DEESON CONTRACT - SAMPLE FOR G-CLOUD 11

Developer	Deeson Group Limited		(the "**Developer**")
Company No.	01073356	Contact	
Address	27 Castle Street	Tel no.	+44(0)20 8064 0461
	Canterbury, CT1 2PX	Fax no.	n/a
		Email	
Client			(the "**Client**")
Company No.		Contact	
Address		Tel no.	
		Fax no.	
		Email	
Invoice Address			

Schedules B - Processing, Personal Data and Data Subjects

C - Specification

Contract start date

This Cover Page should be read in conjunction with the standard terms and conditions at Schedule A plus additional Schedules, if any, referred to above which shall all together form the entire agreement between us (together the "**Agreement**"). To the extent that this Cover Page and the Specification are inconsistent with the standard terms and conditions at Schedule A, this Cover Page and the Specification shall take precedence. The parties indicate their acceptance of this Agreement by their signatures below.

	[Developer]		**[Client]**
By:		**By:**	
Name:		**Name:**	
Title:		**Title:**	
Date:		**Date:**	

Schedule A: Standard Terms and Conditions

1. **Definitions**

1.1 In this Agreement the following words and expressions shall have the meaning set out below and other capitalised words shall have the meaning set out in the Cover Page:

"**Acceptance**" means the acceptance or deemed acceptance of the Site by the Client pursuant to clause 2, and "Accepted" shall be construed accordingly;

"**Acceptance Tests**" the tests to be carried out on the Site as set out in clause 2 and as described in the Specification;

"**Business Day**" a day other than a Saturday or Sunday or public holiday in England when banks in London are open for business;

"**Client Content**" the information, data and software provided to the Developer by the Client for incorporation in the Site or Project;

"**Commencement Date**" the contract start date stated on the Cover Page;

"**Confidential Information**" means all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or during discussions between the parties), where the information is:

(a) identified as confidential at the time of disclosure; or

(b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;

"**Data Protection Legislation**" (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

"**Data Subject**" for the purpose of this Agreement includes all living individuals about whom the Developer holds Personal Data on behalf of the Client;

"**Fees**" the charges in respect of the Services set out in the Specification together with any changes arising as a result of agreed amendments to the Specification;

"**Intellectual Property Rights**" patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Non-Developer Defects**" means the defects described in clause 2.8;

"**Personal Data**" has the meaning set out in Article 4(1) of the GDPR;

"**Project**" means the internet related project to be designed, implemented and tested by the Developer, as more particularly described and for the price set out in the Specification;

"**Services**" the design and development services to be provided pursuant to this Agreement as set out in the Specification;

"**Site**" the website developed by the Developer, further details of which are set out in the Specification;

"**Specification**" the proposal of time and materials to be devoted by the Developer to the Project, statement of work, project plan and timetable set out in Schedules or as otherwise agreed between the Developer and the Client in writing.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include any other genders, and words denoting persons include firms and corporations and vice versa.

1.3 Unless otherwise stated, a reference to: (a) a clause or a schedule is a reference to a clause of or schedule to this Agreement. Clause headings are for ease of reference only and do not affect the construction of this Agreement; (b) "include" and "including" shall be construed without limitation; and (c) any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof then in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, licences, conditions or permissions made thereunder.

1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term proceeding those terms.

1.5 References to **content** include any kind of text, information, image or audio or video material which can be incorporated in a website for access by a visitor to that website.

1.6 **Writing** or **written** includes email.

2. **Development and Acceptance**

2.1 Subject to the payment of the Fees and the provision of Client Content by the Client, the Developer agrees to design and implement the Project using reasonable endeavours and in accordance with the Specification and the other provisions of this Agreement.

2.2 Once the Developer has completed the design and development services in accordance with a phase of the Specification, the Developer shall run the Acceptance Tests. The procedure set out in this clause 2 shall be repeated in respect of each phase set out in the Specification and any further development works agreed by the parties from time to time.

