

Orlo Terms and Conditions of Service

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Data Protection Addendum

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Orlo Terms and Conditions of Service

SocialSignin Ltd, trading as Orlo, is a private company limited by shares incorporated and registered in England and Wales with company number 08237170 and whose registered office is located at 7A, Centre City House, 5-7 Hill Street, Birmingham. B5 4UA, England, United Kingdom. Wherever used in these terms and conditions of business (“**T&Cs**”), “Orlo”, “we”, “our” or “us” refer to SocialSignin Ltd (and our permitted successors and/or assigns). Wherever used in these T&Cs, “you”, “your” or similar terms mean the person utilising and/or accessing the Services (as stated in the order form), including persons for which you are responsible such as your employees and other permitted third parties (as applicable).

These T&Cs, together with the Data Protection Addendum

(<https://www.orlo.tech/data-protection-addendum>), Service Level Agreement

(<https://www.orlo.tech/sla>) and the order form (produced by us), constitute a binding legal agreement between Orlo and you (the “**Contract**”). Any purported order by you for the Services shall not form a legally binding contract unless and until we countersign the order form (which has been signed by you) or commence providing the Services (whichever is the later). This Contract governs your access to and use of our products, software, services, and website (collectively “**Services**”), and any and all information, text, graphics, photos or other materials uploaded, downloaded, or appearing on the Services (collectively “**Content**”). By accessing and using the Services, you agree to be exclusively bound by the Contract to the exclusion of any other terms and conditions which seek to have effect, and you warrant that you have read, understood and accepted the terms of the Contract. If you do not agree to be bound by the Contract, you are not permitted to use the Services and/or Content under any circumstances.

In the event of any conflict in respect of the provisions of our Contract and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority): service level agreement, order form, T&C’s and Data Protection Addendum.

By accessing and using the Services you are consenting to (or promising that you have obtained appropriate consent for) the collection and use of personal data by Orlo in accordance with Orlo’s Privacy Policy (<https://www.orlo.tech/privacy-policy>).

A – The Services

1. You are solely and exclusively responsible for the use of the Services and for any Content accessed or made available to others through your account (even if that Content is accessed or made available by others). You assume all risks associated with the Services and any Content accessed or made available to others through your account. Orlo will not be held responsible under any circumstances for your use of the Services or for any such Content.
2. To access or use the Services, you must be able to form a binding contract with Orlo and you must not be prohibited from receiving the Services under any applicable laws.

You warrant that you have the ability and continuing authority to form a legally binding contract with us.

3. You acknowledge that the Services allow you to access and use content and services offered by third party service providers (e.g., Twitter, Facebook) (“**Third Party Service Providers**”). It is a condition precedent of this Contract that you agree to comply with the relevant terms and conditions of any such Third Party Service Provider.
4. Your access to and use of the Services must be in accordance with these T&Cs at all times. If you commit a material breach of these T&Cs, we may without notice suspend or terminate your use and/or access to the Services in accordance with the remaining provisions of these T&Cs.
5. You agree that any of your group companies who use the Services (listed in the order form or for which we have given our express written consent) shall be bound by these T&Cs at all times and you shall procure that they adhere to these T&Cs, and you shall be wholly responsible for all of their actions and/or omissions.
6. You agree that the Data Protection Addendum incorporates all data protection requirements relating to the Services and the Contract and you and we will comply with its provisions.
7. Orlo will operate the Services in accordance with any Orlo service level agreement in operation from time to time (“**Orlo SLA**”). The current Orlo SLA will be annexed to the order form and available at our website. Orlo’s failure to achieve Monthly Uptime Percentage or support targets set out in the Orlo SLA shall not be a material breach of the Contract. The Orlo SLA shall only apply during the Contract period.

B – Your Account

1. You must provide your legal full name (i.e. company name and number), address for service of any notices, a valid email address and contact details of an authorised representative, and any other information requested by us in order to complete the account sign-up process.
2. You are responsible for maintaining the security of your account login information and for any activities or actions occurring under your account e.g. authentication and re-authentication of social accounts. Orlo encourages you to use a “strong” password (passwords that use a combination of upper and lower case letters, numbers and symbols) for your account. Orlo will not be responsible for any loss or damages whatsoever resulting from your failure to comply with this obligation.
3. The number of accounts to be used shall be set out in the order form. Each account login may only be used by one person. A single login shared by multiple people is not permitted and Orlo reserves the right to monitor usage of user logins. Where multiple use of logins is discovered Orlo reserves the right to charge the additional user licences

