



ASCENDANT PORTAL TERMS OF USE AND SECURITY REQUIREMENTS

1. ABOUT OUR TERMS

1.1 These Terms explain how you may use Ascendant Portal.

1.2 You should read these Terms carefully before using the Ascendant Portal.

1.3 By accessing or using the Ascendant Portal or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

1.4 If you do not agree with or accept any of these Terms, you will be unable to continue to access the Ascendant Portal.

1.5 Definitions:

- Authorised User, you, your: means the Customer or person(s) authorised by the Customer, being employees of the Customer only, to access or use the Ascendant Portal or its Content.
- Affiliate: means any party involved in the provision of Services to us under these Terms;
- Content: means any text, images, video, audio or other multimedia content, software, data, Reports or other information or material made available on the Ascendant Portal;
- Customer: means any person who requests services from us;
- Data Protection Regulations: means the Data Protection Act 2018 ("DPA 2018") the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive 95/46/EC and all other applicable laws, regulations and codes of practice relating to the processing of personal data or sensitive personal data (as defined under the DPA 2018) or relating to privacy under any jurisdiction applicable to these Terms as the same may be amended, modified or replaced from time to time;
- Identification Details: means the User ID and password required for the Authorised User to access and use the Ascendant Portal.
- Security Requirements: may be updated or reissued from time to time in accordance with these Terms;
- Privacy policy: means the Ascendant Solutions' Privacy Notice found [HERE](#), which governs how we process any personal data collected from you;
- Ascendant Portal: means the branded online application, including and/or other applications or software (as modified by us from time to time), which shall provide the Authorised User with access to the Services;
- Reports: means statistical data including but not limited to, collection rates, case volumes, payments, status of cases, volume and type of returns and associated documentation relating to the Services provided to the Customer only;
- Services: means all the services necessary to enable you to obtain access to the information via the Ascendant Portal;
- Terms: means these terms and conditions of use and security requirements as updated from time to time under clause 16;
- Terms of Sale: means our terms and conditions of business;
- User ID: means the personal and unique identification code we issue to you to enable you to access the Ascendant Portal;



- Unwanted Submission: has the meaning given to it in clause 6.1;
- We, us or our: means Ascendant Solutions Limited, company registration number 10038449, with VAT registration number 225210534 and whose registered office is at St Catherine's House, Tickhill Road, Balby, Doncaster, DN4 8QN.

Your use of the Ascendant Portal means that you must also comply with our Policies and procedures where applicable.

2. USING THE ASCENDANT PORTAL

2.1 You may only access the Ascendant Portal if you have set up an account and have Identification Details. We are under no obligation to accept your application to access the Ascendant Portal. We may assign each Customer a different level of access to the Ascendant Portal which will govern that Customer's ability to access the materials on it. You agree only to use the Ascendant Portal and the Content of the Ascendant Portal in accordance with your authorised level of access.

2.2 You must not grant access to the Ascendant Portal to any third party or any other Customer by sharing account details or by any other means.

2.3 If a third party with whom you deal requires access to the Ascendant Portal, you must let us know in advance in writing and we may (at our discretion) provide Identification Details. All third parties will be required to agree separately to these Terms before they access the Ascendant Portal.

2.4 If you grant access to the Ascendant Portal to a third party in breach of clause 2.3 above, you will be fully responsible for the use of the Ascendant Portal by that third party and we will have no liability either to the third party or to you in respect of that third party's use or access to the Ascendant Portal.

You shall indemnify us in respect of any and all damages, compensation, claims, liabilities, penalties, fines, expenses (including legal expenses), actions, proceedings, demands and loss of whatever nature we or our Affiliates incur as a direct or indirect result of any breach or alleged breach of this clause

2.5 For the avoidance of doubt, you are not responsible for the use by a third party of that third party's own username, password and account where the third party has been given separate access in accordance with clause 2.4 above.

