

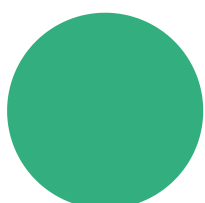
Legal document

Terms of Service

Last updated: 13th November, 2025

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Customer Terms of Service



THESE TERMS OF SERVICE ("TERMS") CONSTITUTE A CONTRACT BETWEEN YOU AND CONSENT KIT AND GOVERN USE OF AND ACCESS TO THE SERVICE AND WEBSITE BY YOU, USERS, AND END-USERS WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION TO THE SERVICE OR A FREE TRIAL OF THE SERVICE.

AGREEMENT

1. Definitions

In this Agreement, except to the extent expressly provided otherwise:

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Change" means any change to this Agreement;

"Charges" means the following amounts: such amounts as may be agreed in writing by the parties from time to time for the provision of the Services; and amounts calculated by multiplying Consent Kit's standard time-based charging rates by the time spent by Consent Kit's personnel performing the Support Services;

"Confidential Information" means Consent Kit Confidential Information and the Customer Confidential Information;

"Control" means the legal power to control (directly or indirectly) the management of an entity;

"Consent Kit" means Consent Kit Ltd, a company incorporated in England and Wales (registration number 11960970) having its registered office at 4A Erlington Avenue, Manchester M16 0FW England. In this Agreement, Consent Kit may also be referred to as **"We"** or **"Our."**

"Consent Kit Confidential Information" means any information disclosed by or on behalf of Consent Kit to the Customer that was marked as "confidential" or should have been understood to be confidential.

"Customer" the organisation or institution that you enter into this Agreement on behalf of. May also be referred to as **"You"** or **"Your."**

"Customer Confidential Information" means any information disclosed by or on behalf of the Customer to Consent Kit that was marked as "confidential" or should have been understood to be confidential; and the Customer Data;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to Consent Kit; or generated by the Platform as a result of the use of the Hosted Services by the Customer;



"Customer Personal Data" means any Personal Data that is processed by Consent Kit on behalf of the Customer in relation to this Agreement;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including the Data Protection Act 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679);

"Documentation" means the documentation for the Hosted Services produced by Consent Kit and delivered or made available by Consent Kit to the Customer;

"Effective Date" means the first date on which the Customer commences the Subscription Term;

"End-User" means any person or entity other than the Customer or a User with whom the Customer or its Users interact using the Service.

"Force Majeure Event" means an event that is unforeseeable and outside the reasonable control of the party affected (including failures of the internet, hacker attacks, denial of service attacks, virus attacks, power failures, industrial disputes, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks, acts of God and wars);

"Hosted Services" means app.participantkit.com or app.consentkit.com, which will be made available by Consent Kit to the Customer as a service via the internet;

"Hosted Services Defect" means a defect, error or bug in the Platform having a material adverse effect on the Hosted Services, but excluding any defect caused by the Customer's acts or omissions, use contrary to Documentation, or incompatibility with Supported Web Browsers;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered;

"Order" means any order completed through our website or app, or any service order form executed or approved by You;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in England and Wales;

"Platform" means the platform managed by Consent Kit and used to provide the Hosted Services;

"Representative" means an authorised representative of a party;

"Schedule" means any schedule attached to this Agreement;

"Services" means any services that Consent Kit provides to the Customer under this Agreement;

"Service Plan(s)" means the packaged service plan(s) for the Services to which You subscribe.

"Subscription Term" means the period during which You have agreed to subscribe to the Services.

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services;

"Supported Web Browser(s)" means the current release of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari;



"Third Party Services" means any hosted or cloud services provided by any third party that may transmit data to and/or from the Hosted Services;

"Update" means a hotfix, patch or minor version update to any Platform software;

"Upgrade" means a major version upgrade of any Platform software; and

"User" means an individual authorised to use a Service through Your Account.



2. Terms

2.1 This Agreement shall continue in force from the Effective Date, subject to termination in accordance with Clause 17 or any other provision of this Agreement (the "Term").

2.2 If You register for a free trial for the Service, We will make the Service available to You on a trial basis free of charge until the earlier of: (a) the end of the free trial period; (b) the start date of any subscription purchased by You; or (c) termination of the trial by Us in our sole discretion.

3. Hosted Services

3.1 Consent Kit shall ensure that the Platform will, on the Effective Date, automatically generate an Account for the Customer and provide login details for that Account.