C – Term, Use and Restrictions

1. We agree to supply the Services, and you agree to accept the Services for the period as set out in the order form (the “Initial Term”). Unless we receive written notice from you to cancel the Contract before the 60 day period prior to the natural expiry of the Initial Term (and/or each anniversary thereafter) then the Contract shall automatically continue for a further term equal to the Initial Term (the “Additional Term”), and continue on a rolling basis thereafter upon the expiry of each Additional Term unless the aforementioned notice is received by us. Should you cancel the Contract then the provisions of clauses G4 to G7 (inclusive) and clause G9 shall apply.
2. Any renewal of the Contract in accordance with clause C1 shall be at the current price being charged to you unless notice is sent by us to you prior to 60 days of the anniversary of the renewal that there will be a price increase (notwithstanding clause F3). Upon any automatic renewal of the Contract or otherwise the provisions of the Contract shall continue to apply in all respects.
3. Should the Customer be granted service credit in accordance with the Orlo SLA, such time will be added onto the end of the Initial Term (or any subsequent Additional Term) but the 60 day notice for cancellation will not be varied and will still apply from the original natural expiry date of the Initial Term (or subsequent Additional Term) without including the service credit time. Any subsequent Additional Term will begin on the expiry of the service credit time.
4. You may only use the Services to: (a) access Content on Orlo’s website; and (b) access, manage and obtain information about your accounts with Third Party Service Providers in accordance with these T&Cs and any terms specified by the Third Party Service Providers. You may only use the Services in relation to your own genuine and legitimate social media management requirements.
5. You may not use the Services for any illegal or unauthorised purpose, including in any way that violates copyright, privacy or other laws applicable in England and Wales or which are applicable to you.
6. You may not use the Services in a way that is detrimental to the operation of the Services or the access or use of the Services by anyone else. This restriction applies to any use that interferes or attempts to interfere with the normal operations of the Services, including by hacking, deleting, augmenting or altering the Services or any Content.
7. You may not, without Orlo’s prior written permission (including the permissions granted by these T&Cs): (a) copy, distribute (including by framing any of the Services on any website), modify, enhance, translate, reproduce, sell, resell, sublicense, rent, lease, or otherwise attempt to exploit the Services; (b) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code (except to the extent that this restriction is expressly prohibited by law); (c) make derivative works of the Services; or (d) modify another website so as to falsely imply that it is associated with the Services, Orlo or any other Orlo products or services.

D – Content

1. You understand that by using the Services you may be exposed to Content that might be unlawful, offensive, harmful, inaccurate, or otherwise inappropriate or deceptive. Orlo does not pre-screen Content and cannot be responsible for the Content accessed or made available to others through the Services.
2. Orlo and its designees have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Services. Orlo may (but has no obligation to) remove Content and accounts containing Content that Orlo determines in its sole discretion to be unlawful, offensive, harmful, inaccurate, or otherwise inappropriate or deceptive (including Content that Orlo determines in its sole discretion to: (a) be libellous, defamatory, pornographic, obscene, or otherwise objectionable; or (b) violate any party's intellectual property).
3. You must not upload, post, host, transmit or otherwise make available to others unlawful unsolicited email, SMSs, or "spam" messages through the Services.
4. You must not transmit or otherwise make available to others any worms or viruses or any code of a destructive nature ("Viruses") through the Services.

E – Payment Matters

1. Payment shall be made by bank transfer to an account specified by Orlo. Such account will be detailed on the order form. Should Orlo wish to alter the method of payment it will notify you in writing and agree the same with you before altering it.
2. You shall pay for the Services at such times and at such amounts as specified in the order form, and in the absence of the aforementioned you shall pay for each 12 month period in full within 30 days of the date when Orlo commence providing the Services.
3. Purchased Services are only refundable at the sole discretion of Orlo.
4. All fees are exclusive of VAT or any equivalent taxes, levies, withholdings or duties imposed by taxation authorities in any other jurisdiction, and you shall be responsible for payment of all such taxes, levies, withholdings or duties in addition to the fees (as specified in the order form or otherwise).
5. You must specify the country of your business so that Orlo can understand its obligations to any applicable taxation authorities.
6. All fees and other sums paid to Orlo shall be paid in full and cleared funds in pounds sterling by telegraphic transfer without any right of set off, counterclaim or delay.
7. Orlo may charge interest on all late payments (and any other costs and/or expenses) at the rate of 4% above the Bank of England base rate from time to time.