2.3 The Acceptance Tests shall test compliance of the Site with the Specification.

2.4 Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Developer shall notify the Client when the tests have been passed and provide the results of the Acceptance Tests to the Client in writing. The Client shall have fourteen (14) days from the date of such notice ("**Acceptance Testing Period**") to dispute the results of the Acceptance Tests. If the Client does not dispute the results of the Acceptance Tests during the Acceptance Testing Period, the Client shall be deemed to have accepted the results of the Acceptance Test as notified by the Developer.

2.5 If the Client disputes the results of the Acceptance Tests during the Acceptance Testing Period, the Developer shall consider the Client's feedback and make any necessary changes ("**Necessary Changes**") to ensure that the Site complies with the Specification. At the Developer's discretion, the Acceptance Testing Period in the event of such a dispute shall either:

(a) be paused until the Necessary Changes are made, at which point it shall automatically resume; or

(b) end automatically once the Necessary Changes have been made.

2.6 Once the Acceptance Testing Period has ended, the parties shall meet within a reasonable time to discuss any final changes that the Client requires to the Site ("**Final Changes**"). Unless the Developer otherwise agrees at this meeting, any Final Changes that are required will be treated as a separate Project to which the Developer's standard charges (as amended from time to time) shall apply.

2.7 The Client shall receive an email from the Developer following the meeting referred to in clause 2.6 above to confirm the details of any Final Changes to be undertaken.

2.8 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of the Client or by one of the Client's sub-contractors or agents for whom the Developer has no responsibility (**Non-Developer Defect**), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Developer Defect. The Developer shall provide assistance reasonably requested by the Client in remedying any Non-Developer Defect by supplying additional services or products. The Client shall pay the Developer in full for all such additional services and products at the Developer's then current fees and prices.

2.9 Acceptance of the Site shall be deemed to have taken place upon the occurrence of any of the following events:

(a) the Client uses any part of the Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or

(b) the Client unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of seven Business Days from the date on which the Developer is ready to commence running such Acceptance Tests or retests; or

(c) the Acceptance Testing Period ends and the Client has not disputed the results of the Acceptance Tests during such period.

3. **Amendments to Specification**

3.1 The parties agree that amendments to the Specification can only be made and agreed in writing. If at any time the Client wishes to amend the Specification or any aspect of the implementation of the Project, the Client shall provide the Developer with written details together with such further information as the Developer may require in order to assess the proposed amendments.

3.2 The Developer shall, within a reasonable time of receipt of all of the information specified in clause 3.1, submit to the Client a revised Specification and quotation for any additional Fees required in order to implement the amendments proposed by the Client (the "**Response**").

3.3 If the Client wishes to accept the Response, then it shall do so within 20 Business Days of receipt of the Response, in which case this Agreement (including the Specification and the Fees) shall be amended in accordance with the Response. If the Client does not accept the Response, work shall continue by the Developer without amendment.

4. **Support**

4.1 If Support Services are specified in the Specification, the Developer shall provide the Support Services for the Support Period using reasonable skill and care.

5. **Client Obligations**

5.1 The Client acknowledges that the Developer's ability to provide the Services is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information and data the Client provides to the Developer. Accordingly, the Client shall provide the Developer with access to, and use of, all information, data and documentation reasonably required by the Developer for the performance by the Developer of its obligations under this Agreement.

5.2 The Client shall be responsible for the accuracy and completeness of the Client Content on the Site in accordance with clause 10.

6. **Third party products**

6.1 The Client acknowledges that this Agreement does not include the provision of equipment, telecommunications or other services necessary to host or access the Project and the Client is responsible for providing and maintaining suitable equipment, telecommunications and support services to facilitate access to the Project.

7. **Payment**

7.1 The Developer shall issue a monthly invoice in respect of the Fees unless otherwise agreed, and the Client shall pay to the Developer the Fees set out in such Developer's invoice within 14 days of the date of the Developer's invoice.

7.2 All Fees are exclusive of VAT.

7.3 If the Client fails to make any payment due to the Developer under this Agreement by the due date for payment, then, without limiting the Developer's remedies under clause 15, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the base rate for the time being of Barclays Bank.

