OPEN BANKING – G CLOUD TERMS

PART A - SUMMARY OF SERVICES:

For the purposes of this Summary of Services, the definitions given in the Customer Terms below, shall apply.

Services	As defined in Part B - Customer Terms
Categorisation Services:	Supplier shall categorise the Transaction Data to create the Generated Data, in the following ways: [CUSTOMER TO DELETE AS APPLICABLE]

- **"Dashboard Categorisation"** – basic categorisation of the Transaction Data, returned via Consent Online's dashboard
- **"Events"** - utilisation of the recurrence engine that create actionable insights on the bank transaction data that is delivered via email
- **"Verify"** - an income verification service provided by API to confirm the following details from the bank transaction data: (a) Employer name; (b) Salary Amount; (c) Pay Frequency; (d) Next expected Paydate; (e) Incoming transfers; (f) Pension; (g) Benefits; (h) Out of work benefits flag; (i) Possible loss of income flag
- **"Supplier Business Insights (EBI)"** – Companies House commercial entity data and anti-money laundering checks, excluding any closed user group information (CCDS and Insight). Only available where the commercial Consumer enters their UK company registration number as part of the consent process. [ONLY FOR USE WHERE CONSUMER IS A CORPORATE ENTITY]
- **"Commercial Forecasting"** - cashflow tool for commercial lending where classified bank transaction data is delivered back to Customer via the forecast module in Consent Online's dashboard [ONLY FOR USE WHERE CONSUMER IS A CORPORATE ENTITY]
- **"Open Banking ID"** - a comprehensive and versatile confirmation of identity and bank account details using the 'Supplier Bank Account Verifier' (EBAV) product in combination with Open Banking account information. Use of this product will include a Search of Supplier's credit reference database, which will record a 'soft footprint' visible to the consumer but not other credit providers.
- **"Automated Income Verification"** - uses Transaction Data to verify "Net Monthly" or "Gross Annual" income declared by the consumer, to various degrees of confidence by splitting out

salaries, benefits, pensions and other consistent transfers in line with lender risk appetite

- “**Individual Affordability”/”IA”** - an analytic output that combines data from Transaction Data, Supplier bureau data and Minimum Income Standards data to derive a consumer’s affordability [ONLY AVAILABLE WHERE CUSTOMER IS AN SUPPLIER INSIGHT MEMBER]

- “**Primary Account Verifier”/”PAV”** - uses Supplier bureau data to flag whether a customer has any other payment accounts in addition to the connected account which the Consumer may wish to share for a comprehensive view of income and expenditure

- “**Transaction Data Insights**” – transaction data that is summarised into the Financial Health Index (for individual consumers) or Business Health Characteristics (for commercial entities) and returned via Consent Online’s dashboard and API

- **Income and Expenditure:** via the Access URL (defined below) Consumers will be presented with a series of questions about their income and expenditure. Supplier will then use the Transaction Data to verify their responses, including their income and expenditure, which shall be presented back to the Consumer in addition to being shared with the Customer.

[To the extent that IA is received by the Customer, the Customer warrants that it is a member of Supplier’s closed user group known as ‘Insight’ and undertakes to remain a member for the term of this agreement or shall lose access to IA, as applicable.]

Intended Use: The Customer confirms that its intended use of the Services and Generated Data is for the following purposes: [CUSTOMER TO DELETE ALL NOT APPLICABLE]

(a) [credit scoring of Consumers;

(b) assessing the risk of granting credit to Consumers;

(c) verifying income and outgoings of Consumers;

(d) detecting fraud in relation to Consumers’ applications for credit;

(e) monitoring Consumers’ financial circumstances;

(f) establishing whether Consumers can afford to make repayments and assisting in making collecting decisions;

