

## Data Room – Terms of Service Agreement

These Terms of Service set forth the conditions upon which Data Send UK provides its proprietary Data Room service. Your compliance with this Agreement is expressed by clicking "Accept" when entering the Data Room, at which point you agree to be bound by this Terms of Service Agreement. Data Send UK reserves the right to make revisions to the Terms of Service and by continuing to use the service you agree to be automatically bound by the revised Terms of Service.

### General Terms

1. You are responsible for maintaining the security of your Account and password. Data Send UK is not liable for any loss or damage from your failure to maintain adequate security.
2. You are responsible for all data uploaded and downloaded and all other activity that occurs under your Account, even if the data is uploaded or downloaded by another person.
3. You may not use the Service for any illegal, inappropriate or unauthorised purpose. In your use of the service, you must not violate any laws (including but not limited to copyright laws).
4. As long as this Agreement is in force and you are complying with all of its terms, we give you permission to use the Service. Otherwise you are not permitted to use the Service.

If you violate any of these agreement terms, we may, at our sole discretion, terminate your Account. While we try to prohibit illegal, inappropriate or unauthorised conduct and content on the Service, you understand and agree that we are not responsible for the data uploaded to, and accessed by, the Service, and it is possible that you may be exposed to such materials. You agree to use the Service at your own risk.

### Protection of Personal Data

The parties acknowledge that, for the purposes of this Agreement: -

- 1: Clients and their associated users – would generally be classed as "Controller"
- 2: Data Send UK – would be classed as "Processor" during the term of the storage period only.

The parties acknowledge that the factual arrangement between them dictates the classification of each party as either a Controller or Processor under Applicable Data Protection Law. Notwithstanding the foregoing, the parties acknowledge that:

- where Personal Data is not accessible or likely to be accessible by Data Send UK, Data Send UK will not be a Processor.
- each party shall comply with its obligations set out in the Data Protection Specification. (Article 28, GDPR)

To the extent that Data Send UK's performance of its obligations under the Agreement involves the Processing of Personal Data on your behalf, while it is stored on its servers, you shall ensure:

- you are not subject to any prohibition or restriction which would prevent or restrict you from disclosing or transferring such Personal Data to Data Send UK, as required under the Agreement; and
- you have lawful grounds for transferring such Personal Data, including (if applicable) the consent of the individual to whom such Personal Data relates (and that such consent shall be valid under Applicable Data Protection Law).

Where under Applicable Data Protection Law (including without limitation Article 82 of the GDPR and any applicable Law where you and Data Send UK may incur joint and several liability as Controller and Processor with any other person) Data Send UK incurs any costs liability damages claims or expenses (other than for damage caused by Processing only where it has not complied with obligations of applicable DPA Regulation specifically directed to Data Processors or where it has acted outside or contrary to your lawful instructions under the Agreement), you shall indemnify Data Send UK on demand against all such costs liability damages claims or expenses, save for such liability as corresponds directly to Data Send UK's part of the responsibility for the damage caused by Data Send UK's breach of the obligations of Applicable Data Protection Law or the Agreement.

The client user acknowledges and agrees that Data Send UK shall not be responsible for any transfers of Personal Data outside the UK Economic Area, which occur when Users access the Service through a browser from a country, or territory outside the UK Economic Area.

### **Processing Personal Data**

Each party warrants that it shall:

- Maintain such records in relation to the nature of the processing of the Personal Data as may be required under applicable Data Protection Laws, and, on request, make those records available to any supervisory authority or government authority.
- the Client acknowledges that Data Send UK only store the data for the duration of the purchased contract term. Audit records are available to export from within the application and it is the responsibility of the "Client" to make sure they have exported these records from within the application as required.
- provide such information as may reasonably be required by the other party to comply with its obligations.
- on request, co-operate with any supervisory authority or government authority in relation to the processing of Personal Data pursuant to this Agreement.

Data Send UK Warrants that it shall:

- only process the Personal Data in accordance with what is required to provide its product or service and in compliance with all Data Protection Laws. In the event that Data Send UK is under a legal obligation to Process the Personal Data for some other reason, it shall inform the Client prior to such processing, except to the extent prohibited by law.
- implement appropriate technical, security and organisational measures **in accordance with the current international security standard ISO27001:2017**
- Data Send UK is audited annually by the British Assessment Bureau (the 3<sup>rd</sup> party auditor) Extensive record keeping and internal company policies covering all aspects of information security, such as - risk assessments, human resources, internal training, internal audits, business continuity, are in place and implemented as part of the requirements of this certification. Evidence of compliance to these policies and standards can be provided when requested under a non-disclosure agreement. (NDA)
- in the event of a "Security Breach" notify all parties as required under the Applicable Data Protection Law and will provide co-operation, as may reasonably be required in relation to any complaint, notice, communication or request which is notified to the Client.
- remove any personal data that is currently available if requested in a timely manner.

