Terms and Conditions for the use of Docbot Products and Services

These terms and conditions apply to the use of any products or services supplied by Docbot from time to time.

1. **Interpretation**

    1.1   In these terms and conditions, the following words have the following meanings:

    Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

    Customer: the user of the Services from time to time, whether an organisation or an individual.

    Customer Data: the data inputted by the Customer, or Docbot on the Customer's behalf, for the purpose of using the Services or facilitating the Customer's use of the Services.

    Docbot: Docbot Labs Ltd, with registered number 13908987 and having its registered office at 86-90 Paul Street, London, EC2A 4NE.

    Documentation: any document made available to the Customer by Docbot from time to time which sets out a description of the Services and the user instructions for the Services.

    Effective Date: the date that the Customer first accesses or uses any Services.

    Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

    Services: the software services provided by Docbot to the Customer under this agreement via www.docbot.dev, the Docbot web application, or any other website or application notified to the Customer by Docbot from time to time.

    Software: the online software applications provided by Docbot as part of the Services.

    Subscription Fees: the subscription fee, if any, payable by the Customer to Docbot for access to the Services.

    Term: the term of this Agreeement.

    Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

    1.2   Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

    1.3   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

    1.4   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

    1.5   Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

    1.6   A reference to **writing** or **written** includes email.

    1.7   References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. **User subscriptions**

    2.1   Subject to the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Docbot hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use the Services and the Documentation during the Term.

    2.2   The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

    (a)   is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

    (b)   facilitates illegal activity;

    (c)   depicts sexually explicit images;

    (d)   promotes unlawful violence;

    (e)   is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

    (f)   is otherwise illegal or causes damage or injury to any person or property;

    and Docbot reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

    2.3   The Customer shall not:

    (a)   except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or

(f) introduce or permit the introduction of, any Virus into Docbot's network and information systems.

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Docbot.

2.5 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. **Services**

3.1 Docbot shall, during the Term, provide the Services and make available the Documentation to the Customer on, and subject to, the terms of this agreement.

3.2 Docbot shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window of 09.00 pm to 2.00 am UK time; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that Docbot uses reasonable endeavours to keep the maintenance to a reasonable timeframe.

4. **Data protection**

Docbot and the Customer agree to comply with their respective obligations relating to data processing shown in Appendix One.

5. **Third party providers**

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and/or applications and that it does so solely at its own risk. Docbot makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Docbot. Docbot recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Docbot does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. **Supplier's obligations**

6.1 Docbot undertakes that the Services will be performed with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Docbot's instructions, or modification or alteration of the Services by any party other than Docbot or Docbot's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

6.3 Docbot:

(a) does not warrant that:

(i) the Customer's use of the Services will be uninterrupted or error-free; or

(ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or

(iii) the Software or the Services will be free from Vulnerabilities or Viruses.

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities,

including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.4 This agreement shall not prevent Docbot from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

6.5 Docbot warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7. **Customer's obligations**

7.1 The Customer shall:

(a) provide Docbot with:

    (i) all necessary co-operation in relation to this agreement; and

    (ii) all necessary access to such information as may be required by Docbot;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

(c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Docbot may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) use the Services and the Documentation in accordance with the terms and conditions of this agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Docbot, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by Docbot from time to time; and

(g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Docbot'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.

7.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

8. **Charges and payment**

8.1 If the Customer takes a paid for subscription to the Services, it shall pay the Subscription Fees to Docbot in accordance with this clause 8.

8.2 The Customer shall on the date of upgrading to, or requesting access to, a paid for subscription, provide to Docbot valid, up-to-date and complete credit card details or approved purchase order information acceptable to Docbot and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

(a) its credit card details to Docbot, the Customer hereby authorises Docbot to bill such credit card on the last working day of each month for the Subscription Fees payable in respect of that month; and

(b) its approved purchase order information to Docbot, Docbot shall invoice the Customer on the last working fay of each month for the Subscription Fees payable in respect of that month and the Customer shall pay each invoice within 30 days of receipt of the invoice to a bank account nominated by Docbot.

8.3 If Docbot has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Docbot:

(a) Docbot may, without liability to the Customer, disable the Customer's account and access to all or part of the Services and Docbot shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of HSBC Bank Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 All amounts and fees stated or referred to in this agreement:

(a) are, subject to clause 11.3(b), non-cancellable and non-refundable;

(b) are exclusive of value added tax, which shall be added to the Subscription Fees at the appropriate rate.

