

MEDIO: Connect (Powered by Involve)

Terms and Conditions

Connect, care and collaborate

1. Interpretation

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

1.1 Definitions:

Account Holder: an individual named as such and for whom a User Subscription is purchased by a Customer to permit him or her to access the Service and invite others to videoconferencing calls over the Service

Authorised Users: (a) Account Holders; (b) any person or entity authorised by a Customer to use that Customer's Registered Room; and (c) any third party who is not an Account Holder or who is not authorised to use a Registered Room who is invited by an Account Holder or an authorised user of a Registered Room to videoconferencing calls on the Service, as further described in clause 2. The term "Authorised User" shall also be deemed to include references to ICRS Users where MEDIO: Connect Recording and Streaming is used.

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 as set out in the Sales Proposal.

Service Commencement Date: The date on which the Supplier notifies the Customer (either in writing or by email) that its account has been created and that the Supplier's onboarding process has been completed.

Customer: the person or firm who purchases Services from the Supplier.

Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mobile Application User Terms: the terms of use set out in Appendix 1 of the mobile application developed by the Supplier for use with the Services enabling access to the Services from an Account Holder's mobile phone, tablet or other device.

Platform: the Supplier's combination of hardware and technologies used to provide the collaboration solution comprised in the Services.

Registered Room: an account linked specifically to a hardware installation owned or used by the Customer and registered to the MEDIO: Connect network.

Sales Quotation or Sales Proposal: the Sales Proposal for the sale and purchase of Services from the Supplier submitted to and accepted by the Customer prior to entering into this Agreement.

Services: the MEDIO: Connect conferencing and collaboration facilities and services (and including, where applicable, the provision of Registered Rooms and MEDIO: Connect Recording and Streaming) provided by the Supplier to the Customer and its Account Holders under this agreement via the Platform or as otherwise notified to the Customer by the Supplier from time to time as more particularly described at www.medio.link together with the use of instructions for operation of the Services as set out in user guides made available by the Supplier from time to time. The term "Services" also includes the provision of a one-time link to courts or prisons to enable remote conferences with prisoners, defendants in trials and witness attendance (known as the Involve Court Connect Service).

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as detailed in the Sales Quotation or Sales Proposal (as relevant).

Supplier: Involve Visual Collaboration Limited, whose registered office is at Martin Dawes House, Europa Boulevard, Westbrook, Warrington, WA5 7WH.

User Subscriptions: the user subscriptions purchased by the Customer which either entitle Account Holders to access and use and invite Authorised Users to use the Services in accordance with this agreement or which relate to the Registered Room purchased by the Customer.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

In addition to the above definitions, the following definitions apply where the Customer uses Medio: Connect Recording and Streaming:

“Account Administrator” means an individual employee of the Customer appointed to configure service for the Customer and to manage the, ICRS Users, and Content on behalf of the Customer.

“Content” means any content created, uploaded, stored or recorded using MEDIO: Connect Recording and Streaming including recorded audio, video and presentations, and upload/use of graphical elements and text.

“MEDIO: Connect Recording and Streaming” means the recording, streaming and storage services provided, procured or made available by the Supplier and its providers (the terms of use for which are set out in Appendix 2) pursuant to any Sales Quotation, including provision of access to the Website, together with all associated software, hardware, interfaces and recording and storage media.

“ICRS User” means an individual whose requisite details have been registered and provisioned with a user account on the Website by an Account Administrator.

“Website” means the website at www.medio.link and any other URLs made available by the Supplier for the purpose of making MEDIO: Connect Recording and Streaming accessible to ICRS Users.

Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (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 faxes and emails.
- (d) Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- (e) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (f) References to a clause, schedule or appendix are to clauses of and the schedules and appendix to of this agreement; references to paragraphs are to paragraphs of the relevant schedule or appendix to this agreement.

2. User subscriptions

- 2.1 Subject to the Customer purchasing User Subscriptions or paying Charges, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, nontransferable right to permit Authorised Users to use the Services.
- 2.2 In relation to the Account Holders, the Customer undertakes that:
- (a) the maximum number of Account Holders shall not exceed the number of User Subscriptions it has purchased or registered from time to time;
 - (b) it will not allow or permit any User Subscription to be used by more than one individual Account Holder unless it has been reassigned in its entirety to another individual Account Holder, in which case the prior Account Holder shall no longer have any right to access or use the Services;
 - (c) it shall ensure that Account Holders are instructed not to provide details of his or her User Subscription to anyone who is not an Account Holder or permit anyone who is not an Account Holder to make use of his or her User Subscription (other than issuing invitations to participate in calls hosted by that Account Holder).
- 2.3 The Customer shall not (and shall ensure that no Authorised User shall) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, forthwith to suspend the Customer's access or the access of any Account Holder to the Services in the event of any breach the provisions of this clause.
- 2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.

