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SaaS and Services Terms and Conditions

G FORCES WEB MANAGEMENT LIMITED

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These terms and conditions govern the procurement of G-Forces products and services as set out in the Order Confirmation Form (or other ordering document) which references these terms and conditions.

## 1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in Clause 1 apply:

<b>Agreement</b>	These terms and conditions and the Order Confirmation Form and any other ordering document which references these terms and conditions
<b>Authorised Users</b>	those persons who are authorised by Customer to use the Services, as further described in Clause 3 and the Order Confirmation Form
<b>Business Day</b>	any day which is not a Saturday, Sunday or public holiday in the UK
<b>Confidential Information</b>	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 19
<b>Configuration Services</b>	the design and configuration services (which may include the creation of Content) to be provided pursuant to this Agreement as set out in the Order Confirmation Form or in a separate Configuration Services document agreed between G-Forces and Customer.
<b>Content</b>	all text, information, data, software, executable code, images, audio or video material in whatever medium or form provided by G-Forces to Customer for incorporation in the Customer Website or otherwise for use as part of the Services
<b>Customer Data</b>	the data (other than the G-Forces Data) provided by Customer or Authorised Users on Customer's behalf to G-Forces for the purpose of G-Forces providing the Services or facilitating Customer's use of the Services
<b>Customer Website</b>	any website or guest Wi-Fi log-in page hosted, managed on behalf of or provided to Customer by G-Forces as part of the Services.
<b>Disaster</b>	an incident or event which: <ul style="list-style-type: none"><li>(i) threatens full and total system outage or total workflow interruption to multiple users; and</li><li>(ii) requires special measures to be taken to restore systems to full working order</li></ul>
<b>Distributed Code</b>	HTML tags, JavaScript code, object code, plugins, SDKs, APIs, or other code provided by G-Forces for use of the Services
<b>Documentation</b>	the information made available to Customer by G-Forces online via <a href="http://www.netdirector.co.uk">www.netdirector.co.uk</a> or such other web address notified by G-Forces to Customer from time to time which sets out a description of the Services, any additional terms relating to the specific Services selected, and the user instructions for the Services
<b>Effective Date</b>	the date the Order Confirmation Form is entered into
<b>Fees</b>	the fees set out in the Order Confirmation Form (including as applicable the Set-Up Fees, the Subscription Fees and any other

	fees connected with the Services)
<b>G-Forces Data</b>	the data that is inputted by or collected from users of the Customer Website or other Services, or that arises or is generated by G-Forces in connection with the provision of the Services
<b>G-Forces Equipment</b>	equipment provided or procured by G-Forces that is required to perform the Services
<b>Handover Date</b>	The date on which G-Forces hands over the operational Customer Website to the Customer on completion of the Configuration Services.
<b>Initial Subscription Term</b>	the period set out in the Order Confirmation Form commencing on the Handover Date
<b>Intellectual Property Rights</b>	all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights, moral rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world
<b>Liabilities</b>	all liabilities, damages awarded and amounts paid or payable under judgments or settlements arising from third party claims, and all reasonable and necessary litigation costs and expenses related thereto (including all legal and other professional fees, expenses and disbursements).
<b>Location(s)</b>	The physical sites designated by quantity and/or by address in the Order Confirmation Form at which the Services may be accessed by Authorised Users..
<b>Normal Business Hours</b>	9.00 am to 5.30 pm GMT, each Business Day
<b>Order Confirmation Form</b>	the order confirmation provided by G-Forces in accordance with clause 2.1 which shall include the agreed Fees
<b>Renewal Period</b>	the period described in clause 22.1
<b>Services</b>	the services provided by G-Forces to Customer under this Agreement, as set out in the Order Confirmation Form and as detailed in the Documentation, including where applicable Configuration services
<b>Service Levels</b>	the service levels set out in Schedule 1
<b>Software</b>	any online software applications provided by G-Forces to Customer as part of the Services
<b>Subscription Fees</b>	the subscription fees payable by Customer to G-Forces for the User Subscriptions, as set out in the Order Confirmation Form
<b>Subscription Term</b>	has the meaning given in clause 22.1
<b>Support Hours</b>	the hours during which applicable Support Services are performed as set out in Schedule 1
<b>Support Services</b>	the support and maintenance services described in Part B of this Agreement and Schedule 1
<b>User Subscriptions</b>	the user subscriptions purchased by Customer which entitle Authorised Users to access and use the Services from the

Locations in accordance with this Agreement

**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. For the avoidance of doubt web harvesting and web scraping shall also be considered a virus.

**Wi-Fi** the guest Wi-Fi service provided under the "Footfall" brand , the specification for which is set out in the relevant Documentation

- 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 includes faxes but not e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.10 The terms 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 In entering into this Agreement Customer accepts the terms of the Order Confirmation Form, as well as these terms and conditions.
- 2.2 G-Forces reserves the right to make changes to the Agreement on reasonable notice, in the event of new statutory requirements being introduced.

### **3. USER SUBSCRIPTIONS**

- 3.1 G-Forces grants to Customer, during the Subscription Term, a non-transferable, non-exclusive, licence to permit Authorised Users to access the Services from 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 G-Forces.
- 3.3 Customer must not share its login IDs and passwords, and is responsible for unauthorized 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 of User Subscriptions it has purchased from time to time;
- 3.5 Customer shall not:
- 3.5.1 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, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;
    - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
  - 3.5.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - 3.5.3 use the Services and/or Documentation to provide services to third parties, without the prior written consent of G-Forces; or
  - 3.5.4 subject to clauses 18.4 and 18.1 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
  - 3.5.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 3.
- 3.6 Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 3.7 The rights provided under this clause 3 are granted to Customer only, and shall not be considered granted to any subsidiary or holding company of Customer.

#### **4. ADDITIONAL LOCATIONS AND USER SUBSCRIPTIONS**

- 4.1 Subject to clause 4.2 and clause 4.3, Customer may, from time to time during any Subscription Term, request the purchase of additional Location licences and/or User Subscriptions in excess of the number set out in the Order Confirmation Form and if agreed G-Forces shall grant access to the relevant Services to such additional Authorised Users in accordance with the provisions of this Agreement.
- 4.2 If Customer wishes to purchase additional Location licences or User Subscriptions, Customer shall notify G-Forces in writing. G-Forces shall evaluate the request and respond to Customer with approval or disapproval of it (such approval not to be unreasonably withheld).

4.3 If G-Forces approves Customer's request to purchase additional Location licences and/or User Subscriptions, Customer shall, within 30 days of the date of G-Forces invoice, pay to G-Forces the relevant Fees as set out in an updated or new Order Confirmation Form and, if such additional Location licences or User Subscriptions are purchased by Customer 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).

