



Iress Trigold Order Form

Please note all fields are mandatory.

Customer Details	
Title	Name
Company name:	
Address:	
	Postcode:
Email:	Mobile:
Telephone:	Fax:
Affiliation:	

Licence Type	Number	Monthly fee
Number of Trigold Prospector licences @ £29.95 per month		£
Number of Client Briefcase licences @ £5.00 per month		£
Number of Outlook integrations @ £5.00 per month		£
Licence sub total		£

Integration Options*	Number	Monthly fee
Number of The Key integrations @ £5.00 per month		£
Number of True Potential integrations @ £5.00 per month		£
Number of Intelligent Office integrations @ £5.00 per month		£
Integrations sub total		£

Integration Options*	Monthly fee
Licence fee sub total	£
Integration fee sub total	£
Total monthly fee	£

*Separate back office system licences required

ALL PRICES SHOWN EXCLUDE VAT

Tick here to confirm you have read and accept the Terms & Conditions:

Please scan and email this order form and Direct Debit Mandate to trigold.registrations@iress.com or you can fax it to **0345 068 2000**.

Privacy Notice



Iress Trigold Order Form Cont.

Additional User Details	
Title:	Name:
Email:	Telephone:

Additional User Details	
Title:	Name:
Email:	Telephone:

Additional User Details	
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Additional User Details	
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Email:	Telephone:



Trigold Prospector and XPLAN Mortgage – Licence Agreement

This licence agreement (“**Agreement**”) is a legal agreement between you (“**Customer**” or “**you**”) and Iress FS Limited of 1 Kingmaker Court, Warwick Technology Park, Warwick CV34 6DY (“**Iress**”, “**us**” or “**we**”) and contains the terms and conditions upon which we agree to provide you and (if applicable) your Authorised Users with access to Iress’ offline mortgage sourcing software known as ‘Trigold Prospector’, and (if applicable) Iress’ online mortgage sourcing software known as ‘XPLAN Mortgage’ (the “**Services**”).

1	Definitions
1.1	<p>For the purposes of this Agreement, the following terms bear the meanings assigned to them below:</p> <p>Authorised User means an employee, agent and/or independent contractor of the Customer who is authorised by the Customer to access the Services.</p> <p>Authorised Processor means a Subprocessor engaged by Iress in accordance with clauses 11.19 to 11.20.</p> <p>Business Days means a day other than a Saturday or a Sunday or a bank holiday in England or Wales.</p> <p>Claim means an action, claim, demand or proceeding.</p> <p>Commencement Date means the date on which this Agreement is entered into.</p> <p>Confidential Information means information (other than Excluded Information) relating to the business, affairs, pricing, software or services of one party or members of its Group (“Disclosing Party”) disclosed to or learnt by the other party (“Receiving Party”) under or in connection with this Agreement.</p> <p>Contract Year means a twelve (12) month period commencing on the date of this Agreement and each subsequent twelve (12) month period commencing on the anniversary of that date.</p> <p>Customer Personal Data means Personal Data which Iress may have access to in the course of the provision of the Services and in relation to which the Customer, a member of the Customer’s Group, or an Authorised User acts as Controller (including Personal Data which is provided in order to register Authorised Users for the Services, and Personal Data which is input into the Services in the course of using and receiving the Services).</p> <p>Due Date in relation to the Fees means 30 days after the date of the invoice for the Fees, or if the Fees are being collected by direct debit the agreed date on which the payment will be taken.</p> <p>EEA means the European Economic Area.</p> <p>Excluded Information means information which:</p> <ul style="list-style-type: none">(a) is in the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party; or(b) the Receiving Party can prove was already known to it (other than by a breach of an obligation of confidentiality); or(c) the Receiving Party acquires from a source (other than the Disclosing Party) which is entitled to disclose it; or(d) is independently developed by the Disclosing Party without knowledge or use of the Confidential Information. <p>Fees means the fees for the Services as set out in Iress’ standard tariff, or such other fees as may be agreed in writing between the parties, in each case as updated from time to time pursuant to clause 4.2.</p> <p>Force Majeure Event means an event beyond a party’s reasonable control (which could not have been reasonably prevented), including, fires, floods, earthquakes, elements of nature or acts of God; epidemics, governmental intervention, war (declared or undeclared), terrorism, sabotage, revolution, riot, insurrection or civil disorder; trade embargoes, industry wide strikes, utility failures or shortages; and network attacks including a denial of service (DOS) or distributed denial of service (DDOS).</p> <p>GDPR means the EU General Data Protection Regulation 2016/679.</p>

Group means a member of the group of companies of which the party referred to forms part, comprising that party and all other companies from time to time being that party’s holding company, subsidiaries of that party, subsidiaries of that party’s holding company; “subsidiary” and “holding” bearing the meanings ascribed to them in Section 1159 of the Companies Act 2006.

