

# Terms and Conditions

Please read these Terms and Conditions carefully before registering for a free trial or chargeable subscription for the Services offered on this website operated by Hardenize Limited, Unit 2.05, 12-18 Hoxton Street, London N1 6NG, United Kingdom.

By registering and completing the online Order Form for a chargeable subscription for the Services at [www.hardenize.com](http://www.hardenize.com) and clicking on the accept buttons relating to our Terms and Conditions, DPA, and Privacy Policy, you the Customer agree to be legally bound by these Terms and Conditions, DPA, and Privacy Policy as they may be modified and posted on our website from time to time. In the event of any inconsistency between the content of the Terms and Conditions, DPA, and the Privacy Policy, the Terms and Conditions shall prevail followed by the terms of the DPA and then the Privacy Policy.

If you do not wish to be bound by these Terms and Conditions, DPA, and Privacy Policy then you may not purchase our Services.

## 1. Definitions

<b>Agreement</b>	means these Terms and Conditions, Order Form, DPA, and Privacy Policy together;
<b>Company</b>	means Hardenize Limited;
<b>Confidential Information</b>	means any and all information in whatsoever form relating to the Company or the Customer, or the business, prospective business, finances, technical processes, computer software (both source code and object code), Intellectual Property Rights or finances of the Company or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party's Company's possession by virtue of its entry into this Agreement or provision of the Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information;
<b>Consequential Loss</b>	means pure economic loss, special loss, losses incurred by any Client or other third party, losses arising from business interruption, loss of business revenue, goodwill or anticipated savings, losses whether or not occurring in the normal course of business, costs of procuring substitute goods or product(s) or wasted management or staff time;
<b>Customer Data</b>	means all data imported into the Services for the purpose of using the Services or facilitating the Customer's use of the Services;
<b>Customer</b>	means the company or person named in the Order Form;
<b>DPA</b>	means the data processing agreement of the Company published at <a href="http://hardenize.com/about/dpa">hardenize.com/about/dpa</a> , as amended from time to time;
<b>Effective Date</b>	means the effective date set out in the Order Form;
<b>Feedback</b>	means feedback, innovations or suggestions created by Authorised Users or Clients regarding the attributes, performance or features of the Services;
<b>Fees</b>	means the fees set out in the confirmation invoice sent to the Customer prior to expiry of the Trial Period;
<b>Force Majeure</b>	means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, including without limitation where Company ceases to be entitled to access the Internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency;
<b>Initial Term</b>	means the initial term set out in the Order Form which starts automatically on the date the Trial Period expires, unless either party terminates the Agreement upon giving notice to the other for any reason prior to the expiry of the Free Trial;
<b>Intellectual Property Rights</b>	means all copyrights, patents, utility models, trade marks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database

rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;

<b>Order Form</b>	means the order form completed by the Customer for the purchase of the Services;
<b>Privacy Policy</b>	means the privacy policy published at <a href="https://hardenize.com/about/privacy">hardenize.com/about/privacy</a> as amended from time to time;
<b>Renewal Term</b>	means the renewal term set out in the Order Form
<b>Services</b>	means the software applications services of the Company, ordered by the Customer which are made available to the Customer in accordance with the terms of this Agreement and including any computer software programmes and, if appropriate, Updates thereto;
<b>Term</b>	means the Trial Period and Initial Term plus any Renewal Terms together;
<b>Terms and Conditions</b>	means these terms and conditions published at <a href="https://hardenize.com/about/terms_and_conditions">hardenize.com/about/terms_and_conditions</a> as amended from time to time;
<b>Trial Period</b>	means the free trial period which starts on the date the Customer signs up for the Services and ends on the date set out in the Order Form;
<b>Updates</b>	means any new or updated applications services or tools (including any computer software programmes) made available by the Company as part of the Services

## 2. Services

- 2.1** The Customer engages the Company and the Company agrees to provide the Services to the Customer in accordance with the terms of this Agreement from the Effective Date for the Term.
- 2.2** If the Customer wishes to purchase additional Services after the Effective Date, such Services shall be set out in one or more additional Order Forms completed by the parties, which shall be incorporated into this Agreement.

## 3. Licence to use the Services

- 3.1** Subject to the Customer's payment of the Fees, the Customer is granted a non-exclusive and non-transferable licence to permit Authorised Users and clients to use the Services (including any associated software, Intellectual Property Rights and Confidential Information of the Company) from the Effective Date during the Term for the Customer's internal business operations. Such licence permits the Customer to make copies of software or other information necessary for the Customer to receive the Services via the Internet. Where open source software is used as part of the Services, such software use by the Customer will be subject to the terms of the open source licences. No additional implied rights are granted beyond those specifically mentioned in this clause 3.1.
- 3.2** Nothing in this Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the software comprised within the Services. Disassembly, decompilation or reverse engineering and other source code derivation of the software comprised within the Services is prohibited. To the extent that the Customer is granted the right by law to decompile such software in order to obtain information necessary to render the Services interoperable with other software (and upon written request by the Customer identifying relevant details of the Services(s) with which interoperability is sought and the nature of the information needed), the Company will provide access to relevant source code or information. The Company has the right to impose reasonable conditions including but not limited to the imposition of a reasonable fee for providing such access and information.
- 3.3** Unless otherwise specified in this Agreement, the Services are provided and may be used solely by the Customer and its Authorised Users or Clients as part of the Customer's website/desktop architecture to scan the Customer's own networks and systems. The Customer may not: (i) lease, loan, resell, assign, licence, distribute or otherwise permit access to the Services; or (ii) use the Services to provide ancillary services related to the Services; or (iii) except as permitted in this Agreement, permit access to or use of the Services by or on behalf of any third party.

