format, backup or anonymised state is stored encrypted.

4.7 Data Encryption and Security

GForces operates and maintains an Information Security Management System (ISMS) that conforms to the international standard ISO/IEC 27001:2013. GForces received a positive recommendation from the British Standard Institution (BSi) to the UK Accreditation Service (UKAS) for certification to this standard in November 2015 and has continued to maintain this certification since then.

Overall authority of the ISMS sits with the ISMS Governing Body which is formed of five staff members, four of whom are company directors demonstrating GForces' commitment at the highest level.

Using ISO/IEC 27001:2013 and ISO/IEC 27002:2013 as a guide, as well as other industry best practice standards such as ITIL, GForces has implemented a number of security controls, policies and procedures to ensure the Confidentiality, Integrity and Availability of its own and clients' Data, Systems and Infrastructure. All data is encrypted in both transit and at rest. During transit, GForces uses SSL/TLS as a minimum standard, and whilst the data is at rest, GForces uses AES-256bit encryption as a minimum standard (except where national legislation requires otherwise). In addition, GForces adopts various industry standard best practices to ensure maximum security of data, for example Least privileged first.

4.8 Rights of the Data Subject

Under Chapter 3 of the GDPR, the data subject also has a number of rights. These consist of:

1. The right to be informed
2. The right of access
3. The right of rectification
4. The right of erasure
5. The right to restrict processing
6. The right to data portability
7. The right to object
8. Rights in relation to automated decision making and profiling.

Each of these rights are supported by appropriate procedures within GForces that allow the required action to be taken within the timescales stated in the GDPR. In the event that GForces receives a request from a Data Subject, GForces will inform the Data Controller of the request without delay, as required by the GDPR. GForces will wait for further instructions from the Data Controller before processing the request.

4.9 GForces Data

In addition to the data GForces processes under written instruction from the Data Controller, GForces collects additional data directly from Data Subjects whilst they are using GForces Technology. For this data, GForces is the Data Controller and this data is defined as 'GForces Data'.

For GForces Data, it is GForces' responsibility to assign a legal basis for its collection, processing and storage. The table below details the GForces data collected, the purpose for which it is collected, the legal basis for which the data is processed and the retention period of this data.

Data Collected	Purpose of Collection	Legal Basis	Retention Period
Data Subject IP Address	Collected in GForces SnowPlow technology and used for cyber security purposes in the event of a cyber-attack, as part of GForces Incident Management process.	Legitimate Interest	Indefinitely in SnowPlow Backups, for Business Continuity purposes in case of data corruption
Data Subject Area codes (not full postal codes in the UK)	Collected in GForces SnowPlow technology when Data Subject enters Postal Code into any online form and used to enhance Business Intelligence around geo locations of site users.	Legitimate Interest	Indefinitely in SnowPlow Backups and in the Data Warehouse, for Business Continuity purposes in case of data corruption
Other Data; - Event Timestamps - User agent - Referrer form HTTP header - Full query string - Body of event definition (internal structure)	Collected in GForces SnowPlow technology and used to provide Business Intelligence for product enhancement and marketing reporting. Data collected within the event definition is based on internal	Legitimate Interest	Indefinitely in SnowPlow Backups, for Business Continuity purposes in case of data corruption

	GForces structure and defines events and actions against a fixed specification.		
Data Subject user ID	Randomly generated hash that anonymously identifies a user for the purposes of user interaction and journey analysis	Legitimate Interest	Indefinitely in SnowPlow Backups, for Business Continuity purposes in case of data corruption

GForces has no ability to identify a Data Subject from their IP Address, Area Code or other data collected. None of the GForces Data is used for the purposes of sales or marketing to the Data Subject.

4.10 Privacy by Design

GForces has adopted the principle of privacy by design and ensures that the definition and planning of all new or significantly changed systems that collect or process personal data will be subject to due consideration of privacy issues, including the completion of one or more privacy impact assessments. The privacy impact assessments will include:

- Consideration of how personal data will be processed and for what purposes
- Assessment of whether the proposed processing of personal data is both necessary and proportionate to the purpose(s)
- Assessment of the risks to individuals in processing the personal data
- What controls are necessary to address the identified risks and demonstrate compliance with legislation

Use of techniques such as data minimisation and pseudonymisation should be considered where applicable and appropriate.

Whilst GForces conducts a privacy impact assessment for its technology, the Data Controller must conduct its own as required by Article 35 of the GDPR.

4.11 Transfer of Personal Data

GForces only transfers data under the instruction of the Data Controller.

All GForces' systems for UK and EEA customers are hosted in the EEA unless otherwise instructed. GForces, which is based in the UK, processes the data from the UK in order to provide the services. (In relation to EEA Data Subjects, this is permitted pursuant to the EU Commission's adequacy decision dated 28 June 2021 in relation to transfers to the UK).

