

FC TRAINING
TERMS OF USE

Last updated: 9 May 2023

1. About us and these Terms of Use

- 1.1 The website at <https://training.fromcounsel.com/> and any associated other software programs (**Site**) is operated by FromCounsel Limited (**Supplier, FC, our, us or we**), a company incorporated in England and Wales with registered number 07258019, whose registered office is at Suite 2, 43 Bedford Street, London, WC2E 9HA.
- 1.2 These Terms of Use (**Terms**) and any Subscriber Agreement together with our [Privacy & Cookies Notice](#) govern the access to and use of the Site and the Content (as defined below) by each User (**you**). Any use by you of other areas of the website at www.fromcounsel.com (excluding the Site) is subject to the FC Site [Terms of Use](#).
- 1.3 We may modify these Terms from time to time. We will use reasonable endeavours to notify you of any material amendments to these Terms by placing a clear notice about them on the Site or by other means, but do not guarantee to do so. By using the Site and in consideration for us permitting you to use the Site and the Content (as defined below), you agree to be bound by these Terms and our [Privacy & Cookies Notice](#) as modified from time to time. Use of the Site includes accessing and browsing the Site.
- 1.4 Please review these Terms and our [Privacy & Cookies Notice](#) whenever you use the Site as any changes are binding on you from the date that we make them.

2. Definitions

Access Details means the login details used by each User to access the FC Site.

Authorised User means any director, partner, employee or consultant of a Customer who is permitted to access the Site pursuant to a Subscriber Agreement.

Cessation means suspension or cancellation of your access to the Site and the Content or termination or expiry of the Subscriber Agreement granting you such access.

Confidential Information means any information concerning the business, affairs, customers, clients or suppliers of the Supplier or a Customer, including the Content.

Content means any and all content, audio, video, materials, text, images, speech, publications, articles, documents, know-how, files, and software from time to time contained or comprised in the Site.

Customer means any law firm, company, business, organisation or person who enters into a Subscriber Agreement.

FC Site means the website at www.fromcounsel.com.

Force Majeure Event means any events, circumstances, acts or omissions which are beyond our reasonable control, including (a) failure of any utility service or transport or communications network or third party hosting supplier or computer software, (b) strikes, lock-outs or industrial

disputes, (c) war, riot, civil commotion or malicious damage to property (including to computer systems and software) (d) compliance with any law or governmental order, rule, regulations or direction, (e) accident or breakdown of a plant, machinery or computer systems, (f) epidemic, pandemic or outbreak of disease, and (g) fire, flood, storm or other natural disaster.

Indemnified Person means the Supplier, its holding companies and subsidiaries, and its and their officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site.

Licence has the meaning given in paragraph 3.1 of these Terms.

Losses and Expenses means any and all liabilities, losses, damages, demands, judgments, penalties, costs and expenses (including reasonable legal fees) howsoever arising.

Personal Data has the meaning given in section 3 of the Data Protection Act 2018.

Subscriber Agreement means a separate agreement entered into between us and a Customer for access to the Site and the Content (or any part of the Content).

User means any person who accesses or uses the Site and/or any part of the Content, including any Authorised User, and any Customer.

- 2.1 In these Terms any reference to: a holding company or subsidiary are to the respective meanings given to these expressions in section 1159 of the Companies Act 2006 (as amended or re-enacted from time to time); party means either of you or us; a person includes a legal or natural person, partnership, trust, company or other body (whether or not a corporate body); and, the singular includes the plural and any reference to the plural includes the singular, unless the context otherwise requires.

3. Use of the Site and Content

- 3.1 Subject to these Terms and the terms of your Subscriber Agreement, we grant you a revocable, non-exclusive, non-transferable licence (the **Licence**) to access the Content (or any part of the Content) through the Site and to access, search, view, stream, download for offline viewing, share with Authorised Users and use the Content for your own learning and internal training purposes solely in accordance with the Site functionality provided by us.

- 3.2 The Licence is subject to reasonable usage and download limits.