Harmful Code means any malware, virus, disabling device or code, worm, Trojan timebomb or other harmful or destructive code.

Input Data means any information (including Customer Personal Data) that an Authorised User enters into the Services, or data that is produced by the Services as a result of the processing of that information.

Insolvency Event means a person becomes unable to pay its debts, enters into liquidation (whether voluntary or compulsory and whether provisional or final) except liquidation for the purposes of a solvent amalgamation or reconstruction), makes an arrangement with its creditors, becomes subject to an administration order, has a receiver or administrative receiver appointed over all or any of its assets, takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or is dissolved, or undergoes a similar or equivalent process in any jurisdiction.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, moral rights, designs, trademarks, trade secrets, databases, business and domain names, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Loss means any loss, damage, cost, liability, or expense (including reasonable legal fees).

Model Clauses means the standard contractual clauses adopted by the European Commission for the transfer of personal data from data controllers in the EU to data processors in jurisdictions outside the European Economic Area (EEA) (Decision 2010/87/EU), or any replacement clauses that are adopted by the European Commission from time to time.

Permitted Purpose means use of the Services in the course of providing financial advisory services.

Permitted Recipients has the meaning set out in clause 9.2.

Privacy Legislation means the EU General Data Protection Regulation 2016/679, or equivalent legislation that is adopted in England and Wales, and any implementing legislation, rules or regulations that are issued by applicable supervisory authorities; and any other applicable laws, orders and regulations relating to the processing of Personal Data and privacy in England and Wales.

Registration Form means the form to be completed and processed before log-in details are provided to Authorised Users.

Regulatory Authority any governmental, regulatory or other competent authority that regulates and/or supervises the Customer and/or any of its activities, including the Information Commissioner’s Office (or other Supervisory Body), the Financial Conduct Authority, and any tax authority, and any other regulatory or administrative body, or court or listing authority.

Subprocessor means any person (including any third party and any member of the Iress Group, but excluding an employee of Iress) appointed by or on behalf of Iress to process Customer Personal Data on behalf of Iress.

Third Party Service Provider means a provider of Third Party Services.

Third Party Services means any services, data (including without limitation financial data, such as quotations and



valuations), information or software sourced from a third party, and which are made available through, or which form part of, the Services.

Third Party Terms has the meaning set out in clause 3.1.

- 1.2 The terms **"Data Controller"**, **"Controller"**, **"Data Processor"**, **"Processor"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Supervisory Authority"** and **"processing"** shall have the meaning given to those terms in the Privacy Legislation, and **"process"** and **"processed"** shall be construed accordingly.
- 1.3 In the event that the United Kingdom leaves the EEA, then references to the "EEA" in clause 11 shall be replaced with "the United Kingdom".
- 1.4 Headings to clauses are for reference purposes only and shall not affect the interpretation of this Agreement.
- 1.5 When any number of days is prescribed, it shall be determined by excluding the first day and including the last day.
- 1.6 Any reference to a party includes that party's agent, employee, officer, director, executor, administrator, substitute in title and permitted assign, liquidator, business rescue practitioner, cessionary and the like.
- 1.7 The rule of construction, that the agreement be interpreted against the party drafting or preparing the document, shall not apply.