## 4 Intellectual Property Rights

- 4.1** All Intellectual Property Rights and title to the Services (save to the extent these incorporate any Customer Data, Customer Intellectual Property Rights or third party owned item) shall remain with the Company and/or its licensors and subcontractors. No interest or ownership in the Services, the Intellectual Property Rights or otherwise is transferred to the Customer under this Agreement. No right to modify, adapt, or translate the Services or create derivative works from the Services is granted to the Customer. Nothing in this Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the software comprised within the Services.
- 4.2** The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing Intellectual

Property Rights and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer grants the Company a non-exclusive, licence to use Customer Data, Customer Intellectual Property Rights and any third party owned item from the Effective Date for the Term to the extent required for the provision of the Services.

- 4.3** The Customer is not allowed to remove any proprietary marks or copyright notices from the Services.
- 4.4** The Customer grants the Company a non-exclusive, non-transferable, revocable licence to display the Customer's name, logo and trademarks, as designated and/or amended by the Customer from time to time and as required in the creation of correspondence, documentation and website front ends in the provision of the Services.
- 4.5** The Customer assigns all rights, title and interest in any Feedback to the Company. If for any reason such assignment is ineffective, the Customer shall grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.
- 4.6** The Company may take and maintain technical precautions to protect the Services from improper or unauthorised use, distribution or copying.

## **5 Term**

- 5.1** This Agreement shall commence on the Effective Date for the Initial Term. At the expiry of the Initial Term, this Agreement will automatically renew for Renewal Terms and continue until either party terminates the Agreement by giving the other notice prior to a Renewal Term. Neither party may terminate the Agreement without cause during the Initial Term.

## **6 Fees and Invoicing**

- 6.1** The Company shall invoice the Customer the Fees set out in the Order Form. All invoices shall be issued in the currency stated in the Order Form. All Fees exclude any Value Added Tax legally payable on the date of the invoice, which shall be paid by the Customer in addition, where applicable.
- 6.2** Fees remain fixed for the Initial Term of the Agreement. The Company may change the Fees charged for the first and subsequent Renewal Terms by providing notice via email at least 60 days prior to a Renewal Term.
- 6.3** The Customer undertakes that all details provided for the purpose of obtaining the Services will be correct and that any credit card details used are its own and that there are sufficient funds or credit facilities to cover the Fees.

## **7 Payment**

- 7.1** In consideration of the provision of the Services by the Company, the Customer shall pay to the Company the Fees.
- 7.2** Unless stated otherwise in the Order Form, payment of all Fees is due within 30 days of the date of properly rendered, undisputed invoices and shall be without prejudice to any claims or rights which the Customer may have against the Company. If the Customer believes that any invoice is incorrect, it must notify the Company in writing within 30 days of the invoice date.
- 7.3** Where payment of any Fee is not received within 30 days of the due payment date, the Company may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remains unpaid. The Company shall be entitled to charge interest on overdue Fees at the applicable statutory rate.
- 7.4** The Company reserves the right to recover any costs and reasonable legal fees it incurs in recovering overdue payments.

## **8 Confidential Information**

- 8.1** Each party may use the Confidential Information of a disclosing party only for the purposes of this Agreement. Each party must keep confidential all Confidential Information disclosed to it, except where the recipient of Confidential Information is required to disclose the Confidential Information by law to any regulatory, governmental or other authority with relevant powers to which either party is subject.
- 8.2** Either party may disclose the Confidential Information of the other party to those of its employees and agents who have a need to know the Confidential Information for the purposes of this Agreement but only if the employee or agent is bound by confidentiality undertakings equivalent to those set out in this Agreement.
- 8.3** Both parties agree to destroy or return all documents and other materials containing Confidential Information immediately upon completion of the Services or termination or expiry of this Agreement.
- 8.4** The obligations of confidentiality under this Agreement do not extend to information that: (i) was rightfully in the possession of the receiving party before the negotiations leading to this Agreement; (ii) is, or after the Effective Date, becomes public knowledge (otherwise than as a result of a breach of this Agreement); or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party, which independent development can be shown by written evidence; or (v) is required by law to be disclosed.

- 8.5** If either party is required to disclose any Confidential Information pursuant to clause 10.4(v) such party shall, where lawfully permitted to do so: (i) promptly consult with and take into account any comments from the other party prior to making any disclosure; and (ii) work with the other party to ensure that any exemptions or other legitimate means of preventing disclosure or limiting disclosure are used to the fullest extent possible.

## **9 Data Protection**

- 9.1** Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.
- 9.2** To the extent that personal data is processed using the Services, the parties acknowledge that the Company is a data processor and the Customer is a data controller and the parties shall comply with their respective statutory data protection obligations and their contractual obligations set out in the DPA.
- 9.3** If a third party alleges infringement of its data protection rights, the Company shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.
- 9.4** Any information that the Customer provides to the Company including Customer Data uploaded to the Company servers, information provided during registration or information provided when ordering or using the Services (such as the Customer's email address) will be used by the Company in accordance with the terms of this Agreement and the Privacy Policy. The Customer grants the Company the right to modify, copy or save such data as part of processing it for use with the Services.
- 9.5** Customers are responsible for keeping copies of Customer Data used and stored on the Company's servers. Customers are responsible for removing all Customer Data from the Services prior to the termination or expiry of this Agreement. Notwithstanding the aforesaid, the Company reserves the right to remove all Customer Data six months after the expiry or termination of this Agreement without giving the Customer any prior notice of such deletion.

