

Terms and Conditions

1. Interpretation

1. Words with capital letters will have the meanings given to them in clause 21 of these Terms.
2. In these Terms references to “includes” or “including” shall be deemed to have the words “without limitation” inserted after them.
3. Unless otherwise stated, references to “days” means calendar days.

2. Contract process

1. Following any request from the Customer for Services from CALMCOMPLIANCE, CALMCOMPLIANCE may send the Customer a Service Schedule.
2. If the Customer wishes to purchase Services from CALMCOMPLIANCE as detailed as part of the signup process (“Service Schedule”), the Customer must submit their details to CALMCOMPLIANCE. By submitting such details the Customer acknowledges that these Terms have been accepted by an authorised party on behalf of the Customer and as confirmation that the Service Schedule accurately sets out the Customer’s requirements.
3. No order for Services shall be deemed to be accepted by CALMCOMPLIANCE until the earlier of CALMCOMPLIANCE (a) accepting such offer in writing or (b) providing the Services at which point a “**Contract**” for the provision of Services under these Terms will come into effect.
4. The Customer may request that CALMCOMPLIANCE supplies products, licences and/or supplies services to a Group Member in which case the Customer shall send CALMCOMPLIANCE a draft Service Schedule detailing the Group Member requirements. CALMCOMPLIANCE will review, amend as required or agree.
5. Each Service Schedule submitted by the Customer, or request for CALMCOMPLIANCE Services from the Customer, shall be deemed to be an offer by the Customer to purchase the Services subject to these Terms:
 1. to the exclusion of all other terms and conditions (including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document); and
 2. constitutes a separate Contract.
6. In the event that CALMCOMPLIANCE proceeds with the provision of products, licences and/or services to a Group Member in accordance with this clause 2, then the parties hereby acknowledge and agree that subject always to the provisions of clause 17, clause 18.1 and clause 20.6, CALMCOMPLIANCE may liaise directly with a relevant Service Recipient as necessary on an operational level, and the Customer shall procure that the Service Recipient shall cooperate in all respects so that the parties are able to perform their obligations.
7. If there is any conflict or inconsistency between the following documents, to the extent of any conflict or inconsistency only, the following order of priority shall apply:
 1. the Service Schedule (including any Additional Terms); and
 2. these Terms.
8. CALMCOMPLIANCE may, at any time, and in its sole discretion, modify these Terms. Any such modification will be effective immediately on notification to

the Customer. The Customer's and/or the Service Recipient's continued use of the Services following any such modification constitutes the Customer's acceptance of the modified Terms.

3. Services, Hosting, Maintenance and Support

1. Subject to the Customer paying the Fees, clause 12.1, the restrictions set out in this clause 3 and the other terms and conditions of the Contract, CALMCOMPLIANCE hereby grants to the Customer and/or Service Recipient a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's and/or Service Recipient's (as the case may be) internal business operations.
2. CALMCOMPLIANCE agrees, during the Term, to provide the Services via a SaaS delivery platform via www.calmcompliance.com or any other website notified to the Customer by CALMCOMPLIANCE from time to time, as more particularly described in the Documentation on and subject to the terms of the Contract.
3. CALMCOMPLIANCE shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 1. planned maintenance carried out during the maintenance window of days which are not Business Days; and
 2. unscheduled maintenance performed outside Business Hours, provided that CALMCOMPLIANCE has used reasonable endeavours to give the Customer and/or Service Recipient at least 6 Business Hours' notice in advance.
4. CALMCOMPLIANCE will, as part of the Services and at no additional cost to the Customer, provide the Customer and/or Service Recipient (as the case may be) with CALMCOMPLIANCE standard customer support services during Business Hours in accordance with CALMCOMPLIANCE's Support Services Policy in effect at the time that the Services are provided. CALMCOMPLIANCE may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at CALMCOMPLIANCE's then current rates.
5. Where any Update to existing functionality is produced by CALMCOMPLIANCE, CALMCOMPLIANCE may roll out the Update to the Customer and the Service Recipient provided the Customer has paid all Fees due and owing under the Contract as at the date of the roll out of the Update. Any Enhancements will be offered to the Customer and the Service Recipient but may be subject to additional payment and/or payment of an additional/increased fee as agreed between the parties.

4. Authorised Users

1. In relation to the Authorised Users, the Customer undertakes and shall procure that the Service Recipient undertakes that:
 1. each Authorised User shall keep a secure password for their use of the Services and Documentation; and
 2. each Authorised User shall keep their password confidential.

