

Terms of Service

Last updated: November 13, 2025

Welcome to Glasscubes! These terms of service (“Terms”), together with the other documents referred to govern your access to and use of the Services (as defined below). Please read these Terms carefully before continuing to use the Services.

If you are purchasing and/or using the Services on behalf of an organisation, by checking the “I have read and agree to the Terms of Service and Privacy Policy” box, you confirm that you have authority to agree to these Terms on behalf of and to bind that organisation to these Terms. If you do not have sufficient authority you must not enter into a Subscription (which will be governed by these Terms).

1 DEFINITIONS

1.1 In these Terms, the following words shall have the following meanings:

“Account Fee”	that part of the Subscription Fee which (as described in clause 10) is payable in advance, as detailed in the Pricing and Billing Information on our Website;
“Commencement Date”	the date you accept these Terms;
“Content”	any information, files, data and/or material uploaded into the Extranet by the Customer and/or End Users including (without limitation) any text;
“Content Standards”	the content standards published on our Website;

“Customer”	also referred to as “you” or “your”, the person or legal entity who chooses to subscribe and in return is granted access to the Services under these Terms;
“End User”	a third party to whom the Customer provides access to any Extranet facilities in accordance with clause 5 by issuing them with a Subscription including but not limited to employees and representatives;
“Extranet”	any sections of the Workspace to which you have access by virtue of the Services and in respect of which you offer End Users access in accordance with clause 5 of these Terms;
“IPR”	all copyright and related rights, rights in computer software, design rights, trade marks, database rights, patents, trade secrets, know-how, rights in confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals and extensions of, 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;
“Month”	each consecutive period of one month commencing on the Commencement Date and the same day of each calendar month thereafter;
“Party”	you or us; “Parties” means you and us;

“Services”	the online facility operating on the Website under the name “Glasscubes” or such other name as we may determine from time to time and as more fully described at clause 2.1;
“Subscription”	a contract governed by these Terms by which you subscribe to the Services so that the End User may gain access to the Extranet as more fully described at clause 5.1;
“Subscription Fee”	means the fee payable by you for your access to and use of the Services, as detailed in the Pricing and Billing Information on our Website. It comprises two elements, the Account Fee and the User Fee;
“Support Partners”	those officers, employees, agents or subcontractors connected with this agreement, including those individuals who perform our maintenance and support obligations under these Terms;
“Term”	the period from (and including) the Commencement Date until your access and use of the Services is terminated in accordance with these Terms;
“Terms”	these terms of service;
“User Fee”	that part of the Subscription Fee which (as described in clause 10) is payable in arrears, as detailed in the Pricing and Billing Information on our Website;

“us, we, our”	Glasscubes Limited a company registered in England and Wales under company number 08630188 with our registered office at 96 High Street, Burnham, Buckinghamshire SL1 7JT;
“Website”	our website at www.glasscubes.com ; and
“Workspace”	the area of our server made available to you as part of the Services

1.2 All references in these Terms to the singular shall mean the plural and vice versa, all references to persons shall include companies, partnerships and other organisations (including without limit any government departments or non-departmental government bodies) and all references to the masculine shall include the feminine and neuter and vice versa.

2 FUNCTIONALITY

2.1 The Services consist of the use of the Workspace which can be used as an internal portal, a CRM system, a document storage/retrieval system and/or an extranet facility. The functionality of the Services is detailed on our Website. The Services are provided on a subscription basis and these Terms do not constitute the licence of any software.

2.2 You accept that it is your responsibility to:

2.2.1 ensure that the Services are fit for the purpose for which you intend to use them;

2.2.2 back up the Content.

2.3 You accept that:

2.3.1 the Services will not be available 24 hours a day 365 days a year;

2.3.2 subject to clause 8.1 we are under no obligation to provide you (or any third party) with copies of the Content;

2.3.3 we reserve the right to amend the functionality of the Services at any time;

2.3.4 we have no control over and accept no liability for Content;

2.3.5 except for the subscription rights granted in these Terms, you have no right, title or interest in or to the Services or any intellectual property rights related to the Services. You agree that we or our licensors retain all proprietary right, title and interest, including intellectual property rights, in and to the Services, including, without limitation, all modifications, enhancements, derivative works, configurations, translations, upgrades and interfaces of/to the Services.

