

General Terms & Conditions

Definitions

We/Us/Our means Blocktype Ltd (a company registered in England and Wales).

You/Yours means the person or entity named on the Order Form or making use of the Services.

Affiliate means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a Party to this Agreement (whether by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such Party, for so long as such control exists).

Anonymous Data means technical or usage data regarding the usage, operation, and performance of the Services, and any other data (including Your Data) that has been aggregated or otherwise anonymized or de-identified such that it cannot be associated with You or any User.

Anti-Bribery Legislation means the UK Bribery Act 2010 and any similar legislation that applies to Us.

Confidential Information means information that is proprietary or confidential and is either clearly labelled as such or which would reasonably be considered to be confidential in nature. Our Confidential Information includes Anonymous Data and any non-public information regarding the Services and their functionality and performance. Your Confidential Information includes Your Data. Confidential Information does not include information that: (a) is already known to recipient without obligation of confidentiality; (b) is in or enters the public domain through no wrongful act of the recipient; (c) is or was lawfully received by recipient from a third party without confidentiality obligations; or (d) can be established by written documentation to have been independently developed by recipient without use of the Confidential Information.

Fees means the agreed charges which are set out in an Order Form in respect of the Services.

Initial Term means the initial contract period set out either in the Order Form or the Product Specific Terms.

Licence means the right for a single User to access and make use of the Services.

Modern Slavery Legislation means the UK Modern Slavery Act 2015 and any similar legislation that applies to Blocktype.

Order Form means a document or online form which contains (and confirms) all of the agreed details of the Services to be provided. An Order Form may be a physical document or contract, an online payment window or a detailed order form, in each case referencing these General Terms.

Policies means Our policies as set out on the Website including, but not limited to, the Acceptable Use Policy and the Privacy Policy.

Product Specific Terms means the terms applicable to Our specific products, services and modules as set out on the Website.

Services means the specific services ordered by You as set out in an Order Form.

Term means the Initial Term plus any Renewal Term(s).

Users means those individuals who are authorised by You to use a Licence.

Website means www.blocktype.co.uk/legal.

Your Data means the data inputted by You (including personal data) and/or Your Users for the purpose of using the Services or facilitating Your use of the Services, and which might include but shall not be limited to name, email address, file uploads and sites area comments/notes.

1. Introduction

- 1.1. These General Terms and Conditions (these "General Terms") apply to all Services provided by Us. The "Agreement" between You and Us comprises the Order Form(s), these General Terms, the Product Specific Terms, and the Policies and, in the event of any conflict, shall apply in that order. The Services are intended for business use and not personal use. Accordingly, You confirm that You are entering into the Agreement in a business capacity and not as a consumer. If You are not using the Services for business purposes then You must not use the Services.
- 1.2. You must purchase sufficient Licences to cover Your Users and You may not allow any Licences to be shared between multiple Users or individuals. Each of Your Users must have their own licence to be able to use the Services and You and Your Users must ensure that you abide by any geographic or other restrictions applicable to the Licences you have purchased.

2. Term, Fees and Termination

- 2.1. Provision of the Services shall commence on the date stated on the Order Form (unless otherwise agreed by the parties) and shall continue for the Initial Term unless terminated in accordance with these General Terms.
- 2.2. Each Order Form shall automatically renew for consecutive periods of 12 months (each a "Renewal Term") unless terminated by either Party serving notice at least 30 days prior to the end of the Initial Term or the then current Renewal Term. You must give notice under this clause to prevent automatic renewal occurring. If You do not give such notice within the required time period then the Agreement will renew for a Renewal Term at the revised Fees.
- 2.3. Unless agreed otherwise, all Fees are payable annually in advance and within 14 days of receipt of invoice. Fees are based on Services purchased and specified on an Order Form and additional Fees will be due for any additional Services purchased. The Services and/or number of Licences (including any additional Licences purchased during the Term) may not be reduced or cancelled during the Term unless a specific termination right is set out in the Agreement.
- 2.4. Unless the Order Form states to the contrary, the Initial Term, Renewal Term, notice period and billing frequency are as set out in Section 3. All Fees are exclusive of VAT or any other sales or other tax (which shall be payable in addition).
- 2.5. If any Fees properly owing to Us remain unpaid 7 days after the due date then, without limiting any other rights or remedies, We may suspend the provision of the Services until all overdue amounts are paid in full. You shall reimburse Us for any out-of-pocket costs We incur in obtaining payment from You including reasonable legal fees and associated costs. We will only reactivate Your access to the Services once all outstanding Fees and costs have been paid in full, including any Fees relating to the period of suspension.
- 2.6. In addition to the provisions in clause 2.5, We may immediately suspend Your access to the Services if: (i) you breach our Acceptable Use Policy; or (ii) we determine in good faith that such suspension is necessary to avoid possible harm to Our, Your, or any third party's systems or information. We will notify You of any such suspension and reason as soon as commercially practicable, and will cooperate diligently to restore service as soon as commercially practicable once the underlying issue is resolved.
- 2.7. You must ensure that We have accurate and complete contact, billing and payment information at all times. If the Order Form indicates that You will pay by credit card, You authorise Us to charge Your credit card or bank account for all fees payable during the Term (including for any Renewal Term, as applicable),