2. The Customer shall not and shall procure that the Service Recipient shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 2. facilitates illegal activity;
 3. depicts sexually explicit images;
 4. promotes unlawful violence;
 5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 6. in a manner that is otherwise illegal or causes damage or injury to any person or property; and CALMCOMPLIANCE reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's and/or Service Recipient's access to any material that breaches the provisions of this clause.
3. The Customer shall not and shall procure that the Service Recipient shall not:
 1. except to the extent expressly permitted under the Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 3. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 4. use the Services and/or Documentation to provide services to third parties; or
 5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
 6. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause
4. The Customer shall use and shall procure that the Service Recipient shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify CALMCOMPLIANCE.
5. The rights provided under this clause 4 are granted to the Customer's Group Members only.

5. Training

1. CALMCOMPLIANCE will provide initial training materials to the Customer and the Service Recipient included within the Fee, covering the key functions of the Software. Such training shall be delivered exclusively through emails, live chat messages, help guides, and other asynchronous channels.

2. The Customer shall ensure, and shall procure that the Service Recipient ensures, that appropriate Authorised Users access and make use of the training materials provided. All Authorised Users must request additional written or asynchronous support if necessary, for which additional Fees may apply.
3. The training described in clause 5.1 is not intended to provide complete setup or comprehensive product training. Any specific or advanced training needs must be addressed in accordance with the variation provisions in these Terms.
4. Ongoing support under the current version of the Support Services Policy only covers resolution of issues relating to the use of the Software. It does not include in-depth staff or module/feature training, which may incur additional Fees. The definition of what constitutes “training” shall be decided by the Directors of CALMCOMPLIANCE, whose decision is final.
5. Additional or more in-depth training hours, including sessions required at the Customer’s or the Service Recipient’s premises, may be purchased separately by contacting hello@CALMCOMPLIANCE.com. Training on third-party applications (including Microsoft Office) is not covered under the Contract.

6. Third party providers

1. The Customer acknowledges that the Services may enable or assist the Customer and/or Service Recipient to access the website content of, correspond with, and purchase products and services from, third parties (“Third Party Services”).
2. CALMCOMPLIANCE makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third Party Services, or any transactions completed, and any contract entered into by the Customer and/or Service Recipient, with any such third party. Any contract entered into and any transaction completed for Third Party Services is between the Customer and/or Service Recipient and the relevant third party, and not CALMCOMPLIANCE. CALMCOMPLIANCE recommends that the Customer and/or Service Recipient refers to the third party’s terms and conditions and other applicable documents prior to using the relevant Third Party Services. CALMCOMPLIANCE does not endorse or approve any Third Party Services nor the content or provision of any of the Third Party Services made available via the Services.
3. Subject to clause 6.1 and 6.2, the Customer may purchase Third Party Services via the Software to allow the Customer and/ or Service Recipient access to specific Third Party Services.
4. Any Third Party Fees incurred by the Customer and/or Service Recipient in connection with the Third Party Services:
 1. are payable in accordance with clause 12.4;
 2. are subject to any credit limit imposed by CALMCOMPLIANCE from time to time;
 3. may only be used by Customer and/or Service Recipient for its own internal business purposes.

7. CALMCOMPLIANCE obligations

1. CALMCOMPLIANCE undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
2. The warranty at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to CALMCOMPLIANCE instructions, or modification or alteration of the Services by any party other than CALMCOMPLIANCE or CALMCOMPLIANCE duly authorised contractors or agents.
3. If the Services do not conform with clause 7.1, CALMCOMPLIANCE will use all reasonable commercial endeavours to correct any such non-conformance or provide the Customer and/or Service Recipient (as the case may be) with an alternative means of accomplishing the desired performance provided that always that the non-compliance has not been caused by the Customer or Service Recipient. Such correction or substitution constitutes the Customer's and/or Service Recipient's (as the case may be) sole and exclusive remedy for any breach of the warranty set out in clause 7.1.
4. Notwithstanding the foregoing, CALMCOMPLIANCE:
 1. does not warrant that the Customer's or the Service Recipient's use of the Services will be uninterrupted or error-free or that the Services, Documentation and/or the information obtained by the Customer or the Service Recipient through the Services will meet their requirements; and
 2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer and/or Service Recipient acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
5. The Contract shall not prevent CALMCOMPLIANCE from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.
6. CALMCOMPLIANCE warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