8. **Warranties**

8.1 Each party warrants to the other that it has the full right, power and authority to enter into and perform this Agreement.

8.2 The Developer shall perform the Services with reasonable care and skill and in accordance with all applicable laws and regulations in force from time to time.

8.3 This Agreement sets out the full extent of the Developer's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

9. **Intellectual Property Rights**

9.1 The Intellectual Property Rights in any software, methodologies and technologies provided by the Developer for the Project shall remain in the Developer or its licensors.

9.2 Subject to clause 9.1, all Intellectual Property Rights in the Site arising in connection with this Agreement shall be the property of the Client, and the Developer hereby assigns absolutely with full title guarantee all such Intellectual Property Rights to the Client. The parties shall execute all documents necessary to give effect to this clause 9.2.

9.3 The Client shall indemnify the Developer against all damages, losses and expenses arising as a result of any action or claim that the Client Content infringes the Intellectual Property Rights of a third party.

9.4 The Developer shall indemnify the Client against all damages, losses and expenses arising as a result of any action or claim that the Site infringes any Intellectual Property Rights of a third party in the UK, other than infringements referred to in clause 9.3.

9.5 The indemnity in clause 9.4 is subject to the following conditions:

(a) the Client promptly notifying the Developer in writing of the claim;

(b) the Client making no admissions or settlements without the Developer's prior written consent;

(c) the Client giving the Developer all information and assistance that the Developer may reasonably require; and

(d) the Client allowing the Developer complete control over the litigation and settlement of any action or claim.

9.6 The indemnity in clause 9.4 may not be invoked to the extent that the action or claim arises out of the Developer's compliance with any designs, specifications or instructions of the Client.

9.7 Nothing in this Agreement shall be taken to prevent the Developer from using any expertise acquired or developed during the performance of this Agreement in the provision of services for other companies or on its own behalf.

10. **Site Content**

10.1 The Client shall ensure that the Client Content does not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**).

10.2 The Client shall ensure that the Client Content is free from any defects, viruses or dirty data (**Defects**). The Developer reserves the right to charge the Client for any corrective action taken by it to remove any Defects and the Client hereby agrees to the reasonable charges incurred by the Developer.

10.3 The Client shall indemnify the Developer against all damages, losses and expenses arising as a result of any action or claim that the Client Content constitutes Inappropriate Content or contains Defects.

10.4 The Developer may include the statement "Designed by Deeson Group Limited" on the home page of the Site in a form to be agreed.

11. **Limitation of Liability**

11.1 Nothing in this Agreement shall operate to exclude or limit the Developer's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited under applicable law.

11.2 The Developer shall not be liable to the Client for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

11.3 Subject to clause 11.1, the Developer's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the total Fees payable by the Client to the Developer under this Agreement in that calendar year.

12. **Force Majeure**

12.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 6 months, the party not affected may terminate this Agreement by giving 7 days' written notice to the affected party.

13. **Confidentiality**

13.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

13.2 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

13.3 The obligations set out in this clause 13 shall not apply to Confidential Information which the receiving party can demonstrate:

(a) is or has become publicly known other than through breach of this clause 13; or

(b) was in possession of the receiving party prior to disclosure by the other party; or

(c) was received by the receiving party from an independent third party who has full right of disclosure; or

(d) was required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

13.4 The obligations of confidentiality in this clause 13 shall not be affected by the expiry or termination of this Agreement.

14. **Data Protection**

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Developer is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Schedule B sets out the scope, nature and purpose of processing by the Developer, the duration of the processing and the types of Personal Data and categories of Data Subject.

14.3 Without prejudice to the generality of clause 14.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Developer for the duration and purposes of this Agreement.

14.4 Without prejudice to the generality of clause 14.1, the Developer shall, in relation to any Personal Data processed in connection with the performance by the Developer of its obligations under this Agreement:

(a) process that Personal Data only on the written instructions of the Client unless the Developer is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Developer to process Personal Data (**Applicable Laws**);

(b) ensure that it has in place appropriate technical and organisational measures 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);

(c) not transfer any Personal Data outside the European Economic Area unless the following conditions are fulfilled:

(i) the Client or the Developer has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Developer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Developer complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(d) assist the Client, at the Client'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;

(e) notify the Client without undue delay on becoming aware of a Personal Data breach;

(f) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

(g) maintain complete and accurate records and information to demonstrate its compliance with this clause 14.