You further authorise Us to use a third party to process payments and consent to the disclosure of Your payment information to such third party.

- 2.8. Without affecting any other right or remedy available, either Party may terminate the Agreement with immediate effect by written notice to the other Party if the other Party: (i) commits a material breach of the Agreement which is incapable of being remedied or which it fails to remedy within 30 days of written notice to do so; (ii) is subject to any insolvency procedure; or (iii) ceases or threatens to cease trade.
- 2.9. If You validly terminate the Agreement under clause 2.8 then You shall be entitled to a pro-rated refund of any prepaid Fees which relates to the period after termination. If We validly terminate the Agreement under clause 2.8 then all unpaid Fees for the remainder of the Term shall become immediately due and payable to Us.
- 2.10. On termination of the Agreement, howsoever arising, Your right to use the Services shall immediately cease. Any rights, remedies, obligations or liabilities of each Party that have accrued prior to the effective date of termination shall survive termination of this Agreement as will any clauses of the Agreement which are expressly or impliedly intended to survive termination of the Agreement.

3. Subscription Period and Billing

- 3.1. Initial Subscription Period: As stated in the Order Form:
- 1 year
- 3.2. Renewed Subscription Period: Same as Initial Subscription Period
- 3.3. Required non-renewal notice: Any time prior to commencement of next. (Notice is provided via email to cancel@blocktype.co.uk.)
- 3.4. Default billing period: Annual in advance

4. Our Obligations

- 4.1. We will provide the Services in accordance with the Agreement and exercising reasonable care and skill.
- 4.2. We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week and 52 weeks per year subject to any planned, unplanned or emergency maintenance which may affect the provision of the Services.

- 4.3. We shall comply with all applicable Modern Slavery Legislation and Anti-Bribery Legislation and any other laws or regulations applicable to Us or the provision of the Services.

5. Your Obligations

- 5.1. You are responsible for: (i) ensuring that You have appropriate infrastructure in place to access and use the Services; (ii) ensuring that You and Your Users use the Services in accordance with the Agreement, including the Acceptable Use Policy; and (iii) any breach of the Agreement by You and/or Your Users.
- 5.2. You shall comply with any legal or regulatory requirements applicable to You, Your Users and/or Your use of the Services including the Modern Slavery Legislation and Anti-Bribery Legislation.
- 5.3. You confirm that anyone executing an Order Form or other document on Your behalf is authorised to do so and that any internal approvals You may require have been satisfied prior to entering into an Order Form.
- 5.4. Certain of Our services allow You to upload, store or post Your own data, comments and opinions for public or private use which all comprise Your Data. You are solely responsible for the content of Your Data and for ensuring that it complies with the Acceptable Use Policy. You upload Your Data at Your own risk and You are solely responsible for ensuring You create any backups that You require of Your Data. You shall be fully responsible for the legality, reliability, integrity, accuracy, content and quality of Your Data.