## **5. SERVICES**

5.1 G-Forces shall, during the Subscription Term, provide the Services and make available the Documentation to Customer on and subject to the terms of this Agreement.

5.2 G-Forces reserves the right to disable and/or suspend some or all of Customer's User Subscriptions 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 G-Forces shall use commercially reasonable endeavours to make the Software available 24 hours a day, seven days a week, except for:

5.3.1 planned maintenance carried out during the maintenance window of midnight to 4.00 am GMT; and

5.3.2 unscheduled maintenance performed outside Normal Business Hours, provided that the G-Forces has used reasonable endeavours to give Customer at least 6 Normal Business Hours' notice in advance.

5.4 G-Forces will, as part of the Services, provide Customer with the Support Services and where applicable provide and install G-Forces Equipment.

5.5 Customer shall if applicable:

5.5.1 ensure that G-Forces 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 G-Forces to Customer of any such access requirements;

5.5.2 provide G-Forces such facilities and assistance at the Locations as G-Forces reasonably needs to perform its responsibilities under the Agreement; and

5.5.3 keep G-Forces advised of any relevant health and safety at work rules and regulations and reasonable security arrangements applicable at the Locations.

5.6 G-Forces grants to Customer and Authorised Users the non-exclusive right to use the G-Forces Equipment during the Term for the purpose of receiving the Services.

5.7 Customer shall not remove, add or replace any of the G-Forces Equipment without the prior written consent of G-Forces and shall take reasonable and proper care of the equipment. Title to the G-Forces Equipment shall not transfer to Customer.

5.8 Where Customer subscribes for Wi-Fi services Customer shall ensure that all end users of the Wi-Fi service have agreed to the Wi-Fi Terms and Conditions of Use and Privacy Policy set out in Schedule 3 as may be updated or revised by G-Forces from time to time and which will be accessible via a prominent link on the Wi-Fi log-in page.

5.9 Customer may (subject to G-Forces' acceptance of its order) purchase Configuration Services and other services at G-Forces' then current rates published on its website or otherwise notified to Customer from time to time.

## **6. CONFIGURATION SERVICES**

- 6.1 Customer acknowledges that G-Forces' 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 G-Forces. Accordingly, Customer shall:
- 6.1.1 provide G-Forces with access to, and use of, all information, data and documentation reasonably required by G-Forces for the performance by G-Forces of its obligations under this Agreement; and
  - 6.1.2 obtain all necessary approvals and consents to allow G-Forces to use relevant third party Intellectual Property Rights in the provision of the Configuration Services including particularly logos, brand imagery, trade marks, and copyrights.
- 6.2 Where Customer orders 3D car modelling and visualisation services as part of the Configuration Services Customer is responsible for obtaining all necessary approvals and consents from relevant third party rights owners (including Intellectual Property Rights) to allow G-Forces to provide those services and to enable the rendered 3D model(s) to be uploaded to and publicly accessible from the Customer Website.

## **7. CUSTOMER DATA AND G-FORCES DATA**

- 7.1 Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 7.2 Customer hereby grants to G-Forces a perpetual, non-exclusive, transferable right to use the Customer Data for the purpose of marketing, business analysis, promotional activity, and for use in connection with the provision to other customers of G-Forces software or services including the right to transfer the Customer Data to third parties.
- 7.3 G-Forces shall own all rights, title and interest in and to all of the G-Forces Data. G-Forces hereby grants to Customer a non-exclusive, non-assignable, non-sub-licensable right to use the G-Forces Data to the extent reasonably necessary for the purpose of receiving the Services in accordance with this Agreement.
- 7.4 Customer undertakes to G-Forces that, where Customer Data includes personal data (as defined in the Data Protection Act 1998) the disclosure and provision of any such Customer Data to G-Forces shall be performed only where the relevant customer has indicated consent to the disclosure of his/her personal data to G-Forces and the use of such personal data for the purposes set out in clause 7.2.
- 7.5 Customer agrees that the Customer Website shall display an appropriate notice to all users of the website or Wi-Fi as to the terms on which the processing of Customer Data and G-Forces Data is conducted, such notice to be agreed with G-Forces in advance and, for the website, to include as a minimum a suitably prominent link via [www.netdirector.co.uk/privacy](http://www.netdirector.co.uk/privacy) to the terms of G-Forces' privacy policy as set out in Schedule 2 as may be updated or revised by G-Forces from time to time.
- 7.6 Customer acknowledges and agrees that the Wi-Fi login page and registration process may include direct marketing permission wording for the benefit of Customer. Customer agrees that direct marketing permission data obtained via the Wi-Fi login page shall constitute Customer Data for the purposes of this Agreement and that such data is collected and used by Customer at Customer's own risk. G-Forces gives no warranty that such direct marketing permission wording complies with any applicable laws and regulations including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 7.7 In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be for G-Forces to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by G-Forces as part of the Support Services. G-Forces shall not be responsible for any loss, destruction, alteration or



disclosure of Customer Data caused by any third party (except those third parties sub-contracted by G-Forces to perform services related to Customer Data maintenance and back-up).

- 7.8 Customer acknowledges and agrees that G-Forces is a data controller (as defined in the Data Protection Act 1998) of any personal data comprised in the G-Forces Data from time to time and any personal data comprised in the Customer Data that is transferred or licensed to G-Forces by Customer from time to time.
- 7.9 Subject to clause 7.6 each party warrants to the other that it will process the Customer Data and G-Forces Data in compliance with all applicable laws and regulations relating to the processing of personal data and privacy, including the Data Protection Act 1998.
- 7.10 Customer acknowledges and agrees that any personal data comprised in the Customer Data may be transferred or stored outside the EEA or the country where Customer and the Authorised Users are located.
- 7.11 Customer shall ensure that Customer is entitled to transfer any personal data comprised in the Customer Data to G-Forces so that G-Forces may lawfully use, process and transfer the personal data in accordance with this Agreement. Customer shall ensure that all relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable laws and regulations relating to the processing of personal data and privacy.
- 7.12 If G-Forces as a data processor (as defined in the Data Protection Act 1998) processes any personal data on Customer's behalf:
- 7.12.1 G-Forces shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by Customer from time to time; and
  - 7.12.2 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage;
  - 7.12.3 G-Forces shall on Customer's request, and unless required by law to do otherwise, return such personal data to Customer and destroy any copies of such data that G-Forces holds.
- 7.13 The provisions of this clause 7 shall survive termination or expiry of this Agreement.

## **8. THIRD PARTY PROVIDERS**

- 8.1 Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. G-Forces makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer, with any such third party.