3.2 Consent Kit hereby grants to the Customer a licence to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.

3.3 The licence granted under Clause 3.2 may only be used by the officers, employees, agents and contractors of either the Customer or an Affiliate of the Customer in relation to the Customer's business.

3.4 The licence granted under Clause 3.2 is subject to the following prohibitions:

- (a) the Customer must not sub-license its right to access and use the Hosted Services;
- (b) the Customer must not permit any unauthorised person to access or use the Hosted Services;
- (c) the Customer must not use the Hosted Services to provide services to third parties;
- (d) the Customer must not republish or redistribute any content from the Hosted Services;
- (e) the Customer must not make any alteration to the Platform, except as permitted by the Documentation; and
- (f) the Customer must not conduct any load testing or penetration testing without prior written consent.

3.5 The Customer shall use reasonable endeavours to ensure that no unauthorised person may gain access to the Hosted Services using an Account.

3.6 If Platform availability falls below 95% during Business Hours in any calendar month (excluding planned maintenance), Customer shall be entitled to a service credit of 5% of that month's Subscription Charges upon written request made within 30 days.

3.7 The Customer must comply with the Acceptable Use Policy.

3.8 The Customer must not use the Hosted Services in any way that causes damage to the Hosted Services or Platform.

3.9 The Customer must not use the Hosted Services: (a) in any way that is unlawful, illegal, fraudulent or harmful; or (b) in connection with any unlawful purpose or activity.

3.10 The Customer has no right to access the software code of the Platform.



4. Customer Obligations

4.1 The Customer must provide to Consent Kit such: (a) co-operation, support and advice; (b) information and documentation; and (c) governmental, legal and regulatory licences, consents and permits, as are reasonably necessary to enable Consent Kit to perform its obligations under this Agreement.

5. Customer Data

5.1 The Customer hereby grants to Consent Kit a non-exclusive, transferable, royalty-free, worldwide licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data (excluding any Customer Personal Data) to the extent reasonably required for the performance of Consent Kit's obligations during the Term.

5.2 The Customer warrants that the Customer Data will not infringe any Intellectual Property Rights or other legal rights of any person, and will not breach any law, statute or regulation.

5.3 Consent Kit shall use reasonable endeavours to create a back-up copy of the Customer Data on a regular basis.

5.4 Within five Business Days following receipt of a written request, Consent Kit shall use all reasonable endeavours to restore Customer Data from any back-up copy.

6. Integrations with Third Party Services

6.1 The Customer may integrate Third Party Services with the Hosted Services at any time.

6.2 Consent Kit may remove, suspend or limit any Third Party Services integration at any time in its sole discretion.

6.3 The supply of Third Party Services shall be under a separate contract between the Customer and the relevant third party. Consent Kit is not responsible for the provision of any Third Party Services.

6.4 The Customer acknowledges that: (a) integration of Third Party Services may entail the transfer of Customer Data; and (b) Consent Kit has no control over any disclosure, modification, deletion or other use of Customer Data resulting from any integration.

6.5 The Customer must ensure that it has the necessary contractual safeguards to ensure that the transfer and use of Customer Personal Data by Third Party Services providers is lawful.

6.6 The Customer hereby consents to the transfer of Customer Data to Third Party Services that it integrates.

6.7 The Customer warrants that the transfer of Customer Data to Third Party Services will not infringe any person's legal or contractual rights.

6.8 Consent Kit gives no warranties or representations in respect of any Third Party Services and shall not be liable for any loss or damage caused by Third Party Services.



7. No assignment of Intellectual Property Rights

7.1 All Intellectual Property Rights in the Platform, the Documentation and the Services are owned by Consent Kit and its respective licensors. All inventions, developments and other new Intellectual Property Rights created pursuant to the Services shall vest in Consent Kit.

7.2 All data generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data and server log files) shall vest in, and be owned by, the Customer. Consent Kit hereby assigns the Intellectual Property Rights in the Customer Data to the Customer.

7.3 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Consent Kit to the Customer, or from the Customer to Consent Kit.

8. Representatives

8.1 The Customer shall ensure that all instructions given in relation to this Agreement will be given by a Customer representative to Consent Kit, and Consent Kit: (a) may treat all such instructions as the fully authorised instructions of the Customer; and (b) may decline to comply with any other instructions.

9. Billing, plan modifications and payments

9.1 Unless otherwise indicated in an Order, all Subscription Charges are due in full upon commencement of Your Subscription Term. If You fail to pay within five (5) business days of Our notice, We may suspend or terminate access to the Service.

9.2 If You choose to upgrade Your Service Plan during Your Subscription Term, any incremental Subscription Charges will be prorated over the remaining period of Your then-current Subscription Term.