6. Intellectual Property

- 6.1. We (and Our licensors) reserve all rights, title and interest (including all intellectual property rights) in the Services and their underlying technology. We grant You (and Your Users) a non-transferable and non-sublicensable right to use the Services during the Term, subject to the terms of the Agreement.
- 6.2. You grant Us the right to process and use Your Data to provide the Services to You. Except as needed to provide the Services, or by prior agreement, We shall have no rights to, or in, any intellectual property rights or any other rights or licences in respect of Your Data. Your Data does not include Anonymous Data. We own Anonymous Data, and we may use and disclose Anonymous Data to maintain and improve the Services and our other offerings, analyse industry trends, and for other related and reasonable purposes.
- 6.3. Your feedback and input is important to Us in helping to improve our products and services and so there may be times when We ask You to give us feedback

on Our services and/or future plans. If You or Your Users choose to provide us any feedback or suggestions (collectively, "Feedback"), You hereby grant Us a perpetual, irrevocable, royalty-free, worldwide licence to use, modify, and implement such Feedback in our offerings without any right of attribution or accounting. We will have no obligation to implement such Feedback.

7. Personal data

- 7.1. We will process all personal data in accordance with Our Privacy Policy and the Data Processing Agreement set out on the Website. The Services are not intended to process special categories of personal data (as defined in applicable Data Protection Legislation) or other sensitive personal data (collectively, "Sensitive Information"). Accordingly, you will not submit any Sensitive Information to the Services.

8. Confidentiality

- 8.1. The Party receiving Confidential Information ("the Recipient") will only use the Confidential Information provided by the other Party ("the Discloser") to perform its obligations or exercise its rights under this Agreement. The Recipient will not disclose Confidential Information to any individuals or entities except for its and its Affiliates' officers, employees, agents, and representatives who have a need to know such Confidential Information and who are bound by confidentiality obligations at least as protective as those set forth herein. The Recipient will maintain the Confidential Information in confidence using the same degree of care as it uses to protect its own similar information (but no less than reasonable care) and will be liable for any unauthorised use or disclosure of the Confidential Information. The protections set forth herein will continue to apply to any Confidential Information disclosed during the Term for the greater of five years, or so long as such Confidential Information is protected as a trade secret under applicable law.
- 8.2. Upon termination of this Agreement, the Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that the Recipient may retain: (i) any copies required to be retained under applicable law and (ii) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.
- 8.3. The Recipient may disclose Confidential Information to the extent required under applicable law, provided that the Recipient will (if legally permitted)

provide the Discloser with prompt written notice sufficient to allow the Discloser an opportunity to object to such disclosure.

9. Liability and Indemnity

- 9.1. Nothing in the Agreement shall limit or exclude either Party's liability for death or personal injury arising from negligence, for any fraudulent misrepresentation, or for any other liability which cannot be limited or excluded by law.
- 9.2. Save in respect of liability arising under clause 8.1, and excluding Your obligation to pay the Fees, neither Party's total aggregate liability under the Agreement, whether in tort (including negligence or breach of statutory duty), misrepresentation or otherwise, shall exceed the total Fees paid or payable by You in the twelve month period preceding the event giving rise to the claim.
- 9.3. Subject to clause 9.1, neither Party shall be liable whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill, and/or similar losses or for any pure economic loss, or for any special, indirect, incidental, or consequential loss, costs, damages, charges or expenses.
- 9.4. To the maximum extent allowable by law, and except as expressly set out in the Agreement, We offer the Services on an "as is" and "as available" basis without any other representations or warranties (express, implied, or statutory). We do not guarantee that the Services will meet your needs or be uninterrupted or error-free and all warranties, representations, conditions and all other terms of any kind implied by statute or common law are excluded.
- 9.5. Our Services incorporate data provided by third parties which We are unable to verify as to accuracy or completeness. As such, neither We nor those third parties, make any warranty (or accept any liability in respect of) the accuracy or completeness of any data accessed as part of the Services. You are solely responsible for results obtained from the use of the Services (by You or any of Your Users) and any action You take based on such data or results.
- 9.6. We may from time to time provide certain Services on a free-of-charge basis ("Value Add Services"). Where We do so, You acknowledge that We may withdraw such Value Add Services on giving little or no notice and without liability.
- 9.7. We will have no obligation for any third-party claim to the extent arising out of any allegation that the Services infringes any third party's intellectual property or proprietary rights arising out of: (a) misuse or modification of the Services, (b) combination of the Services with any components not provided by Us, or (c) Your Data or Our conformance with Your specific requirements or instructions. If a third-party claim of infringement is threatened or occurs, We may seek to

mitigate damages by modifying the Services to be non-infringing, obtaining a licence for Your to use the Services, or (if neither of the foregoing are commercially feasible) terminating this Agreement and refunding to You any unused, prepaid Fees. The provisions of this paragraph set forth Our exclusive liability, and Your exclusive remedy, for any such third-party claims.