## **9. G-FORCES OBLIGATIONS**

- 9.1 G-Forces undertakes that the Services will be performed substantially in accordance with the Documentation and the Order Confirmation Form and with reasonable skill and care.
- 9.2 The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to G-Forces instructions, or modification or alteration of the Services by any party other than G-Forces or G-Forces' duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, G-Forces will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance

promptly. Such correction constitutes Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, G-Forces:

- 9.2.1 Does not warrant the performance of any part of the Services provided by third parties that Customer has selected to receive as shown on the Order Confirmation Form, and which are provided to Customer on an "as is" basis on the third party's own terms and conditions;
  - 9.2.2 does not warrant that Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by Customer through the Services will meet Customer's requirements; and
  - 9.2.3 is not responsible 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 and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.3 G-Forces shall comply with all applicable laws and regulations with respect to its performance of the Services under this Agreement.
- 9.4 This Agreement shall not prevent G-Forces from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 9.5 Without prejudice to clause 10.1.6, G-Forces warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement. Notwithstanding the foregoing, and whilst G-Forces shall use reasonable endeavours to register any domain names over which Services are provided in the name of Customer, G-Forces does not warrant or commit that such registration will be successful and G-Forces shall not be liable for any Liabilities in the event of the domain having been registered by a third party other than a refund of any fees paid by Customer in connection with such domain name registration.

## **10. CUSTOMER'S OBLIGATIONS**

- 10.1 Customer shall:
- 10.1.1 provide G-Forces with:
    - (a) all necessary co-operation in relation to this Agreement; and
    - (b) all necessary access to such information and premises as may be required by G-Forces;

in order to render the Services, including but not limited to Customer Data, security access information, installation and Configuration Services;
  - 10.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;
  - 10.1.3 comply with all applicable licence terms and other terms and conditions attached to the use of any third party products and services provided by G-Forces to Customer as part of the Services and shall hold G-Forces harmless against any Liabilities that G-Forces may incur as a result of a breach by Customer of this obligation;
  - 10.1.4 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 provision of such assistance as agreed by the parties, G-Forces may adjust any agreed timetable or delivery schedule as reasonably necessary;

- 10.1.5 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and be responsible for any Authorised User's breach of this Agreement;
  - 10.1.6 obtain and maintain all licences, consents, and permissions necessary for G-Forces, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services, and to allow G-Forces to use the Customer Data for the purposes set out in this Agreement and as notified to Customer in writing from time to time;
  - 10.1.7 ensure that its networks and systems comply with the relevant specifications provided in the Documentation and by G-Forces by any other means from time to time;
  - 10.1.8 maintain compliance with G-Forces' browser policy as updated from time to time and which is available at [www.gforces.co.uk/browser-policy](http://www.gforces.co.uk/browser-policy);
  - 10.1.9 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to G-Forces 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
  - 10.1.10 comply with the PCI Security Standards Council's Data Security Standards and any other similar standards as in force from time to time.
- 10.2 Customer shall not access, store, distribute or transmit or allow any Viruses, or any material during the course of its use of the Services that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; causes damage or injury to any person or property; or causes increased internet load to the Software.
- 10.3 Customer shall ensure that any material being uploaded to the Customer Website, either by G-Forces or directly by Customer, is not in breach of any third party's Intellectual Property Rights or any applicable laws or regulations. G-Forces accepts no responsibility for Customer's actions in either uploading material including Content to any G-Forces authorised web space, or to any other web space on any server.
- 10.4 Customer will include appropriate notices and disclaimers in relation to Content displayed on or made publicly available via Customer Website as prescribed by G-Forces.
- 10.5 Customer agrees not to use G-Forces' servers to send unsolicited or spam e-mail to other internet users. G-Forces will, at their sole discretion, decide what constitutes spam e-mails for the purposes of this agreement. Any breach of this clause shall for the purposes of clause 22 be a material breach of this Agreement incapable of remedy.
- 10.6 If Customer uses any part of the Services in conjunction with third party data, products, services, and platforms (e.g. social media platforms), it is Customer's responsibility to comply with the terms and conditions of the third party providers.

## **PART B: SUPPORT TERMS**

### **11. SERVICE SUPPORT**

- 11.1 The Support Services includes the following:
- 11.1.1 investigation of and assistance with issues affecting the operation of and/or access to the Services;
  - 11.1.2 in relation to the Software:

- (a) Investigation of incidents and service failures;
- (b) Remote diagnosis and, where possible, correction of faults, more specifically to correct all errors, bugs and failures of the Software to comply with any term of the Documentation;
- (c) Development and implementation of patches and updates where appropriate; and
- (d) Provisions of a contactable helpdesk during the Support Hours.

11.2 The Support Services do not include any of the following, which G-Forces may at its sole discretion, provide to Customer on request at G-Forces then current rates:

11.2.1 Any fault or error resulting from:

- (a) the use of any hardware or software not supplied by or approved in writing by G-Forces;
- (b) the use of any browsers not supported by G-Forces.
- (c) any modifications to the Software or Services by any person other than G-Forces or a person authorised by G-Forces;
- (d) unauthorised use of the Software (including its use otherwise than in accordance with the Documentation), operator error, or otherwise from the omission or unauthorised acts of Customer in connection with the Services;

11.2.2 Infrastructure and/or hardware set-up and configuration queries, including the use of unsupported Internet browsers and operating systems, for the avoidance of doubt unsupported Internet Browsers and operating systems shall be classified as those which are no longer supported by the producer of the technology;

11.2.3 Any fault in any third party software or systems other than to the extent that such third party software is the subject of support services provided by G-Forces;

11.2.4 Any services provided our work carried out by G-Forces outside of the Support Hours;

11.2.5 Training, consultancy or advice or assistance regarding functionality of the Software;

11.2.6 Development, non-standard configurations, and bespoke changes made to the individual Customer software.

11.3 Integrated third party solutions are not covered by these Service Level Agreements and whilst G-Forces will work towards standard support processes to resolve any issues the time to resolve will always be subject to the suppliers own response times and commercial commitments between the client and the third party.

## **12. SUPPORT HOURS**

12.1 Support Hours are set out in the "Support Levels" section of Schedule 1.

## **13. SUPPORT ENGAGEMENT**

13.1 When requesting the provision of Support Services Customer shall:

- 13.1.1 Log a support call in accordance with the procedures set out in clause 13.3.1 below;
- 13.1.2 Provide reasonable assistance to G-Forces during any investigation of any error or fault;

- 13.1.3 Keep G-Forces updated with any changes within Customer's business that may affect the provisions of the Support Services, including changes to operating procedures and practices, changes in hardware, software, systems and networks which are not provided by G-Forces.
- 13.2 Support Services are provided on the basis that Customers maintain up to date Software. G-Forces shall install, implement and integrate any updates (including new service packs, patches, and other releases from G-Forces included as part of the Support Services but excluding new versions of the Software or upgrades equivalent to new versions) connected with the Software promptly (and in any event within 4 weeks) after the release of such updates from time to time.
- 13.3 All support calls must be opened with G-Forces through any of the user interfaces listed below. G-Forces shall not be liable whatsoever for any failure to meet any applicable service levels in the event that requests for Support Services are submitted through any other medium or in any other manner.
- 13.3.1 Support calls can be placed to the Support Services help desk by e-mail or phone at [support@qforces.co.uk](mailto:support@qforces.co.uk) or 0844 264 5464 respectively.
- 13.3.2 Through the G-Forces nominated Customer account support executive from time to time, by phone or in regular account meetings.
- 13.4 Where remote diagnosis and fault correction is considered by G-Forces to be required in order for G-Forces to fulfil its obligations then G-Forces shall obtain Customer's consent to access Customer's computing systems in advance of providing such diagnosis or correction.