8. Work carried out outside the agreed scope of Services / changes to specifications etc

1. Where the Customer requests additional work for itself or a Service Recipient, CALMCOMPLIANCE may ask the Customer to sign a new Contract for Additional Services in which case clause 8.3 shall apply or such request may be treated as a variation to the Contract, in which case clause 8.2 shall apply.
2. If during the Contract the Customer asks for any changes to the Services or the Contract; requirement change or specification including:
 1. changes to the Service Schedule;
 2. changes to the Services;
 3. an Enhancement; and/or

4. changes to the Customer's and/or Service Recipient's requirements; which in CALMCOMPLIANCE reasonable opinion gives rise to;
 5. a service which CALMCOMPLIANCE has not already agreed to provide to the Customer and/or Service Recipient (as the case may be); or
 6. a change to the Services or specifications that CALMCOMPLIANCE has already agreed to provide to the Customer and/or Service Recipient (as the case may be), then:
 7. CALMCOMPLIANCE will endeavour to notify the Customer as soon as possible of any impact on Services CALMCOMPLIANCE is currently carrying out for the Customer and/or Service Recipient (as the case may be) in relation to estimated timescales and prices;
 8. where it is reasonably possible CALMCOMPLIANCE will endeavour to notify the Customer of any additional costs before CALMCOMPLIANCE commences any work; and
 9. unless otherwise agreed any work carried out by CALMCOMPLIANCE which is outside the scope of any agreed Services will be charged at CALMCOMPLIANCE prevailing time and materials rates in place from time to time.
3. Requesting Additional Services
 1. The Customer from time to time may request CALMCOMPLIANCE to supply additional services which are not included in the Service Schedule (i.e. "Additional Services"). CALMCOMPLIANCE shall endeavour to comply with the Customer's request and where CALMCOMPLIANCE agrees to provide any such Additional Services:
 1. the details of those Additional Services shall be as agreed between CALMCOMPLIANCE and the Customer from time to time; and
 2. unless otherwise agreed by CALMCOMPLIANCE in writing these Terms shall apply to the provision of such Additional Services.

9. Customer's obligations

1. The Customer shall and shall procure that the Customer's personnel (and the Service Recipient and its personnel) comply with the Customer's obligations under the Contract including those as detailed in this clause 9, or as may be agreed from time to time ("Customer Responsibilities").
2. The Customer acknowledges that CALMCOMPLIANCE ability to provide the Services are dependent upon the full and timely co-operation of the Customer and/or Service Recipient (as the case may be) as well as the accuracy and completeness of any information and data the Customer and/or Service Recipient (as the case may be) provides to CALMCOMPLIANCE. Accordingly the Customer shall and shall procure that the Service Recipient shall:
 1. provide CALMCOMPLIANCE with access to and use of all information, data, documentation, personnel and such systems and software of the Customer and/or Service Recipient (as the case may be) reasonably required by CALMCOMPLIANCE for its performance of its obligations under the Contract including access to the Customer's and/or Service Recipient's (as the case may be) Management Information System ("MIS");
 2. provide all necessary co-operation in relation to the Contract.

3. The Customer shall and shall procure that the Service Recipient shall:-
 1. comply with all applicable laws and regulations with respect to its activities under the Contract. The Customer's and/or Service Recipient's (as the case may be) use of the Services may, from time to time, be governed by statutory or regulatory rules and requirements external to the terms and conditions of the Contract and it shall be the Customer's exclusive responsibility to ensure that the Customer's and the Service Recipient's use of the Service is in compliance with any such laws and regulations;
 2. carry out all other Customer Responsibilities in a timely and efficient manner;
 3. ensure that the Authorised Users use the Services and the Documentation in accordance with the Contract and shall be responsible for any Authorised User's breach of the Contract;
 4. obtain and shall maintain all necessary licences, consents, and permissions necessary for CALMCOMPLIANCE, its contractors and agents to perform their obligations under the Contract, including without limitation the Services;
 5. ensure that its network and systems comply with the relevant specifications provided by CALMCOMPLIANCE from time to time; and
 6. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to CALMCOMPLIANCE data centres, and all problems, delays, delivery failures and all other loss or damage arising from or relating to the Customer's and/or Service Recipient's (as the case may be) network connections or telecommunications links or caused by the internet.
4. The Customer shall not, and shall procure that the Service Recipient shall not, nor anyone on their behalf:
 1. use or redistribute the Services for the purpose of conducting the business of an Application Service Provider;
 2. not redistribute or reproduce the Services through any network;
 3. allow any unauthorised third party to access the Services;
 4. make changes of any kind to the Services; or
 5. attempt to correct any fault or perceived fault in the Services.
5. In the event of any delays in the Customer's and/or Service Recipient's (as the case may be) provision of such assistance as agreed by the parties under the Contract, without prejudice to any other rights or remedies of CALMCOMPLIANCE, CALMCOMPLIANCE:
 1. shall not be liable for any failure or delays in carrying out its obligations under the Contract resulting from the Customer's and/or Service Recipient's (as the case may be) failure or delay to fulfil any of the Customer Responsibilities; and/or
 2. may adjust any agreed timetable or delivery schedule as reasonably necessary.
6. The Customer shall continue to pay the Fees to CALMCOMPLIANCE in accordance with the Contract notwithstanding any failure by Customer and/or Service Recipient (as the case may be) to comply with this clause 9.
7. The Customer shall remain liable to CALMCOMPLIANCE for any acts of omissions of any Customer personnel and/or the Service Recipient (whether