GForces' wholly owned subsidiaries GForces Web Management FZ LLC (UAE) and GForces Vietnam Web Management Company Limited (Vietnam) provide various support and development services in respect of the Services, and it is sometimes necessary for employees of the subsidiaries to access Personal Data in order to provide those services. The Personal Data never leaves the EEA as part of this process. The data is accessed and processed via secure VPN access points. In order to ensure that such overseas access is compliant with the GDPR, GForces has entered into Standard Contractual Clauses which provide adequate safeguards for personal data, and enforceable rights and remedies for Data Subjects.

There are no other transfers outside the EEA unless the customer has instructed GForces to send data to a third party outside of the EEA.

Where non-GForces technology (including third party solutions resold via GForces) is hosted on a GForces platform, this policy does not cater for those provisions, but further information can be provided on request.

4.12 Data Protection Officer

A defined role of Data Protection Officer (DPO) is required under the GDPR if an organisation is a public authority, if it performs large scale monitoring or if it processes particularly sensitive types of data on a large scale. The DPO is required to have an appropriate level of knowledge and can either be an in-house resource or outsourced to an appropriate provider.

Based on these criteria, GForces has appointed a DPO who can be contacted at dpo@atg.auto.

4.13 Breach Notification

It is GForces' policy to be fair and proportionate when considering the actions to be taken to inform affected parties regarding breaches of personal data. In line with the GDPR, where a breach is known to have occurred which is likely to result in a risk to the rights and freedoms of individuals, GForces will inform the Data Controller without delay and assist the customer in ensuring compliance with its obligations regarding breach notifications. This will be managed in accordance with our Incident Management Policy which sets out the overall process of handling information security incidents.

4.14 Addressing Compliance with the GDPR

The following actions are undertaken to ensure that GForces complies at all times with its responsibilities as a data processor under the GDPR:

- Data is only processed on documented instructions from the Data Controller.
- A Data Protection Officer has been appointed with specific responsibility for data protection within GForces.
- All staff involved in handling personal data understand their responsibilities for following good data protection practice, including but not limited to confidentiality obligations in contracts of employment.
- Training in data protection has been provided to all staff.
- Rigorous technical and organisational measures are in place (see 4.7 above). GForces operates and maintains an Information Security Management System (ISMS) that conforms to the international standard ISO/IEC 27001:2013.
- Routes are available to Data Subjects wishing to exercise their rights regarding personal data and such enquiries are handled effectively.
- Procedures are in place to deal with breach notifications (see 4.13 above).
- GForces will assist Data Controllers in conducting any privacy impact assessments relevant to GForces' processing activities, and in any consultations with supervisory authorities in the case of high risk processing.
- GForces will co-operate with supervisory authorities in the performance of their tasks.
- Regular reviews of procedures involving personal data are carried out.
- Privacy by design is adopted for all new or changed systems and processes.
- GForces shall comply with requests of Data Controllers for the deletion or return of personal data when GForces' services are no longer required, with the exception of where data is stored within data backup, where it will auto delete after 14 days.

These actions will be reviewed on a regular basis as part of the management review process for the information security management system.

Schedule 2

Customer Privacy Policy Statements

G F O R C E S

Customer Privacy Policy Statements

Last Update: 16 August 2021

G F O R C E S

AN ATG COMPANY

G Forces Web Management Ltd, Corbin Business Park, Caring Lane, Bearsted, Kent ME14 4NJ
0845 055 9040 | www.gforces.co.uk

Notes for customer

This document sets out the wording you should include in your privacy policy to explain to your end users how their data is being processed by GForces. Including these statements will assist you towards compliance with Data Privacy Legislation. However, as Data Controller, it is YOUR responsibility (and not GForces') to ensure that your privacy policy is compliant. GForces gives no warranties in respect of the statements set out below and nothing in this document constitutes legal advice.

Please note the following:

- You should include the statements that are relevant for the GForces services that you use.
- Including only the statements below is unlikely to be sufficient as you will need to add your own details on how you process, store and retain data, including data you collect through GForces' services.
- These statements only cover the services that you contract through GForces i.e.:
- GForces' own services
- the services of the following third party partners (or "Subprocessors"):
- Amazon Web Services Inc
- Google Inc for Google Analytics (in respect of tracking activity instructed by GForces only, not by you)
- Call It Automotive Limited
- Gubagoo Inc
- LogMeIn Inc (BoldChat)
- They do not cover other third parties with whom you contract directly and to whom you instruct GForces to send your data (e.g. enquiryMAX, DealerWeb, CDK, Google Inc for Google Analytics where you instruct the tracking activity).

For further guidance on this, please refer to the ICO Website.

Statements

FOR CUSTOMERS USING NETDIRECTOR® AUTO-E OR AUTO V10:

Our website is powered by G Forces Web Management Limited ("GForces"), our third party web services provider. GForces is committed to ensuring that data is processed in accordance with applicable data privacy laws, and is kept secure. GForces is certified to the standard of ISO27001 (an international standard for information security). GForces uses Amazon Web Services, Inc. as its cloud platform provider. All data processed by GForces is stored on Amazon's web servers in the EEA.

