

CLARILIS LIMITED

TERMS OF USE

Last updated: July 2022

1. **About us and these Terms of Use**

- 1.1 This website, including the Clarilis' intelligent drafting automation system and any associated other software programs (**Site**), is operated by Clarilis Limited (the **Supplier**, or otherwise referred to as **our**, **us** or **we** in these terms), a company incorporated in England and Wales with registered number 07708894, whose registered office is at 1st Floor, Charles House, 148-149 Gt Charles Street, Birmingham, West Midlands, United Kingdom, B3 3HT.
- 1.2 These Terms of Use (**Terms**) together with any applicable Subscriber Agreement (as defined below) and our [Privacy & Cookies Policy](#) govern the access to and use of the Site and the Content (as defined below) by each user (**you**).
- 1.3 We may modify these Terms from time to time. We will use reasonable endeavours to notify you of any material amendments to these Terms by placing a clear notice about them on the Site or by other means, but do not guarantee to do so. By using this Site and in consideration for us permitting you to use the Site, the Content (as defined below), you agree to be bound by the Terms and our [Privacy & Cookies Policy](#) as modified from time to time. Use of the Site includes accessing and browsing the Site.
- 1.4 Please review these Terms and our [Privacy & Cookies Policy](#) whenever you use the Site as any changes are binding on you from the date that we make them.

2. **Definitions**

Authorised User means a person granted access to the Site by us as agreed with a Customer from time to time in accordance with the relevant Subscriber Agreement or any Trial Access.

Cessation has the meaning given in paragraph 3.1.2.

Content means all content, materials, text, documents, logic and guidance contained in, displayed via or produced via the Site, including the Draft Documents.

Customer means a law firm, company, organisation or person subscribing to the Site pursuant to a Subscriber Agreement or trialling the Site pursuant to any Trial Access.

Customer Data means selections made by you on the Site and information input by you on the Site using the functionality provided by the Site.

Draft Documents means the draft documents produced by the Site.

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

MCL Content means content, materials, text, documents and guidance contained in, displayed via the following website <https://modelcommerciallease.co.uk> or otherwise published by the drafting committee of the Model Commercial Lease (MCL) suite of documents.

Permitted User means a person who is granted access to the Site by us but who is not an Authorised User.

Subscriber Agreement means the separate agreement entered into the Supplier and a Customer for subscription to the Site and access to the Content.

Trial Access means trial access to the Site and the Content granted by us to a Customer in accordance with paragraph 7.

3. Use of the Site and provision of Content

3.1 Subject to these Terms (including, for the avoidance of doubt and without limitation, clause 3.3) and the Subscriber Agreement, we grant you a revocable, non-exclusive, non-transferable, non-sublicensable licence (the **Licence**) to:

3.1.1 during any period of Trial Access or the term of the Subscriber Agreement (in each case as relevant to you):

(a) access and interact with the Site and the Content to:

(i) produce Draft Documents; and

(ii) view, print, copy, share and download such Draft Documents,

solely in accordance with the Site functionality provided by us; and

(b) use, copy, translate, modify, amend, customise and create derivative works based on the Draft Documents, for the purpose of providing legal documentation and advice (whether in hard copy or electronic form) to clients, prospective clients and other third parties, in each case solely in the ordinary course of your business or (as relevant) the business of the Customer with whom you are associated;

3.1.2 except where we exercise our rights under paragraph 10.1.4(i), for a reasonable period of time following suspension or cancellation of your access to the Site and the Content or termination or expiry of the Subscriber Agreement (**Cessation**), use the Draft Documents that the Site has created on your behalf or that you have copied, translated, modified, amended, customised or created derivative works of prior to Cessation:

(a) solely in respect of client matters on which you were actively involved prior to Cessation in the ordinary course of your business or (as relevant) the business of the Customer with whom you are associated; and/or

(b) storing such documents (whether in hard copy or electronic form) for your recordkeeping purposes, as may be reasonably required to comply with any law or regulation applicable to you or the Customer with whom you are associated.

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

3.3 The MCL Content is provided on the basis of the Model Commercial Lease Drafting Group's Conditions of Use (<https://modelcommerciallease.co.uk/conditions-of-use/>).