2 Use of the Services

- 2.1 Iress grants the Customer a non-exclusive, non-transferable, terminable licence for Authorised Users to access and use the Services for the Permitted Purpose during the term of this Agreement.
- 2.2 The Customer shall ensure that all Authorised Users are made aware of the terms of this Agreement that are relevant to their use of the Services and that they use the Services in accordance with this Agreement. The Customer shall be responsible for any breach of this Agreement by an Authorised User. The Customer must ensure that Authorised Users do not make Claims against Iress.
- 2.3 The Customer must not, and must ensure that Authorised Users do not:
 - (a) copy, reproduce, adapt, modify or resell the Services or make them (or any part of them) available to any third parties other than Authorised Users;
 - (b) use the Services (or permit the Services to be used) to transmit, download or access any information which is unlawful, harassing, offensive defamatory or obscene;
 - (c) access all or any part of the Services in order to build a product or service which competes with the Services or any software of Iress, or permit the Services (or any part of them) to be combined with or incorporated within any other program without the consent of Iress;
 - (d) alter or remove any copyright, trade mark, notice of Intellectual Property Rights or any other protective notice included in the Services without the prior written consent of Iress.
- 2.4 The Customer shall procure that Authorised Users keep their log in details and password secure and shall not disclose them to a third party or permit a third party to use these details in order to access the Services. Passwords are provided on an individual basis and no concurrent use or sharing of passwords is permitted. If Authorised Users do share passwords or log in details then:
 - (a) the information received via the Services may be inaccurate where such information relies on the FCA reference supplied in the xml message submitted; and
 - (b) we reserve the right to charge you additional fees in relation to any use by a person other than an Authorised User.
- 2.5 The Customer shall inform Iress of any change in the details provided by the Customer on the Registration Form, including:
 - (a) any change in Authorised Users (as notified on the Registration Form), including any Authorised Users who leave the Customer's organisation; and
 - (b) any change in FCA reference numbers. Any information provided via the Services is distributed upon the basis of the Authorised Users' FCA reference number. In the event that

this changes then the Customer (or an Authorised User) must notify us immediately.

3 Third Party Services

- 3.1 Third Party Services may be made available to the Customer via the Services and may be subject to separate terms required by the Third Party Service Provider ("**Third Party Terms**"). Where Third Party Services are subject to separate terms the Customer may be required to execute a separate agreement directly with the Third Party Service Provider in order to receive the Third Party Service, or the Third Party Terms will be notified to the Customer by Iress.
- 3.2 The Customer must comply with all Third Party Terms. In no event will Iress have any liability with respect to Third Party Services or for any failure of a Third Party Service Provider to comply with Third Party Terms.

4 Charges

- 4.1 The Customer must pay the Fees (together with VAT thereon where applicable) by the Due Date.
- 4.2 Iress may vary Fees by giving the Customer at least 90 days' notice.
- 4.3 Iress (or another member of the Iress Group acting as an agent for Iress) will issue an invoice for Fees unless the Customer agrees to have Fees debited directly from its account. If invoiced Fees are not paid by the Due Date or if, on the date for direct debit, there are insufficient funds in the account, Iress may charge the Customer interest at the rate of 2% per annum over the published base rate of the Bank of England at the due date (calculated daily) on any overdue amount.
- 4.4 Without limiting any rights otherwise available to Iress, if Fees have not been paid by the Due Date, Iress may suspend the provision of the Services to the Customer (without liability) if the Fees remain unpaid within 7 days of receipt by the Customer of a notice from Iress notifying the Customer of the fact that the Fees are overdue.

5 Support Services

- 5.1 Iress will use reasonable endeavours to keep downtime to a minimum, however the Customer acknowledges that, from time to time, Iress will be required to undertake both routine and emergency maintenance work during which time the Services may be unavailable for use.
- 5.2 Helpdesk support is available during the Business Day in relation to the Services. All helpdesk support will be provided via telephone, facsimile, electronic mail or post at Iress' discretion (the helpdesk number is +44(0)345 068 3000 - select option 3). Visits to a Customer site are not included and will be charged for separately.
- 5.3 Helpdesk support will not include matters relating to the Customer's operating systems, software network, accessories, peripherals, machines, systems or devices, or the internet.

6 Information Security

- 6.1 Iress will operate an Information Security Management System (ISMS) that is aligned with the international security standard ISO/IEC 27001:2013.
- 6.2 Each party agrees:
 - (a) not to knowingly suffer or permit its staff or other third party under its direction or control to knowingly introduce into the other party's systems any Harmful Code; and
 - (b) that if any Harmful Code is introduced, it will promptly report this to the other party, and take all reasonable steps to eliminate the Harmful Code from its own server.
- 6.3 The Customer acknowledges that:
 - (a) valid login control, whereby an Authorised User enters a valid and current user-name and password, is the sole validation measure used to permit an Authorised User access to the Services and all data stored within or accessible via the Services; and



- (b) it is responsible for maintaining login and password protections to restrict access to its data to Authorised Users; and
 - (c) technical and security controls incorporated within the Services may be updated from time to time in order to provide an enhanced level of security in relation to the Services being supplied by Iress, and in order to benefit from such enhanced technical and security controls the Customer may, if accessing via an integration, be required to upgrade its message version.
- 6.4 Iress will have no liability (whether in contract, tort, including negligence or otherwise) to the Customer as a result of unauthorised access as a result of a breach by the Customer of its obligations under this clause 6.

7 Intellectual Property Rights

- 7.1 As between the parties all Intellectual Property Rights in the Services remain vested in Iress (or its licensors).