3 OUR OBLIGATIONS

3.1 We agree to provide to you with the use of the Services that you have subscribed for but not further or otherwise, the non-exclusive, non-transferable right for you to access and use (for your own internal purposes only) the Services for the Term subject to these Terms.

3.2 We will provide you with login details to enable you to connect to the Services.

3.3 We will endeavour to provide the Services without major interruption and materially error free.

3.4 Notwithstanding clause 2.3, we reserve the right at any time to suspend your and/or your End Users' access and/or use of the Services for the purpose of enabling us to carry out maintenance and/or upgrades and/or to deal with any problem and/or error.

3.5 We confirm that:

3.5.1 the Services are hosted on servers based in the United Kingdom;

3.5.2 we will not reveal any password relating to your use of the Services to a third party without your consent; and

3.5.3 we will make reasonable endeavours to backup the Content.

3.6 We will delete all Content after expiry or termination of your Subscription.

4 YOUR OBLIGATIONS

4.1 You agree that you will:

- 4.1.1 comply with any reasonable instructions or directions issued by us from time to time in respect of the Services;
 - 4.1.2 conform to such protocols and standards as are issued by us from time to time in respect of the access and/or use of the Services;
 - 4.1.3 ensure all Content complies with the Content Standards;
 - 4.1.4 fully indemnify us against any and all claims, costs, damages, losses, liabilities and expenses which we may incur resulting from your and/or your End Users acts or omissions in respect of the Services and your use of them and/or your and/or your End Users' breach of any of your/their obligations under these Terms or under the [Privacy Policy](#) and/or [Website Terms and Conditions](#);
 - 4.1.5 when using the Services comply with all applicable laws and legislation (including but not limited to matters arising under the Data Protection (Legislation ((as defined in Schedule 1) and the Regulation of Investigatory Powers Act 2000); and
 - 4.1.6 if you are located outside the European Union, provide us at all times with complete, accurate and up to date information about any of your End Users who are resident in the United Kingdom so that we may charge any applicable VAT. You agree to fully indemnify us against any and all claims, costs, damages, losses, liabilities and expenses which we may incur resulting from your failure to comply with this clause 4.1.6.
- 4.2 In addition you acknowledge and accept that you are solely responsible for:
- 4.2.1 the accuracy of all Content uploaded onto the Extranet;
 - 4.2.2 the retention and back up of off-line hard copies of the Content uploaded onto the Extranet;
 - 4.2.3 the establishment, maintenance and monitoring of adequate internal security measures in connection with the accessing and use of the Services by you including without limit ensuring the confidentiality and safe storage of all login details, user names and passwords (which should not be obvious passwords) and updating them regularly;
 - 4.2.4 immediately notifying us if you suspect a breach of your internal security measures (e.g. the unauthorised use of any login details, user name and/or password);

4.2.5 subject to the provisions of clause 5 not granting or allowing anyone else other than you to have access to and/or use of the Services and you hereby indemnify and hold us harmless against any claim and/or liability resulting from the Customer's or End Users' failure to comply with this provision;

4.2.6 the act and/or omission of any and all End Users; and

4.2.7 ensuring that any security level set for any Content (whether by us or you) is correct; and

4.3 you agree that you will not (and you will ensure that your End Users do not):

4.3.1 access and/or use the Services for any unlawful purpose or in contravention of any English or other law. This includes but is not limited to:

4.3.1.1 any act or omission which will or is likely to infringe the IPR of a third party;

4.3.1.2 the transmission, display, downloading or uploading of any Content which is or is likely to be construed as defamatory, threatening, offensive, abusive, obscene or which will or is likely to cause unnecessary anxiety or inconvenience to a third party or which is otherwise unlawful or which will or may interfere with or disrupt the integrity or performance of the Services or any data within the Extranet;