### **International Clients**

You acknowledge and agree that if you are a business located in a territory outside the UK Economic Area, it is your responsibility to ensure compliance with Applicable Data Protection Law (or equivalent) in relation to transfers of your personal data from Data Send UK to you.

### **Business Continuity**

Data Send UK warrants that it has and will undertake to maintain a business continuity plan for its operations that is consistent with the international standards ISO 27001:2017. While Data Send UK takes all steps provided in the Agreement to protect your data, this does not constitute an absolute guarantee that a third party will not try to access, interrupt, delete or compromise your data. You are therefore responsible for determining the ultimate safety and integrity and backup of your data.

### **Consequential Losses**

Data Send UK is not in a position to assess any consequential loss which the Client may suffer as a result of any failure of the Services, or any other default on the part of Data Send UK and it would be impractical and uneconomic for Data Send UK to insure against such liability. Accordingly, it is the responsibility of the "Client User" to properly assess any consequential loss that it and/or its clients may suffer and to obtain and maintain adequate insurance in relation to such losses. The Client shall also ensure that it has adequate insurance cover in relation to any loss or damage which may be caused to Data Send UK and/or its clients through the negligence or default of the Client, its employees, agents, or equipment. The Client shall, as and when requested, provide Data Send UK with such evidence as Data Send UK may require in relation to the Client's insurance.

## Indemnity

The Client agrees to indemnify and keep Data Send UK and its directors, partners and employees fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by it or them and arising from any of the following:

- (i) the Client's breach of this Agreement or its negligence or other act, omission or default;
- (ii) the operation or break down of any equipment or software
- (iii) the Client's use or misuse of the Services
- (iv) the Client infringing (whether innocently or knowingly) any third party rights (including without limit IPRs).

## Limitation of Liability

In no event will Data Send UK be liable to you or to any third party for damages of any kind out of or in connection with the use of its services.

## Warranty Disclaimer

The Client acknowledges that the allocation of risk in this Agreement reflects the price paid for the Services. Data Send UK makes no warranty that the service will be available on an uninterrupted or error free basis. If any exclusion or limit of liability in this Agreement is held to be invalid and Data Send UK becomes liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the Client for the Services.

Neither Data Send UK nor anyone else who has been involved in the creation, production or supply of the Services, Hardware or Software shall be liable to the Client or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this Agreement or the Services, Hardware or Software for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, revenues or anticipated savings, or (iii) damage to the Client's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and the Client shall indemnify Data Send UK from and against any claim which may be made against Data Send UK in respect thereof.

You acknowledge and agree that Data Send UK will not be held responsible for any loss of data or damage to any computer system as a result of the use of its service.

## Copyright and Data Ownership

Data Send UK claim no intellectual property rights over the data you upload to the Service. Your uploaded materials remain yours. Data Send UK does not pre-screen uploaded data, but Data Send UK has the right (but not the obligation) in its sole discretion to refuse or remove any data that is available via the Service.

The look and feel of the Service, as well as software code written to create the Service, is copyrightable material owned by Data Send UK and its partners, and all rights are reserved. You may not duplicate, copy, or reuse any portion of any material comprising the Service except according to the terms of this Agreement without express written permission from Data Send UK and its partners.

## Responsibility

The Client has sole responsibility for all User Files stored on Data Send UK servers by using the service. You acknowledge and agree that Data Send UK will not be responsible for any failure of the service, for the deletion of a User File stored on the servers, or for any corruption or loss of any data, information, or content.

## Cancellation and Termination

1. **You may cancel your service Account at any time by contacting us directly.**  
By email please use [cancel@datasend.co.uk](mailto:cancel@datasend.co.uk)
2. The minimum service period for a Data Room is 1 month – you do have the option to pay monthly (pay as you go). In this instance you just need to inform us before the next monthly renewal is due. For Quarterly or annual payments then the service would be rounded up to the nearest month end from the date your account was activated and then the remaining balance would be refunded.
3. Data Send UK, in its sole discretion, has the right to suspend or terminate your Account and refuse you any and all current or future use of the Service, or any other Data Send UK service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account and your access to your Account. Deletion of a User

- Account will also remove all associated Sub User accounts and all stored data.  
Data Send UK reserves the right to refuse Service to anyone for any reason at any time.
4. Data Send UK realise this is a business to business service, so under normal circumstances Data Send UK will contact you first before any disruptive action is taken so you can make any required provision regarding your stored data.

## Privacy Policy

This Privacy Policy also forms part of our "Terms of Service Agreement"

At Data Send UK, we strive to develop innovative services to better serve our clients. We recognise that privacy is an important issue, so we design and operate our services with the protection of your privacy in mind. This Privacy Policy outlines the types of personal information we gather when you use our web site, as well as some of the steps we take to safeguard it.

**Direct Email Marketing** - Data Send UK has a legitimate interest to process personal data relating to decision makers and budget holders in medium-to-large organisations in the UK for the sole purpose of marketing its business and services. In accordance with the GDPR Data Send UK has performed a legitimate interest's assessment the details of which are available to read on our website.