tortious, contractual; or otherwise) as if such acts or omissions had been committed or omitted by the Customer itself.

10. Customer Computer Systems

1. The Customer is responsible for ensuring that the Customer Computer Systems meet any specification set out in the Documentation to receive the Services.
2. CALMCOMPLIANCE may need at times during the Term to access the Customer Computer Systems remotely for the purposes of inspecting, testing and supporting the Services.

11. Customer Data

1. During the Term, if the Services are integrated with any third-party systems or platforms, CALMCOMPLIANCE will use reasonable endeavours to retrieve or receive Customer Data from such integrations in accordance with the defined integration frequency, which may be real-time, scheduled, or otherwise agreed between the parties.
2. The Customer and/or Service Recipient (as the case may be) may also manually upload Customer Data to the Services via any available integrations, import features, or other approved data transfer methods.
3. The Customer and/or Service Recipient shall own all right, title, and interest in and to all of the Customer Data and shall bear sole responsibility for: a. the legality, reliability, integrity, accuracy, and quality of the Customer Data; and b. any losses of data, programs, breaches of security, viruses, and disabling or harmful devices that the Authorised User may introduce or otherwise experience through its own actions.
4. CALMCOMPLIANCE shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy, available at www.calmcompliance.com (or such other website address as may be notified to the Customer from time to time), as such document may be amended by CALMCOMPLIANCE in its sole discretion.
5. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for CALMCOMPLIANCE to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by CALMCOMPLIANCE in accordance with the archiving procedure described in its Back-Up Policy. CALMCOMPLIANCE shall not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by CALMCOMPLIANCE to perform services related to Customer Data maintenance and back-up).
6. CALMCOMPLIANCE shall, in providing the Services, comply with its Privacy and Security Policy (available at www.calmcompliance.com or such other website address as may be notified to the Customer from time to time), as may be amended in CALMCOMPLIANCE's sole discretion.

12. Fees and payment

1. The Customer shall pay the Fees to CALMCOMPLIANCE for the Services in accordance with this clause 12 and the Service Schedule.
2. The Subscription Fees are based on the parameters set out in the Service Schedule. If there is any change in those parameters by the Customer and/or

Service Recipient, CALMCOMPLIANCE shall increase the Subscription Fees payable by the Customer on notice to the Customer.

3. Unless otherwise stated, payment for the Services is due immediately, typically processed via Stripe. If CALMCOMPLIANCE issues an annual invoice and no payment terms are specified on that invoice, payment shall be due within 30 days from the date of the invoice.
4. Payment Methods. The Customer acknowledges that CALMCOMPLIANCE only accepts payment via Stripe or bank transfer, and does not accept payments by cash or cheque.
5. CALMCOMPLIANCE shall invoice the Customer for the Subscription Fees monthly in advance.
6. CALMCOMPLIANCE shall invoice the Customer for any Third Party Fees monthly in arrears.
7. The Customer shall pay each invoice in accordance with the applicable payment terms. Where no specific payment terms are provided on the invoice, payment shall be due within 30 days from the date of the invoice.
8. If CALMCOMPLIANCE has not received payment by the due date, and without prejudice to any other rights and remedies of CALMCOMPLIANCE:
 1. CALMCOMPLIANCE may, without liability to the Customer and/or Service Recipient, disable the Customer's and/or Service Recipient's password, account, and access to all or part of the Services, and shall be under no obligation to provide any or all of the Services while the invoice(s) remain unpaid.
 2. Interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then-current base lending rate of the Bank of England, commencing on the due date and continuing until fully paid, whether before or after judgment.
9. All amounts and Fees stated or referred to in the Contract:
 1. shall be payable in pounds sterling;
 2. are non-cancellable and non-refundable; and
 3. are exclusive of value added tax (VAT), which shall be added to CALMCOMPLIANCE invoices at the appropriate rate.