8.5 Docbot shall be entitled to increase the Subscription Fees, at any time on written notice to the Customer.

9. Proprietary rights

9.1 The Customer acknowledges and agrees that Docbot and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 Docbot confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. Indemnity

10.1 The Customer shall defend, indemnify and hold harmless Docbot against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) Docbot provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

10.2 Docbot shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any third party intellectual property rights, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) Docbot is given prompt notice of any such claim;

(b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Docbot in the defence and settlement of such claim, at Docbot's expense; and

(c) Docbot is given sole authority to defend or settle the claim.

10.3 In the defence or settlement of any claim, Docbot may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

10.4 In no event shall Docbot, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than Docbot; or

(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Docbot; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Docbot or any appropriate authority.

10.5 The foregoing states the Customer's sole and exclusive rights and remedies, and Docbot's (including Docbot's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11. Limitation of liability

11.1 Except as expressly and specifically provided in this agreement:

(a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(b) the Services and the Documentation are provided to the Customer on an "as is" basis.

11.2 Nothing in this agreement excludes the liability of Docbot:

(a) for death or personal injury caused by Docbot's negligence;

(b) for fraud or fraudulent misrepresentation; or

(c) for any liability that cannot be excluded as a matter of law.

11.3 Subject to clause 11.1 and clause 11.2:

(a) Docbot shall not be liable whether in tort (including for negligence orbreach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b) Docbot's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid or payable by the Customer during the 12 months immediately preceding the date on which the claim arose.

11.4 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Docbot's Intellectual Property Rights.

12. Term and termination

12.1 This agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue unless:

(a) either party gives the other party at least 30 days written notice to terminate, such termination to take effect at the end of the next complete calendar month; or

(b) otherwise terminated in accordance with the provisions of this agreement.

12.2 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 ten 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 and (if such breach is remediable) fails to remedy that breach within a period of ten 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 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 IA 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 its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) 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, partnership or limited liability partnership);

(h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) 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;

(k) 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 12.2(c) to *clause 14.2(j)* (inclusive);

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

(m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or

(n) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.3 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) Docbot may destroy or otherwise dispose of any of the Customer Data in its possession unless Docbot receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Docbot shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Docbot in returning or disposing of Customer Data; and

(d) 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 shall not be affected or prejudiced.

13. Force majeure

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 result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

14. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

15. Variation

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

16. Waiver

16.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. 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.

18. Severance

18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Entire agreement

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this agreement it does not rely on, and 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.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20. Assignment

20.1 The Customer shall not, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20.2 Docbot may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23.   Governing law

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

24.   Jurisdiction

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

Appendix One

Data Processing Addendum

This Personal Data Processing Addendum (**Adendum**) sets out the additional terms, requirements and conditions on which Docbot will process Personal Data when providing Services to the Customer in accordance with the terms of service set out above (the **Terms**).

1.   Definitions and Interpretation

The following definitions and rules of interpretation apply in this Addendum.

1.1   Definitions:

Business Purposes: the Services to be provided by Docbot to the Customer as set out in the Terms.

Commissioner: the UK Information Commissioner.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given to them in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

EEA: the European Economic Area.

Records: has the meaning given to it in Clause 12.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2   This Agreement is subject to the Terms and is incorporated into the Terms. Interpretations and defined terms set forth in the Terms apply to the interpretation of this Agreement.

1.3   The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.

2.   Personal data types and processing purposes

2.1   The Customer and Docbot agree and acknowledge that for the purpose of the Data Protection Legislation:

(a)   the Customer is the Controller and Docbot is the Processor.

(b) the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Docbot.

(c) Annex A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which Docbot may process the Personal Data to fulfil the Business Purposes.

3. **Provider's obligations**

3.1 Docbot will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions from time to time. Docbot will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. Docbot must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.

3.2 Docbot must comply promptly with any Customer written instructions requiring Docbot to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3 Docbot will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires Docbot to process or disclose the Personal Data to a third-party, Docbot must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.

3.4 Docbot will reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Docbot's processing and the information available to Docbot, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.