9.3 No refunds or credits will be provided if You elect to downgrade Your Service Plan. Downgrading may cause loss of content, features, or capacity.

9.4 Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments. You are responsible for paying Taxes except those assessable against Consent Kit based on its income.

9.5 If You pay by credit card, the Service provides an interface to change credit card information. You hereby authorise Consent Kit to bill Your credit card in advance on a periodic basis until you terminate your Subscription. Consent Kit uses a third-party intermediary to manage credit card processing.



10. Confidentiality obligations

10.1 Consent Kit must: (a) keep the Customer Confidential Information strictly confidential; (b) not disclose it to any person without the Customer's prior written consent; (c) use the same degree of care to protect the confidentiality as Consent Kit uses to protect its own confidential information; and (d) not use any of the Customer Confidential Information for any purpose other than the provision of Hosted Services.

10.2 The Customer must: (a) keep Consent Kit Confidential Information strictly confidential; (b) not disclose it to any person without Consent Kit's prior written consent; (c) use the same degree of care to protect the confidentiality as the Customer uses to protect its own confidential information; and (d) not use any of Consent Kit Confidential Information for any purpose other than the use of Hosted Services.

10.3 A party's Confidential Information may be disclosed to that party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the information and who are bound by confidentiality obligations.

10.4 No obligations are imposed if Confidential Information: (a) is known before disclosure under this Agreement; (b) is or becomes publicly known through no act of the other party; or (c) is obtained from a third party without breach of confidentiality.

10.5 The restrictions do not apply to the extent that Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request.

10.6 Upon termination, each party must immediately cease to use the other party's Confidential Information.

10.7 Following termination, and within 5 Business Days following written request, each party must destroy or return all media containing the other party's Confidential Information, and must irrevocably delete the Confidential Information from its computer systems.

10.8 The provisions of this Clause 10 shall continue in force for 5 years following termination of this Agreement.

11. Data protection

11.1 Each party shall comply with applicable Data Protection Laws with respect to the processing of the Customer Personal Data.

11.2 Insofar as Consent Kit will be processing Personal Data on behalf of the customer, the data processing terms set out in this Clause 11 shall apply. An overview is provided in Schedule 1.

11.3 The Customer warrants that it has the legal right to disclose all Personal Data that it discloses to Consent Kit and that one or more lawful bases support the lawfulness of the Processing. The customer is responsible for ensuring that all necessary privacy notices are provided to data subjects.

11.4 The Customer shall only supply, and Consent Kit shall only process, types of personal data and categories of data subjects as specified in Schedule 1.

11.5 Consent Kit shall only process Customer Personal Data for the purposes specified in Schedule 1.



11.6 Consent Kit shall only process Customer Personal Data during the Term and for not more than 30 days following the end of the Term.

11.7 Consent Kit shall only process Customer Personal Data on the documented instructions of the Customer.

11.8 Consent Kit shall promptly inform the Customer if an instruction relating to processing infringes Data Protection Laws.

11.9 Consent Kit may process Customer Personal Data if required to do so by applicable law.

11.10 The Customer authorises Consent Kit to transfer Customer Personal Data internally to its employees, offices and facilities in the UK and EU, and to its sub-processors in the jurisdictions identified in the Sub-processors Policy.

11.11 Consent Kit shall ensure that persons authorised to process Customer Personal Data have committed themselves to confidentiality.

11.12 Consent Kit and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security.

11.13 Consent Kit shall take a risk-based approach to processing to identify and mitigate risks.

11.14 Consent Kit shall not subcontract any processing activities without prior written authorisation.

11.15 Customer provides general written authorisation for Consent Kit to engage the sub-processors listed in the Sub-processors Policy. Consent Kit shall inform the customer of any addition or replacement of sub-processors.

11.16 Consent Kit shall remain fully liable for the performance of any sub-processor that fails to fulfil its data protection obligations.

11.17 Consent Kit shall ensure that each third party processor is subject to equivalent legal obligations.

11.18 Consent Kit shall take appropriate measures to assist the Customer with responding to data subject rights requests.

11.19 Consent Kit shall assist the Customer in ensuring compliance with obligations relating to security, breach notification, data protection impact assessments and prior consultation.

11.20 Consent Kit must notify the Customer of any Personal Data breach within 48 hours after becoming aware of the breach.

11.21 Consent Kit shall make available all information necessary to demonstrate compliance and allow for audits conducted by the Customer.