8 Warranties and Acknowledgment

- 8.1 Each party warrants that it has the necessary rights, power and authority to enter into and perform its obligations under this Agreement, and, in the case of the Customer, to receive the Services provided to it and its Authorised Users.
- 8.2 Iress warrants that it has all licences and rights necessary for the performance of the Services and the Services will not infringe the copyright, design, or trade mark intellectual property rights of any person in the United Kingdom ("**IP Warranty**").
- 8.3 Except as set out above the Services are provided on an "as is" and "as available basis". Iress may make changes to the Services from time to time at its discretion, which may include removing or adding functionality as well as making modifications to the Services. Iress does not warrant that the Services, nor any information provided via the Services (including the Third Party Services) will be continuously available, free from interruption or complete, accurate or error-free and the Customer agrees that Iress shall not be liable for any non-performance, inaccuracy, error or other interruption of transmission for any reason whatsoever.
- 8.4 Where the Services provide access to any Third Party Services or hypertext links to other websites, extranets or portals this does not constitute an endorsement of the same and the Customer shall access and use the Third Party Services and links at its own risk. Iress accepts no responsibility for any Loss the Customer may incur associated with such access and use.
- 8.5 Except as expressly and specifically provided in this Agreement 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.
- 8.6 The Customer acknowledges that:-
- (a) it assumes sole responsibility for advice and/or recommendations provided to its clients or potential clients in using the Services; and
 - (b) it is responsible for compliance with all laws or regulations concerning its business, including, but not limited to, the rules of the FCA or any other regulations, requirements, stipulations or conditions made by any professional or regulatory organisation of which the Customer or its Authorised Users may be subject from time to time; and
 - (c) Iress shall have no liability for any damage caused by any actions taken by Iress at the Customer's direction.
- 8.7 The Customer acknowledges that Iress may collate, extract and copy data (including Input Data) from the Services in order to aggregate such data and anonymise it so as to remove any Customer Personal Data ("**Anonymised Data**"). The Anonymised Data may be used by Iress for internal business purposes, delivering or improving Iress' services or solutions (including for commercial benefit) and/or may be shared with members of the Iress Group and made available to other third parties as part of Iress' services (or otherwise), provided always that any use of the Anonymised Data by Iress, and any distribution of such

Anonymised Data outside of Iress, is in accordance with applicable law.

9 Confidential Information

- 9.1 A Receiving Party may only access or use Confidential Information of the Disclosing Party as necessary for the purposes of this Agreement.
- 9.2 A Receiving Party must keep confidential and must not sell, licence, transfer, transmit, distribute or otherwise disclose Confidential Information of the Disclosing Party to any person without the Disclosing Party's prior written consent, except to its (or a member of its Group's) employees, directors, independent contractors or professional advisers ("**Permitted Recipients**") requiring the information for the purposes of, and in accordance with, this Agreement, or as required by law or a regulatory body or in the case of Iress only, to a Third Party Service Provider (in accordance with clause 9.5 below).
- 9.3 A Receiving Party must ensure that all Permitted Recipients are bound by suitable confidentiality obligations, which restrict such a person from using or disclosing Confidential Information except in the circumstances permitted by this clause 9.
- 9.4 On expiry or termination of this Agreement for any reason, the Receiving Party must, at the Disclosing Party's written request, promptly deliver to the Disclosing Party all documents in the Receiving Party's possession or control containing the Disclosing Party's Confidential Information (except where Confidential Information is required to be retained by a party for legal or regulatory compliance purposes, or which is stored pursuant to an existing automated back-up routine). However, Iress will not be required to return, or procure the return, of any Confidential Information which is in the possession, power or control of any Third Party Service Provider who has Confidential Information in its possession, power or control as a result of the provision of their Third Party Services.

10 Privacy – up to 24 May 2018

The provisions set out in this clause 10 apply from the Commencement Date until 24 May 2018.

- 10.1 Each party must comply with the Data Protection Act 1998.
- 10.2 The parties acknowledge that, in respect of all Personal Data controlled and owned by the Customer and processed (as defined in the Data Protection Act 1998) by Iress for the purpose of the provision of the Services:
- (a) the Customer will be the data controller (as defined in the Data Protection Act 1998) and will have obtained all necessary registrations, authorisations and consents necessary under the Data Protection Act 1998 (and any other relevant laws and regulations) to enable Iress, members of its Group and Third Party Service Providers to process Personal Data provided by the Customer to Iress, for the purposes of performing their obligations under this Agreement;
 - (b) Iress shall be the data processor (as defined in the Data Protection Act 1998).
- 10.3 Iress will:
- (a) process the Personal Data in accordance with this Agreement;
 - (b) implement appropriate technical and organisational measures for the purpose of the Data Protection Act 1998;
 - (c) not transfer any of the Personal Data to a country or territory outside of the European Economic Area without first ensuring that it has an agreement with the relevant third party entity to which the Personal Data is transferred which ensures an adequate level of protection in relation to the processing of Personal Data.

