

SOFTWARE SUBSCRIPTION DATA PROTECTION TERMS (TERMS)

Please read the Terms carefully. **If You would like these Terms in another format (for example: audio, large print) please contact us by sending an email to dc@seeio.co.uk or by calling us on 0203 855 5776.** If you have any questions, please contact us.

BACKGROUND

- (A) Board Originator Ltd. is incorporated and registered in England and Wales with company number 12383543 whose registered office is at Basement 40 Bramham Gardens London SW5 0HG (**Supplier/We/Us/Our**).
- (B) We have developed certain software applications and platforms which we make available to subscribers via the internet on a pay-per-use basis for the purpose of company governance.
- (C) These are the Software Subscription Data Protection Terms (**Terms**).

DEFINITIONS

The following definitions have the meanings below:

Applicable Law means the following to the extent forming part of the law of United Kingdom (or a part of the United Kingdom) as applicable and binding on either party or the Services:

- a) any law, legislation, regulation, byelaw or subordinate legislation in force from time to time;
- b) the common law and laws of equity as applicable to the parties from time to time;
- c) any binding court order, judgment or decree; or
- d) any applicable direction, policy, rule or order made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;

Business Day a day other than a Saturday, Sunday or public holiday in England.

Controller has the meaning given to that term in Data Protection Laws. As is typical for "software as a service" You are the Controller and We are the Processor.

Data Protection Manager

Our Data Protection Manager may be contacted at:

Board Originator Ltd.
Basement 40 Bramham Gardens London SW5 0HG
0203 855 5776

Data Protection Laws mean all applicable data protection and privacy legislation in force from time to time in the UK including the GDPR as applicable; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal

Data (including, without limitation, the privacy of electronic communications); and any laws which implement, supplement, replace, extend, re-enact, consolidate or amend any of the foregoing.

Data Protection Losses means all liabilities, including:

- a) All costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and
- b) to the extent permitted by Applicable Law:
 - i. administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;
 - ii. compensation which is ordered by a court or Supervisory Authority to be paid to a Data Subject; and
 - iii. the reasonable costs of compliance with investigations by a Supervisory Authority;

Data Subject has the meaning given to that term in Data Protection Laws and includes Authorised Users;

Data Subject Request means a request made by a Data Subject to exercise any rights of Data Subjects under Chapter III of the GDPR;

GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679, to the extent it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom from time to time);

Lawful Safeguards means such legally enforceable mechanism(s) for Transfers of Personal Data as may be permitted under Data Protection Laws from time to time;

List of Sub-Processors means the latest sub-processors used by Us from time to time,

Personal Data has the meaning given to that term in Data Protection Laws and may include the following:

- a) **identity data** can include first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender and professional history.
- b) **contact data** can include billing address, delivery address, email address, and telephonenumber.
- c) **technical data** can include your login data, operating system and platform, and other technology on the devices you use to access the services.
- d) **profile data** can include your username and password,
- e) **usage data** can include information about how you use the services.

Personal Data Breach means any breach of security leading to the accidental or unlawful

destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data;

Processing has the meaning given to that term in Data Protection Laws (and related terms such as process, processes and processed have corresponding meanings);

Processor has the meaning given to that term in Data Protection Laws;

SaaS Subscription Terms means the software as a service (SaaS) subscription terms between Us and You,

Sub-Processor means a Processor engaged by Us or by any other Sub-Processor for carrying out processing activities in respect of the Personal Data on behalf of You;

Supervisory Authority means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws; and

Transfer bears the same meaning as the word ‘transfer’ in Article 44 of the GDPR (and related terms such as Transfers, Transferred and Transferring have corresponding meanings).

OPERATIVE PROVISIONS

1. Our obligation

We shall process Your Personal Data in compliance with Data Protection Laws and these Terms.

2. Duration of the processing

Duration of the processing is until the earlier of final termination or final expiry of the Subscription Terms, except as otherwise expressly stated.

3. Special categories of Personal Data

No special categories of Personal Data will be controlled or processed.

4. Nature and purpose of the processing

- a) processing in accordance with the rights and obligations of the parties under the Subscription Terms;
- b) as reasonably required to provide the Services; and
- c) as initiated, requested or instructed by Authorised Users in connection with their use of the Services, or by You, in each case in a manner consistent with the Subscription Terms.