F – Modifications to the Services and Prices

1. Orlo may change the Services or the format or delivery of the Services from time to time and where reasonable will endeavour to notify the customer. Any changes to the Services, including releases of new features, tools or resources, shall be subject to these T&Cs.
2. Subject to the below clause F3, the price for all Services are as set out in the order form (or as subsequently agreed in writing from time to time).
3. Prices of all Services are subject to change upon 30 days' notice from Orlo. Such notice shall be provided in writing to the customer's contact details set out on the order form.
4. Orlo may change the Orlo SLA upon 30 days' notice from Orlo. Such notice shall be provided in writing to the customer's contact details set out on the order form.

G – Suspension, Cancellation and Termination

1. Orlo shall endeavour to provide you with uninterrupted access to the Services however from time to time the Services may be suspended without notice or even withdrawn due to essential maintenance and/or any other extenuating circumstances (in our sole discretion). Orlo will try to keep such maintenance to times that are outside of normal business hours in the United Kingdom (being 8.30am to 5.00pm Monday to Friday on a day that is not a bank holiday), but it may not always be able to ensure this. Our uptime can be reviewed at any time here: <https://orlo.statuspage.io/>
2. Orlo may suspend or restrict your access to the Services at any time and without any liability whatsoever for any good and/or valid reason (in our sole discretion), including:
 - (a) in accordance with clause G1;
 - (b) due to any of the reasons set out in clause G8;
 - (c) dealing with any actual or suspected security breach, virus or attack;
 - (d) when required to by any regulatory, judicial, governmental, police or other competent body;
 - (e) when we suspect any abuse of the Services; and
 - (f) for any emergency action that a competent supplier would consider reasonable, and Orlo shall endeavour to inform the customer of any such suspension or restriction as soon as reasonable and shall lift the suspension or restriction as soon as conditions allow (unless it chooses to terminate in accordance with clause G8).
3. The Orlo SLA shall not apply to downtime for the reasons stated in clauses G2b to G2f (inclusive) and any such downtime shall not be deducted from the Monthly Uptime Percentage.
4. If you cancel the Contract before the anticipated expiration of the term as stated in the order form (including any agreed extension thereof), you shall remain fully responsible for all fees and expenses for the duration of the aforementioned term.
5. Your cancellation will take effect immediately and Orlo will delete all of your Content from the Services after cancellation. Once you cancel your account, your Content cannot be recovered.

6. Should your Contract be terminated for any reason Orlo will delete all of your Content from the Services after termination. Once you cancel your account, your Content cannot be recovered.
7. Orlo does not accept any responsibility for loss of Content due to account cancellation or termination.
8. Orlo are permitted to terminate the Contract immediately without any liability whatsoever in the event of you
 - (a) committing a material breach of contract; or
 - (b) failing to pay any monies due and owing to us; or
 - (c) ceasing or threatening to cease a material part of your business; or
 - (d) entering into insolvency proceedings or scheme of arrangement or fail to pay any of your creditors when due in your relevant place of jurisdiction.
9. The provisions regarding “Use and Restrictions”, “Payment Matters”, “Suspension, Cancellation and Termination”, “Ownership and Licences”, “Disclaimer and Limitation of Liability” and “General” and any provisions which by their nature survive, shall survive the termination of these the Contract.

H – Ownership and Licences

1. Orlo retains all rights, title and interest of any and all nature whatsoever in the intellectual property rights (including but not limited to copyright, trade-mark, patent, trade secret and all other intellectual property rights) in the Services and Orlo’s Content. You acquire no rights whatsoever to all or any part of the Services except for the limited right to use the Services granted by these T&Cs. All rights not expressly granted to you are reserved by Orlo absolutely.
2. You agree not to assert or attempt to assert any intellectual property rights in or over the Services and/or our Content. You further agree not to publish or reproduce any part of the Services and/or our Content.
3. If you become aware of anyone infringing, about to infringe or attempting to infringe our intellectual property rights belonging to us then you shall inform us immediately and agree to abide by our reasonable instructions in relation to assisting us in protecting our intellectual property rights.
4. We claim no intellectual property rights over the Content made available to others through your account. Additionally, your profile and other Content you provide to Orlo in connection with the Services remain yours. However, by making that Content available to others through the Services, or providing it to Orlo through the Services, you grant Orlo a worldwide, non-exclusive, royalty-free, fully paid up licence (with a right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content through any or all media or distribution methods (whether now known or hereafter developed). You also acknowledge that the purpose of the Services is to access the services of Third Party Service Providers, and that as a result you are agreeing to grant to Orlo any and all other rights you grant to applicable Third Party Service Providers.