- 3.3 You shall not:

3.3.1 use the Site in any way that breaches these Terms, any Subscriber Agreement, or any applicable local, national or international law;

3.3.2 copy, download, reproduce, or otherwise make the Content available to any other person except where permitted using the functionality provided by us;

3.3.3 resell, sublicense, or provide access to the Site to any other person, or otherwise exploit the Content for any commercial purpose;

3.3.4 disclose Access Details to any other person;

- 3.3.5 access the Site or the Content for the purpose of developing a product or service that competes with the Site;
 - 3.3.6 copy the features, technology or user interface of the Site for any purpose;
 - 3.3.7 gain, or attempt to gain, unauthorised access to, or disrupt the integrity or performance of, the Site or any of the Site's underlying software or source code;
 - 3.3.8 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Site's underlying software or source code except where expressly permitted by law (to the extent such permission cannot be excluded by agreement between you and us);
 - 3.3.9 use the Site or the Content in a way that infringes the copyright, trade marks or other intellectual property rights owned by or licensed to us or any third party;
 - 3.3.10 create any database of, or other store for, the Content (or any material part of it) that creates the ability for you or any third party to access the Content (or any material part of it) or has the effect of permitting offline or other access to the Content (or any material part of it) without requiring the use of the Site or other services provided by us;
 - 3.3.11 use, copy, translate, modify, amend or create derivative works based on the Content other than in accordance with the Licence (and, where providing such to a third party, you will comply with any of our instructions, including any instructions on the Site, that require you to acknowledge our status or the status of any identified contributors, speakers or authors as the owners of the Content);
 - 3.3.12 provide us with any information which might (i) identify a client, transaction, dispute or other matter, or (ii) breach your professional or other legal duties; or
 - 3.3.13 incorporate any Content into any legal advice or transaction documents.
- 3.4 You must always acknowledge our status (and that of any identified contributors or speakers) as the owners and authors of Content.

Customer Obligations

- 3.5 Access to the Site is provided via Access Details and the FC Site. Each Customer shall:
- 3.5.1 put in place appropriate technical and administrative controls to ensure that Access Details are accessible only by Authorised Users;
 - 3.5.2 advise each Authorised User to treat Access Details as Confidential Information, and not to share Access Details (in whole or in part) with any other person;
 - 3.5.3 advise each Authorised User that their access to and use of the Site and the Content are subject to these Terms, any Subscriber Agreement and the [Privacy & Cookies Notice](#);
 - 3.5.4 procure that an Authorised User immediately ceases accessing and using the Site and the Content on ceasing to be an Authorised User, or if we suspend or cancel such Authorised User's access pursuant to these Terms or any Subscriber Agreement;

3.5.5 promptly notify us if it discovers or reasonably suspects that the Site or the Content have been used or accessed by anyone other than an Authorised User or in any manner not permitted by the Licence; and

3.5.6 procure that each Authorised User complies with these Terms and any Subscriber Agreement, and be responsible and liable to us for any breach thereof by any of your Authorised Users or any other person who is associated with you or who has gained access to the Site or Content through you or any of your Authorised Users.

Intellectual property notice

3.6 The Site and the Content are protected by copyright, trade marks and other intellectual property rights owned by us or licensed to us. Nothing in these Terms or any Subscriber Agreement, other than the Licence, grants or is intended to grant any right, title or interest in the Site or the Content or any intellectual property rights contained therein. The Content must not be used or reproduced (in whole or part) for any purpose other than as expressly permitted in accordance with these Terms, including on or in connection with another website or publication, without our express prior written permission.

4. Indemnity

You agree to indemnify and hold harmless each Indemnified Person from and against any and all Losses and Expenses any Indemnified Person incurs (a) as a result of your breach of these Terms or any Subscriber Agreement, or (b) in connection with any third party claim against an Indemnified Person arising from your actual or alleged misuse of the Site or the Content or your breach of these Terms or any Subscriber Agreement.

5. Access to the Site, changes and updates

5.1 We are under no obligation to provide uninterrupted access to the Site or the Content. Access to all or any part of the Site or the Content may be restricted from time to time to allow for repairs, maintenance, updating, or as a result of a Force Majeure Event. We may update, amend, suspend, withdraw, discontinue or change all or any part of the Site or the Content at any time and without notice.

5.2 Any trial access to the Site and the Content is granted subject to these Terms and we reserve the right to extend, suspend, amend, terminate or cancel any such trial access at any time for any reason without notice.

5.3 Some of the Content contains links to content available elsewhere on the FC Site. These links will only function if you have access to the relevant content on the FC Site, and any such content is made available subject to the applicable FC Site [Terms of Use](#).

6. Disclaimer

6.1 Except as expressly set out in these Terms, we give you no warranty or assurance and all implied conditions, warranties, representations or other terms in relation to the Site and the Content are excluded to the maximum extent permitted by law.