2.6 The Ascendant Portal is intended for use only by those who can access it from within the UK. If you choose to access the Ascendant Portal from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

2.7 We seek to make the Ascendant Portal as accessible as possible. If you have any difficulties using the Ascendant Portal, please contact Ascendant Support at Support@Ascendantsol.co.uk

2.8 To enable you to access and use the Ascendant Portal, you must correctly identify yourself using the Identification Details and comply with the provisions of this clause, in particular clause 2.10.

2.9 We may also prevent or suspend your access to the Ascendant Portal if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law

2.10 You are responsible for all use made of the Ascendant Portal under the Identification Details. As such you should take adequate precautions, ensuring that:

(a) only you are able to access the Ascendant Portal and you comply with all security procedures notified to you from time to time;



- (b) all the Identification Details are kept in a secure place;
- (c) you do not save the Identification Details on to your PC or write them down;
- (d) you do not leave your PC or any device used by you and authorised by us to access the Ascendant Portal unsecured whilst you are connected to the Ascendant Portal;
- (e) you do not use the Ascendant Portal from any computer connected to a local area network without first making sure that no-one else will be able to observe or copy any of the Identification Details or gain access to the Ascendant Portal purporting to be you and that you do not access the Ascendant Portal from an unsecured network; and
- (f) you do not disclose any or all the Identification Details to any other person

3. PASSWORD MINIMUM SECURITY STANDARDS

3.1 Following our acceptance of your application to set up an account we shall issue you with a User ID and password.

3.2 Your User ID may not be assigned to another person, even at a subsequent time.

3.3 Upon receipt of the first User ID you must reset your password and set up a secret password associated with the User ID. This password must only be known to you.

3.4 Passwords will consist of a minimum of 6 characters with at least 1 uppercase, 1 lowercase, 1 numerical and 1 special character. Passwords must be changed on a regular basis by the user. Any changes will be relayed to the Client when applicable.

3.5 You are responsible for maintaining the confidentiality of your Identification Details and for all users of your account, whether or not authorised by you. If you think that somebody else knows your username and password, you must contact us immediately so that we can change your account details. Please contact us if you believe your account is no longer secure.

3.6 You agree that you are solely responsible for:

- (a) Retaining your Identification Details and other account details confidential.
- (b) Confidentiality of data both provision and storage

3.7 We shall deactivate your account in the event of us becoming aware of any misuse of the Ascendant Portal, or any security breach which could compromise the security or integrity of the Ascendant Portal or otherwise adversely affect us.

4. OWNERSHIP, USE, AND INTELLECTUAL PROPERTY RIGHTS

4.1 This Ascendant Portal and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

4.2 Nothing in these Terms grants you any legal rights in the Ascendant Portal other than as necessary to enable you to access the Ascendant Portal. You agree not to adjust, try to circumvent or delete any notices contained on the Ascendant Portal (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Ascendant Portal.

4.3 You may only use and print off the Reports together with any other information, images and other



material and content placed on this Ascendant Portal solely for the purpose for which it has been provided on the Ascendant Portal.

4.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences separately from any accompanying text. Our status (and that of any identified contributors) as the authors of the content on the Ascendant Portal must always be acknowledged. If you print off, copy, or download any part of this Ascendant Portal in breach of these Terms, your right to use the Ascendant Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. SUBMITTING INFORMATION TO THE SITE

5.1 Whilst we will make every effort to ensure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive, or valuable information ("Unwanted Submissions"). Whilst we value your feedback, you agree not to submit any Unwanted Submissions.

5.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Ascendant Portal to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

6. ACCURACY OF INFORMATION AND AVAILABILITY OF THE ASCENDANT PORTAL

6.1 Whilst we try to ensure that the Ascendant Portal is accurate, up-to-date, and free from bugs, we cannot guarantee that it will be. Any reliance that you may place on the information on this Ascendant Portal is at your own risk.

6.2 We may suspend or terminate any online facility available through the Ascendant Portal at any time as we see fit.

6.3 Whilst we try to ensure that the Ascendant Portal is available for your use, we cannot guarantee that the Ascendant Portal is available at all times nor can we guarantee the uninterrupted use by you of the Ascendant Portal.