11 Privacy – 25 May 2018 onwards

The provisions set out in this clause 11 apply with effect from 25 May 2018.

Customer Group

- 11.1 If the Personal Data being processed by Iress is data in relation to which a member of the Customer's Group acts as Controller then all rights afforded to the Customer and all obligations applicable to the Customer in this clause 11 shall also be deemed to apply to the relevant Customer Group member. Notwithstanding the foregoing,



any Claims under this Agreement may only be made by the Customer.

Processing of Customer Personal Data

- 11.2 The parties agree that for the purposes of the Privacy Legislation Iress shall, in the course of the provision of the Services, be acting as a Processor in respect of the Customer Personal Data.
- 11.3 Each party agrees to comply with the Privacy Legislation applicable to it in its role as Controller or Processor (as the case may be) to the extent that it relates to the provision and/or receipt of the Services provided under this Agreement.
- 11.4 Iress shall not process Customer Personal Data other than on the documented instructions of the Customer (provided that such instructions are within the scope of the Services provided by Iress), unless Iress is required to process the Customer Personal Data by any law to which Iress is subject (in such a case Iress shall inform the Customer of that legal requirement before processing unless that law prohibits Iress from so notifying the Customer). For the avoidance of doubt, an instruction given by an Authorised User shall be deemed to have been given on behalf of the Customer.

- 11.5 Details regarding the scope, nature and purpose of the processing, the type of Personal Data processed by Iress, the duration of the processing and the categories of Data Subject (the "**Processing Information**") are set out in Annex 1. The Customer instructs and authorises Iress (and any Authorised Processor) to process the Customer Personal Data in a manner consistent with Annex 1, and where the Customer is acting on behalf of a member of its Group, the Customer warrants that it is and will at all relevant times remain duly authorised to give the instruction set out in this clause 11.5 on behalf of each relevant member of the Customer's Group.

Security and Confidentiality

- 11.6 Iress shall ensure that appropriate technical, organisational and security measures are taken against unauthorised or unlawful processing of the Customer Personal Data and against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such Personal Data, and on request confirm to the Customer in writing the measures it has adopted.
- 11.7 Iress shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Iress or any Authorised Processor who may have access to Customer Personal Data, and shall ensure that such personnel are aware of the confidential nature of the Customer Personal Data and are subject to enforceable duties of confidence in respect of Customer Personal Data.

Requests by Data Subject

- 11.8 Iress shall notify the Customer promptly upon receipt of any subject access request or other request received from a Data Subject in accordance with the Privacy Legislation, and at the Customer's cost, assist the Customer utilising appropriate technical and organisational measures, in so far as this is possible, in order that the Customer may respond to any such request in a timely manner and in accordance with the Customer's obligations under the Privacy Legislation.

Breach Notification

- 11.9 Iress shall notify the Customer without undue delay upon becoming aware of a Personal Data Breach affecting the Customer Personal Data where such breach is likely to result in a risk to the rights and freedoms of a Data Subject.
- 11.10 Iress shall provide all cooperation and information reasonably requested by the Customer in respect of a Personal Data Breach as soon as possible following the detection of the Personal Data Breach by Iress, including:
- (a) details of the nature of the Personal Data Breach;
 - (b) details of the Customer Personal Data compromised;

(c) details of how the Personal Data Breach is being investigated and remedial steps already put in place and to be put in place; and

(d) contact details of the person within Iress where more information can be obtained regarding the Personal Data Breach

To the extent that the information detailed above cannot be provided at the same time, it may be provided in phases without undue delay.

Data Protection Impact Assessment

- 11.11 Iress shall, at the Customer's cost, provide reasonable assistance to the Customer in relation to any data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required pursuant to article 35 or 36 of the GDPR or equivalent provisions of any other Privacy Legislation, in each case solely in relation to the processing of the Customer Personal Data by, and taking into account the nature of the processing and information available to, any Authorised Processor.

Audit Rights

- 11.12 Iress shall maintain all necessary records and information to demonstrate its compliance with the provisions set out in this clause 11 and shall allow for audits to be conducted by the Customer (or an auditor mandated by the Customer) in accordance with clauses 11.13 to 11.16 below.

