

Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1. Definitions:

"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Charges"	the charges payable by the Customer for the supply of the Services in accordance with clause 5.
"Commencement Date"	has the meaning given in clause 2.2.
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 11.5.
"Contract"	the framework agreement between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
"Customer"	the person or firm who purchases Services from the Supplier.
"Customer Default"	has the meaning set out in clause 4.1.7.
"Customer's Contract Manager"	means the Customer's manager for the Contract.
"Deliverables"	means all products and materials developed by the Supplier in relation to the Service in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts).
"Initial Term"	means 36 months from the Service Start Date.
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or

	forms of protection which subsist or will subsist now or in the future in any part of the world.
"Order"	the Customer's order for Services as set out in: (a) the Customer's purchase order; (b) the order form; or (c) as agreed between the Customer and the Supplier in writing.
"Professional Services"	means services including, but not limited to: (a) project management; (b) third party support; (c) completion of due diligence documentation; and (d) gateway management.
"Quotation"	means any written quotation provided by the Supplier to the Customer.
"Services"	means the services, including the Deliverables, supplied by the Supplier to the Customer as set out in this document.
"Service Level Agreement"	means the service level agreement set out in Schedule 2;
"Service Live"	means the date the Services are made available on the production environment.
"Service Start Date"	means the date the project is Service Live or six months after the Commencement Date, whichever is the sooner.
"Specification"	the specification provided by the Supplier to the Customer following commencement of the project.
"Supplier"	Key IVR Ltd registered in England and Wales with company number 06512297 and registered offices are 8 Durham Lane, West Moor Park, Armthorpe, Doncaster, DN3 3FE.
"Supplier Materials"	has the meaning set out in clause 4.1.6.
"Supplier's Contract Manager"	means the Supplier's manager for the Contract.
"Term"	means the Initial Term and any subsequent period as set out in the Order.

1.2. Interpretation:

- 1.2.1. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
- (a) is a reference to it as amended, extended or re-enacted from time to time; and
 - (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

- 1.2.2. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted:
 - 2.2.1. for existing Customers, when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**); and
 - 2.2.2. for new Customers, once a setup invoice has been issued and paid by the Customer.
- 2.3. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5. Any Quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. Supply of Services

- 3.1. The Supplier shall use reasonable endeavours to supply the Services to the Customer for the Term in all material respects.
- 3.2. The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. The Supplier shall use reasonable endeavours to meet the service levels set out in the Service Level Agreement.
- 3.4. The Supplier reserves the right to amend the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.5. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

- 3.6. The Supplier's Contract Manager shall have authority to contractually bind the Supplier on all matters relating to the creation of the Deliverables and the provision of the Services.

4. Customer's obligations

- 4.1. The Customer shall:
- 4.1.1. ensure that the terms of the Order and (if relevant) any information it provides in the Specification are complete and accurate;
 - 4.1.2. co-operate with the Supplier in all matters relating to the Services and the creation and delivery of the Materials;
 - 4.1.3. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
 - 4.1.4. provide the Supplier in a timely manner with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 4.1.6. keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 4.1.7. comply with any additional obligations as set out in the Specification (if applicable);
 - 4.1.8. appoint the Customer's Contract Manager, who shall be responsible for the fulfilment of the customer's obligations under the Contract and the day to day management of the contract; and
 - 4.1.9. appoint an Authorised Signatory, who shall have the authority to contractually bind the Customer on matters relating to the contract particularly (but without limitation) in relation to the creation of the Deliverables and provision of the Services.
- 4.2. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 4.2.1. without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each

case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- 4.2.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.1.7; and
- 4.2.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. Charges and payment