- 2.5 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Additional user subscriptions

- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during the term of this agreement purchase additional User Subscriptions and the Supplier shall grant access to the Services to such additional Account Holders in accordance with the provisions of this agreement.
- 3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request.
- 3.3 If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the quote.

4. Services

- 4.1 The Supplier shall, subject to receipt from the Customer of a signed purchase order in a form acceptable to the Supplier, from the Service Commencement Date during the term of this agreement, provide the Services to the Customer on and subject to the terms of this agreement. The terms of this Agreement apply between the Supplier and the Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 hours' notice (such notice to be entirely in a Business Day) in advance.

5. Customer's obligations

The Customer shall:

- (a) provide the Supplier with:

- (i) all necessary co-operation in relation to this agreement; and
- (ii) all necessary access to such information as may be required by the Supplier; in order to provide the Services, including but not limited to security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that Account Holders use the Services in accordance with the terms and conditions of this agreement, observe the Mobile Application User Terms where applicable and shall be responsible for any Account Holder's breach of this agreement;
- (e) ensure that Authorised Users who are not Account Holders use the Services as if these terms and conditions (and in particular clause 2.3 above) applied to them);
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6. Charges and payment

- 6.1 The Charges for the Services shall be calculated as stated in the Sales Proposal.
- 6.2 The Supplier shall invoice the Customer annually for the use of ongoing Services (unless expressly otherwise agreed in writing (including email) by the Supplier) or, where the Services comprise the provision of a one-time link, prior to provision of the Services.
- 6.3 The Customer shall pay each invoice submitted by the Supplier:
 - (a) For annual Subscriptions, within 30 days of the date of the invoice; (b) For a one-time link, before the link is made available; and c) in full and in cleared funds to a bank account nominated in writing by the Supplier or in such other manner (including by debit or credit card) as specified by the Supplier.

Time for payment shall be of the essence in relation to payment of the Subscription Fees and Charges.

- 6.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.5 If the Customer fails to make a payment due to the Supplier by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 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 below 0%.
- 6.6 All amounts due under this agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Proprietary rights and Data

- 7.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and in the trade names or trademarks associated with them. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 7.2 The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 7.3 The Customer acknowledges that personal data (as defined in the Data Protection Legislation) relating to the Customer, its employees, workers, staff and Account Holders ("Relevant Individuals") will be collected, stored and processed by the Supplier and that, in relation to such data, the Supplier is the data controller. The Customer gives its consent for the duration of this agreement to the collection, storage, processing and use of personal data by the Supplier for the purposes of and in connection with this Agreement. The Customer also agrees to procure that the clear,

express and unambiguous consent of Relevant Individuals is given to such collection, storage, processing and use prior to the commencement of Services under this agreement.

- 7.4 The Customer's attention is drawn to the Supplier's privacy policy, which can be viewed at www.involve.vc/privacy. The Customer will ensure that all Authorised Users are made aware of such privacy policy and where it can be viewed.
- 7.5 The Customer also acknowledges and agrees that it is responsible for and that it will procure that the clear, express and unambiguous consent of Authorised Users who are not Relevant Individuals is given to the collection, storage, processing and use of their personal data in connection with the use of the Customer of the Services. The Supplier and the Customer agree in terms of the provisions set out in Appendix 2 relating to the processing of such data.

8 Limitation of liability

- 8.1 Nothing in this agreement shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence and pre-contract misrepresentation), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (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;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

8.3 Subject to clause 8.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence and pre-contract misrepresentation), breach of statutory duty, or otherwise, arising under or in connection with this agreement or the supply of the Services shall be limited to the total Subscription Fees or Charges paid by the Customer for access to and use of the Services in the three months immediately prior to the month in which the claim arose.

8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.5 This clause 8 shall survive termination of this agreement.

9. Termination

9.1 Without affecting any other right or remedy available to it, either party may terminate this agreement by giving the other party 90 days' written notice.

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

- (a) the other party commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- (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), 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.

9.3 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due on the due date for payment; or
- (b) the Customer is in persistent breach of its obligations under clause 2.3.

- 9.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under this agreement or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(c), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

10. Consequences of termination

- 10.1 On termination of this agreement
- (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 shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall immediately cease to be entitled or have access to the Services.
- 10.2 Termination or expiry of this agreement shall not affect any 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 this agreement which existed at or before the date of termination or expiry.
- 10.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

11. General

- 11.1 **Force majeure.** Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement (other than an obligation to pay money) if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 **Assignment and other dealings.**
- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Supplier.

11.3 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time during this agreement and for a period of five years after its termination, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this agreement.