5. By posting an orlo.uk link using the Service, you agree that you are following the relevant terms and conditions of the Third Party Service Provider you are linking to.
6. By posting an orlo.uk link, you agree that Orlo may present the target site within a frame, and that the frame may contain advertising and tools related to the Services.

I – Disclaimer and Limitation of Liability

1. This section I sets out the entire financial liability of the parties (including any liability for the acts or omissions of employees, agents and subcontractors) in respect of:
 - (a) any breach of the Contract however arising;
 - (b) any use made by you of the Service and/or the Content; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
2. Nothing in these T&Cs shall limit or exclude the liability of either party for:
 - (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) breach of section 2 of the Consumer Protection Act 1987.
3. Without prejudice to clause I2, clause I10 and clause K17, neither party shall under any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise for any:
 - (a) loss of profit; or
 - (b) loss of goodwill; or
 - (c) loss of business; or
 - (d) loss of business opportunity; or
 - (e) loss of anticipated saving; or
 - (f) loss or corruption of data or information; or
 - (g) special, indirect or consequential damage suffered by a party that arises under or in connection with the Contract.
4. Without prejudice to clause I2 and clause I10, Orlo's total liability arising under or in connection with this Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the amount having been paid by you to Orlo in the previous 12 months (or such lesser period) under the Contract in relation to the Services.
5. Without prejudice to clause I2, clause I7, clause I10 and clause K17 your total liability arising under or in connection with this Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to 100% of the total charges paid and due to be paid during the Initial Term or Additional Term in which the breach occurred (with no set off for amounts already paid or due to be paid under the Contract).

6. Nothing in this clause I shall restrict or limit the general obligation at law to mitigate a loss a party may suffer or incur as a result of an event that may give rise to a claim.
7. Nothing in this clause I shall restrict or limit your payment obligations under the Contract.
8. Orlo shall not be liable to you or any third party in the event of any piece of social media (e.g. a tweet) not being released by us for any reason and you are solely responsible to ensure that any such social media has been properly released from time to time.
9. For the avoidance of doubt, Orlo shall not be liable to you or to any third party for any change to the Services including reasonable price changes, suspension, restriction and/or discontinuance of the Services.
10. Orlo disclaims all responsibility and all liability to you or to any third party (including without limitation, liability in negligence) for all expenses, losses, damages and costs you might incur as a result of your breach of clause K2.
11. Neither party may benefit from the limitations and exclusions set out in this clause I in respect of any liability arising from its deliberate default.

J – Orlo Brand Ambassador Programme

1. You acknowledge and agree that in signing the Contract you agree to participate in the Orlo Brand Ambassador Programme as outlined below. All activities as part of the Brand Ambassador Programme will be mutually agreed in advance:
 - (a) Logo to be used on Orlo website and relevant collateral – slideware, thought leadership etc;
 - (b) Announcement of service press release to be published on Orlo website, shared through social media and sold into relevant industry and sector press – to be drafted by Orlo team with full approval from brand – release should feature quote from senior decision maker, brand side, explaining why they have chosen Orlo and the value they see in the relationship;
 - (c) Enter industry awards in collaboration with Orlo and act as a reference customer for Orlo prospects and industry analysts.

K – General

1. Technical support is only provided to paying account holders and is available via live chat, telephone and email during office hours.
2. When contacting our customer service team you acknowledge and agree that you shall only provide us with personal data of a data subject which you have instructed us to process under the terms and conditions of the Data Protection Addendum. You further acknowledge and agree that you shall not transmit any material (including personal data) which is in breach of data protection legislation or let us have any other information that you regard as confidential, commercially sensitive or valuable.

3. You understand that Orlo uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services.
4. You understand that the technical processing and transmission of the Services, including your Content, may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
5. If your bandwidth usage exceeds 300 MB/month, or significantly exceeds the average bandwidth usage of other Orlo customers (as determined by Orlo in its sole discretion), Orlo reserves the right to immediately disable or impose restrictions upon your account until you reduce your bandwidth consumption.
6. If either party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a force majeure event (i.e. an event beyond its reasonable control), it shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
7. The failure of Orlo to exercise or enforce any right or provision of the T&Cs shall not constitute a waiver of such right or provision. A printed version of these T&Cs and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these T&Cs to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Subject to Orlo's ability to amend these T&Cs, they cannot be changed.
8. If any of the provisions contained in these T&Cs are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these T&Cs and such determination shall not affect the remaining provisions contained herein.
9. You may not assign these T&Cs or any of your rights or obligations under the Contract. Subject to the foregoing, these T&Cs shall endure to the benefit of and be binding upon you and Orlo and our respective successors (including any successor by reason of amalgamation) and assigns.
10. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (a) delivered by hand or pre-paid first-class post or other next working day business service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) (if notice is to be served by post outside the country from which it is sent) sent by registered airmail; or
 - (c) Sent by e-mail to:
 - (i) Orlo: support@orlo.tech
 - (ii) You: as listed in the order fo
11. Any notice shall be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is

left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or

(c) if sent by registered airmail, five days from the date of posting; or

(d) if sent by e-mail, at the time of transmission unless a delivery failure report is received.