	(g) providing debt advice and debt management services to Consumers; (h) assisting Consumers in establishing debt management plans and administering debt management plans; (i) assisting Consumers in forecasting cashflow for commercial lending where classified bank transaction data is delivered via the forecast module; (j) negotiating terms with creditors of Consumers and administering payments to creditors on behalf of Consumers; and (k) advising Consumers on Individual Voluntary Arrangements (IVAs).]
Delivery Mechanism	[API link between Supplier and the Customer] OR [URL link made available to the Customer]
Frequency of Access:	[One time access to Transaction Data] OR [Recurring access to Transaction Data until such time as: • the Customer requests otherwise; • the Consumer revokes their consent or does not give a Renewal Consent every 90 days; • Supplier exercises a right under this Agreement to cease accessing the relevant Consumer Account; or • this Agreement expires or terminates for whatever reason, whichever is sooner.]
Details for Access to Account Services Transaction Data	**Details accessed:** Consumer account name, number and sort code, Consumer account balance, details of Consumer income transactions and outgoing transactions.
White labelling of Customer marks on the consumer facing portal	[Yes] or [No]
Sharing with third parties ("Partners") ?	[N/A] OR [At the explicit instruction of the Consumer, the Customer intends for the Transaction Data and/or Generated Data to be accessed by the following third parties, or such other third parties as notified to Supplier from time to time, subject to these Terms: [NAME, COMPANY ADDRESS, COMPANY NUMBER]

(“**Partners**”)

When completed, the above Summary of Services shall form part of the Customer Terms set out below (collectively referred to as the “**Terms**”).

PART B – CUSTOMER TERMS

1 **Interpretation**

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

Access URL	the URL made available by Supplier and hosted by Consent Online, through which Consumers can access a consent portal to provide their explicit consent to access their Transaction Data via Open Banking
Account Information Service and **Account Information Service Provider** (or **AISP**)	have the meanings given to them in the Regulations.
Account Services	as defined in the Summary of Services.
Additional Connection	means each subsequent Connection to the same Consumer Account following an Initial Connection, including any Connections undertaken on the basis of a Renewal Consent, and for the avoidance of any doubt, if a Consumer withdraws their consent or does not provide a Renewal Consent but then later separately consents to ConsentsOnline accessing their Consumer Account again, the first Connection following such consent shall be an Initial Connection
Aggregated Data	means Consumer Data and usage information that has been stripped of all personally identifiable information and rendered fully de-identified as specified in the ICO code on anonymisation, such that it no longer comprises or includes personal data (as defined in the Data Protection Legislation).
APIs	means application programming interfaces.
Applicable Laws	means all applicable laws relevant to provision of or receipt of the Services, including (without limitation) the Consumer Credit Act 1974, the Data Protection Legislation; the Regulations, the Financial Services and Markets Act 2000, the Financial Services Act 2012, the Financial Services (Banking Reform) Act 2013, the Bank of England and Financial Services Act 2016, in each case, as may be amended, replaced and/or supplemented from time to time.
Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Service and the Documentation.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Health Characteristics	an assessment and summary of the creditworthiness of a commercial entity based on transaction level account information, including key drivers such as the amount and frequency of income, evidence of salary, tax and financial payments, returned payments and account misuse.
Connection	a successful attempt to connect to Consumer Account, resulting in Transaction Data of the Consumer being accessed by Consent Online
Consents Online	Consents Online Limited, a Supplier group company whose registered office is 1 Angel Court, London, EC2R 7HJ, with Company Registration Number: 10904754, and registered and authorised by the Financial Conduct Authority under Firm Reference Number FRN 792642 as an Account Information Service Provider.
Consumer	any current or prospective customer or client (including individual consumers or corporate clients) of the Customer about whom information is to be obtained via Open Banking.
Consumer Account	a bank account of a Consumer which is successfully connected to and accessed by the Services.
Consumer Data	Consumers' Account information (including Transaction Data) retrieved by Consent Online from a Data Source, but excluding the Consumer's log-in credentials for the Consumer Account and any other information provided by the Consumer to Consent Online to enable Consent Online to access the Consumer Account.
Customer	shall mean the Buyer party to the Call-Off Contract.
Customer Data	the data inputted into, and / or submitted for processing within, the Services by the Authorised Users (including any Consumer Data, but excluding any Generated Data).
Data Source	any third party supplier of information obtained by Supplier and/or Consent Online in connection with the Services, including the holder of the Consumer Account.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR and the Data Protection Act 2018, as each are updated from time to time, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and the privacy of electronic communications.
Data Protection Regulator	means the ICO or the FCA to the extent they are investigating the use or misuse of Personal Data.