11.22 Consent Kit shall, at the Customer's choice, delete or return all Customer Personal Data after the provision of services.

11.23 Consent Kit shall provide reasonably required information relating to Customer Personal Data upon request.

11.24 If changes to Data Protection Laws result in non-compliance, the parties shall use best endeavours to agree variations to this Agreement.

11.25 The Customer will indemnify Consent Kit against all losses arising from any breach of this Clause 11.



12. Warranties

12.1 Consent Kit warrants that: (a) it has the legal right and authority to enter into this Agreement; (b) it will comply with all applicable legal requirements; and (c) it has all necessary know-how, expertise and experience.

12.2 Consent Kit warrants that: (a) the Hosted Services will be free from Hosted Services Defects; (b) Updates and Upgrades will not introduce Defects; and (c) it has implemented reasonable security measures.

12.3 Consent Kit warrants that the Hosted Services will not infringe any Intellectual Property Rights.

12.4 If Consent Kit determines that use of the Hosted Services infringes any Intellectual Property Rights, Consent Kit may: (a) modify the Hosted Services; or (b) procure for the Customer the right to use the Hosted Services.

12.5 The Customer warrants that it has the legal right and authority to enter into this Agreement.

12.6 All warranties are expressly set out in this Agreement. No other warranties will be implied.

13. Acknowledgements and warranty limitations

13.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs.

13.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities.

13.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with the Supported Web Browsers.

13.4 The Customer acknowledges that Consent Kit will not provide any legal, financial, accountancy or taxation advice.

14. Indemnities

14.1 The Customer shall indemnify Consent Kit against any third party claims arising from: (a) the Customer's breach of Clause 10; (b) the Customer's breach of Clause 11; (c) any claim that Customer Data infringes Intellectual Property Rights; (d) the Customer's breach of applicable laws; or (e) the Customer's unauthorized use of the Services.

14.2 Consent Kit must: (a) notify the Customer upon becoming aware of an actual or potential Customer Indemnity Event; (b) provide reasonable assistance; (c) allow the Customer exclusive conduct of all disputes; and (d) not admit liability without the Customer's prior written consent.

14.3 The Customer's liability under this indemnity shall not exceed the greater of: (a) £500,000; or (b) 24 months' Subscription Charges.

14.4 Consent Kit will not be entitled to duplicate causes of action by enforcing the indemnity in addition to a breach of contract claim.



15. Limitations and exclusions of liability

15.1 Nothing in this Agreement will limit or exclude liability for: (a) death or personal injury resulting from negligence; (b) fraudulent misrepresentation; (c) liabilities arising under an indemnity clause; or (d) liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions in this Clause 15 are subject to Clause 15.1 and govern all liabilities arising under this Agreement.

15.3-15.9 Neither party shall be liable to the other party in respect of any: losses arising from Force Majeure Events; loss of profits or anticipated savings; loss of revenue or income; loss of use or production; loss of business, contracts or opportunities; loss or corruption of data; or special, indirect or consequential loss or damage.

15.10 The liability of each party shall not exceed: (a) £1,000,000 for breaches of Clause 11 arising from a security breach; and (b) £500,000 for all other liabilities.

16. Force Majeure Event

16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation (other than payment), that obligation will be suspended for the duration of the Force Majeure Event.

16.2 A party that becomes aware of a Force Majeure Event must: (a) promptly notify the other party; and (b) inform the other party of the estimated duration of the failure or delay.

16.3 A party affected by a Force Majeure Event must take reasonable steps to mitigate its effects.

16.4 If a Force Majeure Event continues for four weeks, the unaffected party may terminate this Agreement with immediate effect.

17. Cancellation and Termination

17.1 Either You or Consent Kit may elect to terminate Your Account and subscription as of the end of Your then-current Subscription Term by providing notice thirty (30) days preceding the end of such Subscription Term. Unless terminated, Your subscription will automatically renew for an equivalent Subscription Term.

17.2 No refunds or credits will be provided if You elect to terminate Your subscription or cancel Your Account prior to the end of Your Subscription Term. Following termination, We reserve the right to delete all Customer Data. Customer Data cannot be recovered once Your Account is cancelled.

17.3 If You terminate Your subscription prior to the end of Your Subscription Term, You must immediately pay any unpaid Subscription Charges for the remainder of such Subscription Term. This amount will not be payable if You terminate as a result of a material breach by Consent Kit, provided You give thirty (30) days to cure such breach.