12. This section K does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
13. Our Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relation to its subject matter. You acknowledge and agree that in agreeing to purchase the Services and be bound by the Contract you have not relied on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
14. A person who is not a party to the Contract shall not have any rights in or under or in connection with it.
15. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
16. You agree to adhere to our reasonable instructions from time to time in relation to the Services and you further agree to deal with us in good faith at all times in respect of any aspect of the Services including but not limited to these T&Cs.
17. You agree to indemnify, and keep us indemnified from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with a breach of data protection, a breach of clause D3 and clause D4 and a breach of our intellectual property rights.
18. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes and claims).
19. The laws of England and Wales apply to your access to or use of the Services, notwithstanding your domicile, residency or physical location. The Services are intended for use only in jurisdictions where they may lawfully be offered for use.

L – Interpretation provisions of these T&Cs

In these T&Cs, the following rules apply:

- (a) words in the singular include the plural and vice versa;
- (b) reference to a person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- (c) reference to a party includes its personal representatives, successors or permitted assigns;
- (d) an obligation to do something includes an obligation not to do something;
- (e) these T&Cs are jointly and severally liable as amongst the obligors (someone who legally agrees to do something);
- (f) reference to writing or written includes post and emails but not faxes;

M – Licence Obligations

If you are subscribing to an Advanced Monitoring Stream, please note that you will also need to acquire a Web End-User Licence (WEUL) from the Newspaper Licensing Agency (NLA). This licence will have to be purchased by yourselves and obtained directly from the NLA. It is a legal requirement that provides the permission needed to receive and access copyrighted online content, such as the results provided by our Advanced Monitoring service (news alerts and links to online newspaper articles). Please visit the NLA's website for more information.

N – YouTube Addendum

Please note that we use YouTube API services. By using Orlo to manage your YouTube account you are agreeing to be bound by their terms of service, available to view here (<https://www.youtube.com/t/terms>). You can also view Google's Privacy Policy [here](#) and revoke access at any time through the [Google Security Settings page](#).

Data Protection Addendum

Forming part of and incorporated into the Contract between you and Orlo.

This Data Protection Addendum sets out the provisions that will govern the processing of personal data by the parties to the Contract and its provisions take precedence over every other term in the Contract unless expressly stated otherwise.

1. Definitions

1.1 In this Data Protection Addendum defined terms shall have the same meaning, and the same rules of interpretation shall apply as in the remainder of our Contract. In addition, in this Data Protection Addendum the following definitions have the meanings given below:

Appropriate Safeguards	means such legally enforceable mechanism(s) for Transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
Controller	has the meaning given to that term in Data Protection Legislation;
Data Protection Legislation	means the UK Data Protection Legislation and any other European Union legislation relating to Personal Data 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 (including, without limitation, the privacy of electronic communications);

Data Protection Losses	means all liabilities, including all: a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and b) to the extent permitted by Data Protection Legislation: i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and iii) the reasonable costs of compliance with investigations by a Supervisory Authority;
Data Security Measures	means the technical and organisational security measures described in Annex 2 (as may be improved upon from time to time by Orlo or which have been agreed by the parties in accordance with Annex 2) as being those required to be used by Orlo and which have been approved by you as complying with the Data Protection Legislation when Processing Protected Data;
Data Subject	has the meaning given to that term in Data Protection Legislation;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Legislation;

GDPR	means the General Data Protection Regulation, Regulation (EU and UK) 2016/679;
International Recipient	means the organisations, bodies, persons and other recipients to which Transfers of the Protected Data are prohibited under paragraph 7.1 without your prior written authorisation;
List of Sub-Processors	means the latest version of the list of Sub-Processors used by Orlo, as updated from time to time;
Onward Transfer	means a Transfer from one International Recipient to another International Recipient;
Personal Data	has the meaning given to that term in Data Protection Legislation;
Personal Data Breach	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
Personnel	means any employee, officer, agent, consultant, auditor, subcontractor, Sub-Processor or other third party acting on behalf of Orlo in connection with the provision of the Services;
Privacy Policy	means Orlo's privacy policy in relation to the Services (as updated from time to time), the latest version is available at https://www.orlo.tech/privacy-policy