13. Proprietary rights

1. The Customer acknowledges and agrees that CALMCOMPLIANCE and/or its licensors own all Intellectual Property Rights in the Software, Services, the Documentation and Analytic Data. Except as expressly stated herein, the Contract does not grant the Customer and/or Service Recipient any rights to, or in, Intellectual Property Rights in respect of the Software, Services or the Documentation.
2. CALMCOMPLIANCE confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the Contract.
3. Nothing in this clause 13 shall restrict the right of the Customer to ownership, copying and use of the Customer Data in any way.

14. Confidentiality

1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract.

2. A party's Confidential Information shall not be deemed to include information that:
 1. is or becomes publicly known other than through any act or omission of the receiving party;
 2. was in the other party's lawful possession before the disclosure;
 3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
3. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.
4. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.
5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
6. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute CALMCOMPLIANCE Confidential Information.
7. The Customer shall procure that the Service Recipient complies with the obligations in this clause 14
8. This clause 14 shall survive termination of the Contract, however arising.
9. The Customer grants CALMCOMPLIANCE permission to name the Customer as one of its clients on its website or any other marketing materials.

15. Data protection

1. In this clause 15 the followings words shall have the following meanings:
 1. "Data Protection Legislation" shall mean any law, statute, regulation, rule or other binding restriction applicable in England & Wales or the European Union (for so long as and to the extent that such European legislation applies to England & Wales) regarding the protection of individuals with regards to the processing of their personal data, including the DPA, and any code of practice or guidance published by the Information Commissioner's Office from time to time;
 2. "DPA" shall mean the Data Protect Act 2018;
 3. "process", "personal data", "data processor", "data controller", "data subject" shall have the terms given to them in the Data Protection Legislation.
2. If and to the extent that CALMCOMPLIANCE processes any personal data in connection with the Services, the parties acknowledge that for the purposes of the Data Protection Legislation, the Customer and/or Service Recipient (as the case may be) is the data controller and CALMCOMPLIANCE is the data processor.

3. Both parties will comply, and shall procure that the Service Recipient will comply, with all applicable requirements of the Data Protection Legislation.
4. The Data Processing Appendix set out in the Data Processing Appendix sets out the scope, nature and purpose of processing by CALMCOMPLIANCE, the duration of the processing and the types of personal data and categories of data subject in relation to the Services.
5. Without prejudice to the generality of clause 15.3, the Customer shall and shall procure that the Service Recipient shall:
 1. provide complete, accurate and lawful written instructions to CALMCOMPLIANCE to govern the processing of personal data as initially set out in the Data Processing Appendix;
 2. ensure that the Customer and/or Service Recipient (as the case may be) has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to CALMCOMPLIANCE for the duration and purposes of the Services; and
 3. notify CALMCOMPLIANCE without undue delay on becoming aware of a personal data breach which has or may have an impact on the processing carried out by CALMCOMPLIANCE or the written instructions for processing.
6. Without prejudice to the generality of clause 15.3, CALMCOMPLIANCE shall, in relation to any personal data processed in connection with the performance by CALMCOMPLIANCE of its obligations under the Contract:
 1. process that personal data only on the written instructions of the Customer and/or Service Recipient (as the case may be) as set out in the Data Processing Appendix unless CALMCOMPLIANCE is required by the laws of England or by the laws of the European Union (for so long as and to the extent that they apply to CALMCOMPLIANCE) to process personal data ("**Applicable Laws**"). Where CALMCOMPLIANCE is relying on Applicable Laws as the basis for processing personal data, CALMCOMPLIANCE shall promptly notify the Customer or Service Recipient (as the case may be) of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit CALMCOMPLIANCE from so notifying the Customer or Service Recipient (as the case may be);
 2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
4. not transfer any personal data outside of the European Economic Area (which includes the United Kingdom for the purposes of this Agreement) unless the prior written consent of the Customer or Service Recipient (as the case may be) has been obtained and the following conditions are fulfilled:
 1. the Customer or Service Recipient (as the case may be) or CALMCOMPLIANCE has provided appropriate safeguards in relation to the transfer;
 2. the data subject has enforceable rights and effective legal remedies;
 3. CALMCOMPLIANCE complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 4. at the Customer's cost, CALMCOMPLIANCE complies with reasonable instructions notified to it in advance by the Customer or Service Recipient (as the case may be) with respect to the processing of the personal data;
 5. assist the Customer or Service Recipient (as the case may be), at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 6. notify the Customer or Service Recipient (as the case may be) by email within 48 hours of becoming aware of a personal data breach;
 7. at the written direction of the Customer or Service Recipient (as the case may be), delete or return personal data and copies thereof to the Customer or Service Recipient (as the case may be) on termination of the Contract unless required by Applicable Law to store the personal data;
 8. maintain complete and accurate records and information to demonstrate its compliance with this clause 15.6; and
 9. at the Customer's costs and on reasonable notice to CALMCOMPLIANCE, allow for audits by the Customer or its designated auditor.
7. The Customer consents and shall procure that the Service Recipient shall consent to CALMCOMPLIANCE appointing third-party processors of personal data under the Contract. CALMCOMPLIANCE maintain a list of current sub-processors, which as at the Effective Date includes Wonde. The current list of sub-processors is available at: www.calmcompliance.com CALMCOMPLIANCE confirms that it has with the third-party processor entered into a written agreement substantially on that third party's standard terms of business. Prior to appointing any other sub-processors, CALMCOMPLIANCE shall give the Customer and the Service Recipient 30 days' prior notice after which time the Customer shall have 90 days' to terminate the Contract if the Customer or the Service Recipient does not agree to the appointment. As between the Customer and