- 11.13 The Customer shall ensure that Iress is provided with reasonable notice of any audit or inspection to be conducted under clause 11.12 and the Customer shall ensure that it complies (and ensure that any third party carrying out an audit on its behalf complies) with any reasonable restrictions and requirements for access (including but not limited to security processes, confidentiality and vetting procedures) imposed by Iress, an Authorised Processor, or any other operator of the relevant premises and shall ensure that the conduct of the visits is within normal business hours and shall not unreasonably disturb the business operations of Iress or an Authorised Processor.

- 11.14 Upon the provision of at least 10 Business Days' written notice of an audit (save where the Customer reasonably suspects that there has been a material breach by Iress or an Authorised Processor of this clause 11, in which case access may be granted on shorter notice), Iress shall allow the Customer (or its authorised representatives) reasonable access to the premises, information and personnel of Iress and its Authorised Processors to enable the Customer to inspect and audit the data processing activities carried out on behalf of the Customer and to verify Iress' compliance with this clause 11.

- 11.15 The Customer is only entitled to one audit or inspection of an Authorised Processor in any 12 month period, except for any additional audits or inspections which:

- (a) the Customer reasonably considers necessary because of genuine concerns as to Iress' (or an Authorised Processor's) compliance with clause 11; or
- (b) the Customer is required or requested to carry out by Data Privacy Legislation, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Privacy Legislation,

in each case provided that the Customer has identified its concerns or the relevant requirement or request in its notice to the Customer of the additional audit or inspection.

- 11.16 To the extent:

- (a) a physical/ on-site audit or inspection carried out by the Customer (or its authorised representatives) pursuant to this clause 11 exceeds one Business Day, Iress shall be entitled to charge the Customer (at its standard rates from time to time) for any effort it reasonably expends in assisting such audit for every day over and above the initial day;



(b) Iress is required to respond to any written request for information made by the Customer (or its authorised representatives) relating to Iress' compliance with the provisions of this clause 11, Iress shall be entitled to charge the Customer (at its standard rates from time to time) for any effort it reasonably expends over and above half a Business Day.

Deletion or return of Customer Personal Data

11.17 Iress shall, upon receipt of a written request from the Customer, delete or return all Customer Personal Data at the end of the provision of the Services to which the Customer Personal Data relates, provided that Iress may retain copies of the Customer Personal Data in accordance with any legal and regulatory requirements, and any guidance that has been issued in relation to deletion or retention by a Supervisory Authority.

Sub-processing

11.18 Iress shall not engage a Subprocessor without the prior authorisation of the Customer.

11.19 For the purposes of clause 11.18, the Customer authorises Iress to appoint the following Subprocessors:

- (a) members of the Iress Group; and
- (b) third party data centre and hosting services providers;

provided that in each case where the Subprocessor is based outside of the EEA, Iress shall comply with clause 11.22 and 11.23.

11.20 In relation to the engagement of a Subprocessor not covered by clause 11.19(a) or (b), Iress shall give the Customer prior written notice of the proposed appointment of such Subprocessor, including full details of the processing to be undertaken by that Subprocessor. If, within 30 days of receipt of that notice, the Customer notifies Iress in writing of any objections (on reasonably grounds) to the proposed appointment then Iress shall not appoint (nor disclose any Customer Personal Data to) the proposed Subprocessor except with the prior written consent of the Customer.

11.21 Iress shall ensure that any arrangement between Iress and a Subprocessor is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in this schedule and meets the requirements of article 28(3) of the GDPR or equivalent provisions of any other Privacy Legislation.

Transfers of Customer Personal Data outside the EEA

11.22 Iress may transfer Customer Personal Data:-

- (a) to an Authorised Processor who is located outside of the EEA, provided that such transfer is made in accordance with any obligations or standards imposed by the Privacy Legislation; or
- (b) to a Third Party Services Provider who processes data outside of the EEA in accordance with paragraph 11.25 below.

11.23 Where Iress seeks to rely on Article 46(2)(c) of the GDPR (or equivalent provisions of any other Privacy Legislation) as the legal basis for the transfer of Personal Data to a country outside of the EEA, then in the absence of any standard data protection clauses adopted by the Commission to deal with transfers of data from a Processor to a further Processor, Iress warrants and represents that it has entered into the Model Clauses as agent for and on behalf of the Authorised Processor, and that IRESS's entry into such clauses as agent for and on behalf of such Authorised Processor is duly authorised by the Authorised Processor.