10. General

- 10.1. We are continually looking to improve our services as well as launching new functionality from time-to-time. As such, We reserve the right to make improvements and modifications to the Services from time to time.
- 10.2. We also reserve the right to update the General Terms, the Product Specific Terms and/or the Policies (but not the content of any Order Form) from time to time by publishing updated versions on the Website. Changes will take effect upon publishing on the Website, provided that material changes will not take effect until the next renewal of the Order Form (which includes renewal under clause 2.2 above) or the entering into of a new or additional Order Form.
- 10.3. Provided that We comply with any brand guidelines You provide to Us, and subject to Your prior written (or emailed) consent: (a) We may use Your brand or corporate name, trade name and logo to identify You as a customer of Ours on Our website and in Our marketing materials; and (b) you will reasonably cooperate with our requests regarding joint marketing activities such as a case study, reference calls and giving fair and accurate reviews.
- 10.4. No failure or delay by either Party to exercise any right or remedy in the Agreement or under any law shall constitute a waiver or such right or remedy.
- 10.5. If any provision of these General Terms is found by a court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect and the offending provision shall continue to apply with whatever modification required to give effect to the commercial intent of the Parties.
- 10.6. The Agreement, and any document referred to in it, constitute the entire agreement between the Parties in relation to the Services.
- 10.7. Each Party acknowledges and agrees that it is entering into the Agreement as an independent business and not as a partner or agent of the other Party. Further, each Party acknowledges that it has not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether written or oral) relating to the subject matter of this Agreement other than as expressly set out in the Agreement.

- 10.8. Neither Party shall, without the written consent of the other Party, assign any rights or obligations under this Agreement. However, either Party may assign this Agreement without the other Party's consent to any Affiliate, to any successor by merger or to the purchaser of all of its assets on a going concern basis.
- 10.9. This Agreement does not confer any rights on any person or third party other than the Parties and their permitted successors and assigns.
- 10.10. Any legal notice required to be given under this Agreement shall be in writing in English and shall be emailed to: (i) in the case of Us, help@blocktype.co.uk; and (ii) for Your attention, to Your primary contact email address as provided to Us. Normal communications shall be directed to the primary contacts of each Party. Notices served by email shall be deemed to be received on the working day after sending provided that the email was sent to the correct email address.
- 10.11. Order Forms entered into with Blocktype Ltd shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.



Privacy Policy

We are committed to protecting and respecting your privacy. This policy (together with our General Terms & Conditions, Website Terms of Use and any other documents referred to in it) sets out the basis on which any personal data will be handled by us when you use our services. Please take your time to read this Privacy Policy as it's important for you, and us, that you understand everything in it.

1. Our Services

We operate:

- <https://www.blocktype.co.uk> ("marketing site")
- <https://web.blocktype.co.uk> ("web app")

Together, these form "our services".

2. Data Collection

This section explains the types of personal data we collect from and about you, and the sources of that data.

2.1. Data you give us.

This is information about you that you give us by filling in any forms on our services or by corresponding with us by phone, email or otherwise. It includes information you provide when you register to use our services or subscribe to any of our services, and when you report a problem with any of our services. The information you give us may include your name, address, email address, phone number or financial information required for billing purposes.

Please ensure that if you provide us with another individual's personal data, that they have agreed to you giving it to us.

Note that if you provide us with your special category data, by providing such data, you agree to their processing by us and our service providers if applicable under the conditions set forth in this Privacy Policy.

2.2. Data we collect about you.

With regard to your use of our services, we will automatically collect the following information:

- Technical information: the Internet protocol address, your login information, browser type and version, time zone setting, operating system and platform;
- High level data about your sessions: the full Uniform Resource Locators (URL), clickstream to, through and from our marketing site (including date and time), page response times, download errors, length of visits to certain pages, features used in our web app, page interaction information, and any phone number used to call us.
- Cookies: to distinguish you from other users, this helps us to provide you with a good experience when you browse our marketing site and use our web app. We also use service providers who use cookies with tracking technologies in order to facilitate various features of our Services. It also allows us to improve our services.