CALMCOMPLIANCE, CALMCOMPLIANCE shall remain fully liable for all acts or omissions of any third- party processor appointed by it pursuant to this clause 15.7.

8. Any changes made or additions to the requirements of the Customer or Service Recipient (as the case may be) in respect of its data processing requirements shall be dealt with via clause 8.

16. Term and termination

1. The Contract shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue for the Initial Term and, thereafter, the Contract shall continue until terminated by either party giving to the other written notice to terminate the Contract of not less than 30 days' notice such notice to expire on or after the expiry of the Initial Term.
2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 1. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
 2. the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
 3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 7. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such

process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2.3 to clause 16.2.9 (inclusive); or
 11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
3. On termination of the Contract for any reason:
1. all licences granted under the Contract shall immediately terminate;
 2. CALMCOMPLIANCE will provide the Customer and/or Service Recipient with access to a read only version of the Customer Data for a period of 90 days following the date of termination and the Customer and/or Service Recipient is responsible for ensuring that it makes its own copy of the Customer Data during that period;
 3. the Customer shall and shall procure that the Service Recipient shall uninstall or otherwise remove any means of access to the Services;
 4. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 5. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

17. Warranties

1. Each party warrants that it has all necessary power and authority to enter into the Contract.
2. The Customer warrants that:
 1. it has the necessary authority from the Service Recipient to act in all matters relating the Contract; and
 2. that it has appropriate contractual arrangements in place with the Service Recipient that facilitate this agency arrangement including ensuring that the relevant Service Recipient:
 1. gives the Customer prompt notice of any claim against or by the Service Recipient;
 2. provides co-operation to the Customer and/or CALMCOMPLIANCE as required (at the Customer's expense) in respect of any such matters.

18. Indemnity

1. The Customer shall defend, indemnify and hold harmless CALMCOMPLIANCE against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's and the Service Recipient's use of the Services and/or Documentation, provided that:
 1. the Customer is given prompt notice of any such claim;

2. CALMCOMPLIANCE provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
3. the Customer is given sole authority to defend or settle the claim.
2. CALMCOMPLIANCE shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
 1. CALMCOMPLIANCE is given prompt notice of any such claim;
 2. the Customer provides reasonable co-operation to CALMCOMPLIANCE in the defence and settlement of such claim, at CALMCOMPLIANCE expense; and
 3. CALMCOMPLIANCE is given sole authority to defend or settle the claim.
3. In the defence or settlement of any claim, CALMCOMPLIANCE may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
4. In no event shall CALMCOMPLIANCE, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 1. a modification of the Services or Documentation by anyone other than CALMCOMPLIANCE; or
 2. the Customer's or the Service Recipient's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by CALMCOMPLIANCE; or
 3. the Customer's and/or Service Recipient's use of the Services or Documentation after notice of the alleged or actual infringement from CALMCOMPLIANCE or any appropriate authority.
5. Clause 18.2 states the Customer's sole and exclusive rights and remedies, and CALMCOMPLIANCE (including CALMCOMPLIANCE employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