4.3.1.3 an attempt to gain unauthorised access to the Extranet;

4.3.1.4 an attempt to modify, distribute, reverse engineer or otherwise attempt to decipher any code in connection with the Services and/or any other aspect of our technology;

4.3.1.5 market or offer to sell, sell and/or otherwise resell the Services to any third party;

4.3.1.6 the use of the Services in any way that will or is likely to violate or infringe the rights of any person in the United Kingdom or elsewhere;

4.3.1.7 the use of the Services in any way that will or is likely to cause damage or adversely affect the operation of the Extranet or interfere with or disrupt our Website, other websites, servers, or networks; and

4.3.1.8 the use of the Services in any way that will or is likely to interfere with the use and enjoyment of the Services for other users.

4.4 You acknowledge and agree that:

4.4.1 your right to use (for your internal business purposes only) the Services is personal to you and may not be assigned, sub-licensed, sold, resold, transferred, distributed or otherwise disposed of or commercially exploited in any way, including by way of charge, lien or other encumbrance;

4.4.2 the IPR comprised in or relating to the Services belongs to us and these Terms do not give you any rights in or related to the Services except as expressly provided in these Terms;

4.4.3 we have the right to access or instruct that our Support Partners may access Content for the purposes of providing the Services to you (including for maintenance and technical purposes) and for checking that you and/or your End Users are complying with these Terms;

4.4.4 we owe no obligation to you or anyone else (including without limitation, End Users) to monitor, check or review the legality, validity, integrity, quality or accuracy or copyright of any Content;

4.4.5 we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content;

4.4.6 we may at any time make alterations to or withdraw the Services or any part of it without notice;

4.4.7 you will pay any Subscription Fee and other charges for your use of the Services in accordance with these Terms;

4.4.8 the use of the Services is entirely at your own risk;

4.4.9 the Extranet may contain links to other internet sites maintained by other parties unrelated to us and and/or third party advertisements over which we have no control. We are not responsible for any aspect of these other sites, including the availability or reliability of their contents;

4.4.10 we shall be entitled to acknowledge your use of the Services by displaying your name on our Website and whilst these Terms are in place you hereby grant us a non-exclusive, royalty-free, worldwide licence to do so;

4.4.11 your organisation's logos and/or name may be used for promotional activities of Glasscubes products and whilst these Terms are in place you hereby grant us a non-exclusive, royalty-free, worldwide licence to do so. Please let us know if you do not wish for your organisation's logo and/or name to be used in this way;

4.4.12 if you wish to opt out of any promotional literature that you may have been added to, then please email enquiries@glasscubes.com and we will remove you from any promotional literature; and

4.4.13 your use of the Services is subject to the terms of our [Privacy Policy](#).

4.5 You are responsible for the cost of all telephone or cable services and other charges you incur for the purpose of accessing and using the Services and the cost all computer equipment, hardware and software that is necessary to enable you to access and use the Services. You are also responsible for determining the suitability of these items for the purpose of accessing and using the Services.

4.6 The Customer retains all rights to any and all Content. We shall not own or license any data, content, information or material that the Customer or End Users upload to the Extranet.

5 END USERS

5.1 You can invite third parties to access a Workspace by allocating and sending a Subscription to that third party. The Subscription is active and relevant as soon as the invitation has been sent to the End User and you will be charged for that Subscription. It is not relevant whether or not the Subscription has been used by the End User.

5.2 Third parties who you invite in accordance with clause 5.1:

5.2.1 will receive a link to the Services;

5.2.2 will be required to enter personal information such as first and last name, telephone number, e-mail address and password before being given access to an Extranet;

5.2.3 will be required to agree to these Terms and to the terms of our [Privacy Policy](#) and [Website Terms and Conditions](#) before being able to access the Extranet.

5.3 You can change the number of End Users on your account at any time by adding or removing End Users from within the Extranet.