11.4 **Entire agreement.**

- (a) This agreement 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 this agreement 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 this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

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

- 11.6 **Waiver.** A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.7 **Severance.** If any provision or part-provision of this agreement 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 shall not affect the validity and enforceability of the rest of this agreement
- 11.8 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number.
 - (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 at the time recorded by the delivery service; or, if sent by fax, at 9.00 am on the next Business Day after transmission.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.9 **Third party rights.**

- (a) Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement
- (b) The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

11.10 **Governing law.** This agreement and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

APPENDIX 1

Mobile Application User Terms

Who we are and what this agreement does

- Involve Visual Collaboration Limited (**Involve**) of Martin Dawes House, Europa Boulevard, Westbrook, Warrington WA5 7WH licenses you to use:
- MEDIO: Connect mobile application software and any updates or supplements to it.
- Related online **OR** electronic documentation (**Documentation**).
- For the purposes of connecting to the MEDIO: Connect collaboration platform provided by us and in respect of which you have been named as an account holder as permitted in these terms.

Your privacy

- Involve only uses any personal data we collect through your use of the Application and the Services in the ways set out in our privacy policy [www.involve.vc/ privacy](http://www.involve.vc/privacy) and in accordance with the MEDIO: Connect Terms and Conditions.

- Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Application or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

The Application store's terms also apply

- The ways in which you can use the Application and Documentation may also be controlled by the Application store's rules and policies and the Application store's rules and policies will apply instead of these terms where there are differences between the two.

Operating system requirements

- The MEDIO: Connect application requires a mobile device with a minimum amount of memory and type of operating system as stated at installation

Support for the Application and how to tell us about problems

- **Support.** If you want to learn more about the Application or the Service or have any problems using them please take a look at our support resources at www.involve.vc
- **Contacting us (including with complaints).** If you think the Application or the Services are faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at sales@involve.vc or call them on 0845 805 3455.
- **How we will communicate with you.** If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

How you may use the Application, including how many devices you may use it on

- In return for your agreeing to comply with these terms you may:
- download or stream a copy of the Application onto a mobile device and view, use and display the Application and the Service on such devices for your personal purposes only.
- use any Documentation to support your permitted use of the Application and the Service; and
- receive and use any free supplementary software code or update of the Application incorporating "patches" and corrections of errors as we may provide to you.

You must be 18 to accept these terms and buy the application

- You must be 18 or over to accept these terms and download the Application.

You may not transfer the Application to someone else

- Involve is giving you personally the right to use the Application and the Service as set out above. You may not transfer the Application or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the Application is installed, you must remove the Application from it.

Changes to these terms

- We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.
- We will give you at least 30 days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the Application.
- If you do not accept the notified changes you will not be permitted to continue to use the Application and the Service

Update to the Application and changes to the Service

- From time to time we may automatically update the Application and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the Application for these reasons.
- If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Application and the Services.
- The Application will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

Ownership of the phone or device you are using

- You may only download the Application onto a phone or other device owned by you or provided to you by our customer for the Service

We may collect technical data about your device

- By using the Application or any of the Services, you agree to us collecting and using technical information about the devices you use the Application on and related software, hardware and peripherals to improve our products and to provide any Services to you.

We may collect location data but you can turn location services off

Certain Services will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the Application on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based services.

You may stop us collecting such data at any time by turning off the location services settings on your mobile device.

We are not responsible for other websites you link to

- The Application or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Licence restrictions

- You agree that you will:
- not rent, lease, sub-license, loan, provide, or otherwise make available, the Application or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the Application, Documentation or Services, except as part of the normal use of the Application or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Application, Documentation or Services nor permit the Application or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Application and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Application or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Application to obtain the information necessary to create an independent program that can be operated with the Application or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
- is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to the Application;
- is kept secure; and
- is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Application or any Service.

Acceptable use restrictions

- You must:
- not use the Application or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Application, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Application or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Application or any Service;
- not use the Application or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Intellectual property rights

- All intellectual property rights in the Application, the Documentation and the Services throughout the world belong to us and the rights in the Application and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Application, the Documentation or the Services other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

- **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.
- **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- **Limitations to the Application and the Services.** The Application and the Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Application or the Service. Although we make reasonable efforts to update the information provided by the Application and the Service, we make no

representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

- **Check that the Application and the Services are suitable for you .** The Application and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the Application and the Services (as described on the Application store site and in the Documentation) meet your requirements.
- **We are not responsible for events outside our control.** If our provision of the Services or support for the Application or the Services is delayed by an event outside our control we will not be liable for delays caused by the event.

We may end your rights to use the Application and the Services if you break these terms

- We may end your rights to use the Application and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.
- If we end your rights to use the Application and Services:
 - You must stop all activities authorised by these terms, including your use of the Application and any Services.
 - You must delete or remove the Application from all devices in your possession and immediately destroy all copies of the Application which you have and confirm to us that you have done this.
 - We may remotely access your devices and remove the Application from them and cease providing you with access to the Services.