- 5.1. The Charges for the Services shall comprise: (a) an initial set up fee (payable upfront or in instalments, as agreed between the parties); and (b) monthly fees payable thereafter (as fully set out in a Quotation).
 - 5.1.1. Where the Customer requests the provision of a dedicated IP address or own SSL certificate, whether during or after the project, the Supplier reserves the right to charge an additional fee. The applicable charge will be advised at the time of request, as costs may vary.
- 5.2. If you are an existing Customer, we may charge the initial set-up fee to your existing account.
- 5.3. Monthly fees (as fully set out in a Quotation) will commence on the delivery of the service to the live environment, or 6 months from the date of the Contract, whichever is the soonest.
- 5.4. The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 5.5. The Supplier shall invoice the Customer upfront for the initial set-up fee (unless the parties have agreed that the initial set-up fee will be payable in instalments) and monthly for the ongoing monthly fees.
- 5.6. The Customer shall pay each invoice submitted by the Supplier:
 - 5.6.1. within 30 days of the date of the invoice (or as otherwise agreed between the parties); and
 - 5.6.2. in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.
- 5.7. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the

Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.8. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.8.6 will accrue each day at:
- 5.8.1. 2% a year above the Bank of England's base rate from time to time on a secured loan rate, but at 4% a year for any period when that base rate is below 0%; and
- 5.8.2. 14.9% on unsecured credit (INV finance), accruing daily and being compounded monthly until payment is made, whether before or after any judgment.
- 5.9. Should payment not be made within 60 days of its due date the Supplier may terminate the Services on the provision of 7 days' notice to the Customer. All payments for services provided prior to the date of termination shall become immediately due on termination of the Contract.
- 5.10. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.11. In the event that a Quotation is provided by the Supplier to the Customer, the details of such Quotation will include an allotted time for Professional Services (if relevant). The Supplier reserves the right to charge the Customer at the rate specified in the Quotation for additional Professional Services delivered during the Term. The extent of Professional Services to be delivered will be agreed in consultation with the Customer.
- 5.12. All recurring fees are invoiced and payable on a calendar month basis.
- 5.13. In the event that the Services commence in the production environment part-way through a calendar month, the Charges for that calendar month shall be payable in full and invoiced accordingly.

6. Intellectual property rights

- 6.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 6.2. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.

- 6.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
- 6.4. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 6.5. On termination of this Contract, the licence referred to in clause 6.2 above will automatically terminate.

7. Data protection

The Supplier is committed to maintaining compliance with the Payment Card Industry Data Security Standard (PCI DSS) as applicable to its business operations. The Supplier will take all necessary measures to ensure that their systems, processes, and security controls remain compliant with the current PCI DSS standard.

The Supplier's compliance with PCI DSS does not extend to third-party systems, integrations, or Customer environments that are outside of our direct control. Customers are responsible for ensuring their own compliance with PCI DSS and any applicable data security regulations.

The parties shall comply with their data protection obligations as set out in Schedule 1.

8. Limitation of liability

- 8.1. References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2. Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.
- 8.3. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 8.3.1. death or personal injury caused by negligence;
 - 8.3.2. fraud or fraudulent misrepresentation; and
 - 8.3.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.4. Subject to clause 8.1 (No limitation in respect of deliberate default), and clause 8.3 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer shall not exceed 15 per cent of the price paid for the Services in the preceding 24 months prior to the incident date.
- 8.5. Subject clause 8.3 (No limitation in respect of deliberate default), clause 8.2 (No limitation of customer's payment obligations) and clause 8.3 (Liabilities which cannot legally be limited), this clause 8.5 sets out the types of loss that are wholly excluded (in tort (including for negligence), contract, misrepresentation or otherwise):
 - 8.5.1. loss of profits.

- 8.5.2. loss of sales or business.
- 8.5.3. loss of agreements or contracts.
- 8.5.4. loss of anticipated savings.
- 8.5.5. loss of use or corruption of software, data or information.
- 8.5.6. loss of or damage to goodwill; and
- 8.5.7. indirect or consequential loss.
- 8.6. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.7. Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.8. This clause 8 shall survive termination of the Contract.