2.3. Data we collect from third party sources.

In common with many companies, we collect information about prospective and actual customers from public sources (such as LinkedIn or public registers such as Companies House) and from reputable providers of business information. This information typically includes name, job title and contact information.

3. Data Uses

We use data You give Us::

- To provide you with the information, products and services that you request from us;
- To notify you about important changes regarding any of our services;
- Where you do not object (or, where required by applicable law, where you consent), to send you marketing communications;
- In our web app, so you can identify your own work;
- Where you apply for a job with us, in order to: (i) consider your application, including running interviews and assessments; and (ii) carry out right to work and background checks necessary to determine whether it is legal and appropriate for you to work for us.

Automatically collected data.

We use this information:

- To ensure that our digital platforms function as intended, and allow you to receive the services you request;
- To tailor our presentation of content to you and your device;
- To administer our services and for internal operations. These include: troubleshooting, data analysis, testing, research, and statistical purposes;
- To provide you with technical support and adequately respond to individual needs;
- To allow you to participate in interactive features of our service, when you choose to do so;
- As part of our efforts to keep our site safe and secure, including preventing account abuse and detecting possible breaches.

Data collected from third party sources.

We use this information to improve the quality and accuracy of our customer relationship management data, and to identify prospective customers who may be interested in our services, so that we can share relevant marketing materials with them.

Data shared with third party sources.

We will only share your data with the following categories of third party, and for the following purposes:

- Any member of our corporate group, which means our subsidiaries and affiliates, for the purposes described in this policy.
- Our service providers (including providers of customer relationship management, online community management software and communications software) who help us to provide our services and to perform each of the purposes set out above. Our service providers act on our instructions, and are subject to contractual undertakings that protect the confidentiality and security of your personal data.
- Third party providers of cookies and similar technologies
- Our regulators, including supervisory authorities for data protection, and with courts and law enforcement to comply with all applicable laws, regulations and rules, and requests of law enforcement, regulatory and other governmental agencies.

- If, in the future, we sell or transfer some or all of our business or assets to a third party, or invite investment in our company, we may disclose information to a potential or actual third party purchaser of our business or assets.

4. Legal basis

We will only collect, use and share your personal data where we are satisfied that we have an appropriate legal basis to do this. The legal basis we rely upon may impact which rights you have in relation to your personal data (see "Your Rights" below for more information). The legal bases we rely upon are:

- Performance of a contract with you. This applies where you contract with us as an individual, and the processing of your personal data is necessary to provide you with the services, in accordance with our General Terms & Conditions and Website Terms of Use.
- Your consent. This only applies where we have clearly obtained your consent. For example, we may obtain your consent for direct marketing purposes (although note we may also rely on our 'legitimate interests', where permitted to do so by law). Where we rely on your consent, you have the right to withdraw it at any time (for example, by unsubscribing from marketing, changing your mobile app settings, or otherwise contacting us).
- Legal obligation. This applies whenever we need your personal data to comply with a legal obligation, for example maintaining proper accounting records of your transactions with us, or carrying out right to work checks when you apply for a job with us. We may also be under a legal obligation to share data with courts, regulatory or other governmental agencies.
- Legitimate interests. Where the above do not apply, we will have established a legitimate interest to process your personal data for a purpose described in this policy, and will ensure that our interest is not overridden by your rights and freedoms. For example, we have a legitimate interest in:
 - Maintaining contact information for representatives of our corporate customers, so that we can provide our services to them and administer their accounts;
 - Collecting business contact information for appropriate prospective customers and sending them relevant information about services we reasonably believe may be of interest to them and their business;
 - Preventing account abuse and detecting possible security breaches with respect to our digital platforms.

5. Data retention

We only retain personal data for as long as is necessary to satisfy the relevant purpose(s) set out in this policy, subject to the following exceptions.

- We will hold information required to maintain accurate company and accounting records (e.g. records of transactions) for 6 years, after which it will be destroyed.
- We will continue to retain personal data where it is necessary for us to establish, exercise or defend legal claims, for example to enforce our contracts or to defend claims from or involving you.
- If you apply for a job with us and are unsuccessful, we will retain your application and personal data for a period of no more than 12 months from our last communication, in order to consider you for future positions and for reporting purposes.