## **10 Warranties**

- 10.1** Each party warrants and represents that: (i) it has full corporate power and authority to enter into this Agreement and to perform the obligations required hereunder; (ii) the execution and performance of its obligations under this Agreement does not violate or conflict with the terms of any other agreement to which it is a party and is in accordance with any applicable laws; and (iii) it shall respect all applicable laws and regulations, governmental orders and court orders, which relate to this Agreement.
- 10.2** The Company warrants to the Customer that: (i) it has the right to license the Services: (i) the Services shall be performed with reasonable skill and care and in a professional manner in accordance with good industry practice; (iii) that use of the Services will not infringe the Intellectual Property Rights of any third party. The foregoing warranties shall not: (a) cover deficiencies or damages relating to any third party components not furnished by the Company; or (b) any third party provided connectivity necessary for the provision or use of the Services. In the event of a breach of the warranties under this clause 10.2, the Company shall have no liability or obligations to the Customer other than to reimburse the Fees for the Services.
- 10.3** No warranty is made regarding the results of usage of the Services or that the functionality of the Services will meet the requirements of the Customer or that the Services will operate uninterrupted or error free. This clause shall survive the termination of this Agreement.
- 10.4** The Customer acknowledges that Services should not be used for high risk applications where precise locations or features on maps are essential to the Customer, for example use of the Services by the emergency services.
- 10.5** All third party content or information provided by the Company via the Services, for example prices is provided "as is". The Company provides no warranties in relation to such content or information and shall have no liability whatsoever to the Customer for its use or reliance upon such content or information.
- 10.6** The Customer warrants that it rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under this Agreement.
- 10.7** The Customer warrants and represents that it and the Authorised Users shall maintain reasonable security measures (as may change over time) covering, without limitation, confidentiality, authenticity and integrity to ensure that the access to the Services granted under this Agreement is limited as set out under this Agreement. In particular the Customer and Authorised Users shall treat any identification, password or username or other security device for use of the Services with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Company in writing. The Customer shall be liable for any breach of this Agreement by an Authorised User or Client.
- 10.8** The Customer warrants and represents that it shall ensure that its network and systems comply with the relevant specification provided by the Company from time to time and that it is solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer's systems to the Company's data centres and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.

- 10.9** Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose), are hereby excluded to the fullest extent permitted by law.

## **11 Liability**

- 11.1** Neither party excludes or limits its liability for fraud, death or personal injury caused by any negligent act or omission or wilful misconduct in connection with the provision or use of the Services.
- 11.2** Neither party shall be liable for any Consequential Loss arising out of or related to this Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising, even if the party was advised of the possibility of such damages.
- 11.3** Subject to clauses 11.1 to 11.3 inclusive the total liability of the Company to the Customer in aggregate (whether in contract, tort or otherwise) for any and all claims relating to or arising under this Agreement or based upon any claim for indemnity or contribution shall be limited to the total Fees (excluding all taxes) paid by the Customer to the Company during the 12 month period prior to the date on which any such claim arose. If the duration of the Agreement has been less than 12 months, such shorter period shall apply.
- 11.4** The Customer shall be liable for any breaches of this Agreement caused by the acts, omissions or negligence of any Authorised Users or Clients who access the Services as if such acts, omissions or negligence had been committed by the Customer itself.
- 11.5** The Customer shall not raise any claim under this Agreement more than 1 year after the discovery of the circumstances giving rise to a claim.
- 11.6** The parties acknowledge and agree that in entering into this Agreement, each had recourse to its own skill and judgement and have not relied on any representation made by the other, their employees or agents.

## **12 Indemnities**

- 12.1** The Company, at its own expense, shall: (i) defend, or at its option, settle any claim or suit brought against the Customer by a third party on the basis of infringement of any Intellectual Property Rights by the Services (excluding any claim deriving from any Customer provided item); and (ii) pay any final judgement entered against the Customer on such issue or any settlement thereof, provided that: (a) the Customer notifies the Company promptly of each such claim; (b) the Company is given sole control of the defence and/or settlement; and (c) the Customer fully co-operates and provides all reasonable assistance to the Company in the defence or settlement.
- 12.2** If all or any part of the Services becomes, or in the opinion of the Company may become, the subject of a claim, the Company at its own expense and sole discretion may: (i) procure for the Customer the right to continue to use the Services or the affected part thereof; or (ii) replace the Services or affected part with other suitable non-infringing service(s); or (iii) modify the Services or affected part to make the same non-infringing.
- 12.3** The Company shall have no obligations under this clause 12 to the extent that a claim is based on: (i) the combination, operation or use of the Services with other services or software not provided by the Company, if such infringement would have been avoided in the absence of such combination, operation or use; or (ii) use of the Services in any manner inconsistent with this Agreement; or (iii) the negligence or wilful misconduct of the Customer or its authorised Users or Clients.
- 12.4** The Customer shall defend, indemnify and hold the Company and its employees, suppliers or agents harmless from and against any cost, losses, liabilities and expenses, including reasonable legal costs arising from any claim relating to or resulting directly or indirectly from: (i) any claimed infringement or breach by the Customer of any Intellectual Property Rights with respect to the Customer's use of the Services outside the scope of this Agreement; (ii) any access to or use of the Services by an Authorised User, Client or third party; and (iii) use by the Company of any Customer provided item; (iv) breaches of data protection law or regulations resulting from the Company processing data on behalf of and in accordance with the instructions of the Customer; or (v) any breach of this Agreement by an Authorised User or Client.
- 12.5** Subject to clauses 12.1 to 12.4 inclusive, each party ('the first party') indemnifies and undertakes to keep indemnified the other party, its officers, servants and agents ('the second party') against any costs or expenses (including the cost of any settlement) arising out of any claim, action, proceeding or demand that may be brought, made or prosecuted against the second party under clause 12 of this Agreement. Such indemnity extends to and includes all costs, damages and expenses (including legal fees and expenses) reasonably incurred by the second party in defending any such action, proceeding claim or demands.