6.4 We shall not have any liability to you for any non-availability or interruption in the operation of the Ascendant Portal or for any failure or delay of a communication which is beyond our direct and reasonable control.

7. DATA RETENTION AND USE OF ANY DATA COLLECTED ABOUT YOU

7.1 Use of the Ascendant Portal may involve the collection of personally identifiable information ("Personal Information") about you to the extent necessary, in order:

- (a) to deal with any enquiry relating to use of the Ascendant Portal;
- (b) to administer and/or manage our relationship with you;
- (c) to conduct quality assurance and compliance monitoring;
- (d) to audit and analyse how parts of the Ascendant Portal are used; and
- (e) to conduct such investigations as may be required to protect the reputation of the Ascendant Portal.



7.2 We will process Personal Information submitted through the Ascendant Portal in accordance with Data Protection Regulations.

7.3 By using the Ascendant Portal you agree that we and our Affiliates may;

(a) keep your Personal Information to enable us to provide the Services and for administrative and security purposes; and

(b) disclose information concerning you to any person with legal, administrative or regulatory power over us or our Affiliates.

7.4 We will use reasonable efforts to safeguard your Personal Information. However, you should be aware that the use of the Internet is not entirely secure and for this reason we cannot guarantee the security of integrity of any Personal Information which is transferred from you or to you via the Ascendant Portal.

7.5 We will not disclose your Personal Information to any entity that is located outside the United Kingdom

8. HYPERLINKS AND THIRD PARTY SITES

The Ascendant Portal may contain hyperlinks or references to third party websites other than the Ascendant Portal. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products, or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

9. LIMITATION ON OUR LIABILITY

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), the liability of us in connection with these Terms whether for negligence, breach of contract, misrepresentation or otherwise will not extend to any special, indirect, or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity whether direct or indirect, even if you have advised us of the possibility of those losses, or if they were within our contemplation.

9.2 We accept no liability in relation to any fraud arising out of any alteration to the Reports or any documentation relating thereto by you.

10. INDEMNITY

The Customer agrees to fully and effectively indemnify us and to keep us fully and effectively indemnified against any and all damages, compensation, claims, liabilities, penalties, fines, expenses (including legal expenses), actions, proceedings, demands and losses of whatever nature it incurs in dealing with such matters whether by Affiliates or any third party as a direct or indirect result of any acts, omissions, failures or breach or alleged breach of these Terms by the Customer or Authorised Users.

11. EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.



12. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

13. SEVERANCE

If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

14. WAIVER

No waiver by us of any breach of your obligations shall constitute a waiver of any prior or subsequent breach and we shall not be affected by any delay, failure, or omission to enforce any obligation of us.

15. VARIATION

These Terms are dated Monday 11th March 2019. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Ascendant Portal and by continuing to use and access the Ascendant Portal following such changes. You agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

16. DISPUTES

16.1 We will try to resolve any disputes with you quickly and efficiently.

16.2 If you are unhappy with us please contact us as soon as possible.

16.3 If both parties cannot resolve a dispute using our complaint handling procedure, we will:

(a) Advise you that we cannot settle the dispute with you; and

(b) Provide escalation procedure via our Legal and Compliance Department

16.4 If you decide to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

16.5 These Terms shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction over any suit, action, proceedings, or dispute arising out of or in connection with these Terms.

17. Third Party Licensing

17.1 Land Registry Data: Crown copyright and database right 2019. This data is licensed under the Open Government Licence v3.0.

17.2 Address Data in Land Registry Products is not licensed for commercial use through Ascendant Solutions. You agree to ensure that your organisation has the appropriate licence to use Address Data from Royal Mail. For Local Government this is usually the "Public Sector Licence" (PSL). Helpful Links:

[Licence Agreement for the Public Sector](#)

[Search Licensees - 1 - Royal Mail PAF® Licensing Centre](#)

17.3 Companies House Data: This data is licensed under the Open Government Licence v3.0.