

TERMS AND CONDITIONS

Version number: 1.0

Effective date: 13/01/2022

1. Who we are

1.1 We are H.N.F. Consultancy Limited. Our company information is at the end of this document.

2. What this is all about

2.1 These are our terms and conditions which apply to our Services (explained below). Unless the clause is specific to any particular Service, the terms cover all Services.

2.2 We've tried to make these terms user-friendly but please note that the summaries/explanations for each section in capitals aren't a substitute for the rest of the text. Please read the entire document carefully and contact us if anything is unclear. Please save a copy as we don't file a copy specifically for the transaction with you.

2.3 Where you communicate with us on behalf of an organisation, you promise that you have authority to do so.

2.4 We grant you and your authorised Users the right to use our Service subject to these terms and conditions.

3. Some definitions

THIS SECTION EXPLAINS WHAT CERTAIN WORDS MEAN WHEREVER THEY ARE USED WITH A CAPITAL LETTER IN THIS DOCUMENT

- "Access Date" – the date when we send you the login details to access the Advantage Service.
- "Advantage" – our transport system.
- "App(s)" – any mobile applications or other software that we make available for download or otherwise supply to you in connection with the Service.
- "Carrier" – a User who uses Loadboard.live for the purpose of supplying Carrier Services to Customers.
- "Carrier Services" – the services offered by Carriers via Loadboard.live.
- "Carrier Services Contract" – a contract to buy/sell Carrier Services.
- "Customer" – a User who uses Loadboard.live for the purpose of buying Carrier Services.
- "Content" - all information of whatever kind displayed, stored or sent on or via our Service including Input Data.
- "Input Data" – information that you input into our Service such as details about customers, drivers, jobs or expenses.
- "Launch Date" - the date when you begin full use of the Advantage Service.
- "Loadboard.live" – our loadboard system.
- "Order Acceptance Form" – any order or similar form to which these terms and conditions are attached.
- "Month" – calendar month.
- "Service(s)" – our Advantage, Loadboard.live and Storage.live services together with any related services.

- Storage.live – our storage system.
- “User” - people or organisations using our Service (whether or not registered with us).

4. Changing these terms and conditions

THIS SECTION EXPLAINS HOW AND WHEN WE CAN CHANGE THESE TERMS AND WHAT YOU CAN DO IF YOU DISAGREE

- 4.1 We may change these terms and conditions by giving you at least 14 days’ notice unless a more urgent change is needed to comply with law/regulation or to deal with an unforeseen and imminent danger.
- 4.2 If you don’t agree to the new terms and the changes are important and not intended to reflect changes to law/regulation, you can email us (to the address below) to end this contract on the day before the new terms take effect. Otherwise, the new terms will apply.

5. Behaviour when using our Service

THIS SECTION EXPLAINS THE BEHAVIOUR AND OTHER REQUIREMENTS TO USE OUR SERVICE

- 5.1 You agree not to do any of the following in connection with our Service:
- break the law or infringe anyone else’s rights;
 - send, store, display or link to unlawful, infringing or otherwise inappropriate Content;
 - victimise or harass other people;
 - use offensive, obscene, abusive, discriminatory or other inappropriate language or images;
 - deceive or mislead anyone;
 - send, store, display or link to any Content that includes someone else’s personal information unless that person is 18 years or over and you have obtained their written consent or you are otherwise legally permitted to do so;
 - impersonate anyone;
 - use our Service to help you compete with us or to infringe our rights;
 - disrupt our Service, e.g., spam, viruses or phishing;
 - interfere with or damage our Service or gain unauthorised access to any part of our system, data, passwords or otherwise;
 - intercept or modify communications;
 - impose an unreasonable load on our Service;
 - deliberately exploit any bugs found within our Service;
 - get around any security features including those designed to stop copying of Content; or
 - attempt, encourage or assist any of the above.
- 5.2 You agree to:
- tell us immediately if you became aware of any problem with the Service;
 - take reasonable steps to keep your own relevant systems free of viruses and otherwise secure and tell us immediately if there is any issue;
 - comply with the guidance/requirements on our Service; and
 - cooperate reasonably with us in relation to our Service.