9. Termination

- 9.1. Without affecting any other right or remedy available to it, following the Initial Term the Supplier may terminate the Contract by giving the Customer three months' written notice. If notice is not served by the Supplier to terminate the Contract following the Initial Term, the Contract will continue to operate: (a) for any specified period as set out in the Order Form; or (b) on a 30 day rolling basis, until terminated by either party in accordance with these Conditions.
- 9.2. In the event that the Customer wishes to terminate the Contract, the Customer must provide to the Supplier three months' written notice and shall be responsible for paying to the Supplier an amount equal to the total remaining monthly fees for the full term of the Contract, due and payable as at the date that the Customer serves notice of its intention to terminate the Contract.
- 9.3. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 9.3.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 9.3.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- 9.3.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 9.3.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.4. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 9.4.1. the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - 9.4.2. there is a change of control of the Customer.
- 9.5. Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:
 - 9.5.1. the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 9.5.2. the Customer becomes subject to any of the events listed in clause 9.3.3 or clause 9.3.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them; and
 - 9.5.3. the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 9.3.2
- 9.6. In the event that this Agreement, or any Service under it, is terminated part-way through a calendar month, the Charges for that calendar month shall remain payable in full and shall be invoiced accordingly.

10. Consequences of termination

- 10.1. On termination of the Contract:
 - 10.1.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 10.1.2. the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 10.2. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to

claim damages in respect of any breach of the Contract which existed at or before the date of termination.

- 10.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. General

- 11.1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm.

11.2. Assignment and other dealings.

- 11.2.1. The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 11.2.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

11.3. Confidentiality.

- 11.3.1. The Customer undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Supplier, except as permitted by clause 11.3.2. For the purpose of this Contract, "**Confidential Information**" shall include (but not be limited to) all materials, equipment and tools, drawings, specifications, data supplied by the Supplier to the Customer, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain, which shall at all times be and remain the exclusive property of the Supplier. Confidential Information shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.
- 11.3.2. The Customer may disclose Confidential Information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who strictly need to know such information for the purposes of carrying out the Customer's obligations under the Contract. Each

party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.3.4. All Confidential Information shall at all times be and remain the exclusive property of the Customer, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer, and shall not be disposed of or used other than in accordance with the Customer's written instructions or authorisation.

11.3.5. This clause 11.3 shall survive termination of the Contract, however arising.

11.4. **Entire agreement.**

11.4.1. The 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, relating to its subject matter.

11.4.2. Each party acknowledges that in entering into the Contract it does not rely 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4.3. Nothing in this clause shall limit or exclude any liability for fraud.

11.5. **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract deleted under this clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 11.8. **No partnership or agency.** Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 11.9. **Notices.**
- 11.9.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified below:
- (a) support@keyivr.com
- (b) Email address provided against Account / Finance Contact Details of the Key IVR Welcome pack.
- 11.9.2. Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
- (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
- (c) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 11.9.3. This clause 11.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 11.10. **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.11. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 11.12. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Data protection

Part 1

- 1.1 In this Schedule, “**Data Protection Legislation**” means the Data Protection Act 2018, the UK GDPR (as defined in s.3(11) of the Data Protection Act 2018), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable UK data protection legislation in force from time to time together with (where applicable), the General Data Protection Regulation ((EU) 2016/679) and all other EU data protection legislation in force from time to time and “**Personal Data**”, “**Process**”, “**Processor**”, “**Controller**”, “**Data Subject**” shall have the meanings as set out in Data Protection Legislation.
- 1.2 The Customer hereby appoints the Supplier as data processor in relation to the Personal Data which the Supplier Processes in order to perform the Services.
- 1.3 The Supplier:
- 1.3.1 shall Process the Personal Data only on behalf of the Customer in compliance with the Customer's instructions and this Contract. If for whatever reason the Supplier cannot provide such compliance, the Customer is entitled to suspend the Processing of Personal Data;
 - 1.3.2 shall be entitled to appoint sub-contractors involved in providing the Services as further data processors on behalf of the Customer provided that the Supplier complies with the provisions of 1.3.3 to 1.9 (inclusive) and that such further data processors are engaged on terms providing equivalent rights to the Customer against the further data processors and equivalent protections in relation to Personal Data to those set out in the Contract;
 - 1.3.3 shall ensure that those of its employees who are used to Process Personal Data under Contract have first been trained in the care and handling of Personal Data and that no other employees of the data processor are allowed access to the Personal Data;
 - 1.3.4 shall Process the Personal Data in accordance with any applicable Data Protection Legislation, this clause 1.3 and all reasonable written instructions of the Customer to enable the Customer to comply with its obligations under the Data Protection Legislation as a data controller.
 - 1.3.5 shall promptly notify the Customer about:
 - (a) any legally binding request for disclosure of the Personal Data by a law enforcement authority prior to any such disclosure unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (b) any accidental or unauthorised access which may affect the Personal Data; and
 - (c) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so.