6 WARRANTIES AND LIABILITY

6.1 You accept and agree that we:

6.1.1 provide the Services to you on an “as is” basis and do not warrant the Services against failure of performance;

6.1.2 do not warrant the validity, legality or accuracy of any Content placed on the Extranet by you or End Users or by us on your behalf;

6.1.3 shall not, in any event, be liable for operational difficulties caused by or arising from the integration of the Services with any third party equipment or software not supplied or approved by us or by any modifications, variations or additions made to the Services not undertaken by us, or caused by any abuse, corruption or incorrect use of the Services, including, without limitation, use of the Services with hardware and/or software which is incompatible with the Services.

6.1.4 do not represent nor do we give any warranty, guarantee or undertaking of any kind that the Services will be free from all bugs, errors or mistakes, will be timely or uninterrupted or that it will meet your requirements and it is your responsibility to ensure that the Services will meet your requirements.

6.2 These Terms, the [Privacy Policy](#) and [Website Terms and Conditions](#) are in lieu of all warranties, conditions, terms, undertakings, representations and obligations (including, but not limited to, any implied warranty as to satisfactory quality or fitness for a particular purpose) express or implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

6.3 Notwithstanding any other clause of these Terms, neither Party excludes or reduces its liability under or in connection with these Terms or otherwise to the extent that it arises in respect of any of the following matters:

6.3.1 for death or personal injury resulting from negligence proved against either Party;

6.3.2 for fraud or fraudulent misrepresentation; nor

6.3.3 for any other matter for which it would be unlawful for either Party to exclude or limit or attempt to exclude or limit its liability.

6.4 Subject to sub-clause 6.3, neither Party shall have any liability to the other Party (howsoever arising, including any liability in tort) under or in connection with these Terms or their subject matter for any:

6.4.1 loss of profits, the loss of the use of money or anticipated savings;

6.4.2 loss of revenue;

6.4.3 business interruption;

6.4.4 loss of or damage to reputation or goodwill;

6.4.5 loss of opportunity or contracts;

6.4.6 wasted management or other staff time;

6.4.7 losses or liabilities under or in relation to any other contract; or

6.4.8 loss of, damage to or corruption of data or information, in each case whether direct, indirect, special and/or consequential loss or damage; or

6.4.9 for any other indirect, special and/or consequential loss or damage of any kind.

6.5 Subject to sub-clauses 6.3 and 6.4, our maximum aggregate liability in contract, tort (including for negligence), misrepresentation and/or otherwise howsoever arising under or in connection with these Terms and their subject matter (including all losses, liabilities, claims, actions, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto) shall be limited to the total funds actually paid by the Customer to us in respect of the use of the Services in the 12 month period immediately preceding the event giving rise to the liability in question.

6.6 You agree that you have read and understood this clause 6.

6.7 In case of any conflict between this clause 6 and any other clause of these Terms or other terms referred to in these Terms, the provisions of this clause 6 shall prevail.

6.8 For the avoidance of any doubt, this clause 6 shall remain in full force and effect notwithstanding the termination, repudiation or expiry of your Subscription.

7 TERM AND TERMINATION

7.1 Your Subscription shall commence on the Commencement Date and, subject to these Terms, it shall continue for an initial period of one Month and thereafter it shall automatically renew for consecutive periods of one Month. Either party may terminate the Subscription by giving the other party 30 days' notice in writing at any time in which case, subject to clause 7.2, termination shall take effect at the end of the notice period and the provisions in clauses 7.5 and 7.6 (as applicable) shall apply.

7.2 If you terminate the Subscription by giving notice as described in clause 7.1, you must give us a reasonable opportunity to conduct an exit interview with you before the expiry of the 30 day notice period. If you fail to do so, the notice period and the term of the Subscription shall be deemed to continue until we have been given a reasonable opportunity to conduct the exit interview.

7.3 We shall be entitled (at our sole discretion) to suspend or terminate your and/or your End Users' access to and right to use the Services at any time if you and/or your End Users commit a breach of these Terms. Where we exercise our right to terminate, termination shall take effect immediately, in which case:

7.3.1 all rights granted to you and/or your End Users under these Terms, and your access to and use of the Services, will cease immediately; and

7.3.2 you will not be entitled to any refund of the Subscription Fees, whether you have elected to pay Monthly or annually.