Data Security Breach	any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data (as defined in the Data Protection Legislation) transmitted, stored or otherwise processed under these Terms or any breach of the Security Measures.
Delivery Mechanism	has the meaning given in the Summary of Services.
Disclosing Party	the party disclosing Confidential Information to the Receiving Party.
Documentation	the documentation made available to the Customer by Supplier and/or Consent Online from time to time which sets out a description of the Services (or part thereof) and instructions for using the Services (or part thereof).
FCA	means the United Kingdom's Financial Conduct Authority or any successor regulatory authority.
Financial Health Index	an assessment and summary of the creditworthiness of an individual based on transaction level account information, including key drivers such as the amount and frequency of income, evidence of housing, insurance and financial payments, payments for high cost short term loans, returned payments and account misuse;
Generated Data	all outputs of the Service and/or Software and all data (including analytics data, categorisation data, and insights data) generated and/or made available by the operation and/or use of the Service, excluding the Transaction Data.
ICO	the United Kingdom's Information Commissioner's Office or any successor regulatory authority.
Initial Connection	means the first Connection following the consumer giving their consent to enable ConsentsOnline to access their Consumer Account, and for the avoidance of any doubt, shall not refer to the first Connection following the Consumer providing a Renewal Consent for the same Consumer Account, which shall be deemed an Additional Connection.
Normal Business Hours	9.00 am to 5.00 pm local UK time, each Business Day.
Open Banking	means the UK initiative to give certain providers (such as Consent Online) access to Consumers' bank account data.
Open Banking APIs	the APIs formally created by the Open Banking Implementation Entity under the Open Banking initiative.

Output Data means Transaction Data and Generated Data;

Partners has the meaning given in the Summary of Services, to the extent that the Customer is acting as a broker;

Permitted Purposes means only the purposes necessary to provide those services explicitly requested by the Consumer, provided that in no circumstances shall the Customer use the Service, Transaction Data or Generated Data for:

a) any use not clearly notified to or authorised by the Consumer;
b) any use requiring the explicit consent of the Consumer, where such consent has been withheld or withdrawn;
c) any use in conflict with or not permitted by Applicable Laws;
d) any use for which the Customer requires regulatory permissions it does not hold, including (as applicable) such use which would require the Customer to be an AISP or agent of an AISP, which by way of example would include displaying the Transaction Data to the Consumer;
e) any use related to the creation or development of a credit score or similar product; or
f) any purpose which requires the disclosure of Generated Data to any third party, except where expressly permitted by these Terms.

Personal Data all personal data (as defined in the Data Protection Legislation) processed under these Terms, including any personal data contained within the Customer Data, the Consumer Data, the Transaction Data and the Generated Data.

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

Regulations the Payment Services Regulations 2017.

Renewal Consent has the meaning given in clause 4.6.

Services the services provided by Supplier and Consent Online which comprise:

(i) provision of the Access URL;

(ii) provision of the Account Information Services to access Transaction Data subject to the Consumer's explicit consent and make it available to the Customer; and

	(iii) and the '***Categorisation Services***' set out in the Summary of Services.
Software	software used by Supplier, Consent Online, or their subcontractors to provide the Service.
Terms	means together the Part A Summary of Services and Part B Customer Terms.
Transaction Data	online account transactional data made available by the operation and/or use of the Service.
Viruses	any thing or device (including any software, code, file or programme) which may: (a) 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; (b) 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 (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, part, appendix and paragraph headings shall not affect the interpretation of these Terms. References to clauses and appendices are to the clauses and appendices of these Terms; references to paragraphs are to paragraphs of the relevant appendix to these Terms.

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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision includes a reference to it as amended, consolidated or replaced from time to time on or after the date of these Terms, and shall include all subordinate legislation made under that statute or statutory provision.

1.7 Any phrase introduced by the terms “including”, “include”, “in particular”, or any similar expression shall be construed as illustrative only and shall not limit the sense of any other words.