## **13 Security**

- 13.1** The Customer, Authorised Users and Clients must ensure that each password is only used by the user to which it has been assigned. The Customer is responsible for any and all activities that occur under the Customer's account and via the Customer's passwords. The Customer will immediately notify the Company if the Customer becomes aware of any unauthorised use of the Customer's account, the Customer's passwords or breach of security known to the Customer. The Company shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.

- 13.2** The Company may suspend access to the Services, or portion thereof, at any time, if in the Company's sole reasonable discretion, the integrity or security of the Services is in danger of being compromised by acts of the Customer, Authorised Users or Clients.

## **14 Termination**

- 14.1** The Company may immediately terminate this Agreement or the provision of any Services provided pursuant to this Agreement if: (i) the Customer has used or permitted the use of the Services other than in accordance with this Agreement; or (ii) the Company is prohibited under applicable law, or otherwise from providing the Services; or (iii) if the Services are being provided free of charge.
- 14.2** Either party shall be entitled to terminate this Agreement on written notice to the other party if the other party: (i) goes into voluntary or involuntary liquidation (otherwise than for the purpose of a solvent reconstruction or amalgamation) or has a receiver or administrator or similar person appointed or is unable to pay its debts within the meaning of s268 Insolvency Act 1986 or ceases or threatens to cease to carry on business or if any event occurs which is analogous to any of the foregoing in another jurisdiction; or (ii) commits a material breach of any term of this Agreement which, if capable of remedy, is not remedied within 28 Business Days of receipt of a written notice specifying the breach and requiring it to be remedied; or (iii) is prevented by Force Majeure from fulfilling its obligations for more than twenty eight (28) days.
- 14.3** Upon termination of this Agreement: (i) the Company shall immediately cease providing the Services to the Customer and all licences granted hereunder shall terminate; (ii) the Customer shall promptly pay the Company all unpaid Fees for the remainder of the Term. No Fees already paid shall be refunded if the Agreement is terminated prior to the end of the Term; and (iii) at the option of the Customer, following receipt of a request from the Customer the Company shall delete (in accordance with the terms of the DPA) or return all personal data, provided that such request is made within 30 days of termination.
- 14.4** Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties. All clauses which by their nature should continue after termination shall, for the avoidance of doubt, survive the expiration or sooner termination of this Agreement and shall remain in force and effect.

## **15 Relationship between the Parties**

- 15.1** The Company and the Customer are independent contractors and nothing in this Agreement will be construed as creating an employer-employee relationship.

## **16 Third Parties**

- 16.1** Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the provision of the Services is intended to be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999, or any similar legislation in any applicable jurisdiction.

## **17 Assignment**

- 17.1** No party may assign or transfer its rights under this Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld, however the Company shall be entitled to assign the Agreement to: (i) any company in the Company's group of companies; or (ii) any entity that purchases the shares or assets of the Company as the result of a merger, takeover or similar event.

## **18 Force Majeure**

- 18.1** If a party is wholly or partially prevented by Force Majeure from complying with its obligations under this Agreement, then that party's obligation to perform in accordance with this Agreement will be suspended. As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under this Agreement. If the Force Majeure event last for more than 28 days the non-defaulting party may terminate this Agreement with immediate effect without penalty.

## **19 Miscellaneous**

- 19.1** Should a provision of this Agreement be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.
- 19.2** This Agreement constitutes the whole agreement and understanding between the parties and supersedes all prior agreements, representations, negotiations and discussions between the parties relating to the subject matter thereof.
- 19.3** In the event of any inconsistency between the content of the Terms and Conditions, the Order Form, the DPA, and the Privacy Policy, the DPA, the Order Form shall prevail followed by the Terms and Conditions and then the Privacy Policy. If after the Effective Date any subsequent order form is signed by the parties and added to this Agreement during the Term and there is a conflict between the terms of such subsequent order form, its attachments and the Terms and Conditions, the last signed order form shall prevail over the terms of any previous order form and its attachments, unless specifically stated otherwise in the subsequent order form.

- 19.4** Amendments to, or notices to be sent under this Agreement, shall be in writing and shall be deemed to have been duly given if sent by registered post, fax, or email to a party at the address given for that party in this Agreement, or via an in-app notification to one of the Authorised Users with administration authority. Notwithstanding the aforesaid, the Company may change or modify the terms of this Agreement upon giving the Customer 30 days notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer terminates the Agreement prior to the expiry of the 30 day period. These Terms and Conditions were last updated on 26 April 2018 and replace any other Terms and Conditions previously applicable from this date.
- 19.5** Neither party shall make any public statement, press release or other announcement relating to the terms or existence of this Agreement, or the business relationship of the parties, without the prior written consent of the other party. Notwithstanding the aforesaid the Company may use the Customer's name and trademarks (logo only) to list the Customer as a client of the Company on its website and in other marketing materials and information.
- 19.6** This Agreement shall be governed by the laws of England and Wales. The courts of England shall have exclusive jurisdiction for the settlement of all disputes arising under this Agreement.