5. Customer (Your) obligations

Nothing here relieves You of any responsibilities or liabilities under Data Protection Laws. To the extent You are not sole Controller of any Personal Data, You warrant that You have full authority and authorisation of all relevant Controllers to instruct Us to process Personal

Data in accordance with these Terms.

You will ensure that You, Your Affiliates and each Authorised User shall at all times comply with:

- a) all Data Protection Laws in connection with the processing of Personal Data, the use of the Services (and each part) and the exercise and performance of Your respective rights and obligations under the SaaS Subscription Terms, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
- b) the SaaS Subscription Terms.

You warrant, represent and undertake, that at all times:

- a) the processing of Personal Data shall comply in all respects with Data Protection Laws, including collection, use and storage;
- b) fair processing and all other appropriate notices have been provided to the Data Subjects of the Personal Data (and all necessary consents from such Data Subjects obtained and at all times maintained) to the extent required by Data Protection Laws in connection with all processing activities in respect of the Personal Data that may be undertaken by Us and Our Sub-Processors in accordance with the SaaS Subscription Terms;
- c) Your Personal Data is accurate and up to date.

6. Instructions and details of processing

Insofar as We process Personal Data on behalf of You, We:

- a) unless required to do otherwise by Applicable Law, will (and shall take steps to ensure each person acting under Our authority will) process the Personal Data only on and in accordance with Your documented instructions as set out in the SaaS Subscription Terms (including with regard to Transfers of Personal Data to any international recipient), as Updated from time to time (**Processing Instructions**);
- b) if Applicable Law requires Us to process Personal Data other than in accordance with the Processing Instructions, shall notify You of any such requirement before processing the Personal Data (unless Applicable Law prohibits such information on important grounds of public interest); and
- c) shall promptly inform You if We become aware of a Processing Instruction that, in Our opinion, infringes Data Protection Laws, provided that to the maximum extent permitted by Applicable Law, We shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Processing Instructions following Your receipt of the information required by this clause.

You agree that:

- a) We (and each Sub-Processor) are not obliged to undertake any processing of Personal Data that We believe infringes any of the Data Protection Laws and We are not liable (or subject to any reduction or set-off of any Fees otherwise payable to Us) to the extent that We (or any Sub-Processor) are delayed in or fail to perform any obligation under the SaaS Subscription Terms as a result of not undertaking any processing in such

circumstances; and

- b) without prejudice to any other right or remedy of Ours, in the event that You have not resolved any Processing Instruction notified to You (such that it is lawful in Our opinion within 30 days of such notification) this will be a material breach of the SaaS Subscription Terms by You that cannot be remedied, and We may terminate the Services in accordance with the SaaS Subscription Terms.

You are responsible for ensuring all of Your Authorised Affiliates' and Authorised Users read and understand these Terms as updated from time to time.

You acknowledge and agree that the execution of any computer command to process (including deletion of) any Personal Data made in the use of any of the Services by an Authorised User will be a Processing Instruction (other than to the extent such command is not fulfilled due to technical, operational or other reasons, including as set out in the user manual). You shall ensure that Authorised Users do not execute any such command unless authorised by You (and by all other relevant Controller(s)) and acknowledge and accept that if any Personal Data is deleted pursuant to any such command, We are under no obligation to seek to restore it.

Subject to applicable Order Form, the processing of Personal Data by Us under the Subscription Terms shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and Data Subjects set out in these Terms.

7. Technical and organisational measures

We shall implement and maintain technical and organisational measures:

- a) in relation to the processing of Personal Data by Us; and
- b) to assist You insofar as is possible (taking into account the nature of the processing) in the fulfilment of Your obligations to respond to Data Subject Requests relating to Personal Data, in each case at Your cost on a time and materials basis. The parties have agreed that (taking into account the nature of the processing) Our compliance shall constitute Our sole obligation under this clause.

During the period in which We process any Personal Data, You shall regularly undertake a documented assessment of whether the security measures implemented by You are sufficient to protect the Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access to the extent required by Data Protection Laws.

You shall promptly notify Us the full details of any additional measures You believe are required as a result of this assessment. You acknowledge that We provide a commoditised one-to-many service and the needs or assessments of other customers may differ. We shall not be obliged to implement any further or alternative security measures, but this is without prejudice to Your right to terminate the SaaS Subscription Terms in compliance with provisions therein.

8. Using other Processors

Subject to this clause, We shall not engage (nor permit any other Sub-Processor to engage) any Sub-Processor for carrying out any processing activities in respect of the Personal Data in connection with the SaaS Subscription Terms without Your prior written authorisation.