We may transfer this agreement to someone else

- We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

- You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

No rights for third parties

- This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

If a court finds part of this contract illegal, the rest will continue in force

- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

- Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings

- These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

Information Security

This document, and the information it contains, are confidential and remain the property of Involve Visual Collaboration Ltd. The document may not be reproduced or the contents transmitted to any third party without the express consent of Involve Visual Collaboration Ltd.

Appendix 2

1. In addition to the definitions set out in clause 1 of the Agreement above, the following definitions apply in this Appendix.

Authorised Persons: the persons or categories of persons that the Customer authorises to give the Supplier personal data processing instructions as identified in 0

Business Purposes: the provision of the Services under this Agreement

Data Protection Legislation: the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

Data Subject: an individual who is the subject of Personal Data.

Personal Data: means any information relating to an identified or identifiable natural person that is processed by the Supplier as a result of, or in connection with, the provision of the services; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Processing, processes and process: either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

Standard Contractual Clauses or SCC: the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to- processing purposes processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, a completed copy of which comprises **Error! Reference source not found..**

1.1 Personal data types and processing purposes

- (a) the Supplier and The Customer acknowledge that for the purpose of the Data Protection Legislation, the Supplier is the controller of Personal Data relating to Relevant Individuals but, in relation to any other Personal Data Processed by use of the Services, the Customer may be the controller and the Supplier may

be the processor of such Personal Data. This Appendix applies to the extent that the Supplier Processes such Personal Data.

- (b) The Customer retains control of the Personal Data and agrees with the Supplier that it will fully comply with the Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Supplier.
- (c) 0 describes the subject matter, duration and nature of processing and the Personal Data categories and Data Subject types in respect of which the Customer authorises the Supplier to process under this Agreement.

1.2 The Supplier's obligations

- (a) The Supplier will only process the Personal Data only in accordance with The Customer's written instructions (which shall be deemed, for the purposes of this Agreement, to include fulfilment of the Business Purposes) from time to time unless the Supplier is required by Data Protection Legislation to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify The Customer of this before performing the processing required by the Data Protection Legislation unless it prohibits the Supplier from so notifying The Customer;
- (b) The Supplier will comply with any request or instruction from Authorised Persons requiring the Supplier to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- (c) The Supplier will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires the Supplier to process or disclose Personal Data, the Supplier will use reasonable endeavours to inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- (d) The Supplier will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of the Supplier's processing and the information available to the Supplier including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

- (e) The Supplier will ensure that it has in place appropriate technical and organisational measures 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);
- (f) The Supplier will ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- (g) The Supplier will not transfer any Personal Data outside of the European Economic Area 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;
- (h) The Supplier will 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;
- (i) The Supplier will notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (j) at the written direction of the Customer, the Supplier will delete or return Personal Data and copies thereof to the Customer on termination of the

agreement unless required by Data Protection Law or other applicable legislation or regulation to store the Personal Data.

1.3 Subcontractors

- (a) The Supplier may only authorise a third party (subcontractor) to process the Personal Data if:
 - (i) The Customer provides prior written consent prior to the appointment of each subcontractor; and
 - (ii) The Supplier enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures;
- (b) Where the subcontractor fails to fulfil its obligations under such written agreement, the Supplier remains liable to The Customer for the subcontractor's performance of its agreement obligations.

1.4 Data return and destruction

- (a) At the Customer's request, the Supplier will give the Customer a copy of or access to all or part of the Customer's Personal Data in its possession or control in such format as the Personal Data resides on the Supplier's system.
- (b) On termination of this Agreement for any reason or expiry of its term the Supplier will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Personal Data related to this Agreement in its possession or control.
- (c) If any law, regulation, or government or regulatory body requires the Supplier to retain any documents or materials that the Supplier would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain.

1.5 Audit

- (a) The Supplier will permit the Customer and its third-party representatives to audit the Supplier's compliance with its Agreement obligations, on at least 30 days' notice, annually during the Term. the Supplier will give the Customer and its third-party representatives all reasonable assistance to conduct such audits.
- (b) All costs incurred in relation to any audit conducted by the Customer pursuant to this clause shall be borne by the Customer.

ANNEX A

Personal Data Processing Purposes and Details

Subject matter of processing: To collect contact information to schedule safe & confidential video conferencing sessions

Duration of Processing: Until the completion of the scheduled video conferencing session or for the duration of the subscription

Nature of Processing: Collection, storage and use of contact information (all data is processed in the UK)

Business Purposes: To fulfil the subscription to the MEDIO: Connect and Involve Court Connect services

Personal Data Categories: Name, organisation name, email address, telephone number Data

Subject Types: Authorised User.

Videoconferencing transmission over a public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device is encrypted during the call. No images and / or data are stored as part of the Service.