19. Limitation of liability

1. This clause 19 sets out the entire financial liability of CALMCOMPLIANCE (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
 1. arising under or in connection with the Contract;
 2. in respect of any use made by the Customer or Service Recipient (as the case may be) of the Services and Documentation or any part of them; and
 3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
2. Except as expressly and specifically provided in the Contract:

1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer or Service Recipient, and for conclusions drawn from such use. CALMCOMPLIANCE shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to CALMCOMPLIANCE by the Customer or Service Recipient (as the case may be) in connection with the Services, or any actions taken by CALMCOMPLIANCE at the Customer's or Service Recipient's direction;
2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
3. the Services and the Documentation are provided to the Customer and/or Service Recipient on an "as is" basis.
3. Nothing in the Contract excludes the liability of CALMCOMPLIANCE:
 1. for death or personal injury caused by CALMCOMPLIANCE negligence; or
 2. for fraud or fraudulent misrepresentation.
4. Subject to clause 19.2 and clause 19.3:
 1. CALMCOMPLIANCE shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
 2. CALMCOMPLIANCE total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

20. General

1. CALMCOMPLIANCE shall not be liable for any failure or delay in performing its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for more 14 days, CALMCOMPLIANCE shall be entitled to terminate the Contract by giving 7 days notice in writing.
2. The Customer shall not partially or wholly assign or sub-contract any of its obligations under the Contract.
3. CALMCOMPLIANCE may perform any or all of its obligations under the Contract through sub-contractors, agents or other third parties, without the Customer's written consent.
4. The Contract represents the entire agreement between the parties and supersedes all earlier warranties, representations, statements or agreements (whether written or oral). The Customer acknowledges that in entering into the Contract, the Customer has not relied on any, and shall have no remedy in respect of, any statement, representation, warranty or understanding

(whether negligently or innocently made) of any person (whether party to the Contract or not) other than as expressly set out in the Contract as a warranty.

5. Any notice under the Contract or required by statute, law or regulation shall be delivered in person, sent by registered mail, properly posted and fully pre-paid in an envelope to the respective parties at their respective registered or principal offices.
6. Third Party Rights
 1. Except as expressly stated in this Contract, the parties intend that any person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 ("Act") to enforce any term of the Contract, but this does not affect any right or remedy of a third party which exists, or is available, apart from the Act.
 2. The Service Recipient may receive the benefit of this Contract. CALMCOMPLIANCE shall be entitled and obliged to rely upon the authority of the Customer as agent for the Service Recipient in all matters relating to the Contract.
 3. Notwithstanding that the Service Recipient may receive the benefit of the Services performed by CALMCOMPLIANCE under the Contract it is agreed between the parties that:
 1. only the Customer (and not the Service Recipient) shall be able to enforce this Contract directly against CALMCOMPLIANCE and shall subject to the limitations within this Contract, be able to recover losses on behalf of the relevant Service Recipient as though it were suffered by the Customer ("Relevant Claim"); and
 2. subject to clause 19.4, each Relevant Claim shall be limited to actual losses suffered by the relevant Service Recipient. For the avoidance of doubt, no losses of any other Service Recipient, or other Group Member (including Customer) can be claimed under the Relevant Claim.
7. If any provision is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the rest of the Contract, which shall remain in full force and effect.
8. Failure by CALMCOMPLIANCE to exercise or enforce any of its rights or remedies under the Contract shall not constitute a waiver of any such right or remedy, nor shall it prevent the exercise or enforcement of the right or remedy at any time.
9. If the Customer is unhappy with any aspect of the Services, please contact CALMCOMPLIANCE on the contact details set out on its website.
10. Unless otherwise expressly stated, nothing in these Terms shall create a partnership or agency between the parties.
11. If a dispute arises between the parties in relation to the Contract in any way, the parties shall first try in good faith to amicably resolve the dispute within 28 days of the dispute arising.
12. Subject to clause 20.11, the Contract and any dispute arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the courts of England & Wales having exclusive jurisdiction in relation to such.