GForces' wholly owned overseas subsidiaries sometimes need to access Personal Data in order to provide certain support and development services on behalf of GForces. Please see GForces' privacy policy at <https://www.gforces.co.uk/privacy-policy/> for more details on its overseas subsidiaries and the protections in place.

[Note to Customer: if you do not have a GForces website but use other GForces services, you should add a similar statement to the above before you include the wording relevant to the service below.]

If you visit our website

When someone visits our website, GForces collects standard internet log information (your IP address, browser, and type of device) and details of visitor behaviour patterns (where you joined our site from, the path you take through our site and where you leave). These are stored against unique ids (which are strings of numbers). GForces collects this information for the legitimate business purpose of monitoring the number of visitors to the various parts of the site, the general geographic location of visitors and engagement levels, which in turn enables it to make improvements to its websites and services, and provide business intelligence. GForces also processes the information for the legitimate business purposes of maintaining cybersecurity and business continuity. This information is only processed in a way which does not identify anyone. It is kept indefinitely.

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GForces also uses Google Analytics to collect standard internet log information and details of visitor behaviour patterns, which are stored against unique ids (i.e. strings of numbers). We collect this information for the legitimate business purpose of monitoring website traffic and engagement levels, which in turn enables us to make improvements to our website and the way we sell our cars and services. This information is only processed in a way which does not identify anyone. It is kept indefinitely.

If you use our enquiry forms

When you submit information using an online form, GForces processes the data collected and stores it for 31 days for the legitimate business purpose of enabling us to access the information and deal with your request (it is then kept for a further 14 days in GForces' routine back-ups for business continuity purposes). We collect the following information:

Note to customer: insert all the personal data that you collect across your formsets, e.g., name, email address and telephone number for enquiry forms, and explain why you collect it and how long you store it for in your own systems (separate from GForces).

If you enter your post code, GForces stores the first part of it (e.g. 'ME14' or 'SW1') and links it to standard internet log information already collected (it is used for the same purposes as that information, as outlined above).

FOR CUSTOMERS USING LIVECHAT:

If you use our LiveChat service

[For BoldChat Customers: We use a third party provider, LogMeIn Inc., to supply our LiveChat service. If you use the LiveChat service we will collect any personal information that you volunteer to us. This is used for the legitimate business purpose of handling customer enquiries in real time and then following up in order to resolve them. This data is stored for 30 days by LogMeIn Inc. to enable us to access the information and deal with your enquiry. LogMeIn stores the information in the US under Standard Contractual Clauses which provide appropriate safeguards.

[For Call It Automotive Customers, in addition to BoldChat section above: We use a third party provider, Call It Automotive Limited to support our BoldChat service. Personal information that you volunteer to us via the BoldChat service may be shared with Call It Automotive for the legitimate business purpose of assisting with the handling of customer enquiries and follow ups. Personal information will be stored by Call It Automotive for a maximum of 6 months to enable us to access the information and deal with your enquiry. Call It Automotive stores the information in the EEA.]

[For Gubagoo Customers: We use a third party provider, Gubagoo Inc. to supply and support our LiveChat service. If you use the LiveChat service we will collect your name and email address if you provide this and any other personal information that you volunteer to us. This is used for the legitimate business purpose of handling customer enquiries in real time and then following up. This data is stored by Gubagoo for 6 months to enable us to access the information and deal with your enquiry. Gubagoo stores the information in the US under Standard Contractual Clauses which provide appropriate safeguards. Please see Gubagoo's privacy policy for more information on how they use your data. <https://www.gubagoo.com/about/policy>.]

Note to customer: After inserting the relevant paragraphs above, add details of your own use and storage of this data, for example if you upload this to your CRM, or instruct GForces to do it on your behalf.

OPTIONAL WORDING FOR CUSTOMERS USING THE GFORCES DATA PREFERENCE CENTRE:

Under data privacy laws, you have the rights to:

- request access to your personal data;
- request deletion or correction of your personal data; and

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- request that your personal data be transferred to another person.

Our online data preference centre helps you to exercise the rights that data privacy laws give you and control your personal information. It contains five separate forms, as set out below.

- See your data

You can ask to see any personal information that we hold (known as a “subject access request”) by submitting the form on the “See your data” tab.

If you agree, we will try to deal with your request informally, for example by providing you with the specific information you need over the telephone.

- Transfer your data

By completing the form on the “transfer your data” tab, you can ask us to provide your data to a third party.

- Delete your data

You can ask us to delete the information we hold about you by completing the form on the “delete your data” tab.

- Change your data

If we do hold information about you, you can also ask us to correct any mistakes by completing the form on the “Change your data” tab.

- Marketing Preferences

On the “marketing preferences” tab, you can tell us how you would like us to send you marketing information, or ask us to stop marketing to you entirely.

Any data collected through the data preference centre is stored **[Note to customer: insert length of time and purpose etc]**.