1.8 A reference to writing or written includes email but not faxes.

2 Use and Provision of Services

2.1 The Customer acknowledges and agrees that:

2.1.1 the Customer’s rights and obligations under these Terms shall be under contract with and enforceable against or enforced by, Supplier;

2.1.2 Supplier has an agreement with Consent Online through which it can procure the some or all of the Services from Consent Online; and

2.1.3 any obligation within these Terms relevant to performance of the Services by Consent Online, is an obligation on Supplier to procure provision of the Services in accordance with such obligation.

2.2 Subject to the restrictions set out in this clause 2 and the other terms and conditions of these Terms, the Customer is granted a non-exclusive, non-transferable right to use the Services and the Documentation during the Term solely for the internal business purposes of the Customer within the scope of the Permitted Purposes.

2.3 The Customer shall ensure that all Authorised Users:

2.3.1 are informed of the confidential nature of the Consumer Data;

2.3.2 have undertaken training in the laws relating to handling personal data (as defined in the Data Protection Legislation); and

2.3.3 are aware both of the Customer's duties and their personal duties and obligations under such Applicable Laws and these Terms.

3 **Services and Delivery**

3.1 Supplier and Consent Online shall, during the Term, provide the Services subject to the provisions of these Terms and in accordance with the Support Services and Service Level Agreement at Appendix 1 (as applicable).

3.2 The Access URL shall be:

3.2.1 set up to include the consent necessary for the Intended Use and shall include details of the Customer as the recipient of the Transaction Data, and (as applicable) any relevant Partners notified to Supplier in writing; and

3.2.2 made available to the Customer for implementation on their own website or online portal, or one provided on their behalf.

3.3 The Transaction Data and Generated Data shall be provided to the Customer via the Delivery Mechanism detailed in the Summary of Services.

3.4 The Customer acknowledges and accepts that:

3.4.1 the Service is only available in respect of Consumers that have provided their explicit consent to Consent Online via the Access URL and are registered by Consent Online;

3.4.2 Consent Online is under no obligation to make the Service available in respect of any Consumer where:

(a) provision of the Service in respect of such Consumer would result in a breach of any Applicable Law;

(b) the relevant Consumer is known to or is reasonably suspected to be participating in fraud, hacking or other misuse of any of the Services;

(c) the Consumer Account holder restricts use of the Services or fails to comply or co-operate in providing access to Transaction Data, in which case, Supplier will promptly notify the Customer of any such issues;

3.4.3 Consent Online may make changes modifications and upgrades to the Service, and/or alter the way in which the Service is provided:

(a) where necessary due to a change in any Applicable Law or Open Banking; or

(b) where such changes are applied to the Service generally (and not only to any release made available to the Customer) and do not adversely affect the Service's functionality;

3.4.4 these Terms include no guarantee or commitment that each Data Source will remain available for the duration of these Terms and Consent Online may remove a Data Source from the Service where such Data Source is no longer available for any reason;

3.4.5 these Terms include no warranty that the Service, the Documentation, or any content, document or feature of the Service will be error-free or uninterrupted, or that any defects or errors or omissions will be corrected;

3.4.6 the Service is reliant upon the integrity, quality, accuracy and completeness of the Transaction Data, the Consumer Data and other Data Sources provided to Supplier and/or Consent Online, and Consent Online or Supplier do not and cannot verify or confirm the accuracy, integrity or completeness of any Transaction Data, Consumer Data or other Data Sources, and these Terms accordingly do not provide any warranty in this regard;

3.4.7 without prejudice to the generality of clause 3.4.7, these Terms do not include any warranty that the Data Sources available to Supplier and/or Consent Online provide an accurate or complete picture of the financial or other relevant data in respect of any Consumer; and

3.4.8 the Service and Documentation are provided strictly on an **as-is** and **as-available** basis.

3.5 Except to the extent expressly stated in these Terms, no warranties are provided of any kind, whether express, implied, statutory or otherwise, regarding the Service or as to the suitability of the Service for any particular purpose or for meeting Customer requirements, and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute, common law or otherwise, are excluded to the fullest extent permitted by Applicable Law (including implied warranties of merchantability or fitness for a particular purpose).