17.4 Consent Kit reserves the right to modify, suspend or terminate the Service, Your Account or Your rights to access the Service if We believe You have violated this Agreement. Any suspected fraudulent, abusive, or illegal activity may be referred to law enforcement authorities.



17.5 Consent Kit reserves the right to temporarily suspend Your access: (a) during planned downtime for upgrades and maintenance; (b) during any unavailability caused by circumstances beyond Our reasonable control; or (c) if We suspect or detect any Malicious Software connected to Your Account.

18. Effects of termination

18.1 Upon termination, all provisions shall cease to have effect, save that the following provisions shall survive: Clauses 1, 3.10, 6.8, 9.2, 9.4, 9.5, 10, 11, 14, 15, 16, 18, 19, 22, 23, 24, 25, 26, 27, 28 and 29. All obligations intended to continue beyond termination (including confidentiality, liability, indemnification, data protection and governing law) will survive.

18.2 The termination of this Agreement shall not affect the accrued rights of either party.

18.3 Within 30 days following termination: (a) the Customer must pay any Charges in respect of Services provided before termination; and (b) where terminated by Consent Kit for convenience or by the Customer for proven breach, Consent Kit must refund any Charges paid for Services that were to be provided after termination.

19. Non-solicitation of personnel

19.1 Either Party must not, without the prior written consent of the other Party, either during the Term or within 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the other Party who has been involved in this Agreement (other than by way of general advertisement).

20. Notices

20.1 Any notice given under this Agreement must be in writing.

20.2-20.3 Any notice given by either party must be: (a) delivered personally; (b) sent by courier; (c) sent by recorded signed-for post; or (d) sent by email.

20.4 A party receiving a notice by email must acknowledge receipt within 2 Business Days.

20.5 A notice will be deemed to have been received: (a) upon delivery if delivered personally or by courier; (b) 48 hours after posting if sent by post; (c) at the time of sending if sent by email.

21. Subcontracting

21.1 Subject to any express restrictions, Consent Kit may subcontract any of its obligations under this Agreement.

21.2 Consent Kit shall remain responsible for the performance of any subcontracted obligations.

21.3 The Customer acknowledges that Consent Kit may subcontract to any reputable third party the hosting of the Platform and the provision of support and maintenance services.



22. Assignment

22.1 Neither party may assign this Agreement without prior written consent, except that either party may assign without consent to: (a) an Affiliate; or (b) a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee agrees to be bound by this Agreement.

22.2 The assigning party shall provide written notification within 30 days of any assignment.

23. No waivers

23.1 No breach will be waived except with the express written consent of the party not in breach.

23.2 No waiver of any breach shall be construed as a further or continuing waiver of any other breach.

24. Severability

24.1 If a provision is determined to be unlawful and/or unenforceable, the other provisions will continue in effect.

24.2 If any unlawful provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted.

25. Third party rights

25.1 This Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

25.2 The exercise of the parties' rights is not subject to the consent of any third party.

26. Variation

26.1 Consent Kit reserves the right to modify this Agreement or the Services and to impose new or additional terms or conditions. If the User continues to use the Services after notification of any such modification, the User will be deemed to have accepted these changes.

26.2 Subject to Clause 26.1, this Agreement may not be varied except by means of a written document signed by or on behalf of each party.

27. Entire agreement

27.1 This Agreement and the Schedules constitute the entire agreement between the parties and supersede all previous agreements.

27.2 Neither party will have any remedy in respect of any misrepresentation made upon which it relied in entering into this Agreement.

27.3 The provisions of this Clause 27 are subject to Clause 27.1.



28. Law and jurisdiction

28.1 This Agreement shall be governed by and construed in accordance with English law.

28.2 Any disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

29. Interpretation

29.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (b) any subordinate legislation made under that statute or statutory provision.

29.2 The Clause headings do not affect the interpretation of this Agreement.

29.3 References to "calendar months" are to the 12 named periods into which a year is divided.

29.4 General words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class.

Schedule 1: Data Processing

Data-subjects, types and categories of personal data processed:

Customer data

Full name

Email addresses

IP address

Information about the organisation such as name, logo and billing information.

Participant data

Name

Email address

IP address

Any other personal data that Customer elects to include.

Visitor data

Name

Email address

Nature and purpose of the processing: Providing services to data subjects as well as managing their accounts. Also sending of targeted emails to data subjects at the data subject's request.

Subject-matter and duration of the processing: The subject-matter is the Personal Data that Consent Kit Processes on behalf of the Customer in connection with the Agreement. Data will be retained for the duration of the contract. Upon termination all data will be transferred to the Customer and erased by Consent Kit.