After 12 months of continuous account inactivity we reserve the right to delete your account and all associated data. Customer data can also be deleted on request by emailing help@blocktype.co.uk

6. Where we store your data

Your data will be stored and processed in the UK. However, some of our service providers store and process data outside of the UK. We have taken steps to ensure that service providers who may process your personal information outside the UK have put in place appropriate measures to protect your data. In non-routine circumstances, we may rely on a derogation available under data protection laws to transfer your personal information outside of the UK without the aforementioned measures in place. You have a right to see a copy of any agreement under which your personal information is transferred outside of the UK, although this may be redacted for reasons of commercial sensitivity

7. Your Rights

You have the following rights in relation to your personal data. Please note that some of these rights are dependent on our legal basis for processing your personal data, as explained above. Each right is also subject to exemptions, and we will inform you if we rely on one or more of these. Finally, when you make a request we may be required to take steps to confirm your identity.

- To be informed: the information detailed in this Privacy Policy includes everything related to how we use your data, both collected and given to us by you or any relevant third party.
- The right to access: you can request a copy of the data held and we will follow our internal procedures to provide you with the data that you request where we can, as required by law.
- To rectification: you can contact us to update or correct any of your information. There may be some rectifications you can carry out on your own so please check your account first.
- Right to erasure: you have the right to request the erasure of your data, in certain circumstances, by law. Within your account, there are some options for you to exercise this right without contacting us.
- Right to data portability: Where our processing is based on your consent or the performance of a contract (see "Legal basis" above), you can request to obtain your personal data to reuse with another service. When you request this, we will provide this data in a commonly used format.
- Right to object or restrict: you have the right to object to our processing of your personal data that is based on legitimate interests (see "Legal basis" above), or for direct marketing purposes, and/or to restrict as you wish.

Data Processing Agreement

1. Introduction

1.1. This Data Processing Agreement forms part of the Agreement as defined in the Blocktype General Terms & Conditions.

1.2. This Data Processing Agreement is made by and between the parties to the Agreement, and is entered into upon acceptance of the Agreement.

1.3. In this Data Processing Agreement:

Agreement: has the meaning set out in the Blocktype General Terms & Conditions, of which this Data Processing Agreement forms part.

Controller: has the meaning ascribed to it in the Data Protection Legislation.

Customer: means the entity under the Agreement which has contracted with Blocktype for the provision of Services.

Data Protection Legislation: means all laws and regulations that are applicable to the Processing of Customer Personal Data in connection with the provision of the Services under the Agreement. "Data Protection Laws" may include, but not limited to, the United Kingdom General Data Protection Regulation ("UK GDPR"); and the United Kingdom Data Protection Act 2018 (in each case, as amended, adopted, or superseded from time to time)

Data Subject: has the meaning ascribed to it in the Data Protection Legislation.

Blocktype: means the entity under the Agreement providing services to the Customer.

Personal Data Breach has the meaning ascribed to it in the Data Protection Legislation.

Process/Processing: has the meaning ascribed to it in the Data Protection Legislation.

Processor: has the meaning ascribed to it in the Data Protection Legislation.

Sub-processor: any further Processor appointed by Blocktype in connection with the Services.

1.4. Except where expressly stated otherwise in this Data Processing Agreement, terms defined in the Agreement shall have the same meaning when used in this Data Processing Agreement.

2. General Terms

2.1. Each party shall comply with its respective requirements under the Data Protection Legislation. The provisions of this Data Processing Agreement are in addition to, and

do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

2.2. The parties acknowledge and agree that:

(a) where applicable, for the purposes of the Data Protection Legislation, the Customer is the Controller and Blocktype is the Processor;

(b) the subject-matter of the Processing is the Customer Personal Data;

(c) the duration of the Processing is the duration of the Agreement plus any period during which Blocktype continues to Process Customer Personal Data at the written request of the Customer or where required by applicable laws;

(d) the nature and purpose of the Processing is the use of the Customer Personal Data in the performance of the Services as envisaged by the Agreement (including, without limitation, in connection with services provided by Third Party Suppliers);

(e) the types of Personal Data which shall be Processed are data required for the use and/or performance of the Services including but not limited to:

(i) first and last name;

(ii) title;

(iii) position;

(iv) employer;

(v) contact information (company, email, phone, physical business address);

(vi) connection data; and

(vi) localisation data.

(f) the categories of Data Subjects are:

(i) Authorised Users;

(ii) prospects, customers and business partners of the Customer (who are natural persons); and

(iii) employees or contact persons of the Customer's prospects, customers and business partners.