21. Definitions. The definitions in this clause apply in the Terms.

1. **Additional Terms:** as may be detailed in the Service Schedule from time to time.
2. **Analytic Data:** statistical analysis, market data and predictive models relating to CALMCOMPLIANCE customers use of the Services, including the Customer's and/or Service Recipient's (as the case may be).
3. **Authorised Users:** those employees, agents and independent contractors of the Customer or the Service Recipient, who are authorised by the Customer and/or Service Recipient (as the case may be) to use the Services and the Documentation.
4. **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
5. **Business Hours:** 9.00 am to 5.00 pm local UK time, each Business Day.
6. **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 14.
7. **Customer Computer System:** the Customer's and/or Service Recipient's (as the case may be) computer hardware, firmware, software and communications infrastructure through and on which the Services are to be used.
8. **Customer Data:** the data inputted by Authorised Users or CALMCOMPLIANCE on the Customer's and/or Service Recipient's (as the case may be) behalf for the purpose of using the Services or facilitating the Customer's and/or Service Recipient's (as the case may be) use of the Services.
9. **Documentation:** the document made available to the Customer and/or Service Recipient's (as the case may be) by CALMCOMPLIANCE online via www.calmcompliance.com or such other web address notified by CALMCOMPLIANCE to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
10. **Effective Date:** the date of the Contract.
11. **Enhancement:** a modification to the Software other than an Update which:
 1. contains significant new features;
 2. may be priced and offered separately as an optional addition to the Services; and
 3. is not made routinely available to customers that purchase the Services.
12. **Fees:** the Subscription Fees and the Third Party Fees.
13. **Group Member:** where the Customer is a trust, group or partnership of schools, those academies or schools that all within that trust, group or partnership of schools.
14. **Initial Term:** the initial term of the Contract as set out in the Service Schedule.
15. **Intellectual Property Rights:** intellectual property rights being, all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography

rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

16. **Service Recipient:** a Group Member receiving the relevant licence/ Services as detailed in the Service Schedule.
17. **Service Schedule:** the service schedule for the Services signed by or on behalf of the Customer which is accepted by CALMCOMPLIANCE pursuant to clause 2.3.
18. **Services:** the subscription services provided by CALMCOMPLIANCE to the Customer and/or Service Recipient's (as the case may be) under the Contract via the Software, as more particularly described in the Documentation, excluding any parts not included in the Subscription.
19. **Software:** the online software applications provided by CALMCOMPLIANCE as part of the Services. Subscription: the subscription level of the Software made available to the Customer and/or Service Recipient's (as the case may be) as part of the Services, initially as set out in the Service Schedule.
20. **Subscription Fees:** the subscription fees payable by the Customer to CALMCOMPLIANCE for the User Subscriptions and the Subscription, as set out the Service Schedule.
21. **Support Services Policy:** CALMCOMPLIANCE policy for providing support in relation to the Services as made available on the online administrator page at www.calmcompliance.com or such other website address as may be notified to the Customer from time to time.
22. **Term:** the Initial Term together with any subsequent period until the Contract is terminated.
23. **Third Party Fees:** the fees payable for Third Party Services.
24. **Third Party Services:** as defined in clause 6.1.
25. **Update/Updated:** any improvements, modifications or corrections to the functionality of the Services that are generally made available at no additional cost to CALMCOMPLIANCE customers who purchase the Services.
26. **User Subscriptions:** the user subscriptions purchased by the Customer pursuant to clause 12.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with the Contract.
27. **Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Data Processing Appendix

Processing by CALMCOMPLIANCE

1. **Nature** CALMCOMPLIANCE is online software for managing, distributing, and tracking organisational documents and policies, with features designed for educational institutions and businesses across the World. The system enables efficient document management, policy distribution, version control, and compliance tracking.
2. **Purpose of processing** This information is processed to enable organisations to efficiently manage, distribute, and track document engagement, ensuring compliance with internal policies and relevant regulatory requirements.
3. **Duration of the processing** CALMCOMPLIANCE will process the data whilst the Customer is a subscriber to our service and for a further 90 days from the termination of the Contract, unless otherwise specified by applicable data retention laws or customer requirements.
4. **Categories of data subject and types of personal data**

User identification data: name, email

Authentication data: login credentials

Organisational data: job title, department, role

Document interaction data: view history, acknowledgment status, completion timestamps

System usage data: access logs, activity timestamps

Administrative data: user permissions, group memberships