#### **14. SERVICE LEVELS**

- 14.1 G-Forces will use reasonable endeavours to respond to all correctly logged issues within Service Levels for the relevant Support Service request (classified pursuant to the descriptions set out in Schedule 1). Service Levels are measured from the time at which Customer has provided all information reasonably required, pursuant to the Support Service call procedure set out in Schedule 1.
- 14.2 Support Service request classification may vary from the time it is initially logged to reflect changes in circumstances. The classification and reclassification level off all cases shall be at the discretion of G-Forces.

#### **15. [CLAUSE NOT USED]**

#### **16. DISASTER RECOVERY**

- 16.1 G-Forces shall maintain a Business Continuity Plan, such plan to be updated in line with G-Forces' infrastructure improvements and risk assessments and based on the principles described in Schedule 1, aimed at ensuring that the Service continue to function in the event of a Disaster. Such plan shall cover the provision of staff responsible for specific tasks, maintaining essential operations and systems, actions required to re-start operations, emergency data processing arrangements, backup requirements, hardware requirements and the means and methods of keeping staff and Customers informed of arrangements and developments. In particular, G-Forces shall:
- 16.1.1 Provide against single points of failure in its operating systems;
- 16.1.2 Provide for backup of databases and servers at least daily;
- 16.1.3 Provide for data stored on G-Forces servers to be replicated between servers and data centres (and G-Forces will use reasonable endeavours to ensure high availability systems are used throughout the Subscription Term in order to facilitate continuous access to systems and data).

## **PART C: GENERAL TERMS**

### **17. CHARGES AND PAYMENT**

- 17.1 Customer shall pay the Fees to G-Forces in accordance with this clause 17 and the Order Confirmation Form.
- 17.2 G-Forces shall invoice Customer in accordance with the Order Confirmation Form and Customer shall pay each invoice by the end of the month in which that invoice is received.
- 17.3 If Customer fails to pay any amount due under this Agreement, G-Forces will send Customer a reminder notice. If Customer fails to pay within 15 days of the date of the reminder notice, and without prejudice to any other rights and remedies of G-Forces:
- 17.3.1 G-Forces may, without liability to Customer, disable Customer's password, user account and access to all or part of the Services or Software and G-Forces shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 17.3.2 interest shall accrue on such due 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.
- 17.4 All amounts and fees stated or referred to in this Agreement:
- 17.4.1 shall be payable in pounds sterling or such other currency as is agreed in the Order Confirmation Form;
- 17.4.2 are, subject to clause 21.4.2, non-cancellable and non-refundable (and in the case of G-Forces providing Software Customer acknowledges and agrees that the Services will commence on the date the Software is provided);
- 17.4.3 are exclusive of value added tax and all other local sales taxes, which shall be added to G-Forces invoice(s) at the appropriate rate.
- 17.5 G-Forces shall be entitled to increase any Fees at the start of each Renewal Period upon 90 days' prior notice to Customer and the Order Confirmation Form shall be deemed to have been amended accordingly.

### **18. PROPRIETARY RIGHTS**

- 18.1 Subject to clause 18.3 Customer acknowledges and agrees that G-Forces and/or its licensors own all Intellectual Property Rights in the Services, the Software, the G-Forces Data and the Documentation. 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, G-Forces Data or the Documentation.
- 18.2 G-Forces confirms that it has all the rights in relation to the Services, Software, G-Forces Data and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 18.3 Any materials developed prior to the Effective Date and provided or made available by a party to the other party pursuant to this Agreement are and shall remain the property of that party (or its third party licensors) and, except as expressly provided in this clause 18, the other party will not obtain any right, title, or interest therein.
- 18.4 Subject to Customer purchasing and paying for Location licences and User Subscriptions in accordance with this Agreement, G-Forces hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right to:

- 18.4.1 install, implement, and use the Distributed Code on Customer Websites; and
- 18.4.2 in accordance with clause 3, permit Authorised Users to use the Services, the Content, the Software and the Documentation and any other proprietary information provided as part of the Services during the Subscription Term solely for the Customer's online business operations.
- 18.5 The Client shall notify G-Forces immediately if it becomes aware of any unauthorised use of the whole or part of the Services, and Content, Software, G-Forces Data or Documentation by any person. Customer permits G-Forces to check the use of Content, Software, G-Forces Data or Documentation by it at reasonable times for that purpose and G-Forces, its employees and agents may enter the Customer's premises.

## **19. CONFIDENTIALITY**

- 19.1 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; is independently developed by the receiving party, which independent development can be shown by written evidence; or is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 19.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, 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.
- 19.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute G-Forces' Confidential Information.
- 19.4 Customer hereby consents to G-Forces including Customer's name in its 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.
- 19.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 19.6 This clause 19 shall survive termination of this Agreement, however arising.

## **20. WARRANTY AND INDEMNITY**

- 20.1 Save as expressly set out in this Agreement, the Services are provided "as is" without any warranty of any kind either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- 20.2 Save as otherwise expressly provided in this Agreement, G-Forces does not warrant that the Services will be error-free or that these errors will be corrected and to the extent permitted by applicable law Customer is solely responsible for all costs and expenses associated with rectification, repair or damage to Customer's property caused by any errors in connection with the Services.
- 20.3 G-Forces may create and release updates and upgrades and new versions of the Software from time to time and although G-Forces has no obligation to create or notify Customer of any such releases, any created will be made available at [www.netdirector.co.uk](http://www.netdirector.co.uk). Updates and upgrades to the Software which correct faults or add minor functionality will be included in the Subscription Fee for the Software. However G-Forces reserves the right to charge additional Fees for new

versions of such materials which contain such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product, or for upgrades or updates required to be created specifically for individual customers using customised or bespoke versions of the Software.