7.4 Termination, repudiation or expiry of your Subscription will be without prejudice to any accrued rights of either party and will not affect obligations which are expressed not to be affected by such repudiation, expiry or termination.

7.5 If you terminate the Subscription under clause 7.1:

7.5.1 all rights granted to you and/or your End Users under these Terms shall cease at the end of the Month in which termination takes effect;

7.5.2 you shall cease all access to and use of the Services and all other activities authorised by these Terms at the end of the Month in which termination takes effect;

7.5.3 if you have elected to pay the Subscription Fee on a Monthly basis and termination takes effect part-way through a Month, you will have access to the Services until the end of that Month. You accept and agree that the Subscription Fee will be payable in respect of the full Month and you will not be entitled to a pro-rated refund in respect of the period between the termination date and the end of the Month in which termination takes effect; and

7.5.4 if you have elected to pay the Subscription Fee on an annual basis, you will have access to the Services until the end of the Month in which termination takes effect. You accept and agree that you will not be entitled to a pro-rated refund, i.e. in respect of that portion of the annual fee which relates to the period in which you will not have access to the Services.

7.6 If we terminate the Subscription under clause 7.1 then (whether you have elected to pay the Subscription Fee on a Monthly or annual basis) we will refund, on a pro rate basis, any Subscription Fee paid by you for the period in which you will not have access to the Services.

7.7 You accept and acknowledge that we shall have no obligation to maintain any Content stored on the Extranet or to forward any Content to you or any third party on or following termination of these Terms.

8 CONFIDENTIALITY

8.1 You accept that we may, in accordance with legal requirements, have to disclose information to third parties, for example governmental organisations (including the police), in respect of and/or in connection with your access and/or use of the Services. Subject to any legal prohibitions to the contrary we will notify you of such disclosure as soon as reasonably possible.

9 DATA PROTECTION

9.1 We both accept and acknowledge that in the course of providing the Services to you, we will process Personal Data on your behalf and therefore, we both accept to comply with the Data Processing Terms set out in Schedule 1.

10 FEES

10.1 In return for us agreeing to provide to you the non-exclusive, non-transferable right for you to access and use (for your own internal business purposes only) the Services subject to these Terms, you agree to pay us the Subscription Fees on a Monthly or annual basis, depending on your election at signup..

10.2 The Account Fee element of the Subscription Fee is payable in advance, whether you elect to pay on a Monthly or annual basis, and must be paid before you access the Services:

10.2.1 if you have elected to pay on a Monthly basis, the Account Fee will be payable Monthly in advance at the beginning of each Month. Payment must be made by either adding a credit/debit card to your account or by Direct Debit; and

10.2.2 if you have elected to pay on an annual basis (which thereby entitles you to a discount as detailed in the Pricing and Billing Information on our Website), the Account Fee for the first year of your Subscription will be payable in advance. At the end of the first year (and any subsequent year for which you elect to pay on an annual basis), payment will automatically revert to Monthly in advance (as described in clause 10.2.1) unless you elect to pay on an annual basis for a further years.

10.3 The User Fee element of the Subscription Fee is payable in arrears and, whether you elect to pay on a Monthly or annual basis, it will be calculated on a Monthly basis to adjust the overall Subscription Fee in order to reflect changes between the contracted number of End Users and the actual number of End Users over the Month to which it relates. No annual subscription discount is applied to the User Fees over the contracted number if you have elected to pay the Account Fee on an annual basis.

10.4 We may choose to bill through an invoice. Our invoices are payable on the date of the Invoice.

10.5 The applicable Subscription Fees for the time being are set out on our website [pricing page](#). We reserve the right to change the Subscription Fees upon giving you 30 days' prior written notice to you (which may be sent by email to the address you have most recently provided to us).

10.6 Each year we will also align some of our Fees with the Consumer Price Index (CPI) rate of inflation plus a maximum of 3.5%. Each year this increase will be based on the June CPI rate, published in July, and will be effective from 31 August.