- 1.3.6 shall deal promptly and properly with all enquiries from the Customer member relating to the Supplier's Processing of the Personal Data;
- 1.3.7 shall upon request from the Customer, submit its data processing facilities, procedures and documentation relating to Personal Data, to scrutiny by the Customer, or its respective auditors in order to ascertain compliance with the Data Protection Legislation and the terms of Contract;
- 1.3.8 shall, on request by the Customer, promptly provide information which the Customer requires in order to comply with requests from data subjects in relation to the processing of their Personal Data provided that it shall, unless otherwise agreed in any Order, be reimbursed any incremental costs incurred as a result of complying with this clause 1.3.8; and
- 1.3.9 subject to clause 1.7, shall not transfer or Process any Personal Data outside the United Kingdom without the prior written consent of the Customer.
- 1.4 The Supplier shall not retain any Personal Data for any period longer than necessary for the Supplier to fulfil its obligations under the Contract. As soon as the Supplier no longer needs to retain such Personal Data in order to perform its duties under the Contract, the Supplier shall promptly return or destroy all originals and copies of such Personal Data.
- 1.5 Without limiting any other warranty or obligation specified in the Contract, and in particular the confidentiality provisions of clause 11.3, during the Term and thereafter in perpetuity, the Supplier shall not gather, store, or use any Personal Data provided by the Customer in any manner and shall not disclose, distribute, sell, share, rent or otherwise transfer any such Personal Data to any third party, except as expressly provided in the Contract or as Supplier may be expressly directed in advance in writing by the Customer.
- 1.6 The Supplier warrants that it has appropriate operational and technological processes and procedures in place to safeguard against any unauthorised or unlawful access, loss, destruction, theft, use or disclosure of the Personal Data. All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorised access, modification, theft, misuse and destruction.
- 1.7 During the course of providing the Services, the Supplier has access to and will process personal data outside of the UK and the EU, namely personal data will be accessed in Moldova (where certain of the Supplier's staff are based). The Supplier has entered into the standard contractual clauses ("**UK SCC's**") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Supplier to those of its employees, affiliates or other individuals who require access to it in Moldova.
- 1.8 If the Supplier or its sub-contractors processing Personal Data in accordance with clauses 1.3 to 1.9 (inclusive) are in breach of these provisions or the UK SCC's then the Customer shall be entitled to require the Supplier and for the Supplier to procure that its sub-contractors immediately stop processing Personal Data on behalf of the Customer.
- 1.9 The Supplier shall provide and shall ensure any Supplier sub-contractor shall provide all such information, documentation and access to premises, staff and internal policies and procedures as the Customer may reasonably require for the purposes of ensuring the Customer's compliance with applicable Data Protection Legislation.

- 1.10 The Supplier shall indemnify and shall keep indemnified the Customer against all liabilities, losses, demands, damages, costs, claims, expenses (including without limitation legal expenses) and interest suffered by the Customer, including payment of compensation to a third party and the Customer's expenses in settling such third party claim, as a result of any failure by the Supplier to comply with its obligations in accordance with any part of Clauses 1.3 to 1.9 (inclusive). The parties acknowledge and agree that this indemnity is subject to the general limitation of liability caps set out in clause 8.3 of the Contract.