- 20.4 Notwithstanding clause 20.3, unless no updates, upgrades or new versions have been released by G-Forces during the applicable 12 month period, G-Forces reserves the right to stop providing any support services, including releasing future updates and upgrades and ensuring compatibility of future functionality, in connection with versions of the Software which are older than 12 months old.
- 20.5 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.
- 20.6 Customer shall defend, indemnify and hold harmless G-Forces against Liabilities incurred by G-Forces arising out of or in connection with Customer's use of the Services, Content and/or Documentation, otherwise than in accordance with the terms of this Agreement provided that:
- 20.6.1 Customer is given prompt notice of any such claim;
- 20.6.2 G-Forces provides reasonable co-operation to Customer in the defence and settlement of such claim, at Customer expense; and
- 20.6.3 Customer is given sole authority to defend or settle the claim.
- 20.7 G-Forces shall, subject to clause 20.9 and clause 21.5, defend Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify Customer for any amounts awarded in judgment or settlement of such claims, provided that:
- 20.7.1 G-Forces is given prompt notice of any such claim;
- 20.7.2 Customer provides reasonable co-operation to G-Forces in the defence and settlement of such claim, at G-Forces expense; and
- 20.7.3 G-Forces is given sole authority to defend or settle the claim.
- 20.8 In the defence or settlement of any claim, G-Forces 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 or obligation to pay liquidated damages or other additional Liabilities to Customer.
- 20.9 The foregoing states Customer's sole and exclusive rights and remedies, and G-Forces (including G-Forces employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## **21. LIMITATION OF LIABILITY**

- 21.1 This clause 21 sets out the entire financial liability of G-Forces (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Customer in respect of:
- 21.1.1 any breach of this Agreement;
- 21.1.2 any use made by Customer of the Services and Documentation or any part of them;  
and



- 21.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 21.2 Except as expressly and specifically provided in this Agreement:
  - 21.2.1 Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by Customer, and for conclusions drawn from such use. G-Forces shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to G-Forces by Customer in connection with the Services, or any actions taken by G-Forces at Customer's direction;
  - 21.2.2 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.
- 21.3 Nothing in this Agreement excludes the liability of G-Forces:
  - 21.3.1 for death or personal injury caused by G-Forces negligence; or
  - 21.3.2 for fraud or fraudulent misrepresentation.
- 21.4 Subject to clause 21.2 and clause 21.3:
  - 21.4.1 G-Forces shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, 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 this Agreement; and
  - 21.4.2 G-Forces total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.
- 21.5 In no event shall G-Forces, its employees, agents and sub-contractors be liable to Customer in relation to a third party Intellectual Property Rights claim to the extent that the alleged infringement is based on:
  - 21.5.1 a modification of the Services, Content or Documentation by anyone other than G-Forces; or
  - 21.5.2 Customer's use of the Services, Content or Documentation in a manner contrary to the instructions given by G-Forces or any specific terms of use associated with those Services; or
  - 21.5.3 Customer's use of the Services, Content or Documentation after notice of the alleged or actual infringement from G-Forces or any appropriate authority.

## **22. TERM AND TERMINATION**

- 22.1 This Agreement shall, unless otherwise terminated as provided in this clause 22, commence on the Effective Date and shall continue until the end of the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:
  - 22.1.1 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; or

22.1.2 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**.

22.2 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:

22.2.1 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

22.2.2 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 or the other party ceases, or threatens to cease, to trade or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or 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, or 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 the other party takes or suffers any similar or analogous action as set out in this clause 22.2.2 in any jurisdiction in consequence of debt.

22.3 G-Forces may terminate this Agreement by giving 15 days written notice to Customer in the event that there is a Qualifying Change of Control within the meaning of section 415 of the Corporation Tax Act 2010.

22.4 On Terminations of this Agreement, notwithstanding the provision of clause 17 (Charges and Payment), All fees due to G-Forces shall become due for immediate payment and G-Forces shall be entitled to invoice the customer for any un-invoiced fees due to the date of termination which shall be payable on receipts of the invoice by Customer.

22.5 On termination of this Agreement for any reason:

22.5.1 all licences granted under this Agreement shall immediately terminate;

22.5.2 each party shall return and make no further use of any equipment (including in the case of Customer any G-Forces Equipment), property, Documentation and other items (and all copies of them) belonging to the other party;

22.5.3 Customer shall uninstall the Software and return or destroy (subject to G-Forces' written instruction) all of G-Forces Confidential Information;

22.5.4 G-Forces may destroy or otherwise dispose of any of the Customer Data in its possession unless G-Forces receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. G-Forces shall use reasonable commercial endeavours to deliver the back-up to Customer within 30 days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date

of termination). Customer shall pay all reasonable expenses incurred by G-Forces in returning or disposing of Customer Data; and

- 22.5.5 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

## **23. FORCE MAJEURE**

- 23.1 G-Forces 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, strikes, lock-outs or other industrial disputes (whether involving the workforce of G-Forces or any other party), failure of a utility service or transport or telecommunications network, act of God, 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 default G-Forces or sub-contractors, provided that Customer is notified of such an event and its expected duration.

## **24. GENERAL**

- 24.1 Customer shall not, without the prior written consent of G-Forces, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. G-Forces may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 24.2 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.
- 24.3 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).
- 24.4 No waiver of any right under this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to the other party in writing.
- 24.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 24.6 If any term, condition or provision (or part thereof) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and in force to the fullest extent permitted by law.
- 24.7 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.
- 24.8 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.

- 24.9 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, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 24.10 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.
- 24.11 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 law of England.
- 24.12 The parties irrevocably agree that the courts of England 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**  
**Support Services**



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Schedule 1 - NetDirec

## SCHEDULE 2

### G-Forces NetDirector Privacy Policy

#### Summary

This Privacy Policy applies to you if you visit the website of one of G-Forces automotive business customers and G-Forces technology and/or services have been implemented on that website.

This Privacy Policy explains how we will use your personal information and how you can exercise your rights with respect to your personal information.

#### Introduction

In this Privacy Policy, references to **we, us or our** (or words of similar import) means G-Forces Web Management Limited and references to **you** means the person whose personal information (as defined below) we collect, use and process.

G-Forces offers an automotive web platform that enables our business customers (referred to in this Privacy Policy as **G-Forces Customers**) to communicate with, interact with, and deliver content to visitors to their websites.

We are committed to protecting your privacy. We will use your personal information in accordance with the Data Protection Act 1998 (the **DPA**) and other applicable laws and regulations that relate to data protection and privacy.

#### Who is the data controller in respect of your personal information?

For the purposes of the DPA, we are a data controller in respect of certain of your personal information that we collect and process as further described in this Privacy Policy.

As described below, we may share your personal information with G-Forces Customers that may receive and process your personal information as a data controller in their own right.

#### What information do we collect?

We may collect and process information about you, including your name, address, contact details (including email address), browser and website usage information, transcripts of chats and other communications. This information is referred to in this Privacy Policy as **personal information**.