# Data Processing Agreement

This Data Processing Agreement is entered into between the Company and the Customer and is incorporated into and governed by the terms of the Agreement.

## 1. Definitions

Any capitalised term not defined in this DPA shall have the meaning given to it in the Agreement.

<b>Affiliates</b>	means any entity that directly or indirectly controls, is controlled by, or is under common control of a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of a party;
<b>Agreement</b>	means the agreement between the Company and the Customer for the provision of the Solution and Services;
<b>Controller</b>	means the Customer
<b>Data Subject</b>	shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (as amended from time to time, or replaced by subsequent legislation);
<b>DPA</b>	means this data processing agreement together with Exhibit A;
<b>Personal Data</b>	shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (as amended from time to time, or replaced by subsequent legislation);
<b>Processor</b>	means the Company;
<b>Security Policy</b>	means the Company's security document as updated from time to time and made reasonably available by the Company;
<b>Standard Contractual Clauses</b>	means the EU model clauses for personal data transfer from controllers to processors c2010-593 - Decision 2010/87EU;
<b>Sub-Processor</b>	means any person or entity engaged by the Company or its Affiliate to process Personal Data in the provision of the Solution and Services to the Customer.

## 2 Purpose

- 2.1** The Processor has agreed to provide the Services to the Controller in accordance with the terms of the Agreement. In providing the Services, the Processor shall process Customer Data on behalf of the Controller. Customer Data may include Personal Data. The Processor will process and protect such Personal Data in accordance with the terms of this DPA.

## 3 Scope

- 3.1** In providing the Solution and Services to the Controller pursuant to the terms of the Agreement, the Processor shall process Personal Data only to the extent necessary to provide the Solution and Services in accordance with both the terms of the Agreement and the Controller's instructions documented in the Agreement and this DPA.

## 4 Processor Obligations

- 4.1** The Processor may collect, process or use Personal Data only within the scope of this DPA.
- 4.2** The Processor confirms that it shall process Personal Data on behalf of the Controller and shall take steps to ensure that any natural person acting under the authority of the Processor who has access to Personal Data shall only process the Personal Data on the documented instructions of the Controller.
- 4.3** The Processor shall promptly inform the Controller, if in the Processor's opinion, any of the instructions regarding the processing of Personal Data provided by the Controller, breach any applicable data protection laws.
- 4.4** The Processor shall ensure that all employees, agents, officers and contractors involved in the handling of Personal Data: (i) are aware of the confidential nature of the Personal Data and are contractually bound to keep the Personal Data confidential; (ii) have received appropriate training on their responsibilities as a data processor; and (iii) are bound by the terms of this DPA.
- 4.5** The Processor shall implement appropriate technical and organisational procedures to protect Personal Data, taking into account



the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

- 4.6** The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In accessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- 4.7** The technical and organisational measures detailed in the Security Policy shall be at all times adhered to as a minimum security standard. The Controller accepts and agrees that the technical and organisational measures are subject to development and review and that the Processor may use alternative suitable measures to those detailed in the attachments to this DPA.
- 4.8** The Controller acknowledges and agrees that, in the course of providing the Solution and Services to the Controller, it may be necessary for the Processor to access the Personal Data to respond to any technical problems or Controller queries and to ensure the proper working of the Solution and Services. All such access by the Processor will be limited to those purposes.
- 4.9** Where Personal Data relating to an EU Data Subject is transferred outside of the EEA it shall be processed in accordance with the provisions of the Standard Contractual Clauses, unless the processing takes place: (i) in a third country or territory recognised by the EU Commission to have an adequate level of protection; or (ii) by an organisation located in a country which has other legally recognised appropriate safeguards in place, such as the EU-US Privacy Shield or Binding Corporate Rules.
- 4.10** Taking into account the nature of the processing and the information available to the Processor, the Processor shall assist the Controller by having in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights and the Controller's compliance with the Controller's data protection obligations in respect of the processing of Personal Data.

## **5 Controller Obligations**

- 5.1** The Controller represents and warrants that it shall comply with the terms of the Agreement, this DPA and all applicable data protection laws.
- 5.2** The Controller represents and warrants that it has obtained any and all necessary permissions and authorisations necessary to permit the Processor, its Affiliates and Sub-Processors, to execute their rights or perform their obligations under this DPA.
- 5.3** The Controller is responsible for compliance with all applicable data protection legislation, including requirements with regards to the transfer of Personal Data under this DPA and the Agreement.
- 5.4** All Affiliates of the Controller who use the Solution and Services shall comply with the obligations of the Controller set out in this DPA.
- 5.5** The Controller shall implement appropriate technical and organisational procedures to protect Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The Controller shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In accessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- 5.6** The Controller shall take steps to ensure that any natural person acting under the authority of the Controller who has access to Personal Data only processes the Personal Data on the documented instructions of the Controller.
- 5.7** The Controller may require correction, deletion, blocking and/or making available the Personal Data during or after termination of the Agreement. The Processor will process the request to the extent it is lawful, and will reasonably fulfil such request in accordance with its standard operational procedures to the extent possible.
- 5.8** The Controller acknowledges and agrees that some instructions from the Controller, including destruction or return of data, assisting with audits, inspections or DPIAs by the Processor, may result in additional fees. In such case, the Processor will notify the Controller of its fees for providing such assistance in advance, unless otherwise agreed.