6.2 By accessing and using the Site, you agree that:

- 6.2.1 the Content is provided for information purposes only and is not intended to be a definitive or complete statement of the law on any given subject;
 - 6.2.2 the Content does not address your or any third party's individual requirements and is not tailored to answer any specific question or set of facts raised by you or any third party;
 - 6.2.3 any of the Content may be inaccurate or out of date at any given time;
 - 6.2.4 to the maximum extent permitted by law, we do not guarantee or give any warranty, representation or undertaking (whether express or implied) as to the accuracy, currency or completeness of the Content; and
 - 6.2.5 the Site and the Content may be added to, removed, updated or otherwise changed at any time without notice to you.
- 6.3 By using the Site, you agree that none of the Content constitutes a solicitation, offer, opinion, representation, endorsement or recommendation by us nor does it provide legal, tax, accounting, financial or investment advice or services. It is not intended to be and should not be relied on by you or any third party to make, or refrain from making, any decisions or commitments. To the maximum extent permitted by law we do not accept any liability or responsibility for action taken as a result of the Content or other information provided by us, whether via the Site or otherwise. Appropriate independent and professional advice should be obtained in relation to any specific issues, questions or set of facts and before taking or refraining from taking, any action on the basis of the Content.
- 6.4 Nothing in these Terms or any Subscriber Agreement shall operate to create a solicitor-client relationship or any other fiduciary relationship and your use of the Site or the Content shall not, to the maximum extent permitted by law, be construed to give rise to any duty of care or other duty of any kind between us and you and/or us and any third party.

7. Liability

- 7.1 Nothing in these Terms or any Subscriber Agreement excludes or limits our liability for (a) death or personal injury arising from our negligence, (b) our fraud or fraudulent misrepresentation, or (c) any other liability that cannot be excluded or limited under applicable law.
- 7.2 We will not be liable to you for any Losses and Expenses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with your use of (or inability to use), or reliance on, the Site or the Content.
- 7.3 We will not be liable to you for (a) loss of profits; (b) loss of sales or business; (c) loss of business opportunity; (d) loss of revenue; (e) loss of agreements or contracts; (f) loss of anticipated savings; (g) loss of or damage to goodwill; (h) wasted expenditure; (i) losses arising out of inaccuracies or omissions in the Content or unavailability of the Content; (j) loss of use or corruption of software, data or information; or (k) any indirect or consequential loss or damage, even if we were aware that such loss or damage might be incurred by you.
- 7.4 We will not be liable to you for Losses and Expenses which may be incurred by you as a result of your breach of these Terms or any Subscriber Agreement.
- 7.5 You acknowledge and agree that:

- 7.5.1 your sole remedy (to the maximum extent permitted by law) against us for any Losses and Expenses suffered or incurred by you arising out of or in connection with these Terms or any Subscriber Agreement shall be a claim for breach thereof; and
- 7.5.2 all other remedies in tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with these Terms or any Subscriber Agreement are excluded to the maximum extent permitted by law.
- 7.6 We do not guarantee that the Site will always be available, be secure or free from bugs, errors, worms, trojans or viruses and we shall not be liable for any Losses or Expenses you may suffer as a result of such unavailability or any technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any Content on it, or on any website linked to it. You are responsible for ensuring that you have installed appropriate anti-virus software on your systems to protect your systems from such bugs, errors, worms, trojans or viruses.
- 7.7 You agree that you will not knowingly introduce to the Site viruses, bugs, trojans, worms or other matter which is malicious or technologically harmful. You must not gain or attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.
- 7.8 Third party websites, pages and documents (**Third Party Information**) to which the Site or any of the Content is linked or which you may otherwise access through links on the Site are independent of the Site and our service and are for information only. Third Party Information has not been reviewed by us and is not in any way approved or endorsed by us. We have no responsibility for the content, availability or your use of Third Party Information, or the maintenance or updating of any links thereto. We accept no liability or responsibility for any Losses and Expenses whatsoever that may be incurred by you as a result of your use of or reliance on any Third Party Information, including content, products or services available on or through third party websites, pages or documents or any linking to the same.