You authorise the entities we use as Sub-Processors, as may be applicable, at or after Order Acceptance and You authorise Us appointing to, or changing, Our Sub-Processors.

We shall:

- a) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Personal Data, ensure each Sub-Processor is appointed under a written contract containing materially the same obligations as in these Terms (including obligations relating to sufficient guarantees to implement appropriate technical and organisational measures);
- b) ensure each new Sub-Processor has been operating for at least two years and has not been sanctioned by any Supervisory Authority in relation to any breach of any Data Protection Laws in the previous five years, and
- c) remain fully liable for all the acts and omissions of each Sub-Processor as if they were Our own.

We shall ensure that all natural persons authorised by Us (or any Sub-Processor) to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential (except where disclosure is required in accordance with Applicable Law, in which case We shall, where practicable and not prohibited by Applicable Law, notify You of this requirement before such disclosure of Your data).

9. Assistance with compliance and Data Subject rights

We shall refer all Data Subject Requests We receive to You without undue delay. You shall pay Us for all work, time, costs and expenses incurred by Us or any Sub-Processor(s) in connection with such activity, calculated at Our rates applicable at the time.

We shall provide such assistance as You reasonably requires (taking into account the nature of processing and the information available to Us) to You in ensuring compliance with Your obligations under Data Protection Laws with respect to:

- a) security of processing;
- b) data protection impact assessments (as such term is defined in Data Protection Laws);
- c) prior consultation with a Supervisory Authority regarding high-risk processing; and
- d) notifications to the Supervisory Authority and/or communications to Data Subjects by You in response to any Personal Data Breach,

provided that You shall pay Us for all work, time, costs and expenses incurred by Us or any Sub-Processor(s) in connection with providing the assistance calculated on a time and materials basis.

10. Geographic reach

Except to the extent resulting from Transfers to international recipients made by Us or any Sub-Processor, the Personal Data is not subject to the laws of any jurisdiction outside the

United Kingdom.

You:

- (a) shall establish and maintain adequate security measures to safeguard the Personal Data in Your possession or control (including from unauthorised or unlawful destruction, corruption, processing or disclosure) and maintain complete and accurate backups of all Personal Data provided to Us (or anyone acting on Our behalf) so as to be able to immediately recover and reconstitute such Personal Data in the event of loss, damage or corruption of such Personal Data by Us or any other person;
- (b) all instructions given by You to Us in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and
- (c) You have undertaken due diligence in relation to Our processing operations and commitments and are satisfied (and at all times You continue to use the Services remain satisfied) that:
 - i. Our processing operations are suitable for the purposes for which You propose to use the Services and engage Us to process the Personal Data;
 - ii. Our technical and organisational measures ensure a level of security appropriate to the risk, as required by Data Protection Laws; and
 - iii. We have sufficient expertise, reliability and resources to implement the measures needed to meet the requirements of Data Protection Laws.

11. International data Transfers

Without Your prior written authorisation, We shall not Transfer any Personal Data:

- a) to any country or territory outside the United Kingdom; and/or
- b) to an organisation and/or its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries,

except where required by Applicable Law.

In situations where You authorise Us (or any Sub-Processor) to Transfer any Personal Data to any international recipient(s), or where required by Applicable Law, the transfer will be by way of Lawful Safeguards and in accordance with Data Protection Laws and the SaaS Subscription Terms.

The Lawful Safeguards employed by Us in connection with Transfers shall be as follows. You acknowledge that due to the nature of software as a service, the Personal Data may be Transferred to other geographical locations in connection with use of the Services, upon access and/or computerised instructions initiated by Authorised Users. You acknowledge that We do not control such processing and You shall ensure that Authorised Users (and all others acting on Your behalf) only initiate the Transfer of Personal Data to other geographical locations if Lawful Safeguards are in place and in compliance with all Applicable Laws.

12. Information and audit

We shall maintain, in accordance with Data Protection Laws, written records of all categories of processing activities carried out on behalf of You.

On request, We shall provide You (or auditors mandated by You) with a copy of the third-party certifications and audits to the extent made generally available to Our customers. Such information shall be confidential to Us and shall be Our Confidential Information as defined in the SaaS Subscription Terms.