- 5.3 You agree to ensure that any contact or other information that you supply to us is accurate and not misleading and you will tell us if there are any important changes.

6. Setting up Advantage

THIS SECTION COVERS THE STEPS INVOLVED IN SETTING UP THE ADVANTAGE SERVICE INCLUDING SET UP, TRAINING AND LAUNCH.

- 6.1 Subject to your signature of the Order Acceptance form and payment of the first instalment of our development fee, we agree to develop and set up the Advantage Service for you. We will use reasonable endeavours to comply with any agreed deadline but we do not guarantee that this will be achieved.
- 6.2 Once the set-up is complete, we will send you the login details to access the Service (i.e., "the Access Date"). We agree that within four weeks after the Access Date (or, if later, after we have finished making any changes to the Service at your request) and subject to payment of the second instalment of our development fee, we will supply a single online training session for those of your Users who will train your other Users.
- 6.3 You are responsible for setting, and informing us of, the date that you wish to begin full use of the Advantage Service (i.e., "the Launch Date"). You are entitled to end the contract by giving us email notice at any time before the Launch Date. Unless you and we agree otherwise in writing, the contract will automatically end if the Launch Date does not occur within four weeks following the Access Date. There will be no refund of any fees if the contract ends in either of the above circumstances.

7. Disclaimers

THIS SECTION CONTAINS SOME IMPORTANT "DISCLAIMERS" REGARDING OUR SERVICES GENERALLY

- 7.1 If you use the features of our Service enabling a "walkaround" check of your own transport vehicle or an inspection of a vehicle or other item you are collecting, you acknowledge that the Service is limited to certain default criteria and it is your responsibility to satisfy yourself that those criteria are suitable for you. We may agree to create extra criteria for you subject to payment of our fees applicable to such additional work. You acknowledge that creating extra reporting criteria beyond the standard reporting criteria provided in our Service is also a chargeable Service. We will always agree a fee with you first before we start any chargeable work.
- 7.2 It is your responsibility to make frequent exports/back-ups of all your Content that you wish to save. This applies even if we provide a backup service as this is intended as a fallback only. Our backup Service is subject to the restrictions stated in the relevant service specification including as to frequency of backups (daily unless otherwise stated), storage period and restoration of backup files. We are not responsible for loss or damage to your Content that you could have backed up. (Separate obligations apply to backup of personal information that we process in our capacity as a processor – see the Annex below.)
- 7.3 You are responsible for taking your own tax advice, for charging and accounting for any VAT or other taxes due on sales made on Loadboard.live and for checking the

accuracy and suitability of any invoices, delivery forms or other documents generated through the Service.

- 7.4 You accept the risk that for whatever reason alerts and notifications may not be correctly sent out by our Service or received by the intended recipient and you agree to make your own checks, enquiries and follow-ups as appropriate.

8. Providing or Receiving Carrier Services on our Loadboard.live platform

THIS SECTION COVERS THE MAIN ASPECTS OF USING LOADBOARD.LIVE INCLUDING THE RESPONSIBILITIES OF CUSTOMERS AND CARRIERS WHEN DEALING WITH EACH OTHER.

Disclaimer

8.1 Important:

- If you use Loadboard.live as a Carrier, it is your responsibility to include all relevant information in your profile including any terms and conditions that you want to apply to any Carrier Services Contract as well as any information that Customers are likely to require such as details of your relevant insurance cover.
- If you use Loadboard.live as a Customer, it is your responsibility to carefully check the information provided by the relevant Carrier including its terms and conditions and insurance cover before you send or make available any job to a particular Carrier. You also agree to ensure that your job postings include all relevant information and conditions relating to that job.
- Whether you are a Customer or a Carrier, you are responsible for satisfying yourself as to the suitability of the other User with whom you intend to contract. While we may or may not make enquiries about Users such as asking them to provide certain information about them and their services, you agree that we do not endorse or recommend any User. We are not legally responsible for the accuracy of, or otherwise in relation to, any Content provided by Users or for any dealings between Users. You rely on such information and deal with other Users at your own risk.