3.6 The Customer is responsible for satisfying itself that the Service is suitable for any particular use and/or purpose (without prejudice to the Customer's obligation to ensure that all use and/or purposes are within the scope of the Permitted Purposes).

3.7 The Customer shall not use the Service as the sole basis for any business or lending decision. The Customer must rely on its own judgement, skill, expertise, and other verified sources when making any decisions, and the Customer shall have no right of claim for any loss suffered as a result of a lending or account management decision made by the Customer following use of the Service or with reference to any Consumer Data.

3.8 The Customer acknowledges and agrees that the data provided within the Service is based on information provided to Supplier and/or Consent Online from sources over whom Supplier and Consent Online have no control. Therefore no warranties or representations are given as to the accuracy or completeness of the data provided by the Service.

4 **Data and Use**

4.1 Consent Online shall obtain from the Consumer their explicit consent to access their Transaction Data, as required by the Regulation.

4.2 The Customer shall only use the Services and the Transaction Data and Generated Data provided under these Terms, for the Permitted Purposes.

4.3 To the extent that the Customer intends to share Transaction Data or Generated Data to Partners (as set out in the Summary of Services), the Customer is hereby permitted to make such disclosures provided always that:

4.3.1 the Customer notifies Supplier in writing in advance of any disclosure to Partners not listed in the Summary of Services, and Supplier shall have a right to reasonably object to such disclosure by written notice to the Customer to be discussed in good faith;

4.3.2 any such disclosure complies with Applicable Laws;

4.3.3 without prejudice to the generality of clause 4.3.2, where the Partner is not named in the consent obtained by Consent Online under clause 4.1 and the Customer intends to disclose Transaction Data to that Partner, it is the responsibility of the Customer to ensure that the relevant Consumer has given their explicit consent to the transfer as required by Applicable Law and the Regulations;

4.3.4 the Customer promptly makes available on written request details of such disclosures;

4.3.5 the Customer procures that the relevant Partners use the Transaction Data and Generated Data in accordance with these Terms, including the Permitted Purposes; and

4.3.6 the Customer shall be responsible and liable for any use of Transaction Data or Generated Data by the Partners which would constitute a breach of these Terms as if such use were undertaken by the Customer.

4.4 For the purposes of the remainder of this clause 4, the terms "controller", "data subject", "processor" and "processing" shall have the meanings given to those terms in the Data Protection Legislation.

4.5 The parties acknowledge that each of the Customer, Supplier and Consent Online, is an independent controller of Personal Data when it processes such data in connection with provision or receipt (as the case may be) of the Service, and each shall comply with its respective obligations under the Data Protection Legislation and the MSA in relation to its processing of Personal Data.

4.6 To the extent that the Customer obtains Transaction Data through recurring access to a Consumer Account, as noted in the Summary of Services (above), the Customer:

4.6.1 acknowledges that continued access to the relevant Consumer Account for more than 90 days after the Initial Connection, requires the explicit consent of the Consumer, and such explicit consent is required again every 90 day period thereafter for access to continue (the "**Renewal Consent**");

4.6.2 undertakes to obtain the Renewal Consent of the Consumer every 90 days following the Initial Connection where such additional access is requested; and

4.6.3 shall promptly provide evidence of the Renewal Consent following the written request of Supplier or Consent Online.

4.7 The Customer shall not request access to Transaction Data not previously obtained if, after 90 days following the Initial Connection or 90 days following receipt of the Consumer's previously given Renewal Consent, the Customer has not obtained the explicit consent of the Consumer permitting access to continue, in accordance with clause 4.9.

4.8 The Customer acknowledges and agrees that Supplier and Consent Online may use Consumer Data for analytical and research purposes, to improve their respective services.

4.9 Subject to the liability limits agreed in the MSA, each party shall defend, indemnify and hold harmless (and keep indemnified and held harmless) the other party against any claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with a breach by that party of its obligations under this Clause 4.