Restrictions

3.4 You shall not (and shall not permit a third party to):

3.4.1 demonstrate, distribute, resell or sublicense the Site, the Content or the Draft Documents and shall only make the Draft Documents available to a third party on a non-systematic basis and in accordance with the Licence;

3.4.2 access the Site, the Content or the Draft Documents for the purpose of developing a product or service that competes with the Site;

3.4.3 copy the features, technology or user interface of the Site for any purpose;

3.4.4 gain, or attempt to gain, unauthorised access to, or disrupt the integrity or performance of, the Site or any of the Site's underlying software or source code;

3.4.5 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Site's underlying software or source code or logic

except where expressly permitted by law (to the extent such permission cannot be excluded by agreement between you and us);

- 3.4.6 use the Site, the Content or the Draft Documents in a way that infringes the copyright, trade marks or other intellectual property rights owned by or licensed to us;
 - 3.4.7 create any database of, or other store for, the Content or the Draft Documents (or any material part of them) that creates the ability for you or any third party to access the Content or the Draft Documents (or any material part of them) or has the effect of permitting offline or other access to the Content or the Draft Documents (or any material part of them) without requiring the use of the Site or other services provided by us;
 - 3.4.8 use, copy, translate, modify, amend or create derivative works based on the Site, Content or the Draft Documents other than in accordance with the Licence (and, where providing such to a third party, you will comply with any of our instructions, including any instructions on the Site, that require you to acknowledge our status or the status of any identified contributors or authors as the owners of the Content);
 - 3.4.9 incorporate the Site or the Content into another system; or
 - 3.4.10 disclose your access details (including your login or user ID and/or password) to the Site to any other person, or otherwise facilitate access to the Site by a person other than an Authorised User or Permitted User, and you:
 - (a) acknowledge that the Content and the access details provided by us are our confidential information, the use and disclosure of which is only permitted in accordance with these Terms and the terms of the Subscriber Agreement; and
 - (b) agree to promptly inform us in the event that you know or suspect that your access details have been used or may be used by anyone other than you to access and use the Site or if you know or suspect that a person other than an Authorised User or Permitted User has accessed the Site and/or used the Content in a way that is not permitted by the Licence.
- 3.5 During any period of Trial Access, the Licence is subject to the additional restrictions at paragraph 7.3.

Intellectual property notice

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

4. Your obligations

- 4.1 You shall not:
- 4.2 copy, download, print out or otherwise reproduce the Content or the Draft Documents except where permitted using the functionality provided by us;
- 4.3 provide us with any information which might breach your professional or other legal duties;
- 4.4 provide any Content or Draft Document to any client or other person (including any Content or Draft Document incorporated into your own advice to a client) without first considering, using your professional skills, knowledge and judgement, whether such Content is appropriate to the recipient; or

- 4.5 make available the Site, the Content or Draft Documents (or any part thereof or any derivation therefrom) to any other person except as specifically permitted by these Terms.

Precedents and Draft Documents

- 4.6 In relation to precedent documents forming part of the Content and from which Draft Documents are derived, you shall be responsible for removing any logo, mark or text identifying us as the originator of the document prior to sending such document, or any document derived from such document, to any client or other third party.
- 4.7 Precedent documents forming part of the Content and Draft Documents derived from such precedents are suitable for use in connection with agreements governed by the law of England and Wales in respect of properties located in England or Wales. Precedents are pro forma documents only and must be modified as appropriate for the transaction or other situation in which they are being used.
- 4.8 Some Draft Documents are created using Customer Data. The content included within certain Draft Documents depends to an extent on the Customer Data you provide us via the functionality of the Site. You are solely responsible for the provision of Customer Data, and we shall have no liability to you arising as a result of or in connection with any mistake or error made by you or any other person in providing such Customer Data.
- 4.9 You are solely responsible for any modifications you make to Draft Documents outside of the functionality provided via the Site, and we shall have no liability to you whatsoever arising as a result of or in connection with any such modifications.

5. Indemnity

You agree to indemnify and hold harmless the Supplier, our holding companies and subsidiaries, and our and their officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site (each an **Indemnified Person**) from and against any and all Losses and Expenses any Indemnified Person incurs (a) as a result of your breach of these Terms, or (b) in connection with any third party claim against an Indemnified Person arising from your actual or alleged misuse of the Site, the Content of the Draft Documents or your breach of these Terms.