8. Confidentiality

- 8.1 A Customer and the Supplier each undertake that they shall keep strictly confidential and shall not at any time disclose to any person the Confidential Information of the other party, except as permitted by paragraphs 8.2 and 8.3 of these Terms.
- 8.2 A Customer or the Supplier may disclose the other party's Confidential Information:
- 8.2.1 to their respective holding companies, employees, officers, representatives and advisers who need to know such information for the purposes of exercising the party's rights or the carrying out of its obligations in each case under or in connection with these Terms or any Subscriber Agreement, provided that each party shall procure that persons to whom it discloses the other party's Confidential Information in accordance with this paragraph 8.2.1 comply with this paragraph 8;
- 8.2.2 in the case of the Content, in accordance with the Licence granted by paragraph 3.1 of these Terms;
- 8.2.3 if such Confidential Information is in or enters the public domain other than as a result of breach of this paragraph 8; and

- 8.2.4 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that, where reasonably possible, Notice shall be given to the other party of such required disclosure and the party making such disclosure shall use reasonable endeavours to procure and enforce confidentiality undertakings in its favour from the relevant third party.
- 8.3 For the avoidance of doubt, making the Content available to a Customer and its Authorised Users in accordance with the Licence does not cause the Content to be in the public domain or otherwise permit any other disclosure or use of the Content not expressly permitted by the Licence.
- 8.4 The Supplier may disclose Confidential Information to (a) a prospective purchaser of, or subscriber for, shares or other securities in the Supplier or any holding company of the Supplier, and (b) a prospective lender to the Supplier or any holding company of the Supplier.
- 8.5 Neither the Supplier nor a Customer shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 8.6 Neither the Supplier nor a Customer shall (a) refer to the other party in any journal, magazine or other publication (whether online or otherwise), or (b) use the other party's name or logos (including any trade marks) in any advertising or publicity material, including on the Site, in each case without the prior written consent of the other party.

9. Data Processing

Any processing of Personal Data by us will be carried out in accordance with our [Privacy & Cookies Notice](#) and the Data Processing Terms at Annex 1 to these Terms.

10. Cessation

- 10.1 We may suspend or cancel your access to the Site and the Content as follows:
- 10.1.1 if any trial period granted in respect of the Site has expired;
- 10.1.2 for any reason on giving you thirty (30) days' notice in writing (email sufficing); or
- 10.1.3 immediately and without notice at any time (and without liability or responsibility to you) if: (i) we believe you have breached these Terms or any Subscriber Agreement; (ii) we cease to provide the Site; (iii) the Subscriber Agreement (if any) terminates or expires for any reason or we exercise any rights of suspension or cancellation in the Subscriber Agreement; (iv) in the case of Authorised Users, you cease to be authorised by the Customer as an Authorised User; or (v) you are in breach of a separate agreement with us.
- 10.2 On Cessation:
- 10.2.1 the Licence shall immediately terminate;
- 10.2.2 you will cease using the Site; and

10.2.3 you will take all reasonable steps to delete or destroy the Content in your possession (whether electronic or hardcopy).

10.3 Cessation shall not affect or prejudice the accrued rights of either you or us at the date of Cessation (including in relation to any monies payable in respect of the period prior to Cessation pursuant to any Subscriber Agreement), or the continuation of any provision expressly stated to survive or implicitly surviving, including, but not limited to, this paragraph 10.3 and paragraphs 3.3, 3.5, 3.6, 4, 6, 7, 8, 10.2, 11, 12 and 13 of these Terms.

11. Notices

11.1 Any notice or notification from one party (**Sender**) to the other party (**Recipient**) given pursuant to these Terms or any Subscriber Agreement must be in writing (which unless expressly stated otherwise, excludes e-mail), signed on behalf of the Sender, and be addressed to the Recipient. Notices must be delivered by hand or sent by recorded delivery, and satisfactory proof of such delivery or sending must be retained by the Sender. For the purposes of this paragraph 11.1: (a) the Supplier's details for notices are set out below, and (b) your details shall be the address set out in your Subscriber Agreement:

FromCounsel Limited

For the attention of:	The Chief Operating Officer and General Counsel
Address:	Suite 2, 43 Bedford Street, London, UK, WC2E 9HA
E-mail (copy to):	notices@fromcounsel.com

11.2 Where e-mail notice is permitted by these Terms or any Subscriber Agreement:

11.2.1 notices addressed to the Supplier shall be sent to notices@fromcounsel.com or any other address provided by us to you for such purpose; and

11.2.2 notices addressed to you shall be sent to the e-mail address set out in your Subscriber Agreement.

11.3 Notices shall be deemed to have been served (a) if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender, or (b) if sent by recorded delivery, forty-eight hours from the date of posting (such date as evidenced by proof of postage kept by the Sender), or (c) if sent by e-mail and received by the server hosting the email address to which it is sent, at 9am on the next day after it is so received.