5 Customer's obligations

5.1 The Customer shall:

5.1.1 comply with all Applicable Laws with respect to its activities under these Terms;

5.1.2 subject to clause 4.1, obtain and maintain all necessary authorisations, licences, and permissions necessary for the Customer to use the Service and/or for Supplier and Consent Online (or their respective subcontractors) to utilise any Customer Data provided by or on behalf of the Customer, in connection with these Terms.

5.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Service that:

5.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

5.2.2 facilitates illegal activity;

5.2.3 depicts sexually explicit images;

5.2.4 promotes unlawful violence;

5.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

5.2.6 is otherwise illegal or causes damage or injury to any person or property,

and, without liability or prejudice to other rights, the Customer's access to the Service (or part of it) may be suspended as a result of a breach of this clause.

5.3 The Customer shall not:

5.3.1 except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties:

(a) (except to the extent expressly permitted under these Terms) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service, the Software and/or Documentation (as applicable) in any form or media or by any means; or

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

5.3.2 access all or any part of the Service and Documentation in order to build a product or service which competes with the Service and/or the Documentation;

5.3.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service and/or Documentation available to any third party except Authorised Users; or

5.3.4 attempt to obtain, or assist third parties in obtaining, access to the Service and/or Documentation, other than permitting the Authorised Users to use the Service in accordance with these Terms.

6 Proprietary rights

6.1 It is acknowledged and agreed that, in respect of the Service, nothing in these Terms shall transfer ownership of any Customer Data or Transaction Data to Supplier or Consent Online.

6.2 Supplier hereby provides to the Customer a non-exclusive, royalty-free, non-sublicensable (except in relation to Partners permitted to receive data under these Terms), and revocable sub-licence to use any Intelectual Property Rights (as such term is defined in the MSA) in the Generated Data, Documentation and Software, in accordance with these Terms.

6.3 To the extent that the consents portal accessible via the Access URL will be branded with the Customer's branding ("**White Labelled**" or "**White Labelling**"), the Customer:

6.3.1 hereby grants to Supplier a non-exclusive, royalty-free, and revocable licence to sublicence use of the trade marks, branding and trade names ("**Marks**") of the Customer ("**Customer Marks**") to Consent Online (and their personnel), solely for the purposes of such White Labelling; and

6.3.2 will provide to Supplier, in a timely manner, the applicable Customer Marks and branding materials for such White Labelling.

7 Not Used

8 Not Used

9 Termination

9.1 The Customer acknowledges and agrees that, in addition to its rights of termination under the Call-Off Contract and Framework Agreement, Supplier has the right to suspend or terminate Services with immediate effect and without liability by giving written notice to the Customer, in the event that:

9.1.1 Open Banking, the Open Banking API, or such permissions necessary to provide the Services, are suspended, rescinded, and/or materially changed such that continued provision of the Service is either impossible or not practical in all reasonable circumstances; or

9.1.2 any change in Applicable Law makes the provision of the Service (or any part of it) unlawful or otherwise not compliant with guidelines published by an applicable regulator.

9.2 On termination of these Terms for any reason:

9.2.1 all licences granted under these Terms shall immediately terminate;

9.2.2 clauses 1 (Interpretation), 6 (Proprietary Rights) and 9.2 (consequences of termination), and any other provisions which expressly or by implication continue and/or come into force on or after termination of these Terms, shall continue in full force and effect; and

9.2.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected or prejudiced.

10 Legal and Regulatory Compliance

10.1 The parties acknowledge that the Service is to be performed under a newly-implemented legal and regulatory regime. Accordingly, the parties agree to cooperate, each acting in good faith, in ensuring that the parties operate in such a way as to satisfy the requirements of all Applicable Laws. For the avoidance of doubt (and subject to clause 5.1.3), each party is ultimately responsible for its own compliance with applicable regulation and law.

Appendix 1

Support Services and Service Level Agreement (SLA)

PART 1 – SUPPORT SERVICES

1 **Customer Service Centre**

1.1 Supplier shall operate a telephone and email support service to the Customer between the hours of 8am to 6pm, Monday to Friday.