Forming a Carrier Services Contract

- 8.2 Loadboard.live is a neutral platform where independent Carriers can arrange to supply Carrier Services to Customers. We do not supply those services ourselves. Any Carrier Services Contract is between the respective Carrier and Customer and the terms are for the parties to agree providing that they are consistent with this agreement. We are not a party to the Carrier Services Contract itself. You acknowledge that any legal claim arising from breach of the Carrier Services Contract is against the other party to the Carrier Services Contract and not against us.

- 8.3 You also separately agree with us that you will comply with each Carrier Services Contract.

- 8.4 You agree that we are entitled at any time to end or suspend any Carrier Services Contract by giving notice by email if we consider that either party has broken this platform contract or this platform contract ends or it is necessary to protect either party.

The Carrier's obligations to the Customer

- 8.5 Except to the extent that the parties agree otherwise, the Carrier agrees that in connection with supply of Carrier Services to the Customer:
- it will comply with all applicable laws and regulations as well as any applicable industry and professional standards;
 - it has and will maintain the necessary abilities (including licenses, permissions, qualifications, skills, training, expertise) as well as appropriate insurance cover;
 - it will supply the Carrier Services with reasonable skill and care;
 - it will take reasonable steps to comply with agreed pick-up and delivery times; and
 - it will keep the Customer reasonably informed of progress of the job including any delays and of any damage or loss to any vehicle or other transported item.

Dealings

- 8.6 You agree to deal with other Users in a polite and professional manner and to respond promptly to communications from other Users.
- 8.7 You agree to cooperate reasonably with the Customer/Carrier and to supply information that they reasonably request.

Complaints

- 8.8 If you have any complaint about another User, you must tell us immediately by email. We may in our discretion help to try and resolve the dispute, but we do not promise to get involved.

Not circumventing our platform

- 8.9 You agree not to use our platform with a view to dealing with other Users outside the platform.

For Carriers only

- 8.10 You acknowledge that jobs are made available to Carriers on a first come, first served basis.
- 8.11 You accept that use of our Service of itself may not necessarily enable compliance with all applicable laws and regulations concerning the Carrier Services Contract and the Carrier Services.
- 8.12 You agree to immediately disclose to us any conviction or disciplinary finding or anything else which is likely to be relevant to our decision to accept or retain you on the Service and to tell us immediately of any relevant change to your circumstances, for example any changes to your relevant licences or insurance cover.
- 8.13 You accept that we do not guarantee that use of our Service will generate any particular level of revenues or suitable enquiries.

9. Paying us

THIS SECTION EXPLAINS ABOUT PAYMENT FOR ADVANTAGE AND LOADBOARD.LIVE

Advantage

- 9.1 You agree to pay our development fee for Advantage as follows (unless otherwise stated on the Order Acceptance Form):

- 50% on signature of the Order Acceptance Form;
- 25% on the Access Date; and
- 25% on the Launch Date.

9.2 You agree to pay our monthly fees for Advantage on the first day of each Month starting on the Month after the Launch Date. If there is any increase in the number of your Users (i.e., back office and drivers) on whom the monthly fees are based, the higher fee will take effect from the following Month.

9.3 We may change our monthly prices by giving you at least 60 days' notice in writing. If you do not agree with the new price, you should give notice to end the contract at the end of the current contract period. Otherwise, the next renewal of the contract will be at the new price.

9.4 You agree that any additional development you require whether before or after the Launch Date that goes beyond our standard Service is subject to our agreement and to payment of our additional fees. We will agree these fees with you before we start work.

Loadboard.live

9.5 Our fee for Loadboard.live is payable by any Carrier who accepts a job. Our fee is the specified percentage of the fixed job price (excluding the VAT component) agreed between Customer and Carrier for the job. The percentage that we quote excludes VAT on our own fee unless otherwise stated. Unless we agree otherwise in writing, our fee is non-refundable even if the job is cancelled or the parties dispute the job.