In particular, we may collect and process the following information about you:

- Information that you provide on the G-Forces Customer's website. This information could include your name, address and contact details, for example if you fill in an enquiry form on the G-Forces Customer's website.
- Web browser information (for example your MAC address, Internet Protocol (IP) address and browser type) and other usage information from the G-Forces Customer's website including geographic location information and page browsing information. This may constitute personal information about you.
- Information provided to us by G-Forces Customers about you, for example your name, address and contact details.
- Information contained in and records of communications with you, for example if you initiate or engage in a communication with a G-Forces Customer agent via the G-Forces Customer's website (including live chat or email communications).
- Information concerning your marketing preferences.

## **How do we use your personal information?**

We use your personal information in connection with our business activities. In particular, we may use your personal information in the following ways:

- To provide services to our G-Forces Customers.
- To help us manage, administer, review, develop and improve the products and services we offer to all our G-Forces Customers.
- For quality assurance and training purposes.
- For the purposes of performing business and data analysis.
- For marketing and promotional purposes on behalf of G-Forces Customers.
- To communicate with you; for example, we will use your contact details in order to respond to any queries that you submit to us.
- If you have visited other websites or automotive businesses which use G-Forces technology and/or services, then the information collected and processed through the G-Forces Customer's website may be combined with the information collected and processed through such other websites or automotive businesses.
- We may also aggregate and anonymise data so that it does not identify you and we may use and share such aggregated and anonymised information with other G-Forces Customers and third parties.

Your personal information may also be used by us and disclosed to third parties, in order to comply with any legal obligation (including in connection with a court order), or if necessary to enforce or apply this Privacy Policy or in order to protect our rights, property or safety or those of G-Forces Customers, employees or other third parties.

## **With whom do we share your personal information?**

In connection with the above uses of your personal information, we may share your personal information with third parties as described below.

We may disclose your personal information to third parties, including in the following circumstances:

- The G-Forces Customer whose website you access will have access to certain personal information we collect, including access to the communications between you and their agents, or our agents acting on their behalf. We may also share aggregated and anonymised information with other G-Forces Customers and third parties. We have no control over the privacy practices of G-Forces Customers and you should read the privacy policies of the applicable G-Forces Customer on their website.
- We use third parties to carry out certain activities on our behalf that involve the processing of personal information. For example, we may engage third party service providers to provide technical services for us or for G-Forces Customers. These third parties have access to personal information needed to perform their functions, but may not use it for other purposes. We may use the information we receive from third parties to supplement, improve and add to our databases of your details.
- We may pass personal information to external agencies, rights-holders and other organisations (including the police and other law enforcement agencies) for the purpose of preventing and detecting crime and fraud.

- We may pass personal information to our insurers in the event that a claim is made or could be made against us.
- In the event that we sell or buy any business or assets, we may disclose personal information held by us about you to the prospective seller or buyer of such business or assets. If we or substantially all of our assets are acquired by a third party (or subject to a reorganisation within our corporate group), personal information held by us about you and other G-Forces Customer end users will be one of the transferred assets.
- We may pass your personal information to third parties if we are under a duty to disclose or share your personal information in order to comply with any legal obligation (including in connection with a court order), in order to enforce or apply this Privacy Policy or in order to protect our rights, property or safety or those of our G-Forces Customers, employees or other third parties.

### **Where will your personal information be processed?**

In relation to the above uses of your personal information and the above sharing arrangements, your personal information may be transferred to, and stored and processed in, one or more countries outside the European Economic Area (**EEA**), including countries which do not provide equivalent protection for personal information as the DPA. In these circumstances, we will take reasonable steps to ensure that your personal information is adequately protected in accordance with the requirements of the DPA.

### **Cookies**

Cookies are small text files that we transfer to your computer's hard drive through your web browser to enable our systems to recognize your browser and help us to track visitors to G-Forces Customer Websites.

To find out more about the types of cookies we use on G-Forces Customer Websites, how we use them and how you can change your cookies settings, please read our [Cookies policy](#).

### **G-Forces Customer Websites**

Please note that G-Forces Customer websites are provided by G-Forces Customers. G-Forces services are used by G-Forces Customers on our G-Forces Customers' websites and we do not control the privacy practices of each G-Forces Customer. We do not accept responsibility or liability for any issues arising in connection with any G-Forces Customer's use of your information (including your personal information), or the services offered to you by G-Forces Customers.

### **Protecting your personal information**

The transmission of information via the internet is not completely secure; this risk is common across the internet and not specific to us. We cannot guarantee the security of your data (including your personal information) transmitted to G-Forces Customer websites; any transmission is at your own risk.

It is important for you to protect against unauthorised access to your computing device. Be sure to sign off and close your browser when you have finished your user session. This will help to ensure that others do not access your personal information if you share your computing device or use a computing device in a public place such as a library or internet café.

### **What choices do I have?**

If you elect to engage in any communication session (for example live chat) using our services you have a choice concerning what, if any, information you provide.

### **Access to your personal information**

The DPA gives you the right to access your personal information. Your right of access can be exercised in accordance with the DPA. Any access request may be subject to a fee (currently not exceeding £10)



to meet our costs in providing you with details of the personal information we hold about you. To request access to your personal information, please contact us using the details below.

### **How to contact us**

If you have any questions, comments or requests regarding this Privacy Policy, please feel free to contact us in any of the following ways:

- online via the Contact G-Forces enquiry form on the G-Forces Customer Website
- by telephone on [●]
- by writing to us at: [●]

### **Policy changes**

If we decide to change this Privacy Policy, we will post the updated Privacy Policy on our website at [●] and on the applicable G-Forces Customer Website so that you are always aware of what personal information we collect, how we use it and under what circumstances we disclose it. The updated Privacy Policy will take effect as soon as it is posted on our website at [●] and on the applicable G-Forces Customer Website.

This Policy was last updated in [●] 2015.

## SCHEDULE 3

### GUEST WIFI TERMS AND CONDITIONS OF USE AND PRIVACY POLICY

#### GUEST WIFI

##### REGISTRATION PAGE

##### FREE GUEST WIFI

To access our free guest WiFi please complete your details below and click Login.

First Name

Surname

Email address\*

**\*By providing your email address to register for the guest WiFi, you indicate your consent to receiving email direct marketing from us. Please see paragraph 3.2.5 below for information on how to unsubscribe.**

I confirm that I have read and accept the WiFi Terms and Conditions of Use and Privacy Policy [**insert tick box and hyperlink terms and conditions of use and privacy policy**]

[login button]


##### WIFI TERMS AND CONDITIONS OF USE AND PRIVACY POLICY

These terms and conditions and privacy policy (the "**Terms**") set out the agreement between you and [**insert dealership name and registered address**] ("**we**", "**our**" or "**us**") for your use of our free guest WiFi services (the "**Service**"). The Service is provided through a third party provider, G-Forces Web Management Limited. ("**G-Forces**")

Our communications service provider for the purpose of the Service is Focus 4 U Limited (company number 04771242) of Europa House, Southwick Square, Southwick, West Sussex, BN42 4FJ (the "**Service Provider**"). The Service Provider is a Cisco partner and uses Cisco Meraki services and equipment to help provide the Service.

