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SUPPLY OF SERVICES CONTRACT

CONTRACT DETAILS

DATE:

Contract No:	001
Customer:	
Customer capacity	Debt Solution Provider: N Customer: Y
Customer's address:	[INSERT]
[Customer's representative:]	Name: Title: Email: Telephone: Postal Address:
Supplier:	**Trustfolio Ltd** **Company No. 12881474**
Supplier's address:	C/O Carter Collins & Myer, Chichester House, 2 Chichester Street, Rochdale, England, OL16 2AX
Supplier's VAT number:	439672849
Supplier's representative:	Name: Tom Reeves Title: Head of Operations Email: tom.reeves@trustfolio.co.uk Telephone: 07555217893

Services Start Date:	
Services:	As detailed in in **Error! Reference source not found.**.
Charges:	As further detailed in in **Error! Reference source not found.**.
Special terms:	N/A
Schedules:	**Error! Reference source not found.**: Services and Charges. Schedule 2: Data protection. Schedule 3: Portal User Terms Schedule 4: Privacy Policy

1. This Contract is made up of the following:

(a) The Contract Details.

(b) The Conditions.

(c) The Schedules specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

IN WITNESS whereof the parties have executed this Contract under hand the day and year first before written.

SIGNED

For and on behalf of [Insert Customer]:

Director Signature:.....

Print Name: .....

Head of Business Unit Signature .....

Print Name: .....

SIGNED

For and on behalf of Trusfolio Ltd by:

Signature: _____

Name: _____

Title: _____

Agreed terms

1. Interpretation

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 by the Supplier, as set out in the Contract Details and Schedule 1.

Conditions: these terms and conditions set out in Special terms and from clause 1 (Interpretation) to clause 9 (General) (inclusive).

Contract: the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

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 Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Debt Solution Provider: is a regulated Insolvency Practitioner authorised to provide the customer in debt with advice and support in negotiating a regulated insolvency or debt solution to repay the debts owed over a reasonable period of time.

Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

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 and trade dress, 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.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in Schedule 1.

Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

Supplier IPRs: all Intellectual Property Rights subsisting in the Supplier's: website, platform, trademarks, domain names, social media profiles including LinkedIn, Twitter and Instagram materials developed by the Supplier, Deliverables excluding any Customer Materials incorporated in them.

1.2 Interpretation:

(a) A reference to legislation or a legislative provision:

(i) is a reference to it as amended, extended or re-enacted from time to time; and

(ii) shall include all subordinate legislation made from time to time.

(b) 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.

(c) A reference to **writing** or **written** includes email.

2. Commencement and term

2.1 The Contract shall commence on [INSERT] and subject to clause 2.2 shall continue for a period of 12 months ("Initial Term") at which point it will be renewed automatically with the same terms of this Contract at no further cost to the Customer for successive period of 12 months (each 12-month period being a "Renewal Period").

2.2 Either party may terminate the Contract at the end of the 3-month trial period in accordance with the Special term, or until either party gives written notice to the other party to terminate no later than 3 months before the expiry of the Initial Term or 3 months before the expiry of any Renewal Period.

3. Supply of services

3.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.

3.2 In supplying the Services, the Supplier shall:

(a) perform the Services with reasonable care and skill;

(b) use reasonable endeavours to perform the Services in accordance with the service description set out in Schedule 1.

(c) The Supplier may provide updates and make improvements to the Services from time to time. The Supplier shall commit commercially reasonable endeavours to make the Services available on a 24x7 basis subject to any downtime necessary for essential maintenance. Aside from critical issues that require immediate remedial work, the Supplier will provide at least 24 hours' notice to the Customer of anticipated temporary unavailability and shall wherever possible carry out work outside working hours (GMT/BST). The Customer's sole remedy for any interruption in the availability of the Services shall be a pro-rata extension of the Contract term.

(d) comply with all applicable laws, statutes, regulations from time to time in force provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract; and

(e) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request.

3.3 To the maximum extent permitted by law, the Supplier disclaims any and all warranties and representations of any kind, whether express, implied, statutory, or otherwise, including any warranty of merchantability, fitness for a particular purpose, title and /or non-infringement in relation to the information available to the Customer on the Supplier's platform. Accordingly, the Supplier does not warrant the reliability, timeliness,

suitability, or accuracy of the information available to the Customer on the Supplier's platform or the results that Customer may obtain by using such information or the Supplier's Services. The Supplier does not warrant uninterrupted or error- free operation of the Services or that the Supplier will correct all defects or prevent third party disruptions or unauthorized third party access. The Supplier disclaims all failures, delays, and other problems inherent in the use of the internet.

4. Customer's obligations

4.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Services;

(b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's data and other materials as reasonably required by the Supplier; and

(c) provide, in a timely manner, such information as the Supplier may require, and ensure that it is accurate and complete in all material respects.