9.6 We are entitled to increase our fee at any time by giving you notice in writing. If so, the new fee will apply to any job that you accepted thereafter.

9.7 You pay for Liveboard.live fees by buying credits. We are allowed to automatically redeem credits to pay our fees whenever due. If you obtain credits, you must check that they have been correctly credited to your account and tell us immediately if not. You are only allowed to accept a job from a Customer if you have sufficient credits in your account to pay our fee.

9.8 Credits can only be redeemed within our Service. Credits do not have any inherent value and they are not your own private property. Credits are for your personal use only. You agree not to sell or transfer them or make them available to anyone else or attempt or encourage anyone else to do so.

9.9 We will refund any unused credits when this contract ends provided that you have not breached the contract and subject to our right to deduct any payment due to us. We do not otherwise provide any cash or refunds for credits (except as required by law).

General

9.10 Our invoices are payable immediately unless otherwise stated on the invoice.

- 9.11 You authorise us and our payment provider to charge your payment card for the relevant amounts or otherwise take payment whenever payments are due in accordance with this agreement. It is your responsibility to update your payment card details as necessary.
- 9.12 You agree that you are legally bound by the terms and conditions of any payment providers whose services you use on our Service. We aren't responsible for what they do or don't do.
- 9.13 All fees quoted exclude any applicable VAT unless otherwise stated.
- 9.14 You must make all payments without any set-off, counterclaim or any other deduction. Time shall be of the essence for all payments under this agreement.
- 9.15 If any amount due to us is unpaid (including unjustifiable chargeback), without prejudice to any other remedy that may be available to us, we may charge you: (1) a reasonable additional administration fee; (2) the amount of any third party charges imposed on us; and/or (3) interest (both before and after judgment) on the amount unpaid at the rate for the time being that would be applicable if the debt were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.16 We may offer discount codes from time to time. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered and are not transferrable or redeemable for cash. Unless otherwise stated: codes (1) are only available for future new orders placed online; (2) cannot be used retrospectively; (3) can only be redeemed once per customer; and (4) expire after 12 months. You cannot use more than one discount code per transaction unless we state otherwise; if we do so, the order in which the codes are to be applied is in our sole discretion. We reserve the right to reject any discount code if we consider that it is being used in breach of these terms. Discount codes are subject to any additional specific terms and conditions which are specified at the point of issue. We reserve the right to discontinue or otherwise modify any discount codes at any time without prior notice.

10. Support

THIS SECTION EXPLAINS THE EXTENT OF OUR SUPPORT SERVICE

- 10.1 The Service includes support only through support ticketing system via support@hnfconsultancy.com and any other specified contact methods. Any support service is only intended to address configuration and proper use of, or any errors or interruptions arising from, our Service. We may in our discretion provide additional support beyond that expressly contracted for but we reserve the right to charge for such additional support at our then current standard rates. We will always tell you in advance before providing any support which is chargeable.
- 10.2 Unless we say otherwise, support is only available between 9am and 5pm (excluding non-business days in England) and we do not guarantee any particular response times or outcomes. Any response times given are English business hours/days unless we say otherwise.

- 10.3 In any event, we are not obliged to supply support (and to charge extra if we agree to provide support):
- if you owe us any money or have otherwise breached this contract;
 - that cannot be provided remotely;
 - for faults arising from external or malicious causes such as third party software or hardware, power surges, acts of God, viruses or denial of service attacks;
 - if there have been any alterations or repairs to software or hardware not authorised by us; or
 - arising from misuse or incorrect use of the relevant software or hardware.