6. Access to the Site, changes and updates

We are under no obligation to provide uninterrupted access to the Site, the Content or the Draft Documents. Access to all or any part of the Site, the Content or the Draft Documents may be restricted from time to time to allow for repairs, maintenance or updating or for any other reason. We may update, amend, suspend, withdraw, discontinue or change all or any part of the Site or the Content at any time and without notice.

7. Trials

- 7.1 Trial Access may be granted at our sole discretion subject to these Terms and we reserve the right to extend, suspend, amend, terminate or cancel any Trial Access at any time for any reason without notice.

- 7.2 In advance of any Trial Access, we shall notify the Customer in writing of:

7.2.1 the duration of the Trial Access; and

7.2.2 the number of Authorised Users permitted to access the Site during the period of Trial Access,

and in the absence of such notification the Trial Access shall be for a duration of one week and three Authorised Users may access the Site during such period.

- 7.3 During any period of Trial Access the Customer and its Authorised Users shall:

- 7.3.1 use the Site for testing and evaluation purposes only and not use the Site for the purpose of providing legal documentation and advice (whether in hard copy or electronic form) to clients, prospective clients and other third parties; and
- 7.3.2 not input any Customer Data onto the Site containing any confidential or sensitive information,

and the Licence granted pursuant to paragraph 3.1 is modified accordingly.

7.4 During any period of Trial Access:

- 7.4.1 certain features and functionality on the Site may not be fully operational or may be made available specifically for testing purposes or withdrawn without notice; and
- 7.4.2 any Customer Data input or saved on the Site may be deleted at any time by us without notice.

8. Disclaimer

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

8.2 By using the Site, you agree that:

- 8.2.1 the Content and the Draft Documents derived therefrom are provided for information purposes only and is not intended to be a definitive or complete statement of the law on any given subject;
- 8.2.2 the Content does not address your or any third party's individual requirements and is not tailored to answer any specific question or set of facts raised by you or any third party;
- 8.2.3 any of the Content and the Draft Documents derived therefrom may be out of date at any given time;
- 8.2.4 the Site, the Content and the Draft Documents produced from time to time may be added to, removed, updated or otherwise changed at any time without notice to you; and
- 8.2.5 to the maximum extent permitted by law, we do not guarantee or give any warranty, representation or undertaking (whether express or implied) as to the accuracy, currency or completeness of the Content and the Draft Documents or that the Draft Documents correspond to the Customer Data.

8.3 By using the Site, you agree that neither of the Content nor the Draft Documents constitute a solicitation, offer, opinion, representation, endorsement or recommendation by us nor do they provide legal, tax, accounting, financial or investment advice or services. They are not intended to be and should not be relied on by you or any third party to make, or refrain from making, any decisions or commitments. To the maximum extent permitted by law we do not accept any liability or responsibility for action taken as a result of the Content or the Draft Documents or other information provided by us, whether via the Site or otherwise. Appropriate independent and professional advice should be obtained in relation to any specific issues, questions or set of facts and before taking or refraining from taking, any action on the basis of the Content or the Draft Documents.

8.4 Nothing in these Terms shall operate to create a solicitor-client relationship or any other fiduciary relationship and your use of the Site, the Content or the Draft Documents shall not, to the maximum extent permitted by law, be construed to give rise to any duty of care or other duty of any kind between us and you and/or us and any third party.

9. **Liability**

- 9.1 Nothing in these Terms excludes or limits our liability for (a) death or personal injury arising from our negligence, (b) our fraud or fraudulent misrepresentation, or (c) any other liability that cannot be excluded or limited under applicable law.
- 9.2 We will not be liable to you for any Losses and Expenses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with your use of (or inability to use), or reliance on, the Site, the Content or the Draft Documents.
- 9.3 We will not be liable to you for (a) loss of profits; (b) loss of sales or business; (c) loss of business opportunity; (d) loss of revenue; (e) loss of agreements or contracts; (f) loss of anticipated savings; (g) loss of or damage to goodwill; (h) wasted expenditure; (i) losses arising out of inaccuracies or omissions in the Content or the Draft Documents or unavailability of the Content or the ability to produce Draft Documents; (j) loss of use or corruption of software, data or information; or (k) any indirect or consequential loss or damage, even if we were aware that such loss or damage might be incurred by you.
- 9.4 We will not be liable to you for Losses and Expenses which may be incurred by you as a result of your breach of these Terms.
- 9.5 We do not guarantee that the Site will always be available, be secure or free from bugs, errors, worms, trojans or viruses and we shall not be liable for any Losses or Expenses you may suffer as a result of such unavailability or any technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any Content or Draft Documents on it, or on any website linked to it. You are responsible for ensuring that you have installed appropriate anti-virus software on your systems to protect your systems from such bugs, errors, worms, trojans or viruses.
- 9.6 You agree that you will not knowingly introduce to the Site viruses, bugs, trojans, worms or other matter which is malicious or technologically harmful. You must not gain or attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.