1.2 This service will be made available by email on hello@Supplier.com by telephone on number 08000 560 560 or such email address or other number(s) as are notified to the Customer by Supplier from time to time, and the Customer shall set out the nature, extent and details of the query or issue.

2 **Correction of Incidents**

2.1 In this Appendix A – Part 1 "incident" means any problem with the Services, which has a material effect on their accessibility or functionality.

2.2 If an incident occurs:

2.2.1 the Customer will notify Supplier as soon as reasonably possible by telephoning the number set out in paragraph 2 (above) or such other numbers as are notified by Supplier from time to time, and supply Supplier such further information as is available to the Customer or which Supplier may reasonably request;

2.2.2 Supplier will as soon as reasonably practicable assess the nature of the incident and assign it to one of the categories set out in paragraph 4 of this Appendix A – Part 1;

2.2.3 the parties will use reasonable efforts to agree procedures in relation to specific incidents and, once a procedure has been agreed the Customer shall follow that procedure (and shall complete any relevant documentation) in relation to each subsequent incident of a similar nature; and

2.2.4 Supplier will use all reasonable efforts to correct incidents as soon as practicably possible by, in its sole discretion, amending the Services, or by providing a patch or workaround or creating new programmes, and will keep the Customer informed of its progress.

3 **Exceptions to Support Services**

3.1 The support services described above shall not include the correction of incidents attributable to:

3.1.1 amendments to the Services not made by or under the supervision or direction of Supplier, Consent Online or any third party within their respective control;

3.1.2 the reverse engineering or disassembling of the Services, other than by Supplier or Consent Online;

3.1.3 any computer hardware, software or other equipment used in connection with the Customer's access to or use of the Services, where that hardware, software or equipment is not provided by or on behalf of Supplier or Consent Online;

3.1.4 any failure, interruption or other problem of or with electricity supplies outside the reasonable control of Supplier or Consent Online; or

3.1.5 any breach of any of the Customer's obligations under this Statement of Work.

4 **Incident Classification**

4.1 Incidents shall be classified as follows:

Classification	**Description**	**Response time**	**Target Resolution Time**
Severity 1	An incident is categorized as Severity level 1 when the following conditions are satisfied: Condition 1: Unavailability of the Services during service hours Condition 2: A logical security breach whose severity could impact adherence to regulatory requirements	30 minutes	4 hours
Severity 2	Major inconvenience, with one or more users experiencing slow responses or errors	1 hour	24 hours
Severity 3	Minor inconvenience, with no more than one user affected, and business functionality still maintained	24 hours	3 days
Severity 4	Information only request	7 days	28 days

PART 2 – SERVICE LEVELS

1 **Definitions**

1.1 For the purposes of this Appendix A – Part 2, the below defined terms shall have the following meaning:

"API Service"	means access to Supplier's "Application Programming Interface" ("**API**") for receipt of the Services, except the delivery of EBI which is not covered by these service levels;

"Available" and **"Availability"**	means the periods in which the API Service is available, as set out in paragraph 2 (below);
"Critical Service Level Failure"	means either: a) in any calendar month the total Monthly Availability Percentage falls below 75%; or b) in three consecutive calendar months, the total Monthly Availability Percentage falls below 95%;
"SLA Exclusions"	shall have the meaning given in paragraph 6 below;
"Maintenance"	means scheduled Unavailability of the API Service, as notified to the Customer by Supplier prior to the API Service becoming Unavailable;
"Monthly Availability Percentage"	is calculated by reference to the number of minutes of Availability within a calendar month (this being 100%) and subtracting the percentage of those minutes of Availability during the calendar month, in which the API Service was Unavailable but excluding any minutes of downtime resulting directly from an SLA Exclusion;
"Service Credit"	means a credit denominated in GBP, calculated as set forth below, that Supplier shall credit to the Customer in accordance with Appendix A – Part 2; and
"Unavailable" and "**Unavailability"**	means when the API Services is not available or cannot be accessed during the hours of Availability.