11. Your Content (e.g., profiles, job listings and Input Data)

THIS SECTION CONTAINS CERTAIN PROMISES BY YOU REGARDING YOUR CONTENT AND GIVES US SOME RIGHTS INCLUDING TO REMOVE/DELETE/DISCLOSE THE CONTENT IN CERTAIN CIRCUMSTANCES

- 11.1 You are responsible for your Content.
- 11.2 You agree that you have (and will keep) all rights needed to enable us to use your Content as contemplated by the Service and these terms and conditions.
- 11.3 We are entitled (without telling you or giving you a refund) to reject, suspend, alter, remove or delete Content or to disclose to the police or other relevant authorities or to a complainant any Content or behaviour if it is the subject of complaint or where we have reason to believe that it breaches our terms and conditions, or that such steps are necessary to protect us or others, or that a criminal offence may have been committed, or where required by law or where requested by the police or other appropriate authorities.
- 11.4 We are not legally responsible if your Content is misused by others. You must take reasonable care when deciding which Content to display on or send via our Service.
- 11.5 We may place advertisements near or within your Content. If so, we retain all revenue from such advertisements.

12. Other peoples' services / advertising / websites

THIS SECTION EXPLAINS THAT WE AREN'T RESPONSIBLE FOR ADVERTISING ETC BY OTHER PEOPLE ON OUR SERVICE

- 12.1 We may display other peoples' services, advertising and/or links to other websites. We do not recommend or endorse, nor are we legally responsible for, any of these. You use them at your own risk.

13. Our guidance

THIS SECTION EXPLAINS THAT YOU RELY ON ANY GENERAL GUIDANCE AT YOUR OWN RISK

- 13.1 If we ourselves provide any general guidance or other similar information on or via our Service, we do not guarantee that it is accurate or up to date or relevant to you and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its

accuracy and suitability for your purposes. You rely on such information at your own risk.

14. If you create an account on our Service

THIS SECTION TELLS YOU ABOUT OBLIGATIONS AND RESTRICTIONS THAT APPLY WHEN YOU SET UP AN ACCOUNT INCLUDING YOUR RESPONSIBILITY FOR YOUR AUTHORISED USERS OR OTHERS WHO USE YOUR ACCOUNT

- 14.1 Your account is non-transferable. You agree not to allow any other person to use your account except to grant access to authorised Users in accordance with the functionality of our Service. You agree to take reasonable care to keep your login information confidential and to tell us immediately of any apparent breach of security such as loss or misuse of a password. You are responsible for authorised Users and for people who use your account or identity (unless and to the extent that we are at fault).

15. Ending or suspending this contract

THIS SECTION EXPLAINS WHEN AND HOW YOU OR WE CAN END (OR SUSPEND) THE CONTRACT AND, IF SO, WHAT HAPPENS.

- 15.1 Either party can end the contract insofar as it relates to Loadboard.live at any time by email to the other.
- 15.2 This contract insofar as it relates to Advantage lasts for 18 months (or any alternative initial period stated in the Order Acceptance Form) from the first day of the Month after the Launch Date and rolls over for subsequent 12-month terms unless either party gives written notice to end the contract at least 30 days before the end of the then-current term. Notice must be given by email. Ending the contract does not entitle you to a refund.
- 15.3 Either party may end this agreement immediately on notice in writing if the other:
- is in material breach of its obligations under this agreement and (where remediable) has failed to substantially remedy the breach within 14 days after notice in writing is given to the defaulting party specifying the breach; or
 - suffers, or threatens to suffer, any form of insolvency, receivership, administrative receivership, administration or ceases, or threatens to cease, to carry on business.
- 15.4 We are entitled at any time to end this contract if we terminate the relevant part our Service if in our reasonable opinion it is necessary to do so for security, technical or operational reasons. If so, we will refund in full any monthly fees already paid which relate to the period after the contract ends.
- 15.5 If this contract ends:
- It still continues insofar as necessary to facilitate any pending Carrier Services Contracts you entered into before termination unless we end those contracts.
 - Subject to the above, your right to use our Service (including Apps) and all licences are terminated.
 - We are allowed to delete your Content without telling you. (See below about return/deletion of Content where we are a processor.)

- Existing rights and liabilities are unaffected.
- All clauses in this contract which are stated or intended to continue after termination will continue to apply.