Your use of the Service and acceptance of these Terms on the registration page constitutes your agreement to follow and be bound by these Terms. We reserve the right to update or modify these Terms at any time without prior notice and you shall be required to review and accept these Terms each time you connect to use the Service.

#### 1. THE SERVICE

- 1.1 The Service is free to use and is available at  (the "**Premises**").
- 1.2 In order to use the Service, you must be located at the above Premises and connect to the Service using your equipment. Once connected you will need to provide your full name and email address and confirm that you have read and accepted these Terms before you can access the Service.
- 1.3 The Service is for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to paragraph 4.4 below.

- 1.4 Unless expressly permitted in law, you agree not to reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell for money or money's worth or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Service or any content on it.
- 1.5 We do not guarantee:
  - 1.5.1 the availability of the Service;
  - 1.5.2 that the Service will be uninterrupted;
  - 1.5.3 the speed at which information may be transmitted or received via the Service;
  - 1.5.4 that the Service will be compatible with your equipment or any software which you use;  
or
  - 1.5.5 the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service.
- 1.6 We have no obligation to use any anti-virus, encryption or other security measures for the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.
- 1.7 We recommend that you do not use the Service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk
- 1.8 We do not recommend in particular the use of any websites (or other internet related services) (the "**Internet Services**") and your use of the Internet Services and the Service is carried out entirely at your own risk.
- 1.9 We have no responsibility for, or control over, the Internet Services you access and the information transmitted over the Service, and do not guarantee that the Internet Services and Service are error or malware free. Your use of those Internet Services is at your own responsibility and risk. Any dealings that you may have with promotions, third party services or merchants via the Service are solely between you and the company/person with whom you are dealing with.
- 1.10 We reserve the right at all times to and without notice to you, suspend, restrict, and/or terminate the Service immediately:
  - 1.10.1 in the event we believe you are in breach of any of these Terms;
  - 1.10.2 if you use equipment which is defective or illegal;
  - 1.10.3 if in our reasonable opinion you are involved in fraudulent or unauthorised use of the Service;
  - 1.10.4 if you use the Service in an unreasonable or excessive manner; or
  - 1.10.5 if you use the Service in a way that is likely to adversely interfere with G-Forces' or the Service Provider's ability to provide the Service to us or any third party.
- 1.11 We reserve the right at all times and without notice to you:
  - 1.11.1 to block certain websites; and
  - 1.11.2 to change access codes, passwords or other security information necessary to access the Service.

## 2. YOUR USE OF THE SERVICE

- 2.1 You must not use the Service to access Internet Services, send or receive e-mails, upload, download, post, publish or transmit information material which:
- 2.1.1 is defamatory, harmful, threatening, intimidatory or which could be classed as harassment;
  - 2.1.2 contains violent, illegal, obscene, profane, discriminatory, derogatory, offensive or abusive language or material, including any pornographic material nor do anything to promote such material or any activity which is illegal;
  - 2.1.3 contains offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
  - 2.1.4 contains material which infringes third party's rights (including intellectual property rights);
  - 2.1.5 in our reasonable opinion may adversely affect the manner in which we carry out our business;
  - 2.1.6 is illegal, fraudulent or inappropriate, including inappropriate communications which include, but are not limited to any:
    - (a) deceptive marketing techniques such as "astroturfing", "flogging" or "sock puppetry";
    - (b) spam, junk mail, chain letters, material regarding any pyramid promotional schemes, or similar material; or
    - (c) hostile messages (also known as "flaming" or "bashing") or where any third parties are befriended in an abusive or exploitative manner (also known as "grooming").
  - 2.1.7 constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world;
  - 2.1.8 introduces or transmits any malware;
  - 2.1.9 brings either us, G-Forces and/or the Service Provider into disrepute;
  - 2.1.10 contains statements or suggestions that us, G-Forces and/or the Service Provider endorses any other business, product or service;
  - 2.1.11 results in you being in breach of any duty that you have towards a third party or generally (including, but not limited to, material that you are not allowed to make available such as under any contract of employment or confidentiality agreement);
  - 2.1.12 means that we, G-Forces and/or our Service Provider are liable to any third party; or
  - 2.1.13 is invasive of a third party's privacy.
- 2.2 Music, video, pictures, text and other content on the internet are subject to rights in respect of intellectual property, including copyright. You must not download, alter, e-mail or otherwise use such content unless certain that the owner of such intellectual property rights has authorised its use by you.
- 2.3 You shall ensure that any equipment used to connect to or use the Service is connected and used in accordance with any instructions, safety and security procedures applicable to the use of

that equipment and/or the standards as set out in these Terms. You shall also ensure that any such equipment shall also be compliant with any relevant legislation.

- 2.4 You shall treat any information which forms part of our security procedures or G-Forces' or our Service Provider's security procedures as confidential and you must not disclose such information to any other person.

### 3. PRIVACY POLICY

This paragraph 3, describes the collection, use, storage and disclosure of your personal information (including Personal Data as defined in the Data Protection Act 1998 ("DPA")) before, during and after the use of the Service.

- 3.1 We, G-Forces and our Service Provider are each a data controller in their own right for the purposes of the DPA.

**3.2 What personal information do we use and for what purposes:** We may collect and process personal information about you including your full name and email address as provided on the Service registration page. We may also collect and process the following information about you:

- 3.2.1 your MAC and Internet Protocol (IP) addresses of any equipment which access the Service;
- 3.2.2 geolocation data from your equipment whilst on the Premises; and
- 3.2.3 the date you last visited the Premises and if you visited the Premises more than once, the total number of visits.

The information provided by you and collected by us will be used to:

- 3.2.4 provide the Service to you;
- 3.2.5 send you email direct marketing. If you do not want to receive email marketing from us, please email **[insert dealer unsubscribe email address]** to unsubscribe; and
- 3.2.6 enhance and improve customer service whilst on the Premises through the use of your MAC address and the location of your equipment. **Once connected, you may later be identified by your MAC address collected during the use of the Service.**

**3.3 What personal information does G-Forces use and for what purposes:** G-Forces may collect and process personal information about you including your full name and email address as provided on the Service registration page. G-Forces may also collect and process the following information about you:

- 3.3.1 your MAC and IP addresses of any equipment which access the Service;
- 3.3.2 geolocation data from your equipment whilst on the Premises; and
- 3.3.3 the date you last visited the Premises and if you visited the Premises more than once, the total number of visits.