14.5 The Client consents to the Developer appointing third-party processors of Personal Data under this Agreement. The Developer confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 14. As between the Client and the Developer, the Developer shall remain fully liable

for all acts or omissions of any third-party processor appointed by it pursuant to this clause 14.5.

15. **Termination**

15.1 This clause 15.1 shall apply if the Developer is solely providing the Services to the Client. This Agreement shall commence on the Commencement Date and shall (subject to earlier termination under this clause 15) terminate automatically on Acceptance of the Project and payment of all outstanding sums.

15.2 This clause 15.2 shall apply Developer is providing support services in addition to the Services. This Agreement shall commence on the Commencement Date and shall continue indefinitely unless and until terminated in accordance with this clause 15.

15.3 Either party may terminate this Agreement at any time by giving 90 days' notice in writing to the other party.

15.4 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

(c) 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(d) 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 any of its creditors;

(e) 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 the other party;

(f) 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 (being a company);

(g) the other party (being an individual) is the subject of a bankruptcy petition, application or order;

(h) 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;

(i) 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 15.4(a) to clause 15.4(h) (inclusive); or

(j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.5 On termination by the Client in accordance with clause 15.3 or by the Developer in accordance with clause 15.4, the Client shall pay the Developer:

(a) any amount properly due for payment under this Agreement at the date of termination; and

(b) a fair and reasonable proportion of the next instalment of the Fees commensurate with the Services properly performed at the date of termination.

15.6 On expiry or termination of this Agreement otherwise than on termination by the Developer pursuant to clause 15.4, the Developer shall promptly return all Client Content to the Client, and shall provide to the Client an electronic copy of the Site (including all content on the Site).

15.7 On termination of this Agreement, all provisions of this Agreement shall cease to have effect, except that any provision which can be reasonably inferred as continuing or is expressly stated to continue shall continue in full force and effect.

15.8 Termination of the Developer's engagement under this Agreement shall not affect 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 Agreement which existed at or before the date of termination.

16. **Notices**

16.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified on the Cover Page of this Agreement.

16.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

(c) if sent by email, at 9.00 am on the next Business Day after transmission.

16.3 To prove service, it is sufficient to prove that the notice was transmitted to the e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

17. **General**

17.1 **Entire agreement**

(a) This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made

innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

17.2 **Waiver**

No failure or delay by any party in exercising any right, power or remedy under this Agreement will operate as a waiver of that or any other right, power or remedy, nor will any single or partial exercise by either party of any right, power or remedy preclude any further exercise of any other right, power or remedy.

17.3 **Severance**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

17.4 **Rights of Third Parties**

This Agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17.5 **Assignment**

Neither party may assign, transfer, mortgage, charge, subcontract, declare trust over or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

17.6 **Rights and Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17.7 **Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.8 **Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.9 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Schedule B – Processing, Personal Data and Data Subjects

1. **Processing by the Developer**

1.1 **Scope and Nature**

The processing of Personal Data provided by the Client to the Developer.

1.2 **Purpose of processing**

To hold the Personal Data securely for the purposes of the Developer carrying out its obligations to the Client under this Agreement including, but not limited to, providing support services.

1.3 **Duration of the processing**

The processing shall continue until the termination of the Agreement or the Client providing the Developer with written notice to delete or return the Personal Data in accordance with clause 14.4(f).

2. **Types of personal data and categories of data subject**

The different types of Personal Data provided by the Client to the Developer relating to the Client's customers may include:

Identity Data including first name, last name, title, date of birth and gender.

Contact Data including billing address, delivery address, email address and telephone numbers.

Technical Data including internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices used to access the website.

Profile Data including username and password, purchases or orders made, interests, preferences, feedback and survey responses.

Usage Data including information about how the customer uses the website.

Schedule C – Specification