10.7 Without prejudice to our other rights under these Terms, if you fail to make any payment due to us under these Terms by the due date for payment, then we reserve the right to charge you interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

10.8 All amounts payable by you under these Terms are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under these Terms by us to you, you shall, on receipt of a valid VAT invoice from us, pay us 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.

10.9 The termination, repudiation or expiry of your Subscription shall not affect your obligation to pay Subscription Fees to us in respect of any right of access to the Services which was granted to you prior to the date of such termination, repudiation or expiry.

10.10 Subject to clause 7.5 all Subscription Fees which you pay to us under these Terms are non-refundable.

11 FORCE MAJEURE

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that are caused by events outside our reasonable control (Force Majeure Event).

11.2 A Force Majeure Event includes in particular (but without limitation) the following:

11.2.1 Strikes, lock-outs or other industrial action;

11.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

11.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or Act of God;

11.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

11.2.5 Impossibility of the use of public or private telecommunications networks;

11.2.6 The acts, decrees, legislation, regulations or restrictions of any government; and

11.2.7 The non-delivery or late delivery of products or services to us by third parties.

11.3 Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues and we will have an extension of time for performance for the duration of that period.

12 NOTICES

12.1 All notices given by you to us must be given to Glasscubes Limited at Glasscubes Limited, 96 High Street, Burnham, Buckinghamshire, SL1 7JT or enquiries@glasscubes.com. We may give notice to you at either the e-mail or postal address provided to us when signing up to our Website. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee and in the case of you serving notice on us, that you have received an acknowledgement email from us in response.

13 ASSIGNMENT

13.1 We may sub-licence, transfer, assign, sub-contract, charge or otherwise dispose of any of our rights or obligations under these Terms, provided we give you written notice of the same.

13.2 You may not sub-licence, transfer, assign, sub-contract, charge or otherwise dispose of any of your rights or obligations under these Terms without our prior written consent (which may be withheld at our absolute discretion).

14 WAIVER

14.1 If we fail at any time to insist upon strict performance of any of your obligations under any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent

default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with these Terms.

15 SEVERABILITY

15.1 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or condition will to that extent be severed from the remaining Terms which will continue to be valid to the fullest extent permitted by law.

16 ENTIRE AGREEMENT

16.1 These Terms, the [Privacy Policy](#) and the [Website Terms and Conditions](#) contain and constitute the entire understanding and agreement between us in connection with and about the subject matter of these Terms and supersede all earlier and other agreements and understandings between us and all earlier representations by either of us about such subject matter. Any prior representations, warranties, statements and assurances which are not expressly set out in these Terms will not be of any effect. Each Party warrants that there is no representation, warranty, promise, term, condition, obligation or statement upon which they have relied in entering into these Terms and which is not expressly set out in these Terms and no such representation, warranty, promise, obligation, statement or any other term or condition is to be implied in them whether by virtue of any usage or course of dealing or otherwise (including, subject to clause 4, by statute or common law) except as expressly set out in these Terms. If a Party has given any representation, warranty, promise or statement then (except to the extent that it has been set out in these Terms) the Party to whom it is given waives any rights or remedies which it may have in respect of it. This clause shall not exclude the liability of a Party for fraud or fraudulent misrepresentation or concealment or any resulting right to rescind these Terms.

17 AMENDMENT

17.1 These Terms may not be amended, modified, varied or supplemented except in writing signed by or on behalf of both Parties.

18 THIRD PARTY RIGHTS

18.1 Nothing in these Terms is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to these Terms. These Terms do not create any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a Party to them.

19 GOVERNING LAW AND JURISDICTION

19.1 These Terms (and any Subscription governed by them) shall be governed in all respects by and be construed in accordance with English law (including all non-contractual disputes or claims arising out of the subject matter of these Terms).

19.2 Any claim or dispute arising from or related to these Terms (including their enforcement or their termination) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales and the Parties hereby irrevocably submit to the jurisdiction of these courts.