3. Data Processing Terms

3.1. Without prejudice to the generality of paragraph 2.1 of this Data Processing Agreement, Blocktype shall, in relation to any Customer Personal Data which is

Processed in connection with the performance by Blocktype of its obligations under this Data Processing Agreement:

- (a) process that Customer Personal Data only on the written instructions of the Customer (which shall be deemed to include the terms of this Data Processing Agreement), unless otherwise required by UK law, in which case Blocktype shall inform the Customer prior to Processing, unless prohibited from doing so by UK law;
- (b) ensure that all Supplier personnel who Process any Customer Personal Data are obliged to keep the same confidential;
- (c) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, and that these measures are 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;
- (d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject to exercise rights under the Data Protection Legislation 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;
- (e) notify the Customer without unreasonable delay on becoming aware of a Personal Data Breach in relation to the Customer Personal Data;
- (f) subject to any provision of the Agreement regarding the deletion or return of Customer Personal Data, and at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless required by UK law to store the Customer Personal Data; and
- (g) subject to and in accordance with any provision of the Agreement governing audit and access to records, make available to the Customer on request all information necessary to demonstrate compliance with the obligations in this section 3, and allow for and contribute to audits, including inspections, conducted by the Customer or the Customer's designated auditor (provided always that audits shall be subject to reasonable prior notice, that the scope of the audit shall be agreed with Blocktype in advance, and that the audit shall be conducted at the Customer's own expense).

3.2. Blocktype shall inform the Customer if, in the Supplier's opinion, the Supplier's compliance with paragraph 3.1 (a) of this Data Processing Agreement would breach Data Protection Legislation. Blocktype shall be entitled to suspend execution of the instructions concerned, until the Customer's Data Protection Officer (or such other person notified in writing by the Customer to the Supplier) confirms in writing that such instructions are lawful and are to be followed.

3.3. The Customer specifically authorises the use by Blocktype of each of the Sub-processors listed in the Blocktype Sub-processor List, and generally authorises Blocktype to make changes to its use of Sub-processors (including by appointing new Sub-processors). The authorisations granted by the Customer are subject to the conditions of paragraph 3.4.

3.4. Blocktype shall:

- (a) notify the Customer in advance of any change, thereby giving the Customer the opportunity to object to the change. Any such objections must be exercised without undue delay and on reasonable grounds;

- (b) enter into written agreements with each Sub-processor which impose obligations on the Sub-processor which are consistent with the terms of this Data Processing Agreement; and

- (c) remain liable for the acts or omissions of each Sub-processor, subject to clause 8 of the General Terms & Conditions.

Acceptable Use Policy

1. During your use of the Services you shall not do anything that:

- 1.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 1.2. facilitates illegal activity;
- 1.3. depicts sexually explicit images;
- 1.4. promotes unlawful violence;
- 1.5. is discriminatory based on race, gender, ethnicity, religious belief, sexual orientation, disability; or
- 1.6. is otherwise illegal or causes damage or injury to any person or property.

2. We reserve the right, without liability or prejudice to our other rights to you, to disable you or any Authorised User's access to the Services for any breach of this clause.

3. You shall not:

- 3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Blocktype Software in any form or media or by any means;
- 3.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- 3.3. access all or any part of the Services in order to build a product or service which competes with the Services;
- 3.4. not use the Services in order to on-sell or resell any outputs from the Services;
- 3.5. use the Services to provide similar services or services in competition with the Services to third parties; or
- 3.6. subject to the terms of this Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- 3.7. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this Agreement, except as may be allowed by any

applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement.

4. 'Fair usage' applies to using our Services for your legitimate business purposes and not using the Services or User Subscriptions in ways in which they are not designed. This may include but is not limited to:

- 4.1. excessive switching of User Subscriptions between individuals;
- 4.2. excessive use within a single User Subscription;
- 4.3. overloading the API systems utilised in the Services in such a way that creates much higher traffic than is typical from an individual user; or
- 4.4. using our attachments / documents storage in a way not intended (such as uploading excessively large documents to our servers).

5. Fair usage will be determined in our sole, but reasonable, discretion. If you have a specific use of the Services in mind that you think may not be considered 'fair usage' please ensure that such usage is specifically provided for in the Order Form or otherwise agreed with us in writing.