12. General

12.1 Each of the provisions of these Terms and any Subscriber Agreement operates separately. If any provision of these Terms or a Subscriber Agreement is deemed invalid, illegal or for any reason unenforceable, then that provision will be deemed deleted and will not affect the validity and enforceability of the remaining provisions.

12.2 We may delay enforcing our rights under these Terms or any Subscriber Agreement without waiving or losing the right to do so later. No failure by us to exercise any right or remedy shall constitute a waiver of the right subsequently to exercise those or any other rights or remedies.

12.3 We may assign or transfer any of our rights and obligations under these Terms or any Subscriber Agreement (or sub-contract any of our obligations) to another legal entity. You may not assign or

transfer or otherwise dispose of any of your rights or obligations under these Terms or any Subscriber Agreement except with our prior written agreement.

- 12.4 Nothing in these Terms or any Subscriber Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either party as the agent of the other, or authorise either party to make or enter into commitments for or on behalf of the other.
- 12.5 These Terms and any Subscriber Agreement are made between you and us and no other person shall have any rights to enforce any of the provisions thereof, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, provided always that the provisions of paragraph 4 (Indemnity) are for the benefit of each Indemnified Person (and each such person shall be entitled to assert and enforce those provisions directly as though they are us). We do not need the consent of any third party to terminate these Terms or any Subscriber Agreement or vary any provisions thereof.
- 12.6 These Terms, our [Privacy & Cookies Notice](#), and any Subscriber Agreement constitute the entire agreement between you and us in relation to the Site, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in relation to the Site. You acknowledge that in accepting these Terms, you have not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of us in relation to the Site at any time before your acceptance of these Terms (together, **Pre-Contractual Statements**), other than those that are set out expressly in these Terms, our [Privacy & Cookies Notice](#) and any Subscriber Agreement. You hereby waive all rights and remedies which might otherwise be available to you in relation to such Pre-Contractual Statements (although nothing in this paragraph shall exclude or restrict the liability of you or us arising out of pre-contract fraudulent misrepresentation or fraudulent concealment).

13. Governing law and jurisdiction

- 13.1 These Terms and any Subscriber Agreement, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with, English law.
- 13.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and any Subscriber Agreement (including any non-contractual disputes or claims).

14. Contact us

If you have any questions about these Terms, please contact us at support@fromcounsel.com.

ANNEX 1 Data Processing Terms

In order to comply with Article 28 of the UK GDPR, the data processing terms below form part of the Terms.

For the purposes of this Annex, the terms ‘**controller**’, ‘**data subject**’, ‘**personal data**’, ‘**processing**’ and ‘**processor**’ have the meanings given to them in the UK GDPR, Data Protection Act 2018 and other applicable national privacy legislation (**Data Protection Legislation**). The provisions of this Annex apply where the Customer is a ‘controller’ for the purposes of the UK GDPR.

‘**Applicable law**’ means English law or any other applicable law (as the context requires). References to ‘**Articles**’ are references to articles of the UK GDPR. ‘**UK GDPR**’ means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of the UK.

1. General

1.1 The Supplier and each Customer will each comply with the Data Protection Legislation in relation to the processing of personal data which has been supplied by the Customer to the Supplier in connection with the provision of access to the Site (**Supplied Personal Data**).

1.2 The Supplier’s [Privacy & Cookies Notice](#) (as amended from time to time) sets out the subject-matter, nature, purpose and duration of the processing the Supplier undertakes, along with the types of personal data and categories of data subjects.

2. Instructions

2.1 The Supplier will only process Supplied Personal Data on the documented instructions of the Customer unless required to do so by applicable law (in which case, the Supplier will before processing give the Customer notice of the requirement, unless the Supplier is prohibited from doing so by applicable law).

2.2 The Supplier and the Customer will each take steps to ensure that any natural person acting under its authority does not process Supplied Personal Data except on the Customer’s documented instructions (unless he or she is required to do so by applicable law).

3. Confidentiality and security of processing

3.1 The Supplier will ensure persons authorised to process Supplied Personal Data are subject to obligations of confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2 In ensuring compliance with Article 32:

3.2.1 the Supplier and the Customer will each implement appropriate technical and organisational measures to ensure a level of security in relation to the Supplied Personal Data appropriate to the risk. Such measures will take into account (a) the state of the art and costs of implementation, (b) the nature, scope, context and purpose of the

processing, and (c) the risk of varying likelihood and severity for the rights and freedoms of natural persons; and

3.2.2 in assessing the appropriate level of security, the Supplier will take into account the risks that are presented by processing the Supplied Personal Data including the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed (a **Personal Data Breach**).