4.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall:

(a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;

(b) be entitled to payment of the Charges despite any such prevention or delay; and

(c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.

4.3 Comply with the Supplier's [policy / terms] regarding acceptable use of its platform, as amended from time to time [Schedule 3].

4.4 Where the Customer is a Debt Solution Provider, permit the Supplier to make relevant information connected with a matter available to the respective creditors.

4.5 Where the Customer is a creditor that uses information from the Supplier's platform, the Customer shall act as data controller and shall comply with its obligations under the Data Protection Act 2018, as amended from time to time.

5. Data protection

5.1 The parties agree that for the purposes of setting up Customer log ins to the Supplier's platform, the Customer shall supply personal data to the Supplier and the Supplier shall act as data controller, as detailed in the Supplier's privacy notice [Schedule 4].

5.2 The Supplier and Customer who is a Debt Solution Provider shall comply with their data protection obligations as set out in Schedule 2 (Data Protection), where the Debt Solution Provider Customer shall act as data controller and the Supplier shall act as data processor.

5.3 For the avoidance of doubt, for Customers who are creditors, any personal data that they upload onto the Supplier's platform shall be approved and /or corrected by the relevant Debt Solution Provider, who shall act as data controller as set out in clause 5.2 and Schedule 2. Accordingly, aside from the relationship described in clause 5.1, there will be no relationship of data controller / data processor between the Supplier and Customers who are creditors.

6. Intellectual property

6.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

6.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the term of the Contract.

6.3 The Customer grants the Supplier, and the relevant Debt Solution Providers and / or creditors using the Supplier's platform, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use, download, copy and modify the Customer Materials for the term of the Contract for the purpose of providing the Services in accordance with the Contract.

6.4 The Customer shall indemnify the Supplier in full against any sums awarded by a court against the Supplier arising of or in connection with any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) as a result of a fault or a mistake made by the Customer arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier provided the breach is through no fault of the Supplier.

7. Charges and payment

7.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause and Schedule 1.

7.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

7.3 The Supplier shall submit invoices for the Charges plus VAT, if applicable, to the Customer monthly in arrears. Each invoice shall include all reasonable supporting information required by the Customer.

7.4 The Customer shall pay each invoice due and submitted to it by the Supplier, within 14 days of receipt, to a bank account nominated in writing by the Supplier.

7.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 9 (Termination):

(a) 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 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is 0% or below.

(b) the Supplier may suspend all Services until payment has been made in full.

7.6 All amounts due under the Contract from the Customer to the Supplier shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Limitation of liability

8.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.

8.4 Nothing in the agreement shall limit the Customer's liability for: breach of its data protection obligations, confidentiality obligations or deliberate breach of any terms of the Contract.

8.5 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.6 Subject to clause 8.3 (No limitation on customer's payment obligations), clause 8.4 (Liability under identified clauses) and clause 8.5 (Liabilities which cannot legally be limited):

(a) the Supplier's total liability to the Customer shall not exceed £1,000,000.00.

(b) the Customer's total liability to the Supplier: shall not exceed £1,000,000.00.

8.7 The caps on the parties' liabilities shall be reduced by:

(a) payment of an uncapped liability;

(b) amounts awarded or agreed by the parties to be paid by the breaching party; or

(c) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

8.8 This clause sets out the types of loss that are wholly excluded:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information; and

(f) indirect or consequential loss.

8.9 Any statutory applied terms are, to the fullest extent permitted by law, excluded from the Contract.

8.10 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 and shall expire twelve months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9. Termination

9.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) 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

(d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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 the Customer fails to pay any amount due under the Contract on the due date for payment.

9.2 On termination of the Contract for whatever reason:

(a) 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 may submit an invoice, which shall be payable immediately on receipt;

(b) the Customer’s access to the Supplier’s platform will immediately cease;

(c) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and

(d) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any

breach of the Contract which existed at or before the date of termination or expiry.

10. General

10.1 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.

10.2 Assignment and other dealings.

(a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent. Such consent not to be unreasonably withheld.

(b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract. Such consent not to be unreasonably withheld.

10.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.3.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party'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 10.3; and

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

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

10.4 Entire agreement.

(a) 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.

(b) 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 based on any statement in the Contract.

10.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver.

(a) 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.

(b) 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.

10.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

10.8 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

(i) 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

(ii) sent by email to the address specified in Contract Details above.

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) 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

(iii) 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 10.8(b)(iii), 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.

(c) This clause 10.8 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.

10.9 Third party rights.

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.

10.10 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.