Part 2

- 1.1 **Key IVR Data Protection Officer.** The Supplier has appointed the following person as its Data Protection Officer:
- Name:** Darren Wooding
Position: Managing Director
Telephone: +441302513000
Email: darren.wooding@keyivr.com
- 1.2 **Customer Contact List.** Our Customer's contacts are stored using Microsoft Dynamics CRM, which is hosted by Microsoft. These are updated frequently by Account Managers and the Support Team.
- 1.3 If you need to update the details that the Supplier holds please contact us.
- 1.4 **Key IVR Compliance.** The following items comprise the Supplier's stance on UK GDPR Compliance Status:
- 1.4.1 the Supplier has a legitimate reason for processing data, either to process or request a payment transaction;
 - 1.4.2 the source of the data stored/processed is the Data Controller or the individual when using the systems provided by the Supplier;
 - 1.4.3 the Supplier does not use automated-decision making or profiling; and
 - 1.4.4 the Supplier reserves the right to apply additional measures and contract terms with Customers who do not confirm they are GDPR compliant.
- 1.5 The Supplier GDPR Communication Pack, which details our stance in full, is available on request by emailing support@keyivr.com
- 1.6 **International Locations.** All data processed by the Supplier for its United Kingdom (UK) customers remains within the UK. Data processed for Customers within the United States of America (USA) is held both in the USA and UK.
- 1.7 **Data Security.** Data is processed and where applicable, retained within our data processing environment. This environment is protected and independently assessed under PCI DSS Level 1. GDPR data is classified by the Supplier to the same security level as Payment Card Data. These standards include but are not restricted to:
- 1.7.1 data is encrypted in transit;
 - 1.7.2 data is encrypted at rest;
 - 1.7.3 data is segregated by the Customer;
 - 1.7.4 data is accessed on a need-to-know basis and by trained personnel; and

- 1.7.5 all access to data is logged and logs are retained for a minimum of 24 months.
- 1.8 **Contract Checklist.** The Supplier's mutual contracts shall include the following:
 - 1.8.1 **The subject matter.** All data is collected solely for the purpose of processing payments and communicating the outcome of the payment transaction.
 - 1.8.2 **Data retention period and duration of the processing.** Data is retained for a fixed retention period or duration of the contract as instructed by you, the data Controller.
 - 1.8.3 **The nature and purpose of the processing.** Processing payments and communicating the outcome of the payment transaction.
 - 1.8.4 **The type of personal data and categories of data subject.** The data is as documented in the section "Classification of PII".
 - 1.8.5 **The obligations and rights of the controller.** The obligations of the Controller are to obtain explicit permission that the data they collect is for the use of processing a transaction and that they have the right to share that data with their third-parties, and other third-parties in the documented supply chain.
- 1.9 **Contract Terms & Conditions.** The Supplier's contracts include all terms necessary in order to comply with Data Protection Legislation.
- 1.10 By signing this document you confirm the following:
 - 1.10.1 the Business Process by which data is received by the Supplier is accurate as illustrated in the Supplier GDPR Communication Pack, referred to in 1.5.
 - 1.10.2 you have a valid, lawful basis in order to process personal data in accordance with applicable data protection laws.
 - 1.10.3 you have made your data subjects aware of the valid lawful basis and the purpose of which their data is processed, including;
 - 1.10.4 personal data may be shared with third parties;
 - 1.10.5 third parties may: collect, process, store, share and transmit their personal data; and
 - 1.10.6 their personal data will be used in a reasonable manner to carry out the processing;
 - 1.10.7 you confirm that all personal data that is collected and/or processed by us is essential for your business process;
 - 1.10.8 you have a process in place to fulfil and forward to the Supplier an end-user's request regarding their PII and user data;
 - 1.10.9 the Supplier will advise you if they receive an end-user request from one of your customers; and
 - 1.10.10 you have a process in place to inform the Supplier of any data breach in your area of responsibility within 72 hours of the breach occurring.
- 1.11 **Communication.** The Supplier communicates to its Customer's contacts, including, but not limited to, phone and email, with information related to their services.

- 1.12 Customer contacts can unsubscribe at any time from communications, by emailing sales@keyivr.com or by using the unsubscribe link featured within the communication email.