15.6 We are entitled to suspend part or all of our Service or impose restrictions on our Service if:

- you have breached the contract;
- any fees payable by you are unpaid or unjustifiably charged back;
- acting reasonably, we think that it is necessary to protect you, us or others;
- we are required to do so by applicable law or regulation or to comply with an order, instruction or request from a competent authority; or
- you or anyone on your behalf acts inappropriately towards our staff.

15.7 If we suspend our Service, you remain responsible to pay for our Service during the period of suspension if you were at fault. We are entitled to make resumption of a suspended Service subject to reasonable conditions including payment of a reasonable reconnection fee.

16. **If our Service doesn't work properly**

THIS SECTION EXPLAINS THAT WE DON'T PROMISE THAT OUR SERVICE WILL BE UNINTERRUPTED

16.1 We do not guarantee that the Service will be uninterrupted or error-free or that any Content generated, stored, transmitted or used via or in connection with the Service will be complete, accurate, secure, up to date, received or delivered correctly or at all.

16.2 We are entitled without notice and without liability to suspend the Service for repair, maintenance, improvement or other technical reason. For any planned maintenance we will endeavour to provide reasonable notice.

16.3 You acknowledge that technology is not always secure and you accept the risks inherent in use of the Internet or other technology for the purpose of the Service.

17. **Compatibility of App**

THIS SECTION EXPLAINS THAT WE DON'T GUARANTEE OUR APP IS OR WILL REMAIN COMPATIBLE WITH YOUR DEVICES

17.1 We do not guarantee that the Apps is or will be compatible with any particular mobile devices or associated operating systems (OS's). You acknowledge that the supplier of the device or OS may issue an update that causes our App to stop working. We may issue App updates; if so, you may not be able to use our App properly or at all until you have downloaded the update.

18. **Restrictions on our legal responsibility – very important**

THIS SECTION LIMITS OUR LEGAL RESPONSIBILITY IN VARIOUS WAYS AND MAKES YOU RESPONSIBLE FOR CERTAIN LOSSES WE SUFFER, EG IF YOU BREACH THE CONTRACT

18.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference

to us includes our employees and agents, who have the right to enforce this agreement.

- 18.2 Our liability of any kind (including our own negligence) for any act or omissions or series of connected acts or omissions is limited to the total fees paid or payable by you to us in connection with our Service in the 12 months before the first act or omission complained of.
- 18.3 In no event (including our own negligence) will we be liable for any of the following (even if we have been advised of the possibility of any such losses): economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings); or loss of goodwill or reputation; or special, indirect or consequential losses; or damage to or loss of data.
- 18.4 You will indemnify us against all claims and liabilities arising out of or in connection with your use of the Service and/or breach of this agreement (except insofar as we are at fault).
- 18.5 To the extent allowed by law, you and we exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this agreement.
- 18.6 This agreement constitutes the entire agreement between us with respect to its subject matter and supersedes any previous communications or agreements between us. We both acknowledge that there have been no misrepresentations and that neither of us has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.

19. Intellectual property rights (IP)

THIS SECTION EXPLAINS THAT YOU AND WE REMAIN OWNERS OF COPYRIGHT AND OTHER IP RIGHTS IN OUR RESPECTIVE CONTENT AND HOW WE ALLOW EACH OTHER TO USE THE CONTENT

- 19.1 You allow us at no cost during the period of this agreement to use your name, trade marks and branding insofar as reasonably necessary for the purposes of our Service.
- 19.2 We and/or our partners own the intellectual property rights in all Content (excluding your Content and that of other Users) and in all Apps used on or in connection with our Service. We license you and your Authorised Users to use such material for your own business's reasonable use only. You must not otherwise use such material including copying, publishing, selling or adapting it or taking extracts from it unless we specifically say so in writing (except to the extent specifically allowed by this agreement). You must not misrepresent the ownership or source of such material, for example by changing or removing any legal notices or author attributions.
- 19.3 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to any Content on our Service without our specific prior written consent.
- 19.4 You must not reverse-engineer or decompile any of our Apps in any way (except to the extent allowed by applicable law). You must not alter or create or use a modified or derivative version of our Apps or distribute or sublicense our Apps to third

parties. You must take reasonable steps to ensure that our Apps are not disclosed to any third party.