### Information Collected

The following principles apply to the personally identifying information we may ask for on our website, by email or by telephone, when making an enquiry or during an on-line purchase, that you provide to us with your consent. "Personally identifying information" is information that individually identifies you, such as your name, physical address or email address.

### The Use of Cookies

The Privacy and Electronic Communications Regulations (PECR) sit alongside the Data Protection Act and the GDPR. They give people specific privacy rights in relation to electronic communications. When visiting our website or when using our services we only use strictly necessary cookies.

These types of cookies include:-

- a user login, session cookie, these are required to be able to use our service.
- on our main website, we also use a cookie to store the contents of your shopping cart for your convenience when placing an order on-line.

These cookies are only valid during the session and are not used for any other purpose. We also do not collect or share data for analytics or marketing purposes when using our website or any of our on-line services.

### Information sharing

We do not rent, sell or distribute in any way, personally identifying information to other companies, individuals or any 3rd party. We only store customer/client personal information for internal business administration use. We restrict access to your personally identifying information to appointed Data Send UK staff only, who may need to know this information in order to operate, develop or improve our business administration and services.

### Giving consent while using the website

By contacting us via our on-line website forms or making an on-line purchase, you are asked for your contact details which will include your name and address details. We have made the request prominent and separated it from our privacy policy and terms and conditions of service, on all forms and during the checkout process. You indicate your acceptance by checking the box where indicated and can only continue by doing so.

### Giving consent while using the Data Send UK services.

When using any of our on-line services, you (the "Client User") give consent for Data Send UK to handle the data at the time of each file transfer or on when entering a Data Room. This consent applies not only to any personally identifying information you may be transferring or uploading but to all types of data. We have made the request prominent and separated it from our privacy policy and terms and conditions of service. You indicate your acceptance by checking the box where indicated or by clicking on accept. You can only continue with the service by doing so.

## How we handle your data when using our services

Your data is encrypted during transit via Secure Socket Layer (SSL)/Transport Layer Security (TLS) and also while stored on our network using the AES encryption standard. Data Send UK and its partners are all ISO27001 certified. This means all access is strictly controlled and monitored by the data controller within our organisation, and is consistent with this international standard **ISO27001:2017**

## Withdrawing consent

You can withdraw your consent very easily, simply contact us directly by: -

1: Email to [admin@datasend.co.uk](mailto:admin@datasend.co.uk)

2: Telephone on +44 (0)20 3239 5226

We will remove any personally identifying information we may have. We will act on your instruction immediately and delete such information and also provide confirmation of doing so. You can also request the same personally identifying information be removed when cancelling any of our services. When you cancel your service any stored data files are also removed that are associated with your account. We will communicate with you throughout this process.

## Secure On-line Payments

During checkout you are using a secure SSL encrypted connection, so you can enter your details and payment information securely. Each transaction is encrypted with SSL (Secure Socket Layer). We do not store any credit card details on our servers or networks. Payments are securely managed to the highest industry regulations by our payment gateway provider, Payflow/PayPal. You can be confident that your credit or debit card details are as safe and secure as possible.

## Data Room Mobile Applications IOS & Android

*Access:* - This is controlled and provided only by the client account administrator. A user can only access data they have been allocated permission to access by the client administrator.

*2 Step Authentication:* - This can be switched on by the user once logged in to the applications.

*Access Agreement:* - This information is displayed on first login of each user session and must be agreed to before the user can have any further access within the application.

*Types of User Account Data Accessed:* - the mobile apps can display the users name, address, telephone & email, and this information can be edited within the application. A user can change their password and 2 step authentication information from within the mobile applications.

*User Data Tracking:* - When a user logs in via the mobile applications or via the web portal interface, the following tracking information is gathered and stored.

- A record of their login which includes their user email and data/time and IP address location.

- a log record of any files uploaded, downloaded, deleted, and of any files that may have been previewed. All audit logs are stored securely for the duration of the client contract only.

*Secure Data Handling:* - When using the mobile applications your data is encrypted during transit via Secure Socket Layer (SSL)/Transport Layer Security (TLS) and also while stored on our network using the AES encryption standard.

*Data Sharing:* - Our service is designed to allow our clients to share business to business data between themselves, in-line with our terms of service agreements. Data Send UK does not share data with any 3rd party other than its legal requirement to provide a law enforcement agency such access as may be required.

*Data Retention & Deletion:* - Data is stored only for the period of the active contract with the client. All data is securely removed at the end of the clients required contract period. All user account data is also removed including mobile access at this point.

*Advertising Data:* - Our applications do not contain any 'in app' advertisements or purchases and no data is collected or shared with any 3rd party for advertising purposes.

## Agreement

These Terms of Service are the exclusive agreement between Data Send UK and the "Client and their associated users" regarding the use of its services.