SCHEDULE 1

DATA PROCESSING TERMS

1 DEFINITIONS

1.1 In this Schedule, the following words and expressions shall have the following meanings unless the context otherwise requires:

“Appropriate Technical and Organisational Measures”	shall be interpreted in accordance with the Data Protection Legislation.
“Customer Personal Data”	means any Personal Data the Processing of which is subject to Data Protection Legislation, that is controlled by you and (where applicable) your employees which we process in the course of providing the Services under the Terms, wherever the Processing takes place.

“Data Controller”	shall be interpreted in accordance with the Data Protection Legislation.
“Data Processor”	shall be interpreted in accordance with the Data Protection Legislation.
“Data Protection Legislation”	means:
	(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
	(b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which we are subject, which relates to the protection of personal data.
“Data Subject”	shall be interpreted in accordance with the Data Protection Legislation.
“EU GDPR”	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
“Personal Data”	shall be interpreted in accordance with the Data Protection Legislation.
“Processing”	shall be interpreted in accordance with the Data Protection Legislation (and “Process” shall be construed accordingly).

“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
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1.2 The provisions of this Schedule 1 Data Processing Terms shall prevail over any inconsistent terms in the Terms of Service or any other agreements entered into between you and us.

2 DATA PROTECTION

2.1 We and you agree and acknowledge that for the purposes of the Data Protection Legislation, you are the Data Controller and we are the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

2.2 You retain control of the Personal Data and remain responsible for your compliance obligations under the applicable Data Protection Legislation, including providing any required notices, obtaining any required consents and for the processing instructions you give us.

2.3 Clause 3 of these Data Processing Terms describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which may process to perform the Services under the Terms.

2.4 You warrant that you:

2.4.1 will comply with all applicable requirements of the Data Protection Legislation. This Clause 2 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation;

2.4.2 have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to us for the duration and purposes of your Subscription;

2.4.3 have in place Appropriate Technical and Organisational Measures against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure of or access to any Content that contains Personal Data and adequate security measures to ensure that unauthorised persons will not have access to the Personal Data and that any persons you authorise to have access to (including but not limited to End Users) will respect and maintain the confidentiality and security of the Personal Data;

2.5 We agree, in relation to the Customer Personal Data, that you are the Data Controller (and therefore control what happens to the Customer Personal Data) and we are the Data Processor.

2.6 We acknowledge and agree that nothing in the Terms and these Data Processing Terms relieves us from our responsibilities and liabilities under the Data Protection Legislation.

2.7 The purpose of the Processing is the performance of the Services and the Processing will be carried out until the date that we cease to provide the Services to you. Details as to the nature and purpose of the Processing, the types of Personal Data and the categories of Data Subjects are set out in Clause 3 of these Data Processing Terms.

2.8 When we Process Customer Personal Data in the course of providing the Services, we will:

2.8.1 Process the Customer Personal Data only in accordance with your written instructions, including with regard to transfers of Customer Personal Data to a third country or international organisation except where required to do so by law. If we are required by law to Process the Customer Personal Data for any other purpose, we will inform you of this requirement before the Processing, unless that law prohibits this on important grounds of public interest;

2.8.2 take reasonable steps to ensure the reliability and competence of our personnel who have access to the Customer Personal Data;

2.8.3 ensure that our personnel who are required to Process the Customer Personal Data:

2.8.3.1 are informed of the confidential nature of the Customer Personal Data;

2.8.3.2 are subject to appropriate obligations of confidentiality; and

2.8.3.3 do not publish, disclose or divulge any of the Customer Personal Data to any third party unless directed in writing to do so by you;

2.8.4 implement and maintain Appropriate Technical and Organisational Measures to protect the Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure;

2.8.5 taking into account the nature of the Processing, assist you:

2.8.5.1 by taking Appropriate Technical and Organisational Measures and in so far as it is possible, in fulfilling your obligations to respond to requests from Data Subjects exercising their rights; and

2.8.5.2 in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR (where the UK GDPR applies) or Articles 32 to 36 of the EU GDPR (where the EU GDPR applies);