10.11 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: SERVICES AND CHARGES

Insolvency Only		
Level	Volume	Cost PCM
Foundations	0 - 500	£500.00
Growth	501 - 2500	£1,500.00
Enterprise	2501 - 10000	£5,000.00
Sovereign	10001 - 20000	£10,000.00
National	20001+	£15,000.00

Full Sector Subscription		
Level	Volume	Cost PCM
Foundations	0 - 10000	£4,000.00
Growth	10001 - 50,000	£7,500.00
Enterprise	50001 - 150000	£12,000.00
Sovereign	10001 - 20000	£20,000.00
National	20001+	£50,000.00

SCHEDULE 2: DATA PROCESSING DATA PROCESSING CLAUSES (UK) FOR DEBT SOLUTION PROVIDERS ONLY

DEFINITIONS

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [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);

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EU Law: the law of the European Union or any member state of the European Union.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. Annex 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

1.3 Without prejudice to the generality of clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.

1.4 Without prejudice to the generality of clause 1.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

a. process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the

Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;

b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

d. not transfer any Personal Data outside of the UK or EEA unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

e. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

f. notify the Customer without undue delay on becoming aware of a Personal Data Breach;

g. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law to store the Personal Data; and

h. maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4.

1.5 The Customer consents to the Supplier appointing Microsoft Azure as a third-party processor of Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement

substantially on that third party's standard terms of business and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 1.5.

TRUSTFOLIO PORTAL

SCHEDULE 3: TERMS & CONDITIONS OF USE

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions, and any interactive services that may be offered), and Trustfolio, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately. In these terms and conditions, User or Users means any third party that accesses the Website and is not either

(i) employed by Trustfolio and acting in the course of their employment or

(ii) engaged as a consultant or otherwise providing services to Trustfolio and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users, is the property of Trustfolio, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner’s prior written permission.

2. You must keep your password secure and not share or make your password available to others.

3. You may, for your own use only, do the following:

a. retrieve, display and view the Content on a computer screen

b. download Content you have legitimate access to for your own records

4. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Trustfolio.

Prohibited use

5. You may not use the Website for any of the following purposes:

a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;

b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;

c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

6. This Website is directed to and intended for use by residents of the United Kingdom only.

Links to other websites

7. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Trustfolio or that of our affiliates.

8. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

9. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

10. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference.

To view the Privacy Notice, please click: *www.Trustfolio.org.uk/privacy-policy/*

General

11. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

12. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

13. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

14. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

15. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

16. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

17. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Trustfolio details

18. Trustfolio is a company incorporated in England and Wales with registered number 12881474 whose registered address is C/O Carter Collins & Myer, Chichester House, 2 Chichester Street, Rochdale, England, OL16 2AX.

Schedule 4: Trustfolio Portal User Privacy Policy

This Privacy Notice is for Users of the Trustfolio Portal working as Debt Solution Providers or Creditors.

Our contact details

Name: Trustfolio Ltd

Address: STOK Offices, 2nd Floor, 43-59 Princes St, Stockport SK1 1RJ

The type of personal information we collect

We currently collect and process the following information:

- Name, job title, organisation, business email address, business telephone number, IP address of the computer you log in from.

How we get the personal information and why we have it

Most of the personal information we process is provided to us directly by you or your organisation for one of the following reasons:

- For registering you as a user of the portal and administering your account
- For marketing purposes

We also receive personal information indirectly, from the following sources in the following scenarios:

- Once you are registered as a user, we may process communications addressed to you from other users of the portal.

We use the information that you have given us in order to

- Register you as user and administer your account
- Send you service-related emails and notifications
- Send you marketing information. You may unsubscribe from marketing emails at any time. Please note you cannot unsubscribe from service-related emails and notifications.

Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are:

(b) We have a contractual obligation.

(f) We have a legitimate interest.

How we store your personal information

Your information is securely stored. When your account is closed, we will minimise the information we hold to that needed for maintaining the portal and for audit purposes.

Your data protection rights

Under data protection law, you have rights including:

Your right of access - You have the right to ask us for copies of your personal information.

Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

Please contact us at the above email address, if you wish to make a request.

How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us at the above email address.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Helpline number: 0303 123 1113

ICO website: *https://www.ico.org.uk*

Annex 1 Processing, Personal Data and Data Subjects

1. **Processing by the Supplier**

1.1 **Scope:** the parties have entered into the Contract and the Supplier needs to process personal data to fulfil its obligations under the Contract, and for the Customer to receive Services under the Contract.

1.2 **Nature:** the Supplier shall host, securely store and present Personal Data, relating to the debtors debt solution as per the Debt Solution Provider's instructions.

1.3 **Purpose of processing:** for each party to fulfil its obligations and receive benefits under this Contract.

1.4 **Duration of the processing:** for the duration of the Contract.

2. **Types of Personal Data:**, contact details, identifying information, occupation, health and financial data.

3. **Categories of Data Subject:** debtors who are party to a debt solution and members of their household.