20. Your personal information

THIS SECTION DIRECTS YOU TO OUR PRIVACY POLICY

20.1 You agree that we can deal with your personal information in accordance with our Privacy Policy <https://www.hnfconsultancy.com/privacy-policy/> which may change from time to time. However, separate requirements apply where we act as a “processor” – see below.

21. Personal information that we handle as a “processor”

THIS SECTION SETS OUT OUR GDPR OBLIGATIONS WHERE WE ACT AS A PROCESSOR RATHER THAN A CONTROLLER

21.1 This clause applies to personal information we handle as a “processor” including any personal information within Input Data. You are the “controller” of this information. We process it during the contract to enable us to provide our services to you. It is your responsibility to comply with your legal duties as a controller of such data.

21.2 We agree to the following in relation to such data:

- to process it only in accordance with your documented instructions including as set out in this agreement (unless the law requires otherwise in which case we will tell you);
- if we transfer it outside the UK or European Economic Area to ensure that the recipient is bound by the applicable “standard contractual clauses” created by the ICO or to comply with any alternative legal basis for such transfer;
- to ensure that anyone we allow to deal with the data is under a confidentiality obligation;
- to take, and regularly review, appropriate security measures in accordance with data protection law including those listed in the Annex below and get your approval before making any important changes;
- not to subcontract any processing without your authorisation and you are deemed to authorise any sub-processors listed in our Privacy Policy <https://www.hnfconsultancy.com/privacy-policy/> to give you at least 14 days’ notice of any new sub-processor and you will be deemed to agree if you don’t object within that time; if you do object, we can end this contract or just the part relating to use of the new sub-processor;
- to impose on the sub-processor the same obligations as those we have under this agreement but we remain fully liable to you for the sub-processor’s obligations;
- to take reasonable steps to help you comply with your own data protection obligations including regarding data subject requests, security, notifying data breaches and data protection impact assessments;
- unless we are legally required to retain the data, to delete it after 14 days following the end of the contract during which period you should export the data or contact us to request return of the data if wish to retain it;
- to provide you with all information necessary to show that we have complied with our data obligations and to allow and cooperate with audits and inspections by you and your auditor; and

- to tell you immediately if we think that an instruction you give us doesn't comply with data protection laws.

22. Confidentiality

THIS SECTION IMPOSES CONFIDENTIALITY OBLIGATIONS ON YOU AND US

- 22.1 Both parties shall during this agreement and thereafter in respect of the other party's confidential information (meaning information in any form of a clearly confidential nature obtained in connection with this agreement):
- make reasonable efforts to keep it confidential and secure, using as a minimum the same degree of care as it uses to protect its own confidential information;
 - not disclose it to anyone else (except professional advisers or employees who need to know the information); and
 - only use it for the purpose of this agreement.
- 22.2 The confidentiality requirements above shall not apply to information which:
- becomes publicly known other than through a breach of this agreement;
 - can be shown to have been known to the receiver before the disclosure took place;
 - is lawfully obtained from a third party;
 - is disclosed under legal, accounting or regulatory requirements; or
 - is disclosed to any person with a bona fide and legitimate interest in such information who enters into a confidentiality agreement on similar terms to this clause including, but not limited to, a prospective purchaser of or investor in the business of either party and provided that such person undertakes only to use the information for the purpose of such bona fide and legitimate interest.

23. General

THIS SECTION CONTAINS SOME FINAL GENERAL INFORMATION ABOUT HOW THIS CONTRACT WORKS

- 23.1 Neither party is liable for failure to perform or delay in performing any obligation under this agreement (excluding payment) if the failure or delay is caused by any circumstances beyond that party's reasonable control including third party telecommunication failures and epidemics/pandemics.
- 23.2 Any notice required by this agreement to be given by any party in writing may be given by hand or sent (by special delivery within the UK or by international signed for post outside the UK) to another party at its registered office or such other address as that party may notify to the other party for this purpose from time to time or (unless stated otherwise) by email.
- 23.3 You may not assign or transfer any of your rights or obligations under agreement without our prior consent in writing not to be unreasonably withheld or delayed except that you have the right without our consent to assign the benefit of this agreement in connection with the sale of all or substantially all of your assets.