Processing	has the meaning given to that term in Data Protection Legislation (and related terms such as process have corresponding meanings);
Processing Instructions	has the meaning given to that term in paragraph 3.1.1;
Processor	has the meaning given to that term in Data Protection Legislation;
Protected Data	means Personal Data in Your Data;
Sub-Processor	means another Processor engaged by Orlo for carrying out processing activities in respect of the Protected Data on your behalf;
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation;
Transfer	bears the same meaning as the word ‘transfer’ in Article 44 of the GDPR. Without prejudice to the foregoing, this term also includes all Onward Transfers. Related expressions such as Transfers, Transferred and Transferring shall be construed accordingly;
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Your Data	means all data (in any form) that is processed in the course of using or providing the Services and includes any copies included in back-ups made by or on behalf of Orlo.
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1.2 The Annexes form part of this Data Protection Addendum and will have effect as if set out in full in the body of this Data Protection Addendum. Any reference to this Data Protection Addendum includes the Annexes.

1.3 In the case of conflict or ambiguity between:

1.3.1 any provision contained in the body of this Data Protection Addendum and any provision contained in the Annexes, the provision in the body of this Data Protection Addendum will prevail;

1.3.2 the terms of any accompanying documents annexed to this Data Protection Addendum and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and

1.3.3 any of the provisions of this Data Protection Addendum and the provisions of the Contract, the provisions of this Data Protection Addendum will prevail.

2. Processor and Controller

2.1 The parties agree that, for the Protected Data, you shall be the Controller and Orlo shall be the Processor. Nothing in our Contract relieves you of any responsibilities or liabilities under any Data Protection Legislation.

2.2 To the extent the you are not sole Controller of any Protected Data you warrant that you have full authority and authorisation of all relevant Controllers to instruct Orlo to process the Protected Data in accordance with our Contract.

2.3 You shall ensure (and are exclusively responsible for) the accuracy, quality, integrity and legality of Your Data and that its use (including use in connection with the Services) complies with all Data Protection Legislation and intellectual property rights.

2.4 Orlo shall process the Protected Data in compliance with:

2.4.1 the obligations of Processors under Data Protection Legislation in respect of the performance of its and their obligations under our Contract; and

2.4.2 the terms of our Contract.

2.5 You shall ensure that your employees and other permitted third parties (as applicable), shall at all times comply with:

2.5.1 all Data Protection Legislation in connection with the processing of Protected Data, the use of the Services (and each part) and the exercise and performance of your respective rights and obligations under our Contract, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Legislation; and

2.5.2 the terms of our Contract.

2.6 You warrant, represent and undertake, that at all times:

2.6.1 all Protected Data (if processed in accordance with our Contract) shall comply in all respects, including in terms of its collection, storage and processing, with Data Protection Legislation;

2.6.2 fair processing and all other appropriate notices have been provided to the Data Subjects of the Protected Data (and all necessary consents from such Data Subjects obtained and at all times maintained) to the extent required by Data Protection Legislation in connection with all processing activities in respect of the Protected Data which may be undertaken by Orlo and our Sub-Processors in accordance with our Contract;

2.6.3 the Protected Data is accurate and up to date;

2.6.4 you shall establish and maintain adequate security measures to safeguard the Protected Data in your possession or control (including from unauthorised or unlawful destruction, corruption, processing or disclosure); and

2.6.5 all instructions given by you to Orlo in respect of Personal Data shall at all times be in accordance with Data Protection Legislation.

3. Instructions and details of processing

3.1 Insofar as Orlo processes Protected Data on your behalf, Orlo:

3.1.1 unless required to do otherwise by Data Protection Legislation, shall (and shall take steps to ensure each person acting under our authority shall) process the Protected Data only on and in accordance with your documented instructions as set out in this paragraph 3.1 and paragraph 3.3 (including when making a Transfer of Protected Data to any International Recipient), as updated from time to time (Processing Instructions); and

3.1.2 if Data Protection Legislation requires us to process Protected Data other than in accordance with the Processing Instructions, we shall notify you of any such requirement before processing the Protected Data (unless Data Protection Legislation prohibits such information on important grounds of public interest).

3.2 You shall be responsible for ensuring all your employees and other permitted third parties (as applicable) read and understand the Privacy Policy.

3.3 Subject to the order form the processing of the Protected Data by Orlo under our Contract shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in Annex 1.