## **6 Sub-Processors**

- 6.1** The Controller acknowledges and agrees that: (i) Affiliates of the Processor may be used as Sub-processors; and (ii) the Processor and its Affiliates respectively may engage Sub-processors in connection with the provision of the Solution and Services.
- 6.2** All Sub-processors who process Personal Data in the provision of the Solution and Services to the Controller shall comply with the obligations of the Processor set out in this DPA.
- 6.3** Where Sub-processors are located outside of the EEA, the Processor confirms that such Sub-processors: (i) are located in a third country or territory recognised by the EU Commission to have an adequate level of protection; or (ii) have entered into Standard Contractual Clauses with the Processor; or (iii) have other legally recognised appropriate safeguards in place, such as the EU-US Privacy Shield or Binding Corporate Rules.
- 6.4** The Processor shall make available to the Controller the current list of Sub-processors which shall include the identities of Sub-processors and their country of location. During the term of this DPA, the Processor shall provide the Controller with prior notification, via email, of any changes to the list of Sub-processor(s) who may process Personal Data before authorising any new or replacement Sub-processor(s) to process Personal Data in connection with the provision of the Solution and Services.
- 6.5** The Controller may object to the use of a new or replacement Sub-processor, by notifying the Processor promptly in writing within ten (10) Business Days after receipt of the Processor's notice. If the Controller objects to a new or replacement Sub-processor, and that objection is not unreasonable, the Controller may terminate the Agreement or applicable Order Form with respect to those Solution and Services which cannot be provided by the Processor without the use of the new or replacement Sub-processor. The Processor will refund the Controller any prepaid fees covering the remainder of the Term of the Agreement (or applicable Order Form) following the effective date of termination with respect to such terminated Solution and Services.

## **7 Liability**

- 7.1** The limitations on liability set out in the Agreement apply to all claims made pursuant to any breach of the terms of this DPA.
- 7.2** The parties agree that the Processor shall be liable for any breaches of this DPA caused by the acts and omissions or negligence of its Sub-processors to the same extent the Processor would be liable if performing the services of each Sub-processor directly under the terms of the DPA, subject to any limitations on liability set out in the terms of the Agreement.
- 7.3** The parties agree that the Controller shall be liable for any breaches of this DPA caused by the acts and omissions or negligence of its Affiliates as if such acts, omissions or negligence had been committed by the Controller itself.
- 7.4** The Controller shall not be entitled to recover more than once in respect of the same claim.

## **8 Audit**

- 8.1** The Processor shall make available to the Controller all information reasonably necessary to demonstrate compliance with its processing obligations and allow for and contribute to audits and inspections.
- 8.2** The Controller may conduct a more extensive audit which will be: (i) at the Controller's expense; (ii) limited in scope to matters specific to the Controller and agreed in advance; (iii) carried out during UK business hours and upon reasonable notice which shall be not less than 4 weeks unless an identifiable material issue has arisen; and (iv) conducted in a way which does not interfere with the Processor's day-to-day business.
- 8.3** This clause shall not modify or limit the rights of audit of the Controller, instead it is intended to clarify the procedures in respect of any audit undertaken pursuant thereto.

## **9 Data Breach**

- 9.1** The Processor shall notify the Controller without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access to any Personal Data ("Data Breach").
- 9.2** The Processor will take all commercially reasonable measures to secure the Personal Data, to limit the effects of any Data Breach, and to assist the Controller in meeting the Controller's obligations under applicable law.

## **10 Compliance, Cooperation and Response**

- 10.1** In the event that the Processor receives a request from a Data Subject in relation to Personal Data, the Processor will refer the Data Subject to the Controller unless otherwise prohibited by law. The Controller shall reimburse the Processor for all costs incurred resulting from providing reasonable assistance in dealing with a Data Subject request. In the event that the Processor is legally required to respond to the Data Subject, the Controller will fully cooperate with the Processor as applicable.
- 10.2** The Processor will notify the Controller promptly of any request or complaint regarding the processing of Personal Data, which adversely impacts the Controller, unless such notification is not permitted under applicable law or a relevant court order.
- 10.3** The Processor may make copies of and/or retain Personal Data in compliance with any legal or regulatory requirement including, but not limited to, retention requirements.

- 10.4** The Processor shall reasonably assist the Controller in meeting its obligation to carry out data protection impact assessments (DPIAs), taking into account the nature of processing and the information available to the Processor.
- 10.5** The parties acknowledge that it is the duty of the Controller to notify the Processor within a reasonable time, of any changes to applicable data protection laws, codes or regulations which may affect the contractual duties of the Processor. The Processor shall respond within a reasonable timeframe in respect of any changes that need to be made to the terms of this DPA or to the technical and organisational measures to maintain compliance. If the parties agree that amendments are required, but the Processor is unable to accommodate the necessary changes, the Controller may terminate the part or parts of the Solution and Services which give rise to the non-compliance. To the extent that other parts of the Solution and Services provided are not affected by such changes, the provision of those Solution and Services shall remain unaffected.
- 10.6** The Controller and the Processor and, where applicable, their representatives, shall cooperate, on request, with a supervisory data protection authority in the performance of their respective obligations under this DPA.