Customer Acknowledgment

11.24 Without prejudice to the generality of clause 11.3, the Customer warrants that in relation to all Customer Personal Data which is processed by Iress or an Authorised Processor:

- (a) the Customer will ensure that all required fair processing notices are provided to the relevant Data Subjects which are sufficient in scope to enable Iress or any of the Authorised Processors to (i) transfer Customer Personal Data to Third Party Providers in an electronic message that is sent via the Services, and (ii) otherwise to provide the Services and carry out their obligations under this Agreement in accordance with the Data Privacy Legislation; and
- (b) the Customer Personal Data transferred to Iress can be lawfully processed by Iress (or any of the Authorised Processors).

11.25 The Customer:

- (a) acknowledges that the Services require Iress to transfer certain Customer Personal Data to Third Party Providers on behalf of the Customer (but for the avoidance of doubt, the Third Party Provider shall not be deemed to be a Subprocessor of Iress);
- (b) authorises Iress to transfer Customer Personal Data to a Third Party Provider. Where such Third Party Provider is based outside of the EEA, the Customer warrants that it has obtained the consent of the Data Subject to the proposed transfer in sufficient terms to enable Iress to transfer the Customer Personal Data to the Third Party Provider;
- (c) agrees that in relation to all Customer Personal Data which is transferred to Third Party Providers in an electronic message that is sent via the Services, the Customer will ensure that the fair processing notice provided to a Data Subject is sufficient in scope to enable the Third Party Provider to process the Customer Personal Data in order to provide an electronic response to such message

12 Liability

12.1 Nothing in this Agreement excludes or seeks to limit the liability of Iress:

- (a) for death or personal injury caused by Iress' negligence;
- (b) for fraud;
- (c) for any other type of loss or damage which it is not permissible to limit or exclude at law.

12.2 Subject to clause 12.1, neither Iress nor any member of the Iress Group, will be liable, whether in contract, tort (including negligence), or otherwise, for:

- (a) any loss of profit or revenue, loss or corruption of data, loss of business, loss of opportunity, loss of anticipated savings, loss of or depletion of goodwill - in each case, whether direct or indirect; or
- (b) any third party Claim, or any compensation payment made to a third party in connection with the Services; or
- (c) any form of indirect or consequential loss,

in each of (a), (b) and (c), whether suffered by the Customer, a member of the Customer's Group, an Authorised User, or a client of any of them, in connection with the Services.

12.3 Subject to clause 12.1 and without prejudice to clause 12.2, the aggregate liability of Iress (and/or any member of its Group) in respect of all Claims in any Contract Year:

- (a) under or in connection with the IP Warranty and clause 11 will not exceed £1,000,000 (one million pounds) in aggregate in any Contract Year; and
- (b) that are not covered under sub-clause (a) above, whether in contract, tort including negligence, or otherwise will not exceed an amount equal to one hundred per cent (100%) of the Fees paid to Iress in the relevant Contract Year preceding the event giving rise to the Claim.



13 Commencement and termination

- 13.1 The Customer will be entitled to access the Services from the Commencement Date (provided that if this agreement is being entered into on paper (rather than electronic format) log-in details have been provided to the Customer).
- 13.2 Either party may terminate this Agreement by giving the other three month's prior written notice.
- 13.3 In the event a party is in material breach of any of its obligations under this Agreement, and (provided such breach is capable of remedy) fails to remedy that breach within fourteen (14) days of being notified of such breach, then the other party may, in its sole discretion, by written notice to the other party:
- (a) in the case of the Customer, terminate the Agreement; and
 - (b) in the case of Iress immediately suspend, revoke or terminate the Customer's access to the Service.
- 13.4 In the event a party experiences an Insolvency Event, the other party may, in its sole discretion, by written notice to the other party:
- (a) in the case of the Customer, terminate this Agreement; and
 - (b) in the case of Iress immediately suspend, revoke or terminate the Customer's access to the Service.
- 13.5 For the avoidance of doubt, the following provisions will survive termination of this Agreement: clause 9 (Confidential Information), clause 10 and 11 (Privacy), clause 12 (Liability) and any other provision which, of its nature, must survive, notwithstanding that the clauses themselves do not expressly provide for this.

14 Marketing

- 14.1 Iress may refer to the Customer by name as a user of the Services in any advertising and use a copy of the Customer's trademark and corporate logo for those purposes only. The Customer hereby grants to Iress and its Group a non-exclusive, non-transferable royalty free licence to use its trademark and corporate logo solely for that purpose.