4. Technical and organisational measures

4.1 Taking into account the nature of the processing, Orlo shall implement and maintain technical and organisational measures:

4.1.1 in relation to the processing of Protected Data by Orlo, as set out in Annex 2 (Data Security Measures); and

4.1.2 subject to paragraph 6.1, to assist you insofar as is possible (taking into account the nature of the processing) in the fulfilment of your obligations to respond to Data Subject Requests relating to Protected Data. We reserve the right to charge you for reasonable costs incurred by us in the event the request for assistance will involve disproportionate effort by us.

5. Using staff and other Processors

5.1 Orlo shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data (except in accordance with our Contract) without notifying you prior to the Sub-Processors appointment.

5.2 You authorise the appointment of each of the Sub-Processors identified on the List of Sub-Processors as updated from time to time.

5.3 Orlo shall:

5.3.1 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract that complies with Data Protection Legislation; and

5.3.1 remain fully liable for all the acts and omissions of each Sub-Processor as if they were Orlo's own.

6 Assistance with compliance and Data Subject rights

6.1 Orlo shall refer all Data Subject Requests we receive to you without undue delay.

6.2 Orlo shall provide such assistance as you reasonably require (taking into account the nature of processing and the information available to us) to you in ensuring compliance with your obligations under Data Protection Laws with respect to:

6.2.1 security of processing;

6.2.2 data protection impact assessments (as such term is defined in Data Protection Legislation);

6.2.3 prior consultation with a Supervisory Authority regarding high risk processing; and

6.2.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach.

6.3 We reserve the right to charge you for reasonable costs incurred by us in the event the request for assistance will involve disproportionate effort by us.

7 International data Transfers

7.1 Subject to paragraphs 7.2 and 7.3, Orlo shall not Transfer any Protected Data:

7.1.1 from any country to any other country; and/or

7.1.2 to an organisation and/or its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries,

without your prior written authorisation except where we are required to Transfer the Protected Data by the Data Protection Legislation (and shall inform you of that legal requirement before the Transfer, unless those laws prevent it doing so).

7.2 You hereby authorise us to Transfer any Protected Data for to any International Recipient(s), provided all Transfers by us of Protected Data to an International Recipient (and any Onward Transfer) shall be (to the extent required under Data Protection Laws) effected by way of Appropriate Safeguards and in accordance with Data Protection Laws. The provisions of this Data Protection Addendum shall constitute your instructions with respect to Transfers in accordance with paragraph 3.1.1.

7.3 You acknowledge and accept that access and use of the Services by your authorised users may occur outside the EEA and, in such circumstances, the Protected Data may be viewed outside the EEA by the relevant user. Orlo will not be in breach of paragraph 7.1 and paragraph 7.2 in such circumstances.

8 Information and audit

8.1 Orlo shall maintain, in accordance with Data Protection Legislation, written records of all categories of processing activities carried out on your behalf.

8.2 On request, Orlo shall provide you (or auditors mandated by you) with a copy of the third party certifications and audits to the extent made generally available to our customers. Such information shall be confidential to us and you shall maintain the confidentiality of such information and shall not without our prior written consent, disclose, copy or modify the information (or permit others to do so) other than as necessary for the performance of your express rights and obligations under our Contract.

9 Breach notification

9.1 In respect of any Personal Data Breach involving Protected Data, Orlo shall, without undue delay (and in any event within 72 hours):

9.1.1 notify you of the Personal Data Breach; and

9.1.2 provide you with details of the Personal Data Breach.

10 Deletion of Protected Data and copies

10.1 Following the end of the provision of the Services (or any part) relating to the processing of Protected Data Orlo will delete Your Data (normally within one month) but will retain the shortened links you have created using our code so that your users are redirected to the correct location.

11 Compensation and claims

11.1 Orlo shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with our Contract:

11.1.1 only to the extent caused by the processing of Protected Data under our Contract and directly resulting from our breach of our Contract;

11.1.2 in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of our Contract by you (including in accordance with paragraph 3.1.3 (b)); and

11.1.3 any liability under this paragraph 11 (Compensation and claims) shall be subject to the limits of liability set out in the Contract (Clause I Disclaimer and Limitation of Liability).

11.2 If a party receives a compensation claim from a person relating to processing of Protected Data in connection with our Contract or the Services, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:

11.2.1 make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and

11.2.2 consult fully with the other party in relation to any such action but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under our Contract for paying the compensation.

11.3 The parties agree that you shall not be entitled to claim back from us any part of any compensation paid by you in respect of such damage to the extent that you are liable to indemnify or otherwise compensate us in accordance with our Contract.