## **11 Term and Termination**

- 11.1** The Processor will only process Personal Data for the term of the DPA. The term of this DPA shall coincide with the commencement of the Agreement and this DPA shall terminate automatically together with termination or expiry of the Agreement.
- 11.2** The Controller may prior to the effective date of termination of the Agreement delete or export its Personal Data. The Processor shall in any event delete all copies of Personal Data in its systems within 90 days of the effective date of termination of the Agreement unless: (i) applicable law or regulations require storage of the Personal Data after termination; or (ii) partial personal data of the Customer is stored in backups or logs, then such personal data shall be deleted up to 1 year after the effective date of termination of the Agreement.

## **12 General**

- 12.1** This DPA sets out the entire understanding of the parties with regards to the subject matter herein.
- 12.2** Should a provision of this DPA be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.
- 12.3** This DPA shall be governed by the laws of England and Wales. The courts of England shall have exclusive jurisdiction for the settlement of all disputes arising under this DPA.

# Appendix A

Overview of data processing activities to be performed by the Processor.

## **1 Controller**

The Controller transfers Personal Data identified in sections 3, 4 and 5 below, as it relates to the processing operations identified in section 6 below. The Controller is the Customer.

## **2 Processor**

The Processor receives data identified in sections 3, 4 and 5 below, as it relates to the processing operations identified in section 6 below. The Processor is the Company.

## **3 Data Subjects**

The Personal Data transferred includes but is not limited to the following categories of Data Subjects:

1. Employees, freelancers and contractors of the Controller, and other users added by the Controller from time to time.
2. Authorised Users, Affiliates and other participants from time to time to whom the Controller has granted the right to access the Solution and Services in accordance with the terms of the Agreement.
3. Clients of the Controller and individuals with whom those end users communicate with by email and/or instant messaging.
4. Service providers of the Controller.
5. Children who are at least 16 years old.
6. Other individuals to the extent identifiable in the content of emails or their attachments or in archiving content.

## **4 Categories of Data**

The Personal Data transferred includes but is not limited to the following categories of data:

1. Personal details, names, user names, passwords, and email addresses of Authorised Users.
2. Personal Data derived from the Authorised Users use of the Solution and Services such as records and business intelligence information.
3. Personal Data within email and messaging content which identifies or may reasonably be used to identify data subjects.
4. Meta data including sent, to, from, date, time, subject, which may include Personal Data.
5. Other data added by the Controller from time to time.

## **5 Special categories of Data**

No sensitive data or special categories of data are permitted to be transferred and shall not be contained in the content of or attachments to emails.

## **6 Processing operations**

The Personal Data transferred will be subject to the following basic processing activities:

1. Personal Data will be processed to the extent necessary to provide the Solution and Services in accordance with both the Agreement and the Controller's instructions. The Processor processes Personal Data only on behalf of the Controller.
2. Processing operations include but are not limited to: controlling application user access to the Solution and Services and communicating with application users via email; processing reports submitted by email systems and end-user browsers. This operation relates to all aspects of Personal Data processed.
3. Technical support, issue diagnosis and error correction to ensure the efficient and proper running of the systems and to identify, analyse and resolve technical issues both generally in the provision of the Solution and Services and specifically in answer to a Controller query. This operation may relate to all aspects of Personal Data processed but will be limited to metadata where possible.

# Privacy Policy

Hardenize Limited ("we", "us", "our") are committed to protecting and respecting your privacy. This privacy policy ("Privacy Policy") together with Terms of Use and Terms and Conditions and any other documents referred to herein, set out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting [www.hardenize.com](http://www.hardenize.com) ("Site"), you are accepting and consenting to the practices described in this Privacy Policy.

For the purpose of the Data Protection Act 1998 or any subsequent amendment or replacement or supplementary legislation (the "Act"), the data controller is Hardenize Limited of Unit 2.05, 12-18 Hoxton Street, London N1 6NG, United Kingdom.

## Information we may collect from you

We may collect and process the following data about you:

**Information you give us.** You may give us information about you by filling in forms on our Site or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our Site, apps, subscribe to our service or newsletter and when you report a problem with our Site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph, domain names, and network address information.

**Information we collect about you.** With regard to each of your visits to our Site we may automatically collect the following information:

- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform.
- Information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

**Information we receive from other sources.** We may receive information about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data that it may be shared internally and combined with data collected on this Site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

## Cookies

We use cookies on our Site to distinguish you from other users of our Site. This helps us to provide you with a good experience when you browse our Site and also allows us to improve the Site. Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the Site.

We use persistent cookies and session cookies on our Site. We use persistent cookies to save your login information for future logins to the Site. We use session cookies to enable certain features of the Site, to better understand how you interact with the Site and to monitor aggregate usage by users and web traffic routing on the Site. Unlike persistent cookies, session cookies are deleted from your computer when you log off from the Site and then close your browser.

The table below explains the cookies we use and why we use each of them.

Cookie	Purpose
Cloudflare security cookie __cfduid	Cloudflare is our content delivery network (CDN) and helps make our site faster and more secure. They use the __cfduid cookie to help them distinguish you from other potentially malicious network users in your network neighbourhood (e.g., coffee shops).
Seamless sign-in cookie __HOST-HARDENIZE_COOKIE_AUTH	This optional persistent cookie is used to remember you after you sign in and to automatically sign you in on your subsequent visits.
Cache busting cookie __HOST-HARDENIZE_AUTH_FLAG	This persistent cookie is an indication that you had signed in, ensuring you're not served stale content by our CDN.
Registration cookie __HOST-SESSIONID	When you sign in, we use a session cookie that let us know whether you are signed in or not. Our servers use this cookie to work out which account you are signed in with.