In the event that You, acting reasonably, deem the information provided insufficient to satisfy Our obligations under Data Protection Laws, We shall, on request by You make available to You such information as is reasonably necessary to demonstrate Our compliance with Our obligations under these Data Protection Terms and Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by You (or another auditor mandated by You) for this purpose, provided:

- a) such audit, inspection or information request is reasonable, limited to information in Our possession or control and is subject to You giving Us reasonable (and in any event at least 60 days) prior notice of such audit, inspection or information request;
- b) the parties (each acting reasonably and consent not to be unreasonably withheld or delayed) agree the timing, scope and duration of the audit, inspection or information release together with any specific policies or other steps with which You or third party auditor shall comply (including to protect the security and confidentiality of other customers, to ensure We are not placed in breach of any other arrangement with any other customer and so as to comply with the remainder of this clause);
- c) You shall ensure that any such audit or inspection is undertaken during normal business hours, with minimal disruption to Our business;
- d) the duration of any audit or inspection shall be limited to one Business Day;

All costs of such audit or inspection or responding to such information request shall be borne by You, and Our costs, expenses, work and time incurred in connection with such audit or inspection shall be reimbursed by You on a time and materials basis in accordance with Our rates applicable at the time.

Your rights under this clause may only be exercised once in any consecutive 12-month period, unless otherwise required by a Supervisory Authority.

You shall promptly (and in any event within one Business Day) report any non-compliance identified by the audit, inspection or release of information to Us.

You agree that all information obtained or generated by You or Your auditor(s) in connection with such information requests, inspections and audits shall be Our Confidential Information as defined in the SaaS Subscription Terms and shall be treated in accordance with those terms.

You shall ensure that each person acting on Your behalf in connection with such audit or inspection (including the personnel of any third-party auditor) shall not by any act or omission cause or contribute to any damage, destruction, loss or corruption of or to any systems, equipment or data in the control or possession of Us, while conducting any such

audit or inspection.

You acknowledge and accept that contractual terms agreed between Us and Sub-Processor(s) may mean that We or You are not able to undertake or facilitate an information request or audit or inspection of any or all Sub-Processors and:

- a) Your rights shall not apply to the extent inconsistent with relevant contractual terms agreed with Sub-Processor(s);
- b) to the extent any information request, audit or inspection of any Sub-Processor are permitted, equivalent restrictions and obligations on You to those above shall apply together with any additional or more extensive restrictions and obligations applicable in the circumstances; and
- c) We shall ensure that We have appropriate mechanisms in place to ensure Our Sub-Processors meet their obligations under Data Protection Laws and Our obligations in respect of Personal Data under the SaaS Subscription Terms. You accept this shall satisfy Our obligations in that regard.

13. Breach notification

In respect of any Personal Data Breach, We shall, without undue delay notify You of the Personal Data Breach and of its details.

14. Deletion of Personal Data and copies

Following the end of the provision of the Services (or any part) relating to the processing of Personal Data, We shall dispose of the Personal Data in accordance with data retention periods in our internal data protection procedure. We have no liability (howsoever arising, including in negligence) for any deletion or destruction of any Personal Data.

15. Compensation and claims

We shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise):

- a) only to the extent caused by the processing of Personal Data under the SaaS Subscription Terms and directly resulting from Our breach of the SaaS Subscription Terms; and
- b) in no circumstances when Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of the SaaS Subscription Terms by You.

16. Limitation of liability

In the event of any loss, destruction, alteration, disclosure or damage to Your Data, including (as may be relevant) where performed by persons sub-contracted by Us, Your sole exclusive remedy against Us shall be that We use reasonable commercial endeavours to restore the lost or damaged Data from the latest back-up of such Data maintained by Us.

Subject to no limitation in respect of deliberate default, and those liabilities which cannot legally be limited, Our total liability to You for loss arising from Our failure to comply with data processing obligations shall not exceed our insured limit for data protection loss, with minor breaches limited to a refund of up to one calendar year's

fee for the subscription Service taken by You.

17. Duration

These Terms may be updated or modified by Us at any time and published on our website or otherwise shared with You. Your continued use of the Services and our website means You accept our Terms, including as may be amended by Us from time to time.

18. Survival

These Terms shall survive termination for any reason or expiry of the SaaS Subscription Terms and continue until no Personal Data remains in the possession or control of Us or any Sub-Processor, except that clause 14 (Deletion of Personal Data), 15 (Compensation for Claims and 16 (Limitation of liability), shall continue indefinitely.

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9 September 2024
19 September 2023
01 May 2022
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