Third Party Information and MCL Content

- 9.7 Third party information sources, websites, pages and documents (**Third Party Information**) to which the Site, any of the Content or the Draft Documents is linked or which you may otherwise access through links on the Site or from which the Site may import or download information are independent of the Site and our service and are for information only. Third Party Information has not been reviewed by us and is not in any way approved or endorsed by us. We have no responsibility for the data, content, availability or your use, of Third Party Information, or the maintenance or updating of any links thereto. We accept no liability or responsibility for any Losses and Expenses whatsoever that may be incurred by you as a result of your use of or reliance on any Third Party Information, including data, content, products or services available from, on or through third party websites, pages or documents or any linking to or downloading from the same.
- 9.8 MCL Content has not been reviewed by us and is not in any way approved or endorsed by us. We have no responsibility for the data, content, or your use of, MCL Content, or the maintenance thereto. We accept no liability or responsibility for any Losses and Expenses whatsoever that may be incurred by you as a result of your use of or reliance on any MCL Content.

10. **Suspension or cancellation of access**

- 10.1 We may suspend or cancel your access to the Site and the Content as follows:
- 10.1.1 at any time during any Trial Access, in accordance with paragraph 7.1;
- 10.1.2 if any Trial Access has expired;

- 10.1.3 for any reason on giving you seven (7) days' notice in writing (email sufficing); or
- 10.1.4 immediately and without notice at any time (and without liability or responsibility to you) if: (i) we believe you have breached the Terms; (ii) we cease to provide the Site; (iii) the Subscriber Agreement (if any) terminates or expires for any reason or we exercise any rights of suspension or cancellation in the Subscriber Agreement; (iv) in the case of Authorised Users, you cease to be authorised by the Customer as an Authorised User or in the case of Permitted Users, you cease to be authorised by us as a Permitted User; or (v) you are in breach of a separate agreement with us.
- 10.2 On Cessation:
- 10.2.1 that part of the Licence granted pursuant to paragraph 3.1.1 shall immediately terminate; and
- 10.2.2 you will take reasonable steps to delete or destroy the Content and the Draft Documents (whether electronic or hardcopy) in your possession, except where continued use of such Content and/or Draft Documents is permitted by the Licence.
- 10.3 Cessation shall not affect or prejudice the accrued rights of either you or us at the date of Cessation, or the continuation of any provision expressly stated to survive or implicitly surviving, including, but not limited to, this paragraph 10.3 and paragraphs 3.1.2, 3.4, 3.6, 4, 5, 7, 9, 10.2, 11 and 12.
11. **General**
- 11.1 Each of the provisions of these Terms operates separately. If any provision of these Terms is deemed invalid, illegal or for any reason unenforceable, then that provision will be deemed deleted and will not affect the validity and enforceability of the remaining provisions.
- 11.2 We may delay enforcing our rights under these Terms without waiving or losing the right to do so later. No failure by us to exercise any right or remedy under these Terms or otherwise shall constitute a waiver of the right subsequently to exercise those or any other rights or remedies.
- 11.3 We may assign or transfer any of our rights and obligations under these Terms (or subcontract any of our obligations) to another legal entity. You may not assign or transfer or otherwise dispose of any of your rights or obligations under these Terms except with our prior written agreement.
- 11.4 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either party as the agent of the other, or authorise either party to make or enter into commitments for or on behalf of the other.
- 11.5 These Terms are made between you and us and no other person shall have any rights to enforce any of the provisions of these Terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, provided always that the provisions of paragraph 5 (Indemnity), paragraph 7 (Disclaimer) and paragraph 9 (Liability) are for the benefit of each Indemnified Person (and each such person shall be entitled to assert and enforce those provisions directly as though they are us). We do not need the consent of any third party to terminate these Terms or vary any provisions of thereof.
- 11.6 These Terms, the Subscriber Agreement and our [Privacy & Cookies Policy](#) constitute the entire agreement between you and us in relation to their subject matter, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in relation to that subject matter. You acknowledge that in accepting these Terms, you have not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of us in relation to the subject-matter of these Terms at any time before your acceptance of these Terms (together, **Pre-Contractual Statements**), other than those that are set out expressly in these Terms, the Subscriber Agreement and our [Privacy & Cookies Policy](#). You hereby waive all rights and remedies which