2 **Service Commitment**

2.1 The periods of Availability for the API Service are as follows:

Monday to Friday	00:45:00 – 23:59:59
Saturday	00:45:00 – 23:59:59
Sunday	07:00:00 – 23:59:59

2.2 Supplier will make the API Service available with a Monthly Availability Percentage of at least 99.5% during any calendar month (the "**Service Commitment"**).

2.3 Subject to the SLA Exclusions, if Supplier does not meet the Service Commitment, the Customer will be eligible to receive a Service Credit, in accordance with paragraph 4 (below).

5 **Continuous Service Commitment.**

If the Customer becomes eligible to receive a Service Credit for a period of three (3) continuous months, or the Customer is subject to a Critical Service Failure, the Customer shall be entitled to consider this to be a material breach and may terminate this Statement of Work on giving thirty (30) days' notice.

6 **Service Credits**

6.1 Service Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments, including for training or professional services) under this Statement of Work for the calendar month in which the Unavailability occurred in accordance with the below:

Monthly Availability Percentage	**Service Credit**
Between 99.01% and 99.49%	1.5%
Between 98.50% and 99.00%	2.5%
Between 95.01% and 98.49%	3.75%

6.2 Supplier will apply any Service Credits only against future payments for the Services otherwise due from Customer.

6.3 Service Credits will not entitle Customer to any refund or other payment from Supplier except where the Service Credit falls due at the expiry or termination of this Statement of Work, such that no future payments for the Services are due from the Customer.

6.4 A Service Credit will be applicable and issued only if the credit amount for the applicable calendar month is greater than one pound sterling (£1 GBP). Service Credits may not be transferred or applied to any other account or any other client of Supplier or Consent Online.

7 **Credit Request and Payment Procedures**

7.1 To receive a Service Credit, the Customer must submit a claim in writing to Supplier (a "**Credit Request**").

7.2 To be eligible, the Credit Request must be received by Supplier by the end of the first two weeks after the calendar month during which the incident occurred and must include:

7.2.1 the words "**SLA Credit Request"** in the subject line (if an email) or heading if other written notice;

7.2.2 the dates and times of each Unavailability incident that the Customer is claiming for or alleging; and

7.2.3 logs that document the errors and corroborate the claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

7.3 Once the Monthly Availability Percentage of such request is confirmed by Supplier as being less than the Service Commitment, Supplier will issue the Service Credit to the Customer within one calendar month of the calendar month in which Customer's request for Service Credit is confirmed by Supplier.

7.4 The Customer's failure to provide a Credit Request in accordance with this paragraph 5 within the required period, will disqualify the Customer from receiving a Service Credit.

8 SLA Exclusions

8.1 The Service Commitment does not apply to any Unavailability, suspension or termination of the API Service, or any other API Service performance issues that:

8.1.1 result from a suspension of the API Service or remedial action by Supplier and/or Consent Online, in accordance with this Statement of Work;

8.1.2 are caused by factors outside of Supplier's reasonable control, including any force majeure event, issues with internet access, or problems beyond the demarcation point of the Supplier and/or Consent Online's network;

8.1.3 result from any actions of the Customer or any third party not within the reasonable control of either Supplier, Consent Online or their respective agents, subcontractors, workers and employees;

8.1.4 result from the equipment, software or other technology of the Customer or not within the reasonable control of either Supplier, Consent Online or their respective agents, subcontractors, workers and employees;

8.1.5 result from failures of the API Service not attributable to Unavailability; or

8.1.6 result from any Maintenance works.

8.2 If availability is adversely impacted by factors other than those used in Supplier's Monthly Availability Percentage calculation, then Supplier may issue a Service Credit considering such factors at its sole discretion.

8.3 Whether or not to award (and if so the amount of) any discretionary Service Credit award (as described in paragraph 6.2) is at Supplier's absolute discretion and Supplier shall not be bound to replicate or repeat any award of discretionary Service Credits on future occasions and Supplier reserves the right to amend from time to time the way in which any discretionary Service Credit is calculated and/or paid.

9 Sole Remedy

9.1 Unless otherwise expressly provided in this Statement of Work, the Customer's sole and exclusive remedy for any failure to meet the Service Commitment, which is eligible for a Service Credit, shall be the receipt of the relevant Service Credit.