2.8.6 on the expiry or termination of your Subscription, we will either delete or return to you all the Customer Personal Data (unless we are required to retain it by law). If you require us to delete the Customer Personal Data in any other circumstances, you must make this request to us in writing and we shall comply with such a request within 5 days;

2.8.7 make available to you all information necessary to demonstrate our compliance with our obligations in this agreement and allow you and your auditors or authorised agents to conduct audits and inspections during the term of the Subscription (and provide reasonable assistance in connection therewith) for the purpose of verifying that we are Processing Customer Personal Data in accordance with our obligations under these Data Processing Terms, the Terms and applicable laws; and

2.8.8 not give access to or transfer any Customer Personal Data to any third party (including any group companies or sub-contractors) without your prior written consent. Where you consent to us engaging a sub-contractor to carry out any part of the Services, we must ensure the reliability and competence of the third party, its employees and agents who may have access to the Customer Personal Data and must include in any contract with the third party, provisions in your favour which are equivalent to those in this clause 2 and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or any applicable Data Protection Legislation, we will remain fully liable to you for the fulfilment of our obligations set out in this Schedule and in the Terms.

2.9 We shall notify you immediately if, in our opinion, an instruction you have given us for the Processing of Customer Personal Data infringes any applicable Data Protection Legislation.

2.10 We shall communicate to you any claims or requests in respect of the Customer Personal Data (including requests from Data Subjects exercising their rights) without delay to enable you to respond in accordance with applicable Data Protection Legislation.

2.11 If we become aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to any Customer Personal Data that we Process when providing the Services (a “Personal Data Breach”), we will:

2.11.1 notify you within 48 hours of such a breach;

2.11.2 provide you (as soon as possible) with a detailed description of the Data Breach, the type of Customer Personal Data that was the subject of the Data Breach and the identity of each affected person, as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information you may reasonably request relating to the Data Breach); and

2.11.3 not release or publish any filing, communication, notice, press release, or report concerning the Data Breach without your prior written approval (except where required to do so by law).

2.12 If:

2.12.1 where the UK GDPR applies, pursuant to Article 28(8) of the UK GDPR, the UK Information Commissioner adopts standard contractual clauses for the matters referred to in Article 28(3) and Article 28(4) of the UK GDPR; or

2.12.2 where the EU GDPR applies, pursuant to Article 28(7) or Article 28(8) of the EU GDPR the EU Commission adopts standard contractual clauses for the matters referred to in Article 28(3) and Article 28(4) of the EU GDPR, and you notify us that you wish to incorporate an element of any such standard contractual clauses into this Schedule, we will agree to the changes that you reasonably require in order to achieve this.

2.13 We will not transfer any Customer Personal Data outside of the UK unless, in accordance with the Data Protection Legislation, we ensure that:

2.13.1 the transfer is to a country approved as providing an adequate level of protection for Personal Data; or

2.13.2 there are appropriate safeguards in place for the transfer of Personal Data. For these purposes, you shall promptly comply with any reasonable request from us, including any request to enter into standard data protection clauses adopted by the UK Information

Commissioner from time to time (where the UK GDPR applies to the transfer) or adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer); or

2.13.3 binding corporate rules are in place; or

2.13.4 one of the derogations for specific situations applies to the transfer.

3 PERSONAL DATA PROCESSING DETAILS

3.1 Subject matter of the Processing: Services made available to you during the Term of your Subscription through our Workspace.

3.2 Nature and purpose of the Processing: The Processing of the Customer Personal Data in the course of delivering our Services, as more described in the Terms.

3.3 Type of Personal Data: Personal Data may include, among other information, personal contact information such as name, address, telephone or mobile number, fax number, email address, login details, user names and passwords; employment details, including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualifications, identification numbers and business contact details, financial details (such as bank details), goods and/or services provided, network carriers or data providers, IP addresses and any other data you may elect to include as part of the Processing.

3.4 Categories of Data Subject: Data Subjects may include your representatives and End Users (such as employees, contractors, collaborators, partners, customers and users, and any other Data Subjects you may elect to include as part of the Processing). Data Subjects may also include individuals attempting to communicate or transfer Personal Data to End Users.