15 General terms

- 15.1 Iress may assign its rights and/or delegate its obligations under this Agreement to any company in its Group or to a successor company which will continue the provision of the Services. The Customer may assign its rights under this Agreement only with Iress' prior written consent.
- 15.2 Other than a member of the Iress Group or Third Party Service Providers (where applicable), this agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which

are enforceable by any person who is not a party and no person who is not a party may enforce any of the terms or rely on any exclusion or limitation contained in this agreement.

- 15.3 Any notice under clause 13 of this Agreement must be sent in writing by post or by email:
- (a) in the case of a notice to the Customer, to the Customer's address notified to Iress on the Registration Form (or such other address as the Customer may notify to Iress in writing); and
 - (b) in the case of a notice to Iress, to our address specified in an invoice or by email to trigold_registrations@iress.com or as otherwise notified by Iress.
- 15.4 A notice is deemed to have been received within 2 Business Days of posting if posted in the United Kingdom or 7 Business Days if posted outside of the United Kingdom, or if emailed, at the time of receipt of a confirmation printout or message indicating successful delivery.
- 15.5 A failure or delay by a party in exercising a right or power (in part or whole) under this Agreement or any other indulgence granted by a party is not to be taken as a waiver of that right or power, nor shall it preclude any further exercise of that right or power.
- 15.6 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.
- 15.7 Notwithstanding clause 15.6, Iress may make changes to this Agreement from time to time and will alert the Customer of such changes via the Services. Continued use of the Services after Iress has made the Customer aware of changes to this Agreement will constitute acceptance by the Customer of the revised terms.
- 15.8 If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for an obligation to pay money) because of a Force Majeure Event:
- (a) that obligation is suspended, but only so far and for so long as that party is affected by the Force Majeure Event; and
 - (b) the affected party will not be responsible for any Loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.
- 15.9 If the whole or part of a provision is void, unenforceable or illegal, it is severed to the extent that it is void, unenforceable or illegal, and the remainder of this Agreement has full force and effect.
- 15.12 This Agreement and any claim or dispute arising out of or in connection with it is to be governed by the laws of England. Each party submits to the non-exclusive jurisdiction of the courts of England.

ANNEX 1 TO SCHEDULE 1- PROCESSING INFORMATION

(a) Scope and purpose of processing:

Iress may process Customer Personal Data

- during the provision of the Services;
- in the course of providing support services to the Customer relating to the Services;
- in accordance with clause 8.7 of this Agreement.

(b) Nature of processing:

The nature of the processing activity may include:-

- receiving, uploading, downloading, extracting, copying, duplicating, transmitting, organising, referencing, indexing, classifying, compressing, compiling, updating, transferring, transforming, analysing, modelling, changing, maintaining, protecting or securing, preserving, storing, backing-up or archiving, restoring, retrieving and accessing Customer Personal Data in order to perform any of the services set out in paragraph (a) above (or any other services which Iress may be instructed to provide in accordance with clause 11.4);
- processing Customer Personal Data in order to comply with Iress' obligations under the Data Privacy Legislation, or to assist the Customer in complying with its obligations, including responding to any requests made by Data Subjects;



- transferring to or receiving Customer Personal Data from Third Party Providers – this may include transferring the Customer Personal Data to a Third Party Provider located outside of the EEA depending on the location of that Third Party Provider and its processing activity.

- (c) Duration of Processing**

IRESS will process Customer Personal Data for the duration of the provision of the Services. Upon termination of the Services, and subject to clause 11.17, Customer Personal Data will be retained in accordance with the principles set out in Iress' privacy and data retention policies (each as amended from time to time).

- (d) Types of Personal Data**

Iress may process Customer Personal Data which falls into the following categories:

 - Personal details which may include (without limitation): names, addresses, date of birth, sex, National Insurance number, passport number, tax identification numbers, telephone and mobile numbers and email addresses
 - family details
 - lifestyle and social circumstances
 - goods and services
 - employment, education details and trade union membership
 - income and financial details which may include (without limitation): bank account details, investment details, insurance details, documentation of the above and notes of meetings.
 - physical or mental health details which may include (without limitation): smoker status and health records
 - racial or ethnic origin or religious preference
 - nationality
 - photographs
 - IP addresses
 - any other information which is uploaded into the Services pursuant to this Agreement.

- (e) Categories of data subject**

Authorised Users who make available their personal information in order to become registered as a user of the Services.

Clients or potential clients (including, where relevant, their relatives, dependents, guardians and associates) of the Customer and Authorised Users.