- 23.4 The failure of a party to exercise or enforce any right under this agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 23.5 If any provision of this agreement is held to be unlawful, void or unenforceable in whole or in part, this agreement shall continue in force in relation to the unaffected provisions and the remainder of the provision in question, and the parties will renegotiate the offending provision in good faith to achieve the same objects.
- 23.6 Save insofar as expressly provided otherwise in this agreement, no third party may enforce any clause in this agreement under the Contracts (Rights of Third parties) Act 1999.
- 23.7 The relationship of the parties is that of independent contractors. Except as otherwise stated in this agreement, nothing in this agreement shall constitute the parties as partners, joint venturers or co-owners, or constitute any party as the agent, employee or representative of the other(s), or empower any party to act for, bind or otherwise create or assume any obligation on behalf of the other(s), and no party shall hold itself out as having authority to do the same.
- 23.8 You agree that, during this agreement and for 24 months thereafter, you will not either for yourself or for or in conjunction with anyone else solicit, employ, engage or entice away or attempt to do so any employees or subcontractors used by us, or by any company connected with us, to supply the Service.
- 23.9 This contract is subject to the law, and exclusive jurisdiction of the courts, of England and Wales.
- 24. Information about us**
- 24.1 Company name: H.N.F. Consultancy Limited
- 24.2 Country of incorporation: England and Wales
- 24.3 Registered number: 04961482
- 24.4 Registered office and contact address: Riddles Granary, Riddles Road, Borden, Sittingbourne, Kent, ME9 8HP
- 24.5 Email address: support@hnfconsultancy.com
- 24.6 Other contact information: See our website/contact page
- 24.7 VAT number: GB 831398028

ANNEX – SECURITY MEASURES

We will implement the following measures in connection with personal information that we handle as a processor:

- To prevent unauthorised persons from gaining access to data processing systems in which personal information are processed (physical access control), we shall take measures to prevent physical access.

- To prevent data processing systems from being used without authorisation (system access control), the following may, among other controls, be applied depending upon the particular Services ordered: authentication via passwords and logging of access on several levels. For Cloud Services and Dedicated Server Services hosted we will take reasonable steps to ensure that (i) logical access to the data centres is restricted and protected by firewall/VLAN; (ii) the following security processes are applied: centralised logging and alerting; and (iii) firewalls are implemented.
- To ensure that persons entitled to use data processing systems only have access to the personal information to which they have the relevant access privileges, and that personal information cannot be read, copied, modified or removed without authorisation in the course of processing and/or after storage (data access control), personal information is accessible and manageable only by properly authorised staff, direct database query access is restricted, and application access rights are established and enforced.
- To ensure that personal information cannot be read, copied, modified or removed without authorisation during electronic transmission or transport, and that it is possible to check and establish to which entities the transfer of personal information by means of data transmission facilities is envisaged (transmission control), we will comply with the following requirements: Transfers of data outside the Service environment are encrypted (HTTPS). The content of communications (including sender and recipient addresses) sent through some email or messaging services may not be encrypted once received through such services. You are solely responsible for the consequences of your decision to use nonencrypted communications or transmissions.
- To ensure that it is possible to check and establish whether and by whom personal information have been entered into data processing systems, modified or removed (input control), we will comply with the following requirements: personal information source is under your control, and personal information integration into the system is managed by secured file transfer (i.e., via web services or entered into the application) from you.
- To ensure that personal information is protected against accidental destruction or loss: backups are taken on a regular basis; back-ups are encrypted and are secured.
- To ensure that personal information which is collected for different purposes may be processed separately, data from different controllers' environments is logically segregated on our systems.