The information provided by you and collected by G-Forces will be used:

- 3.3.4 in connection with the provision of the Service to us;
- 3.3.5 to help G-Forces manage, administer, review, develop and improve the products and services G-Forces offer to us and third parties;
- 3.3.6 for the purposes of performing business and data analysis;

- 3.3.7 if you have visited other premises which have the same or similar services/products provided by G-Forces or provided personal information through websites which use G-Forces technology and/or services, then the information collected through the use of the Services may be combined with the information provided and collected from the other premises and/or through such websites; and
- 3.3.8 G-Forces may also aggregate and anonymise data so that it does not identify you and G-Forces may use and share such aggregated and anonymised information with other third parties.

**3.4 What personal information does the Service Provider and Cisco Meraki use and for what purposes:** The Service Provider and Cisco Meraki may collect and process personal information about you. The Service Provider and Cisco Meraki may also collect and process the following information about you:

- 3.4.1 your MAC and IP addresses of any equipment which access the Service;
- 3.4.2 geolocation data from your equipment whilst on the Premises;
- 3.4.3 the websites visited whilst using the Service; and
- 3.4.4 data usage.

The information collected will be used in connection with the provision of the Service and in an anonymised form for management information purposes.

**3.5 Disclosure of your personal information.** We, G-Forces or our Service Provider may disclose your personal information to third parties, including in the following circumstances:

- 3.5.1 You agree and acknowledge that we, G-Forces or our Service Provider may pass your personal information to third parties if under a duty to disclose or share your personal information in order to comply with any legal obligation (including in connection with a court order), in order to enforce or apply these Terms or in order to protect our, G-Forces or our Service Provider's rights, property or safety or those of other third parties.
- 3.5.2 You agree and acknowledge that we, G-Forces and our Service Provider may provide assistance and disclose information (including your personal information) to law enforcement, governmental agencies, other authorities and rights-holders including in any investigation of any suspected or alleged illegal activity by you in the use of the Service and to comply with any legal or regulatory requirements.
- 3.5.3 G-Forces may use third parties to carry out certain activities on its behalf that involve the processing of personal information. For example, G-Forces may engage third party service providers to provide technical services for G-Forces or for us. These third parties have access to personal information needed to perform their functions, but may not use it for other purposes. G-Forces may use the information it receives from third parties to supplement, improve and add to its databases of your details.
- 3.5.4 We, G-Forces and our Service Provider may also provide your personal information to insurers in the event of a claim or potential claim.
- 3.5.5 In the event that we, G-Forces or our Service Provider sell or buy any business or assets, we, G-Forces or our Service Provider (as applicable) may disclose personal information held by the applicable party about you to the prospective seller or buyer of such business or assets. If we, G-Forces or our Service Provider or substantially all of our, G-Forces' or our Service Provider's assets (as applicable) are acquired by a third party (or subject to a reorganisation within the respective party's corporate group), personal information held by the applicable party about you will be one of the transferred assets.

- 3.5.6 You agree:
- (a) that our Service Provider may implement and maintain an interception capability where our Service Provider is obliged by law to ensure or procure that such a capability is implemented and maintained; and
  - (b) that our Service Provider may implement and maintain a data retention capability for the Service where our Service Provider is obliged by law to ensure or procure that data is retained.

### **3.6 Storage of your personal information**

- 3.6.1 The data that is provided by you and collected may be transferred to, and stored and processed in, one or more countries outside the European Economic Area ("**EEA**") by us, G-Forces, our Service Provider or Cisco Meraki (in accordance with their privacy policy: <https://meraki.cisco.com/support/#policies:privacy>). By providing your personal information you agree to this transfer, storing or processing.

## **4. LIABILITY**

- 4.1 You agree to compensate us fully for any claims, liabilities, losses or costs in connection with a claim or legal action made or threatened against us by someone else due to your breach of this agreement.
- 4.2 You also agree to compensate G-Forces fully for any claims, liabilities, losses or costs in connection with a claim or legal action made or threatened against G-Forces by someone else due to your breach of this agreement.
- 4.3 Nothing in these Terms shall limit or exclude our liability for:
- 4.3.1 death or personal injury caused by our negligence;
  - 4.3.2 fraud or fraudulent misrepresentation; or
  - 4.3.3 any other liability which cannot lawfully be excluded or restricted.
- 4.4 Subject to paragraph 4.3, we and G-Forces shall not be liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable for:
- 4.4.1 any loss of opportunity;
  - 4.4.2 loss of profit;
  - 4.4.3 loss of revenue;
  - 4.4.4 loss of, destruction or corruption of data;
  - 4.4.5 loss of time;
  - 4.4.6 loss of anticipated savings;
  - 4.4.7 loss of business;
  - 4.4.8 wasted expenditure;
  - 4.4.9 business interruption;
  - 4.4.10 loss arising from disclosure of confidential information;

- 4.4.11 loss arising from or in connection with use of the Service or inability to use or access the Service or a failure, suspension, restriction or withdrawal of all or part of the Service at any time;
- 4.4.12 damage to physical property; or
- 4.4.13 any indirect or consequential loss or damage,
- arising under or in connection with this agreement.
- 4.5 As the Service is for consumer use only, you have certain statutory rights as a consumer. These statutory rights are not, and will not, be affected by any statement contained in these Terms (and in particular, any provision which has the effect of limiting our liability to you). Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.
- 5. TERMINATION**
- 5.1 You may terminate this agreement at any time with immediate effect. Upon termination you must stop using the Service.
- 5.2 Any obligations and liabilities incurred prior to the date on which this agreement terminates shall survive the termination of this agreement.
- 6. GENERAL**
- 6.1 We shall not be in breach of this agreement nor liable for any delay in performing, or failure to perform, the Service under this agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control including but not limited to acts of God, flood, drought, earthquake or other natural disaster, damage or vandalism to the Service, or interruption or failure of internet services.
- 6.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 6.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 6.4 Subject to paragraph 6.5 you and we agree that our agreement is governed by the law of England and Wales and that any dispute between you and us arising out of or in connection with our agreement (including non-contractual disputes or claims) will only be dealt with by the courts of England and Wales.
- 6.5 Regardless of paragraph 6.4, you and we agree that if you are a consumer resident in a part of the United Kingdom other than England and Wales, the law of that part of the United Kingdom will apply to our agreement and any dispute between you and us arising out of or in connection with our agreement (including non-contractual disputes or claims) will be dealt with by the courts located there.
- 6.6 This agreement is between you and us. G-Forces may enforce the terms of this agreement subject to and in accordance with the terms of this agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999. No other person other than G-Forces shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These Terms were last updated on **insert date** 2016