You can set up your browser options to stop your computer accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use the whole of the Site or all functionality of the services.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org).

## Uses made of the information

We use information held about you in the following ways.

**Information you give to us.** We will use this information:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- to notify you about changes to our service;
- to ensure that content from our Site is presented in the most effective manner for you and for your computer.

**Information we collect about you.** We will use this information:

- to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our Site to ensure that content is presented in the most effective manner for you and your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our Site safe and secure;
- to make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.

**Information we receive from other sources.** We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

## Disclosure of your information

**Information we share with third parties.** We may share your information with selected third parties including:

- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- Credit reference agencies for the purpose of assessing your credit score where this is a condition of us entering into a contract with you.

**Information we disclose to third parties.** We may disclose your personal data to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Hardenize Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our [Terms of Use](#) or [Terms and Conditions](#) and/or any other agreements; or to protect our rights, property, safety, our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

## Where we store your personal data

The personal data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers or partners. Such staff or subcontractors maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details or the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing outside of the EEA.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy. In particular, this means that your personal data will only be transferred to a country that provides an adequate level of protection (for example, where the European Commission has determined that a country provides an adequate level of protection) or where the recipient

is bound by standard contractual clause according to conditions provided by the European Commission ("EU Model Clauses").

Our Site is accessible via the internet and may potentially be accessed by anyone around the world. Other users may access the Site from outside the EEA. This means that where you chose to post your data on our Site, it could be accessed from anywhere around the world and therefore a transfer of your data outside of the EEA may be deemed to have occurred. You consent to such transfer of your data for and by way of this purpose.

### Third-Party Services

We rely on a number of third-parties in order to provide our services to you.

Company	Country	Purpose
Amazon AWS	US	We use AWS for parts of our core infrastructure.
Chargebee	US	We use Chargebee to help us manage our subscriptions.
Cloudflare	US	We use Cloudflare as our content delivery network.
Datadog	US	We use Datadog to monitor our infrastructure and centralize our logs.
GitHub	US	We use GitHub for source code control and issue tracking.
Google G Suite	US	We use Google's G Suite for our email, calendaring, document storage, and collaboration.
Google GCP	US	We use GCP for parts of our core infrastructure.
Packet	US	We use Packet for parts of our core infrastructure.
Papertrail	US	We use Papertrail for centralized log storage.
Postmark	US	We use Postmark to send our transactional email, for example for account activation, forgotten password options, and various email notifications you request.
Mailgun	US	We use Mailgun to send our transactional email and newsletters.
Sentry	US	We use Sentry to keep track of processing errors.
Stripe	US	We use Stripe to process payments.
ZenHub	US	We use ZenHub to augment GitHub's issue tracking.

### Protection of information

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of the Site, you are responsible for keeping this password confidential. We ask you not to share any password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we will endeavour to protect your personal data, we cannot guarantee the security of your data transmitted to our Site. Any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### Links to other websites

Our Site may, from time to time, contain links to and from other websites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### Your rights

You have the right under the Act, free of charge, to request:

- Access to your personal data.
- Rectification or deletion of your personal data.
- A restriction on the processing of your personal data.
- Object to the processing of your personal data.
- A transfer of your personal data (data portability).

You can make a request in relation to any of the above rights by writing to us at the contact address given at the end of this Privacy Policy. We will respond to such queries within 30 days and deal with requests we receive from you, in accordance with the provisions of the Act.

## Consent

You have the right to withdraw your consent to us processing your personal data, at any time, by writing to us at the contact address given at the end of this Privacy Policy.

Where we process your personal data for marketing purposes, we will inform you and obtain your opt in consent (before collecting your personal data) if we intend to use your personal data for such purposes or if we intend to disclose your information to any third party for such purposes. If you change your mind about being contacted in the future, please click on the opt out options and we will remove you from our mailing lists.

## Data retention

We retain personal data for as long as necessary for the relevant activity for which it was provided or collected. This will be for as long as we provide access to the Site to you, your account with us remains open or and period set out in any relevant contract you have with us. However, we may keep some data after your account is closed or you cease using the Site for the purposes set out below.

After you have closed your account, or ceased using the Site for a period of at least 12 months, we usually delete personal data, however we may retain personal data where reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, maintain security, prevent fraud and abuse, resolve disputes, enforce our Terms of Use or Terms and Conditions, or fulfil your request to “unsubscribe” from further messages from us.

We will retain de-personalised information after your account has been closed.

Please note: After you have closed your account or deleted information from your account, any information you have shared with others will remain visible. We do not control data that other users may have copied from the Site. Your profile may continue to be displayed in the services of others (e.g. search engine results) until they refresh their cache.

## Complaints

If you have any complaints about our use of your personal data please contact us as set out at the end of this Privacy Policy or contact our supervisory authority in the UK: The Information Commissioner’s Office at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England (“ICO”).

## Age of users

This Site is not intended for and shall not be used by anyone under the age of 16.

## Changes to our privacy policy

Any changes we may make to our Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our Privacy Policy. This Privacy Policy was last updated on 26 April 2018 and replaces any other Privacy Policy previously applicable from this date.

## Contact

Questions, comments and requests regarding this Privacy Policy are welcomed and should be addressed to:

### **Hardenize Limited**

Unit 2.05  
12-18 Hoxton Street  
London N1 6NG  
United Kingdom