11.4 This paragraph 11 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Legislation to the contrary, except:

11.4.1 to the extent not permitted by Data Protection Legislation; and

11.4.2 that it does not affect the liability of either party to any Data Subject.

ANNEX 1 - DATA PROCESSING DETAILS

Subject-matter of processing:

You have appointed Orlo to provide certain Services. To facilitate the provision of these, Orlo will need to Process Protected Data in respect of which you are the Controller.

Duration of the processing:

The processing will continue for the term of the Contract (as the same may be terminated and/or extended in accordance with the terms of the Contract).

Nature and purpose of the processing:

Protected Data will be Processed for the purpose of providing the Services to you in accordance with the terms of the Contract.

Type of Personal Data:

The nature of our application is a mere repository for messages from your followers and users with functionality for your users to manage those messages. As such our provision of the Services may require the Processing of any type of Personal Data.

Categories of Data Subjects:

The provision of the Services may involve the Processing of Personal Data about any or all of the following Data Subjects:

your users

your customers and followers

any other person that your users, customers or followers refer to in their messages or in our application

ANNEX 2 - DATA SECURITY MEASURES

1. Knowledge and resources. Orlo will ensure that it has the appropriate knowledge to Process Your Data and has the necessary resources to implement the technical and organisational measures required under this Addendum.

2. Security of Your Data. Orlo will implement and maintain the following technical and organisational measures when Processing Your Data and you have determined and are satisfied that:

a) these are sufficient to ensure compliance with the Data Protection Laws and the protection of the rights of data subjects; and

b) they take into account the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Your Data when it is transmitted, stored or otherwise Processed.

Security measure and Details of the measure

Compliance framework

We have internal policies and procedures that are kept under review, a designated privacy officer and external specialist data protection advisers to support our compliance.

Training

All relevant personnel are trained to understand data protection and to apply its principles within their roles.

Firewalls

Network devices are managed within a secure management network and servers are secured by firewalls. In both instances SSL/TLS secure encryption protocols are used.

Anti virus

All of the servers we manage have antivirus and malware scanners installed and have updates applied frequently.

Encryption

Data in transit is always encrypted to a minimum standard of 256 bit

Access controls

We offer various options for you to choose from including:

- email / password
- strong passwords
- two-factor authentication
- SAML (Okta and OneLogin or any other agreed by us)
- Google Account Login

Data partitioning

Each client's data is logically separated from that of other clients in our databases. Our code automatically tests to ensure each client's data is not mixed with that of another client.

Access limitations

Your Data is only accessible by a small number of personnel in our development team on a 'need to know' basis.

Resilience

Our infrastructure is designed to be resilient. Our main database is 'highly available' such that, if one server goes offline, the other servers will pick up the work and contains replica data to ensure there is no downtime.

All servers that serve our application are load balanced and can distribute load/requests to at least 3 servers.

Monitoring

We perform daily port scanning on public IP addresses to ensure there are no unexpected changes. Configuration management is dealt with by scripts which are kept and managed in our private version control system.

Security testing

Our entire application is scanned by external technically skilled individuals to try to break, gain unsolicited access to, and "hack" our systems in a safe way in order to find flaws or potential weaknesses in our platform.

We have some continual end-to-end testing of our server cluster to ensure specific key indicators are working correctly and use software to log and track these with a combination of active checks and, for back-ups, passive checks. Team members are alerted if an expected behaviour has not executed as expected.

Critical events

Our code is written to log any critical events for our developers to address.

Back-ups

Our databases are backed-up continuously. Whilst our main datastore holds replicas of data at all times, we also run our other databases with duplicate data in them ready to swap over should the need arise.

Multiple snapshots of the entire database are taken daily and they are stored on a separate server from the one that holds live data.

From these various back-ups, we are able to restore the entire database in the event of a physical or technical incident in a timely manner.

Disaster recovery

We maintain a disaster recovery plan to test our disaster recovery which is tested at least annually.

Secure hosting

We currently use leading third parties to provide hosting services. They have all been vetted and authorised by a designated approver within Orlo as part of our supplier on-boarding process and we have written contracts with each of them incorporating appropriate data protection provisions to protect your personal data.

Audit trails

Our software normally maintains a record of many of your users' activities when using our application such as which user creates or edits a post, or created any free text notes on your followers messages. You can view these audit logs through the application.

Other Measures

If we agree any alternative or additional measures in writing specifically referring to this Annex 2 of the Data Protection Addendum, we will implement and maintain these accordingly.