3.5 Docbot must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Docbot's performance of the Terms or this Agreement.

4. **Provider's employees**

4.1 Docbot will ensure that all of its employees:

(a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;

(b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and

(c) are aware both of Docbot's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

5. **Security**

5.1 Docbot must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

5.2 Docbot must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

(a) the pseudonymisation and encryption of personal data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

(c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

(d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. **Personal data breach**

6.1 Docbot will without undue delay notify the Customer in writing if it becomes aware of:

(a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. Docbot will restore such Personal Data at its own expense as soon as possible.

(b) any accidental, unauthorised or unlawful processing of the Personal Data; or

(c) any Personal Data Breach.

6.2 Where Docbot becomes aware of (a), (b) and/or (c) above, it will, without undue delay, also provide the Customer with the following written information:

(a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;

(b) the likely consequences; and

(c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.

6.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, Docbot will reasonably co-operate with the Customer at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:

(a) assisting with any investigation;

(b) providing the Customer with physical access to any facilities and operations affected;

(c) facilitating interviews with Docbot's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;

(d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and

(e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.

6.4 Docbot will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic law.

6.5 Docbot agrees that the Customer has the sole right to determine:

(a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and

(b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

6.6 Docbot will cover all reasonable expenses associated with the performance of the obligations under clause 6.1 to clause 6.3 of this Addendum unless the matter arose

from the Customer's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.

6.7 Docbot will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that Docbot caused such, including all costs of notice and any remedy as set out in Clause 6.5.

7. **Cross-border transfers of personal data**

7.1 Docbot (and any subcontractor) may transfer or otherwise process the Personal Data outside the UK or, the EEA, provided always that it uses an appropriate data transfer mechanism that ensures compliance with relevant Data Protection Legislation.

8. **Subcontractors**

8.1 Docbot may authorise third party or subcontractor to process the Personal Data, provided that it:

(a) enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts;

(b) maintains control over all of the Personal Data it entrusts to the subcontractor; and

(c) the subcontractor's contract terminates automatically on termination of this Addendum for any reason.

8.2 Where the subcontractor fails to fulfil its obligations under the written agreement with Docbot which contains terms substantially the same as those set out in this Agreement, Docbot remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.

8.3 The Parties agree that Docbot will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

9. **Complaints, data subject requests and third-party rights**

9.1 Docbot must, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

(a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

(b) information or assessment notices served on the Customer by the Commissioner under the Data Protection Legislation.

9.2 Docbot must notify the Customer immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

9.3 Docbot must notify the Customer within 5 Business Days days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

9.4 Docbot will give the Customer, at no additional cost to the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

9.5 Docbot must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic [or EU] law.

10. Term and termination

10.1 This Agreement will remain in full force and effect so long as:

(a) the Terms remains in effect; or

(b) Docbot retains any of the Personal Data related to the Terms in its possession or control.

10.2 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations under the Terms, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within thirty days, either party may terminate the Terms with immediate effect on written notice to the other party.

11. Data return and destruction

11.1 At the Customer's request, Docbot will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its

possession or control in the format and on the media reasonably specified by the Customer.

11.2 On termination of the Terms for any reason or expiry of its term, Docbot will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control.

11.3 If any law, regulation, or government or regulatory body requires Docbot to retain any documents, materials or Personal Data that Docbot would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

12. Records

12.1 Docbot will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 5.1 (**Records**).

12.2 Docbot will ensure that the Records are sufficient to enable the Customer to verify Docbot's compliance with its obligations under this Agreement and the Data Protection Legislation and Docbot will provide the Customer with copies of the Records upon request.

12.3 The Customer and Docbot must review the information listed in the Annexes to this Agreement at least once a year to confirm its current accuracy and update it when required to reflect current practices.

13. Audit

13.1 At least once a year, Docbot will use reasonable endeavours to conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices.

13.2 Docbot will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by Docbot's management.

14.   Warranties

14.1   The Customer warrants and represents that Docbot's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

Annex A - Personal Data processing purposes and details

Subject matter of processing: Providing Services under the Terms.

Duration of Processing: the Term.

Nature of Processing: Processing personal data for the purpose of providing Services under the Terms.

Business Purposes: The provision of Services to the Customer.

Personal Data Categories: Name, email address, address, date of birth, phone number.

Data Subject Types: Customer's employees, customers and/or suppliers.