3.3 Where the Supplier acts as processor in relation to Supplied Personal Data, it will notify the Customer without undue delay of any Personal Data Breach affecting the Supplied Personal Data.

4. Sub-processors and third country transfers

4.1 The Customer generally authorises the Supplier to engage further processors (**Sub-Processors**) to process Supplied Personal Data in connection with the provision of the Site.

4.2 The Customer generally authorises the Supplier to continue to use those Sub-Processors already engaged by the Supplier as of the date the Customer accesses the Site (or the date of any relevant Subscriber Agreement, as the case may be), subject to the Supplier in each case as soon as practicable meeting the obligations set out in paragraph 4.4 of this Annex.

4.3 The Supplier will give prior notice to the Customer of the proposed addition of any Sub-Processors by placing a clear notice about them on the Site in advance of the change. If the Customer objects to the addition of one or more Sub-Processors, the Supplier may (at its sole discretion) (a) ensure that Supplied Personal Data is not processed by the new Sub-Processor(s), (b) select one or more alternative Sub-Processors acceptable to the Customer, or (c) cease providing access to the Site to the Customer.

4.4 Prior to any Sub-Processor processing Supplied Personal Data (or otherwise in accordance with paragraph 4.2 of this Annex), the Supplier will ensure that the arrangement between the Supplier and the Sub-Processor is governed by a written contract pursuant to which:

4.4.1 the Sub-Processor is subject to obligations equivalent to those set out in this Annex and which otherwise provide sufficient guarantees to implement appropriate technical and organisation measures in such a manner that the processing will meet the requirements of the UK GDPR; and

4.4.2 if the Sub-Processor fails to fulfil its data protection obligations, the Supplier remains fully liable to the Customer for the performance of the Sub-Processor's obligations.

4.5 The Supplier may transfer Supplied Personal Data outside the UK as permitted by Articles 44 to 49.

5. Information and assistance

5.1 Subject to paragraph 5.2 of this Annex, the Supplier will assist the Customer:

5.1.1 by appropriate technical and organisational measures (insofar as possible) to respond to requests in exercise of a data subject's rights set out in Articles 12 to 23 (as relevant);

- 5.1.2 following a written request by the Customer, in ensuring compliance with the Customer's obligations relating to the security of processing (Article 32), the notification of personal data breaches (Articles 33 and 34), data protection impact assessments (Article 35) and prior consultation (Article 36), in each case taking into account the nature of the processing of Supplied Personal Data and the information available to the Supplier;
 - 5.1.3 following a written request by the Customer, by making available to the Customer all information necessary to demonstrate compliance with the obligations set out in this Annex in relation to the Supplier's processing of Supplied Personal Data, including allowing for and contributing to audits and inspections conducted by the Customer or a third party auditor.
- 5.2 The Supplier will provide assistance pursuant to paragraph 5.1 of this Annex subject to both parties acting in good faith to agree the scope, method, timing and reasonable fees chargeable by the Supplier for such assistance and on the basis that the parties will work in good faith to minimise the disruption to the Supplier's business.
 - 5.3 Subject to paragraph 5.4 of this Annex, the Supplier will as soon as reasonably practicable delete all Supplied Personal Data (including copies) following the cessation of the provision of the Site unless applicable law requires storage of the Supplied Personal Data. This provision will not apply to any personal data in relation to which the Supplier is the controller.
 - 5.4 The Customer may by written notice to the Supplier require that the Supplier return a complete copy of all Supplied Personal Data to the Customer, following which the Supplier will delete all other copies of such Supplied Personal Data.

6. Supply of Personal Data

- 6.1 The Customer confirms that any Supplied Personal Data provided to the Supplier has been collected and disclosed in accordance with the Data Protection Legislation, and that the Customer and its directors, employees and consultants will only provide the Supplier with Personal Data reasonably necessary for the purpose of providing the Site to the Customer.
- 6.2 In respect of any Supplied Personal Data, the Customer shall inform each relevant data subject that the Supplier will process his or her personal data in accordance with the [Privacy & Cookies Notice](#) and that his or her use of the Site is subject thereto.

7. General

Nothing in this Annex will relieve the Supplier of its own direct obligations and liabilities under the UK GDPR, whether as a processor or controller.