might otherwise be available to you in relation to such Pre-Contractual Statements (although nothing in this paragraph shall exclude or restrict the liability of you or us arising out of precontract fraudulent misrepresentation or fraudulent concealment).

12. Governing law and jurisdiction

12.1 These Terms, and any dispute or claim arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations), shall be governed by, and construed in accordance with, English law.

12.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms (including any non-contractual disputes or claims).

13. Data processing

We shall and the Customer shall all comply with the Data Processing Terms set out in Annex 1 to these Terms.

14. Contact us

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

ANNEX 1 DATA PROCESSING TERMS

In order to comply with Article 28 of the UK GDPR the terms below form part of the Terms and the legal relationship between the Supplier and Customers subscribing to the Site.

For the purposes of this Annex:

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

'**Applicable law**' means English law or any other applicable law (as the context requires).

References to '**Articles**' are references to articles of the UK GDPR.

'**UK GDPR**' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of the UK.

1. **General**

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

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

2. **Instructions**

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

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

2.3 The Customer hereby instructs the Supplier to process Supplied Personal Data in accordance with the functionality provided by the Site to produce Draft Documents.

3. **Confidentiality and security of processing**

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

3.2 In ensuring compliance with Article 32:

3.2.1 the Supplier and the Customer will each implement appropriate technical and organisational measures to ensure a level of security in relation to the Supplied Personal Data appropriate to the risk. Such measures will take into account (a) the state of the art and costs of implementation, (b) the nature, scope, context and purpose of the processing, and (c) the risk of varying likelihood and severity for the rights and freedoms of natural persons; and

3.2.2 in assessing the appropriate level of security, the Supplier will take into account the risks that are presented by processing the Supplied Personal Data including the risk

of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed (a **Personal Data Breach**).

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

4. **Sub-processors and third country transfers**

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

4.2 The Customer generally authorises the Supplier to continue to use those Sub-Processors already engaged by the Supplier as at the date upon which the Customer is first granted access to the Site, subject to the Supplier meeting the obligations set out in clause 4.4.

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

4.4 Prior to any Sub-Processor processing Supplied Personal Data the Supplier will ensure that the arrangement between the Supplier and the Sub-Processor is governed by a written contract pursuant to which:

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

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

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

5. **Information and assistance**

5.1 Subject to clause 5.2, the Supplier will assist the Customer:

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

5.1.2 following a written request by the Customer, in ensuring compliance with the Customer's obligations in relation to the security of processing (Article 32), the notification of personal data breaches (Articles 33 and 34), data protection impact assessments (Article 35) and prior consultation (Article 36), in each case taking into account the nature of the processing of Supplied Personal Data and the information available to the Supplier;

5.1.3 following a written request by the Customer, by making available to the Customer all information necessary to demonstrate compliance with the obligations set out in this Annex in relation to the Supplier's processing of Supplied Personal Data, including allowing for and contributing to audits and inspections conducted by the Customer or a third party auditor.

- 5.2 The Supplier will provide assistance pursuant to clause 5.1 subject to both parties acting in good faith to agree the scope, method, timing and reasonable fees chargeable by the Supplier for such assistance and on the basis that the parties will work in good faith to minimise the disruption to the Supplier's business.
- 5.3 Subject to clause 5.4, the Supplier will as soon as reasonably practicable delete all Supplied Personal Data (including copies) following the cessation of the provision of the Site unless applicable law requires storage of the Supplied Personal Data. This provision will not apply to any personal data in relation to which the Supplier is the controller.
- 5.4 The Customer may by written notice to the Supplier require that the Supplier return a complete copy of all Supplied Personal Data to the Customer, following which the Supplier will delete all other copies of such Supplied Personal Data.

6. **Supply of Personal Data**

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

7. **General**

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